

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SENIOR SECURED DEBTOR-IN-POSSESSION TERM LOAN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Commercial Barge Line LLC (f/k/a American Commercial Lines LLC)		02/11/2020	Limited Liability Company: DELAWARE
Commercial Barge Line Company		02/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1607666		
Registration Number:	4678703	ACL	
Serial Number:	86681996	ACBL	
Serial Number:	86682290	ACBL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jennifer Blake		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1185708 TM		
NAME OF SUBMITTER:	Sonya Jackman		

OP \$115.00 1607666

SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	02/11/2020
Total Attachments: 6 source=#92909442v1 - (ACL- DIP Trademark Security Agreement)#page2.tif source=#92909442v1 - (ACL- DIP Trademark Security Agreement)#page3.tif source=#92909442v1 - (ACL- DIP Trademark Security Agreement)#page4.tif source=#92909442v1 - (ACL- DIP Trademark Security Agreement)#page5.tif source=#92909442v1 - (ACL- DIP Trademark Security Agreement)#page6.tif source=#92909442v1 - (ACL- DIP Trademark Security Agreement)#page7.tif	

**SENIOR SECURED DEBTOR-IN-POSSESSION TERM LOAN TRADEMARK
SECURITY AGREEMENT**

This SENIOR SECURED DEBTOR-IN-POSSESSION TERM LOAN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 11th day of February, 2020, by American Commercial Barge Line LLC (f/k/a American Commercial Lines LLC), a Delaware limited liability company and Commercial Barge Line Company, a Delaware corporation (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company ("Cortland"), in its capacity as administrative agent and collateral agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Debtor-in-Possession Term Loan Credit Agreement dated as of February 11, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Commercial Barge Line Company (the "Borrower"), a Delaware corporation, American Commercial Lines Inc., a Delaware corporation ("Holdings"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Secured Creditors have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Creditors, that Senior Secured Debtor-in-Possession Term Loan Security Agreement, dated as of February 11, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to entry of the Financing Order and in accordance with the terms thereof, each Grantor hereby grants and pledges to Agent, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Intellectual Property Licenses that license Trademarks to which it is a party including those referred to on Schedule I, other than any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use or statement of use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License of Trademarks; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License of Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Secured Creditors or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to, or become entitled to the benefit of, any new Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any new Trademark Collateral or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

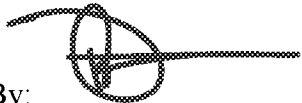
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


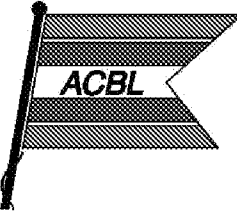
AMERICAN COMMERCIAL BARGE LINE LLC
(f/k/a AMERICAN COMMERCIAL LINES LLC)

By: 
Name: David J. Huls
Title: SVP & CFO

COMMERCIAL BARGE LINE COMPANY

By: 
Name: David J. Huls
Title: SVP & CFO

SCHEDULE I
TO
SENIOR SECURED DEBTOR-IN-POSSESSION TERM LOAN TRADEMARK SECURITY
AGREEMENT

OWNER	REGISTRATION/SERIAL NUMBER	TRADEMARK	DESCRIPTION	REG. DATE or FILING DATE
American Commercial Lines LLC	73747134 1607666		Design only service mark.	7/24/1990
American Commercial Lines LLC	4678703 86315572	ACL	Word mark.	6/20/2014 (Filing) 1/27/2015 (Reg.)
Commercial Barge Line Company	86681996	ACBL	Word mark.	7/2/2015
Commercial Barge Line Company	86682290		Design plus words, letters and/or numbers service mark.	7/2/2015