

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555470

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/30/2019	Bank: NORTH CAROLINA

## RECEIVING PARTY DATA

<b>Name:</b>	Genesee & Wyoming Inc.
<b>Street Address:</b>	20 West Avenue
<b>City:</b>	Darien
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06820
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Maryland Midland Railway, Inc.
<b>Street Address:</b>	40 N. Main Street
<b>City:</b>	Union Bridge
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21791
<b>Entity Type:</b>	Corporation: MARYLAND
<b>Name:</b>	RailAmerica, Inc.
<b>Street Address:</b>	13901 Sutton Park, Drive South, Suite 180
<b>City:</b>	Jacksonville
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32224
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	2910786	G & W GENESEE WYOMING
<b>Registration Number:</b>	1224554	MM
<b>Registration Number:</b>	2945148	ARDC
<b>Registration Number:</b>	2945145	ARDC AMERICAN RAIL DISPATCHING CENTER
<b>Registration Number:</b>	2097211	R
<b>Registration Number:</b>	2124976	RAILAMERICA
<b>Registration Number:</b>	4798649	G&W GENESEE WYOMING

OP \$190.00 2910786

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 8004947512*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.***Phone:** 202-370-4756**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Jay daSilva**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1170491 TM REL
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<b>NAME OF SUBMITTER:</b>	Wenny Zhu
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<b>SIGNATURE:</b>	/Wenny Zhu/
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<b>DATE SIGNED:</b>	12/31/2019
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**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 30, 2019 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Administrative Agent for the Secured Parties (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain U.S. Security Agreement, dated as of October 1, 2012, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, and including all schedules thereto, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Agent, for the benefit of the Secured Parties, a security interest in and to the Collateral (as defined in the Trademark Security Agreements (as defined below)) (the “Trademark Collateral”), including the trademark registrations set forth on Schedule A hereto;

WHEREAS, pursuant to the Security Agreement, certain Grantors executed and delivered a Grant of Security Interest in Trademark Rights, dated as of October 1, 2012 (the “First Recorded Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, certain Grantors executed and delivered a Grant of Security Interest in Trademark Rights, dated as of May 14, 2013 (the “Second Recorded Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, certain Grantors executed and delivered a Grant of Security Interest in Trademark Rights, dated as of August 9, 2018 (the “Third Recorded Trademark Security Agreement” and, together with the First Recorded Trademark Security Agreement and the Second Recorded Trademark Security Agreement, the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the First Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 12, 2012 at Reel/Frame 4880/0160;

WHEREAS, the Second Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 15, 2013 at Reel/Frame 5028/0229;

WHEREAS, the Third Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 9, 2018 at Reel/Frame 6410/0233;

WHEREAS, at the request of the Grantors, the Agent has agreed to terminate and release its security interests in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Agent, for itself and on behalf of the Secured Parties in association with the security interests, hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels any and all of its security interests in and to the Trademark Collateral, including, without limitation, the trademark registrations set forth in Schedule A attached hereto. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, the Agent, without representation or warranty of any kind, hereby transfers, conveys, grants, and re-assigns any and all of such right, title or interest to the applicable Grantors.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

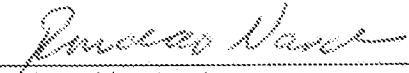
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its capacity  
as Administrative Agent for the Secured Parties**

By:   
Name: Ronaldo Naval  
Title: Vice President

**GRANTORS:**

**GENESEE & WYOMING INC.  
MARYLAND MIDLAND RAILWAY, INC.  
(F/K/A MARYLAND MIDLAND RAILWAY  
COMPANY)  
RAILAMERICA, INC.**


IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its capacity  
as Administrative Agent for the Secured Parties**

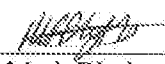
By: \_\_\_\_\_  
Name:  
Title:

**GRANTORS:**

**GENESEE & WYOMING INC.**

By:  \_\_\_\_\_  
Name: Thomas D. Savage  
Title: Senior Vice President, Corporate Development  
and Treasurer

**MARYLAND MIDLAND RAILWAY, INC.  
(F/K/A MARYLAND MIDLAND RAILWAY  
COMPANY)  
RAILAMERICA, INC.**

By:  \_\_\_\_\_  
Name: Mark Blyth  
Title: Vice President and Treasurer

## SCHEDULE A

### Release of Trademark Security Agreement recorded October 12, 2012 at Reel/Frame 4880/0160

<u>Grantor</u>	<u>Registration Number</u>	<u>Trademark</u>
Genesee & Wyoming, Inc. <sup>1</sup>	2910786	G & W GENESEE WYOMING AND DESIGN
Maryland Midland Railway, Inc. (f/k/a Maryland Midland Railway Company) <sup>2</sup>	1224554	MM AND DESIGN

### Release of Trademark Security Agreement recorded May 15, 2013 at Reel/Frame 5028/0229

<u>Grantor</u>	<u>Registration Number</u>	<u>Trademark</u>
RailAmerica, Inc.	2,945,148	ARDC
RailAmerica, Inc.	2,945,145	ARDC AMERICAN RAIL DISPATCHING CENTER AND DESIGN
RailAmerica, Inc.	2,097,211	R AND DESIGN
RailAmerica, Inc.	2,124,976	RAILAMERICA

### Release of Trademark Security Agreement recorded August 9, 2018 at Reel/Frame 6410/0233

<u>Grantor</u>	<u>Registration Number</u>	<u>Trademark</u>
Genesee & Wyoming Inc.	4,798,649	G&W GENESEE WYOMING

<sup>1</sup> This trademark has the current record owner listed as Genesee & Wyoming, Inc. The correct legal name is Genesee & Wyoming Inc. (without comma). The company will update record ownership at the Trademark Office.

<sup>2</sup> The trademark is currently registered in the Owner's prior legal name. Maryland Midland Railway, Inc. does not wish to change the name of the entity under which the trademark is registered since the trademark is no longer being used.