

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

| Name                  | Execution Date |
|-----------------------|----------------|
| RailRunner N.A., Inc. | 02/01/2005     |

RECEIVING PARTY DATA

|                 |                          |
|-----------------|--------------------------|
| Name:           | USB Focus Fund XIII, LLC |
| Street Address: | 55 Old Bedford Road      |
| City:           | Lincoln                  |
| State/Country:  | MASSACHUSETTS            |
| Postal Code:    | 01773                    |

PROPERTY NUMBERS Total: 4

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 5291835 |
| Patent Number: | 5890433 |
| Patent Number: | 6050197 |
| Patent Number: | 6393996 |

CORRESPONDENCE DATA

Fax Number: (617)542-2241  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6175426000  
Email: chpeters@mintz.com  
Correspondent Name: Carol H. Peters  
Address Line 1: Mintz Levin Cohn Ferris Glovsky & Popeo  
Address Line 2: One Financial Center  
Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:

Carol H. Peters

Total Attachments: 20

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PATENT

REEL: 015653 FRAME: 0118

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CH \$160.00 5291835

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## SECURITY AGREEMENT

This Security Agreement (this “Agreement”), dated as of February 1, 2005, is by and between RailRunner N.A., Inc., a Delaware corporation with offices at 1514 E. Cleveland Avenue, Suite 84, East Point, Georgia 30344 (hereinafter referred to as the “Debtor”), USB Focus Fund XIII, LLC, a Delaware limited liability company with offices at 55 Old Bedford Road, Lincoln, Massachusetts 01773 (“USB”), Charles Foscett (“Foscett”), Hillel Bachrach and Liliana Bachrach, as joint tenants (the “Bachrachs”), and Jonathan Fleming (“Fleming”, collectively with USB, Foscett and the Bachrachs, the “Secured Parties”).

### Statement of Facts

The parties hereto have entered into a Note and Series A Convertible Preferred Stock Purchase Agreement dated as of February 1, 2005 (the “Purchase Agreement”) pursuant to which, upon satisfaction of certain conditions, the Secured Parties shall purchase promissory notes of even date herewith in the aggregate principal amount of FIVE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$5,150,000) (collectively, the “Notes” and together with this Agreement and the Purchase Agreement, the “Financing Documents”) issued by the Debtor (such transaction being the “Purchase”). The Secured Parties have agreed to pay the Debtor FIVE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$5,150,000) upon the closing of the Purchase (the “Closing”). This Agreement is entered into in order that the Secured Parties may obtain a security interest in all of the assets of the Debtor to secure the Debtor’s obligations under the Notes. The security interest granted hereby will terminate upon

the fulfillment in full of Debtor's obligations with respect to the Notes in accordance with the terms of that instrument.

1. Grant of Security Interest. For good and valuable consideration, the receipt of which is hereby acknowledged, and to secure (a) all obligations of the Debtor to the Secured Parties under and pursuant to the Notes, (b) all obligations under any similar note evidencing further borrowings, if any, by the Debtor from the Secured Parties and (c) the observance and performance of all of the covenants contained in this Agreement and the other Financing Documents (all of the foregoing being hereinafter referred to as the "Liabilities"), the Debtor hereby grants a security interest (including, without limitation, a lien and pledge) to the Secured Parties in all of the Collateral (as defined in Section 3 hereof).

2. Priority of Security Interest. The security interest granted hereunder shall rank senior in priority to all other security interests in the Collateral, except for (i) any security interest in the Collateral granted to secure Senior Debt (as defined in the Purchase Agreement) and (ii) any security interest on equipment to secure the purchase price of such equipment (or to secure Indebtedness incurred solely for the purpose of financing the acquisition of any such equipment), provided that such security interest does not extend to any other or different property of the Debtor.

3. Definition of Collateral. The term "Collateral" as used in this Agreement shall mean all of Debtor's present and future rights, title and interest in or to any personal property or assets of the Debtor, tangible and intangible, including, without limitation, cash, accounts, chattel paper, general intangibles, securities and other investment properties, trademarks and other intellectual property rights, inventory, machinery, equipment, furniture and other tangible

personal property, whether such property now exists or is hereafter created or acquired, together with the proceeds therefrom and the products thereof; provided, however, that the foregoing shall not limit Debtor's right to use the Collateral and to sell and deliver its services and sell its assets in the ordinary course of its business or to replace obsolete or damaged items of Collateral or to sell bogies and chassis and lease them back, in which case any such obsolete or damaged items so replaced or bogies and chassis so sold shall cease to constitute Collateral for the purposes of this Agreement and will be free and clear of any security interest hereunder.

4. Representations, Warranties and Agreements of the Debtor. The Debtor represents, warrants and agrees as follows:

(a) The execution, delivery and performance hereof are within the corporate powers of the Debtor, having been duly authorized, and are not in contravention of law or the terms of its Certificate of Incorporation, its By-laws or any other agreement or arrangement to which the Debtor is a party or by which it is bound.

(b) The Collateral and the records concerning the Collateral are located at the address set forth in the first paragraph of this Agreement and at such other addresses, if any, set forth on Schedule I. The Debtor will immediately notify the Secured Parties in writing of any discontinuance or any change in location of the places of business at which the Collateral is kept. Notwithstanding the foregoing, the Secured Parties acknowledge that bogies and chassis will often be in transit and therefore not at a particular address.

(c) The Debtor shall pay to the Secured Parties any and all costs and expenses (including, without limitation, attorneys fees, court costs and other expenses) incurred or paid by the Secured Parties in maintaining, protecting or enforcing any of the Secured Parties' rights or Debtor's obligations hereunder, including without limitation any and all such costs and expenses

incurred or paid by the Secured Parties in defending the Secured Parties' security interest in or right to the Collateral.

(d) The Debtor will execute and deliver to the Secured Parties financing statements under the Uniform Commercial Code of Delaware and of Georgia, and shall, upon request of the Secured Parties, execute and deliver to the Secured Parties such additional documents and do all things reasonably requested by the Secured Parties to effect the provisions and intent of this Agreement, and to vest in the Secured Parties the security interest in the Collateral granted to the Secured Parties pursuant to this Agreement, including, without limitation, obtaining governmental and other third party consents and approvals, obtaining consents of any licensors or lessors and obtaining waivers from mortgagees and landlords. The Debtor shall bear the cost of filing any of the foregoing in any office in which the same may be filed.

(e) The Debtor shall keep and maintain all of the Collateral in good order and condition at all times, ordinary wear and tear and repair and replacement activities excepted, at the sole cost and expense of the Debtor, and shall keep the same insured in accordance with customary prudent business practices.

(f) The Debtor will provide the Secured Parties with written notification of any material loss or damage to the Collateral within twenty (20) days of the occurrence of such loss.

(g) The Debtor shall not (i) waste or destroy the Collateral or any part thereof, (ii) use the Collateral in violation of any applicable statute, ordinance or regulation, or (iii) use the Collateral in violation of any provision of its Certificate of Incorporation or By-laws.

(h) Except as contemplated by Section 2, the Debtor shall not create, incur, assume or suffer to exist any pledge, lien, security interest or other charge or encumbrance (including the lien or retained security title of a conditional vendor) of any nature, upon or with respect to any of the Collateral, now owned or hereafter acquired, or assign or otherwise convey any right to receive income, except that the foregoing restrictions shall not apply to pledges, liens, security interests or other charges or encumbrances:

(i) for taxes, assessments or governmental charges or levies on property of the Debtor if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings;

(ii) imposed by law, such as carriers', warehousemen's and mechanics' liens and other similar liens arising in the ordinary course of business;

(iii) arising out of pledges or deposits under workmen's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation;

(iv) arising by operation of law in favor of the owner or sublessor of leased premises and confined to the property rented;

(v) arising out of a lease of personal property to secure the expense of such lease (or to secure Indebtedness incurred solely for the purpose of financing the lease of such property) provided that such encumbrance does not extend to any other or different property of the Debtor; or

(vi) arising out of licensing and leasing activities conducted in the ordinary course of business.

5. Events of Default. For the purposes of this Agreement, an "Event of Default" shall constitute the following:

(a) The Company shall fail to pay when due any principal and accrued but unpaid interest (including any Principal Increase) of the Notes (other than regularly scheduled quarterly interest payments, which are addressed in Section 5.(b)), or the Company shall fail to pay the Repurchase Payment on the date of prepayment of the Notes;

(b) The Company shall fail to pay the quarterly interest payments due under the Notes in full within five (5) business days of such payments coming due (other than any quarterly interest payments due on or before March 31, 2006 which the Company elects to defer and treat as a Principal Increase);

(c) Any representation or warranty made in the Purchase Agreement or any of the other Financing Documents or in any certificate, instrument or written statement required to be delivered pursuant to the Purchase Agreement shall prove to have been incorrect when made and the misrepresentation has had a Material Adverse Effect;

(d) The Company shall fail to comply with any covenant set forth in Sections 4.01(b), 4.01(c), 4.01(d), 4.01(e), 4.01(f), 4.01(h), 4.01(l) or 4.02 (other than 4.02(e)) of the Purchase Agreement, such failure shall continue for a period of twenty (20) days after the earliest to occur of: (i) written notice of such failure from the Company to the Investor or (ii) written notice of such failure from the Investor to the Company. Such twenty (20) day period, however, shall be extended (the "Extension") if the default is of a kind that is not curable within the twenty (20) days, but curable in a longer period and the Company diligently commences remedial



measures within the twenty (20) day notice period, and provided that the duration period of the Extension shall in any case be a maximum of forty (40) days. The Company may request an additional extension period if remedial measures are in place and the Company is prosecuting them to completion;

(e) The Company shall fail to perform or observe any other term, covenant or agreement contained in the Purchase Agreement or any of the other Financing Documents on its part to be performed or observed, such failure shall continue for a period of sixty (60) days after the earliest to occur of: (i) written notice of such failure from the Company to the Investor or (ii) written notice of such failure from the Investor to the Company and such failure had a Material Adverse Effect;

(f) The Company shall fail to pay any Indebtedness for borrowed money (other than as evidenced by the Notes) owing by the Company, or any interest or premium thereon, when due (or, if permitted by the terms of the relevant document, following any applicable grace and notice period), whether such Indebtedness shall become due by scheduled maturity, by required prepayment, by acceleration, by demand or otherwise, or shall fail to perform any term, covenant or agreement on its part to be performed under any agreement or instrument (other than the Financing Documents) evidencing or securing or relating to any Indebtedness owing by the Company when required to be performed (or, if permitted by the terms of the relevant document, within any applicable grace and notice period) and such failure to perform any term, covenant or agreement has a Material Adverse Effect;

(g) The Company shall be involved in financial difficulties as evidenced (i) by its admitting in writing its inability to pay its debts generally as they become due; (ii) by its commencement of a voluntary case under Title 11 of the United States Code as from time to time

in effect, or by its authorizing, by appropriate proceedings of its Board of Directors or other governing body, the commencement of such a voluntary case; (iii) by its filing an answer or other pleading admitting or failing to deny the material allegations of a petition filed against it commencing an involuntary case under said Title 11, or seeking, consenting to or acquiescing in the relief therein provided, or by its failing to controvert timely the material allegations of any such petition, or by its failing to have such petition dismissed within ninety (90) days; (iv) by the entry of an order for relief in any involuntary case commenced under said Title 11; (v) by its seeking relief as a debtor under any applicable law, other than said Title 11, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or by its consenting to or acquiescing in such relief; (vi) by the entry of an order by a court of competent jurisdiction (a) finding it to be bankrupt or insolvent, (b) ordering or approving its liquidation, reorganization or any modification or alteration of the rights of its creditors, or (c) assuming custody of, or appointing a receiver or other custodian for, all or a substantial part of its property; or (vii) by its making an assignment for the benefit of, or entering into a composition with, its creditors, or appointing or consenting to the appointment of a receiver or other custodian for all or a substantial part of its property;

(h) Any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of the Company and such judgment, writ, or similar process shall not be released, vacated or fully bonded within ninety (90) days after its issue or levy;

(i) The Company shall engage in a transaction in violation of Section 4.02(e) of the Purchase Agreement; or

(j) The conduct of the Company's business shall conflict with valid patents, patent rights, licenses, permits, trade secrets, trademarks, trademark rights, trade names or trade name rights or franchises, copyrights, inventions and intellectual property rights of others and such conflict has had or is reasonably likely to have a Material Adverse Effect.

6. Rights and Remedies on an Event of Default. If there is an Event of Default then the Secured Parties shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, any or all of the following:

(a) The Secured Parties may enter, with or without legal process, all premises where the Collateral or books and records evidencing the Collateral may be and take possession thereof. In connection with such entry, the Debtor hereby waives any non-willful damages caused thereby.

(b) During the continuation of an Event of Default, whether or not the Secured Parties take actual possession of the Collateral, the Collateral, or any part thereof, may be sold at a public or private sale. Nothing herein contained shall prevent the Secured Parties from bidding at any sale of the Collateral.

(c) The Secured Parties may transfer any of the Collateral or evidence thereof into its own name and, with respect thereto, the Debtor hereby irrevocably appoints the Secured Parties as its true and lawful attorneys with full power of substitution for the sole benefit of the Secured Parties, but at the sole expense of the Debtor, to demand, collect, give receipt for, settle, compromise, adjust, sue for, foreclose or realize upon the Collateral or any portion thereof, in the Secured Parties' own names or in the name of the Debtor. The Secured Parties shall not be liable for the failure to collect any accounts or enforce any contract right or for any act or omission on

its part unless such failure, act or omission is the result of the Secured Parties' willful misconduct.

The net proceeds to the Secured Parties of any disposition of the Collateral as aforesaid shall first be applied to the payment of all costs, charges and expenses incurred in taking, removing, holding, realizing upon and selling the same and a reasonable sum as attorneys' fees and then to the payment of the unpaid interest and principal owed with respect to the Liabilities.

7. Term and Termination. This Agreement shall remain in full force and effect until the payment in full of all amounts owed by the Debtor to the Secured Parties with respect to the Liabilities, at which point all of the rights and obligations of the parties hereunder shall terminate.

8. Waivers. The Debtor waives notice of non-payment, demand, presentment, protest or notice of protest with respect to the Collateral, and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of the Secured Parties in exercising or enforcing any of its rights or remedies hereunder shall constitute a waiver thereof in that or any other instance. No waiver by the Secured Parties of any Event of Default of the Debtor hereunder shall operate as a waiver of any other Event of Default hereunder.

9. Agent. USB Focus Fund XIII, LLC is hereby appointed by the Secured Parties as their contractual representative (herein referred to as the "Agent") under this Security Agreement, any UCC Financing Statements and any other documents in connection with the Notes or security therefor (including perfection of all security interests related thereto), and the Secured Parties irrevocably authorize the Agent to act as their contractual representative with the rights and duties expressly set forth herein and in the Financing Documents. The Secured Parties other than

the Agent agree that the Agent is the sole party authorized to take action under this Security Agreement. The Agent agrees to act as such contractual representative upon the express conditions contained in this Section. Notwithstanding the use of the defined term “Agent,” it is expressly understood and agreed that the Agent shall not have any fiduciary responsibilities to the Secured Parties by reason of this Security Agreement or any other Financing Document and that the Agent is merely acting as the contractual representative of the Secured Parties with only those duties as are expressly set forth in this Security Agreement and the other Financing Documents. In its capacity as the Secured Parties’ contractual representative, the Agent (a) does not hereby assume any fiduciary duties to the Secured Parties, (b) is a “representative” of the Secured Parties within the meaning of Section 9-102 of the Uniform Commercial Code and (c) is acting as an independent contractor, the rights and duties of which are limited to those expressly set forth in this Security Agreement and the other Financing Documents. The Secured Parties hereby agree to assert no claim against the Agent on any agency theory or any other theory of liability for breach of fiduciary duty, all of which claims the Secured Parties hereby waive. The Agent shall have and may exercise such powers under the Financing Documents as are specifically delegated to the Agent by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder and under any other Financing Document in accordance with written instructions signed by the holders of at least a majority of the outstanding principal amount of the Notes (the “Required Noteholders”), and such instructions and any action taken or failure to act pursuant thereto shall be binding on all of the holders of Notes. The Secured Parties other than the Agent acknowledge that the Agent holds a majority of the outstanding principal amount of the Notes and that accordingly the Agent will be able to act or prevent action

under this Security Agreement unilaterally. The Secured Parties hereby acknowledge that the Agent shall be under no duty to take any discretionary action permitted to be taken by them pursuant to the provisions of this Security Agreement or any other Financing Document unless it shall be requested in writing to do so by the Required Noteholders. The Agent shall be fully justified in failing or refusing to take any action hereunder and under any other Financing Document unless it shall first be indemnified to its satisfaction by the Secured Parties pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action. The Secured Parties hereby empower and authorize the Agent to execute and deliver on their behalf the Security Agreement and all documents necessary or desirable to evidence or perfect any security interests regarding the Notes, including any financing statements, agreements, documents or instruments as shall be necessary or appropriate to effect the purposes of the Financing Documents, and to take action under Sections 6 and 8 of the Security Agreement. The Secured Parties also hereby empower and authorize the Agent to execute and deliver to the Debtor on their behalf any agreements, documents or instruments as shall be necessary or appropriate to effect any releases of Collateral which shall be permitted by the terms hereof or of any other Financing Document or which shall otherwise have been approved by the Required Noteholders.

10. Miscellaneous.

(a) Capitalized terms used herein and not otherwise defined shall have the meanings given to them by the Purchase Agreement.

(b) If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or

unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

(c) This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(d) The Secured Parties may transfer and assign this Agreement to an assignee, who shall thereupon have all of the rights of the Secured Parties hereunder. The Secured Parties shall provide the Debtor with prompt written notice of such an assignment. Other than as permitted by the Purchase Agreement, no assignment shall be made by the Debtor without the written consent of the Secured Parties, which consent may be withheld for any reason, in the sole discretion of the Secured Parties.

(e) This Agreement is intended to take effect as a sealed instrument. This Agreement and all transactions thereunder or pursuant thereto shall be governed by the laws of the Commonwealth of Massachusetts without regard to its principles of conflicts of law.

(f) Any notices under or pursuant to this Agreement shall be deemed duly received by the party notified and effective if delivered in hand or if mailed by registered or certified mail, addressed to the party to be notified at its address first set forth herein.

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SECURITY AGREEMENT - USB FOCUS FUND XIII, LLC

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed  
by a duly authorized officer, as of the date first above written.

RAILRUNNER, N.A., INC.

By: 

Printed Name: Charles Foskett

Title: President and CEO

USB FOCUS FUND XIII, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



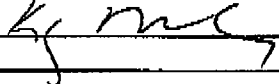
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed  
by a duly authorized officer, as of the date first above written.

RAILRUNNER, N.A., INC.

By: \_\_\_\_\_  
Printed Name: Charles Foskett  
Title: President and CEO

USB FOCUS FUND XIII, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

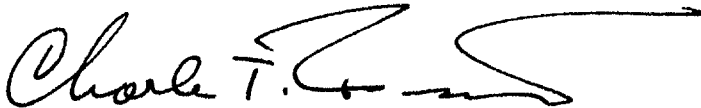
**RAILRUNNER N.A., INC.**

Security Agreement

Counterpart Signature Page

By execution and delivery of this signature page, the undersigned hereby agrees to become a party to that certain Security Agreement (the "Security Agreement") by and among RailRunner N.A., Inc., a Delaware corporation and the Secured Party (as defined therein), dated as of February 2, 2005, and is entitled to all of the benefits under and subject to all of the obligations, restrictions and limitations set forth in the Security Agreement that are applicable to the Secured Party. This Counterpart Signature Page shall take effect and shall become a part of said Security Agreement immediately upon execution.

Executed, in counterpart, as of the date set forth below.



Name: Charles T. Foskett

Address: 101 Brantwood Rd  
Arlington, MA 02476

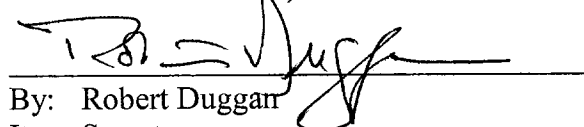
Telephone Number: (781) 646-5882

Date: 2/1/05

Date:

Agreed and Accepted:

RAILRUNNER N.A., INC.



By: Robert Duggan

Its: Secretary

Date: February \_\_, 2005

**RAILRUNNER N.A., INC.**Security AgreementCounterpart Signature Page

By execution and delivery of this signature page, the undersigned hereby agrees to become a party to that certain Security Agreement (the "Security Agreement") by and among RailRunner N.A., Inc., a Delaware corporation and the Secured Party (as defined therein), dated as of February 1, 2005, and is entitled to all of the benefits under and subject to all of the obligations, restrictions and limitations set forth in the Security Agreement that are applicable to the Secured Party. This Counterpart Signature Page shall take effect and shall become a part of said Security Agreement immediately upon execution.

Executed, in counterpart, as of the date set forth below.

Name: Address: 40 Lenox St.  
Newton MA 02465Telephone Number: 617-332-5059Date: 2/1/05

Date:

Agreed and Accepted:

RAILRUNNER N.A., INC.

By: Charles Foscett

Its: President &amp; Chief Executive Officer

Date: February \_\_, 2005

TRA 2001380v1

**RAILRUNNER N.A., INC.**

Security Agreement

Counterpart Signature Page

By execution and delivery of this signature page, the undersigned hereby agrees to become a party to that certain Security Agreement (the "Security Agreement") by and among RailRunner N.A., Inc., a Delaware corporation and the Secured Party (as defined therein), dated as of February 1, 2005, and is entitled to all of the benefits under and subject to all of the obligations, restrictions and limitations set forth in the Security Agreement that are applicable to the Secured Party. This Counterpart Signature Page shall take effect and shall become a part of said Security Agreement immediately upon execution.

Executed, in counterpart, as of the date set forth below.

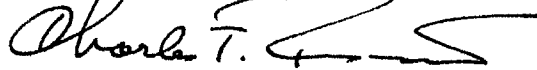
\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Agreed and Accepted:

RAILRUNNER N.A., INC.



By: Charles Foskett  
Its: President & Chief Executive Officer  
Date: February 1, 2005

## RAILRUNNER N.A., INC.

Security AgreementCounterpart Signature Page

By execution and delivery of this signature page, the undersigned hereby agrees to become a party to that certain Security Agreement (the "Security Agreement") by and among RailRunner N.A., Inc., a Delaware corporation and the Secured Party (as defined therein), dated as of February 1, 2005, and is entitled to all of the benefits under and subject to all of the obligations, restrictions and limitations set forth in the Security Agreement that are applicable to the Secured Party. This Counterpart Signature Page shall take effect and shall become a part of said Security Agreement immediately upon execution.

Executed, in counterpart, as of the date set forth below.



Name: Hillel and Liliana Bachrach, joint tenants

Address: 202 Commonwealth Ave.  
Boston, MA 02116

Telephone Number: (617) 369-9536  
Date: 2/1/05  
Date:

Agreed and Accepted:

RAILRUNNER N.A., INC.

By: Charles Foscett  
Its: President & Chief Executive Officer  
Date: February \_\_, 2005

TRA 2001380v1

**RAILRUNNER N.A., INC.**

Security Agreement

Counterpart Signature Page

By execution and delivery of this signature page, the undersigned hereby agrees to become a party to that certain Security Agreement (the "Security Agreement") by and among RailRunner N.A., Inc., a Delaware corporation and the Secured Party (as defined therein), dated as of February 1, 2005, and is entitled to all of the benefits under and subject to all of the obligations, restrictions and limitations set forth in the Security Agreement that are applicable to the Secured Party. This Counterpart Signature Page shall take effect and shall become a part of said Security Agreement immediately upon execution.

Executed, in counterpart, as of the date set forth below.

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

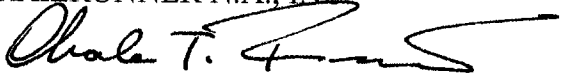
Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Date:

Agreed and Accepted:

RAILRUNNER N.A., INC



By: Charles Foskett

Its: President & Chief Executive Officer

Date: February 1, 2005

TRA 2001380v1