

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI162156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		04/10/2024	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Company Name:	Genesee & Wyoming Inc.		
Street Address:	Attn: Alfred Q. Ricotta		
Internal Address:	20 West Avenue		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		
Entity Type:	Corporation: DELAWARE		
Company Name:	Central Railroad Company of Indianapolis		
Street Address:	Alfred Q. Ricotta		
Internal Address:	20 West Avenue		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		
Entity Type:	Corporation: ILLINOIS		
Company Name:	Ohio Central Railroad, Inc.		
Street Address:	Attn: Alfred Q. Ricotta		
Internal Address:	20 West Avenue		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		
Entity Type:	Corporation: OHIO		
Company Name:	RailAmerica, Inc.		
Street Address:	Attn: Alfred Q. Ricotta		
Internal Address:	20 West Avenue		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		

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Entity Type:	Corporation: DELAWARE
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PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2910786	G & W GENESEE WYOMING
Registration Number:	4798649	G&W GENESEE WYOMING
Registration Number:	2097211	R
Registration Number:	2124976	RAILAMERICA

CORRESPONDENCE DATA

Fax Number:

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: (800)221-0102
Email: ipteam@cogencyglobal.com
Correspondent Name: Khadijah Sampson
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2330305ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	04/12/2024

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 April 10, 2024 (the “Effective Date”), is made by Credit Suisse AG, Cayman Islands Branch, in its capacity as Collateral 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 Collateral Agreement, dated as of December 30, 2019, 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 “Collateral 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 Trademark Collateral (as defined in the Trademark Security Agreements (as defined below)), including the trademark registrations and applications set forth on Schedule A hereto;

WHEREAS, pursuant to the Collateral Agreement, certain Grantors executed and delivered a Trademark Security Agreement, dated as of December 30, 2019 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 31, 2019 at Reel/Frame 6828/0800;

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 Collateral Agreement or the Trademark Security Agreement, 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 and applications 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 fully and effectively effectuate the purposes of this Release.

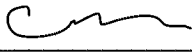
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[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:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, acting in its capacity as Collateral
Agent for the Secured Parties

By: 
Name: Vipul Dhadda
Title: Authorized Signatory

By: 
Name: Cassandra Droogan
Title: Authorized Signatory

GRANTORS:

GENESEE & WYOMING INC.

By: _____
Name:
Title:

**CENTRAL RAILROAD COMPANY OF
INDIANAPOLIS**

By: _____
Name:
Title:

OHIO CENTRAL RAILROAD, INC.


By: _____
Name:
Title:

RAILAMERICA, INC.

By: _____
Name:
Title:

GRANTORS:

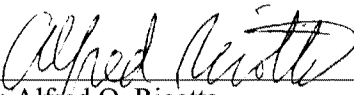
GENESEE & WYOMING INC.

By: 
Name: Thomas D. Savage
Title: Chief Financial Officer

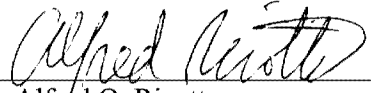
**CENTRAL RAILROAD COMPANY OF
INDIANAPOLIS**

By: 
Name: Alfred Q. Ricotta
Title: Secretary

OHIO CENTRAL RAILROAD, INC.

By: 
Name: Alfred Q. Ricotta
Title: Secretary

RAILAMERICA, INC.

By: 
Name: Alfred Q. Ricotta
Title: Secretary

SCHEDULE A

Release of Trademark Security Agreement recorded December 31, 2019 at Reel/Frame 6828/0800

Jurisdiction	Reg./ App. No.	Mark	Owner
U.S.	2,910,786	G & W GENESEE WYOMING & design	Genesee & Wyoming, Inc.
U.S.	4,798,649	G&W GENESEE WYOMING	Genesee & Wyoming, Inc.
Ohio	2349532	CHICAGO FT WAYNE & EASTERN RAILROAD	Central Railroad Company Of Indianapolis
Ohio	TM14116	Train w/ Amish Horse & Buggy (Design Only)	Ohio Central Railroad, Inc.
U.S.	2,097,211	R & design	RailAmerica, Inc.
U.S.	2,124,976	RAILAMERICA	RailAmerica, Inc.
Canada	TMA950953/1700158	GODERICH- EXETER & design	Genesee & Wyoming Inc.