

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5956830

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SENIOR SECURED DEBTOR-IN POSSESSION PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AMERICAN COMMERCIAL BARGE LINE LLC	02/11/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, LLC, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	2450 COLORADO AVENUE
<b>Internal Address:</b>	SUITE 3000 WEST
<b>City:</b>	SANTA MONICA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14320905
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	3128637141
<b>Email:</b>	kristen.lange@goldbergkohn.com
<b>Correspondent Name:</b>	KRISTEN N. LANGE, PARALEGAL
<b>Address Line 1:</b>	C/O GOLDBERG KOHN LTD.
<b>Address Line 2:</b>	55 E. MONROE STREET, SUITE 3300
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603
<b>ATTORNEY DOCKET NUMBER:</b>	1989.591
<b>NAME OF SUBMITTER:</b>	KRISTEN N. LANGE
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	02/11/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 6</b>	
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## SENIOR SECURED DEBTOR-IN POSSESSION PATENT SECURITY AGREEMENT

This SENIOR SECURED DEBTOR-IN-POSSESSION PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 11th day of February, 2020, by and between the Grantor listed on the signature page hereof (the "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), 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 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 "Lead Borrower"), a Delaware corporation, American Commercial Lines Inc., a Delaware corporation ("Holdings"), American Commercial Barge Line LLC (f/k/a American Commercial Lines LLC), a Delaware limited liability company ("ACBL"), ACBL Transportation Services LLC (f/k/a ACL Transportation Services LLC), a Delaware limited liability company ("ACBLTS"), ACBL River Operations LLC (f/k/a AEP River Operations LLC), a Delaware limited liability company ("River Ops", and together with Lead Borrower, ACBL, and ACBLTS, collectively the "Borrowers"), 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 Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Secured Creditors, that certain Senior Secured Debtor-in-Possession 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, Grantor is required to execute and deliver to Agent, for the benefit of Secured Creditors, this Patent 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, 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 PATENT COLLATERAL. Subject to entry of the Financing Order and in accordance with the terms thereof, the Grantor hereby grants

and pledges to Agent, for the benefit each of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent 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 Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, 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 Patent 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. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent 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 Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent 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 Patent 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 Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

**7. EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THE VALIDITY OF THIS PATENT 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 Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**AMERICAN COMMERCIAL BARGE LINE LLC**

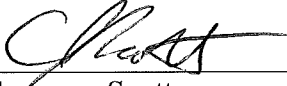
A handwritten signature in black ink, appearing to be 'D. Huls', written over a horizontal line.

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

Name: David J. Huls

Title: SVP & CFO

**WELLS FARGO CAPITAL FINANCE, LLC,**  
a Delaware limited liability company

By:   
Name: Cameron Scott  
Title: Vice President

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

**Patents**

<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Status</b>	<b>Owner</b>
CRUDE OIL CARGO RECIRCULATION SY	14320905	7/1/2014	Published. Non Final Action Mailed on 10/1/2015	American Commercial Barge Line LLC