

08-27-2003



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Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Pacer International, Inc. **V. 22. 03**

Individuals Association
 General Partnership Limited Partnership

Corporation - Tennessee
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Deutsche Bank Trust Company Americas
 Internal Address: 60 Wall Street
 Street Address:
 City: New York State: New York Zip Code: 10005

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: June 10, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/245954 76/506482
76/506484 73/541461
76/506483 76/506481

Additional numbers attached? Yes No

Trademark Registration No.(s)

OFFICE OF PUBLIC RECORDS
2003 AUG 22 AM 10:44
FINANCE SECTION

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Helen Bruno, Senior Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-1705
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Helen Bruno *Helen Bruno* August 22, 2003
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

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08/26/2003 EQUIPER 00000183 76245954

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TRADEMARK

FILED 08-27-2003 D2812 FRAME: 0061

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PACER INTERNATIONAL, INC., a Tennessee corporation (the "Grantor") with principal offices at 2300 Clayton Road, Concord, CA, 94520, hereby grants to DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY, 10005, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

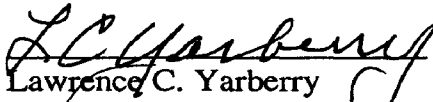
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 10, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
10th day of June, 2003.

PACER INTERNATIONAL, INC., Grantor

By: 
Lawrence C. Yarberry
Executive Vice President

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

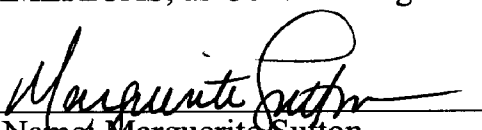
By: _____
Name: Marguerite Sutton
Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
10th day of June, 2003.

PACER INTERNATIONAL, INC., Grantor

By _____
Name:
Title:

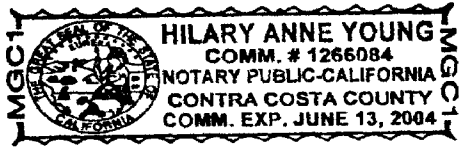
DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By: 
Name: Marguerite Sutton
Title: Vice President

STATE OF CALIFORNIA)
) ss.:
COUNTY OF CONTRA COSTA)

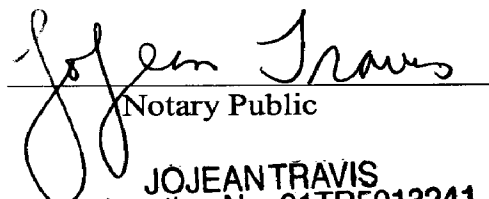
On this 9th day of June , 2003, before me personally came Lawrence C. Yarberry who, being by me duly sworn, did state as follows: that he is Executive Vice President of Pacer International, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Hilary Anne Young
Notary Public



STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 10th day of June, 2003, before me personally came Marguerite Sutton who, being by me duly sworn, did state as follows: that she is Vice President of DEUTSCHE BANK TRUST COMPANY AMERICAS, that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.



Notary Public
JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

SCHEDULE A

Marks and Applications:

Mark	Country	Reg./App. No.	Reg./App. Date
✓ PACER GLOBAL LOGISTICS	U.S.	Reg. No. 76-245954	December 17, 2002
✓ STACKTRAIN	U.S.	App. No. 76-506484	April 14, 2003
✓ PACER INTERNATIONAL	U.S.	App. No. 76-506483	April 14, 2003
✓ Pacer DESIGN "P"	U.S.	App. No. 76-506482	April 14, 2003
✓ PACER (transportation by truck)	U.S.	Reg. No. 73-541461	February 4, 1986
✓ PACER (including transportation by train, boat and air)	U.S.	App. No. 76-506481	April 14, 2003