

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3021933

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	RAIL SERVICE AND LOGISTICS, LLC	09/12/2014
RECEIVING PARTY DATA		
Name:	IBERIABANK	
Street Address:	11 E. GREENWAY PLAZA	
Internal Address:	SUITE 2900 - ATTENTION: WES HARRIS	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77046	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	6976432	
Patent Number:	8061277	
Patent Number:	6324993	
Patent Number:	6786158	
Patent Number:	6257680	
Patent Number:	6758536	
CORRESPONDENCE DATA		
Fax Number:	(214)745-5390	
<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:	214-745-5226	
Email:	awalker@winstead.com	
Correspondent Name:	ANDREA WALKER, WINSTEAD PC	
Address Line 1:	P. O. BOX 131851	
Address Line 4:	DALLAS, TEXAS 75313-1851	
ATTORNEY DOCKET NUMBER:	52479-22 PAT SEC AGR, RSL	
NAME OF SUBMITTER:	ANDREA WALKER	
SIGNATURE:	/Andrea Walker/	
DATE SIGNED:	09/15/2014	
Total Attachments: 6		

PATENT

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") dated as of September 12, 2014, is by and between RAIL SERVICE AND LOGISTICS, LLC, a Missouri limited liability company ("Debtor"), and IBERIABANK, a Louisiana state-chartered bank ("Secured Party").

Background.

WHEREAS, RSL HOLDING, LLC, a Delaware limited liability company ("Borrower") and Secured Party have entered into that certain Loan Agreement dated as of even date herewith (such Loan Agreement, as the same may be amended or modified from time to time, is referred to herein as the "Loan Agreement").

In connection with the Loan Agreement, Debtor and Secured Party have executed and delivered the Security Agreement dated as of even date herewith (such agreement, together with all amendments and restatements thereto, the "Security Agreement").

Pursuant to the Loan Agreement and the Security Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations.

Debtor has duly authorized the execution, delivery and performance of this Agreement.

It is in the best interests of Debtor to execute this Security Agreement inasmuch as Debtor will derive substantial direct and indirect benefits from the Loans made from time to time for the benefit of Borrower by Secured Party pursuant to the Loan Agreement.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make Loans to Borrower pursuant to the Loan Agreement, Debtor agrees, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Loan Agreement.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by Debtor or which Debtor otherwise has the right to license, is in existence, or granting to Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of Debtor under any such agreement.

"Patents" means (a) all letters patent of any governmental authority, all registrations and recordings thereof, and all applications for letters patent of any governmental authority, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grants to Secured Party a security interest in, for its benefit and the benefit of Secured Party, all right, title, and interest in and to all of the following property, whether now owned or hereafter acquired or existing (the "Patent Collateral"):

- (a) all Patents, including all Patents referred to in Schedule 1 attached hereto;
- (b) all applications for Patents, including each Patent application referred to in Schedule 2; and
- (c) all Patent Licenses, including all Patent Licenses referred to in Schedule 1 attached hereto; and
- (d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

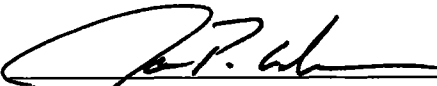
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

RSL HOLDING, LLC

By: 

Name: James P. Wilson

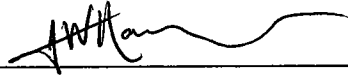
Title: President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 033738 FRAME: 0396

SECURED PARTY:

IBERIABANK

By: _____

Name: Wes Harris

Title: Vice President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 033738 FRAME: 0397

Schedule 1		Registered Patents			
Registered Owner	Nature of Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue	
Savage Services Corporation	Owner	6,976,432	12/20/2005	United States	
Savage Services Corporation	Owner	8061277	11/22/2011	United States	
Savage Services Corporation	Owner	6324993	12/4/2001	United States	
Savage Services Corporation	Owner	6786158	9/7/2004	United States	
Savage Services Corporation	Owner	6257680	7/10/2001	United States	
Savage Services Corporation	Owner	6758536	7/6/2004	United States	

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Schedule 2		Patent Applications		
Applicant/ Assignor	Nature of Debtor's Interest (e.g. owner, licensee)	Serial/Application Number	Filing Date	Country of Application
N/A	N/A	N/A	N/A	N/A
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