

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK, AS COLLATERAL AGENT		05/05/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	PATRIOT RAIL COMPANY LLC		
Street Address:	10060 SKINNER LAKE DRIVE		
City:	JACKSONVILLE		
State/Country:	FLORIDA		
Postal Code:	32246		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3560338	PATRIOT RAIL	
Registration Number:	3556971		
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625-5040		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	05/08/2017		
Total Attachments: 3			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 5, 2017 ("Release"), is made by Fifth Third Bank, as Collateral Agent ("Collateral Agent"), in favor of Patriot Rail Company LLC (f/k/a Patriot Rail Corp.), a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of June 21, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Collateral Agent, and others party thereto and the Trademark Security Agreement dated as of June 21, 2012 ("Trademark Security Agreement") by and among the Grantor and Collateral Agent, Grantor pledged and assigned to Collateral Agent and granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of Grantor's right, title and interest in and to the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on June 21, 2012 at Reel 4806 Frame 0308.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the pledge, assignment, and grant of the continuing security interest in and to all of Grantor's right, title and interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

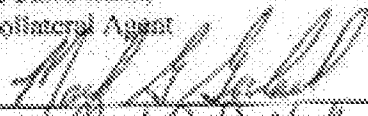
(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Collateral Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Fifth Third Bank,
as Collateral Agent

By: 
Name: Mack G. Dickson
Title: Vice President

Schedule A

**Patriot Rail Company LLC
(Delaware Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest
Granted by Patriot Rail Corp.
In Favor of Fifth Third Bank, as Collateral Agent
Recorded June 21, 2012 at Reel 4806 Frame 0308**

Trademark Registrations

Mark	Reg. No.	Reg. Date
PATRIOT RAIL	3560338	01/13/09
Design only	3556971	01/06/09