

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Collateral Agent		06/25/2012	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1 Pierrepont Plaza, 7th Floor		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2945148	ARDC	
Registration Number:	2097211	R	
Registration Number:	2945145	ARDC AMERICAN RAIL DISPATCHING CENTER	
Registration Number:	2124976	RAILAMERICA	
CORRESPONDENCE DATA			
Fax Number:	2126561342		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-701-3345		
Email:	daniel.cote@thomsonreuters.com		
Correspondent Name:	James P. Murphy, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	James P. Murphy, Legal Assistant		

OP \$115.00 2945148

Signature:	/daniel cote thomsonreuters/
Date:	06/27/2012
Total Attachments: 6 source=RailAmerica - Executed Notice of Transfer of Security Interest#page1.tif source=RailAmerica - Executed Notice of Transfer of Security Interest#page2.tif source=RailAmerica - Executed Notice of Transfer of Security Interest#page3.tif source=RailAmerica - Executed Notice of Transfer of Security Interest#page4.tif source=RailAmerica - Executed Notice of Transfer of Security Interest#page5.tif source=RailAmerica - Executed Notice of Transfer of Security Interest#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

U.S. Bank National Association, as Collateral Agent

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) US - Fed.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 06/25/2012

- Assignment
- Security Agreement
- Other Transfer of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Morgan Stanley Senior Funding, Inc., as Collateral

Street Address: Agent, 1 Pierrepont Plaza, 7th Floor

City: Brooklyn

State: New York

Country: USA Zip: 11201

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship US - Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

SEE SCHEDULE A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Docket Number: _____

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James P. Murphy
Signature
JAMES P. MURPHY
Name of Person Signing

June 26, 2012

Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**NOTICE OF TRANSFER OF SECURITY INTEREST
FOR GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS (REEL/FRAME 4033/0105)**

WHEREAS, RailAmerica, Inc., a Delaware corporation (“Grantor”), owns all right, title and interest in and to the trademark registrations and applications listed on Schedule A hereto (the “Trademarks”);

WHEREAS, pursuant to that certain Security Agreement, dated as of June 23, 2009, as amended by that certain Amendment No. 1, dated August 29, 2011 (as further amended, amended and restated, modified or otherwise changed, the “Notes Security Agreement”), Grantor and U.S. Bank National Association, as collateral agent (“Existing Agent”), entered in to that certain Grant of Interest in Trademark Rights, dated as of June 23, 2009 (the “Trademark Security Agreement”), which Trademark Security Agreement was recorded on July 22, 2009 with the United States Patent and Trademark Office at reel/frame 4033/0105;

WHEREAS, Grantor, Existing Agent and Morgan Stanley Senior Funding, Inc. (“Successor Agent”), and certain other parties, have entered into that certain Successor Agent Agreement, dated as of June 25, 2012 (the “Successor Agent Agreement”), pursuant to which (and under the transactions described therein), among other things, Grantor, Existing Agent and Successor Agent and other parties thereto agreed that Successor Agent shall succeed and replace Existing Agent in Existing Agent’s capacity under the Notes Security Agreement and the Trademark Security Agreement;

WHEREAS, Grantor, Existing Agent and Successor Agent desire to execute this document for the purpose of recording with the United States Patent and Trademark Office the succession of Successor Agent in reference to the Trademark Security Agreement, as described above;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree and confirm that:

1. U.S. Bank National Association has ceased to be the collateral agent, in such capacity under the Notes Security Agreement and the Trademark Security Agreement, and that Morgan Stanley Senior Funding, Inc., has succeeded to and replaced U.S. Bank National Association, in such capacity.
2. Nothing herein shall be deemed to terminate or impair the continuity of the security interest in the Trademarks originally granted to the Existing Agent under the Notes Security Agreement and the Trademark Security Agreement, which security interest is now succeeded by and transferred to Morgan Stanley Senior Funding, Inc. The parties hereto acknowledge and agree that Morgan Stanley Senior Funding, Inc. shall enjoy all the rights and remedies as succeeding collateral agent under the Notes Security Agreement and the Trademark Security Agreement as provided under the Successor Agent Agreement and the other transactions and agreements referenced therein.

[Signature page and schedule(s) follow]

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.

U.S. NATIONAL BANK ASSOCIATION, in its capacity as existing collateral agent under the Notes Security Agreement and the Trademark Security Agreement

By: Donald T. Hurrelbrink

Name: **Donald T. Hurrelbrink**

Title: **Vice President**

MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as succeeding collateral agent under the under the Notes Security Agreement and the Trademark Security Agreement

By: _____

Name:

Title:

ACKNOWLEDGED AND AGREED:

RAILAMERICA, INC.

By: _____

Name:

Title:

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.

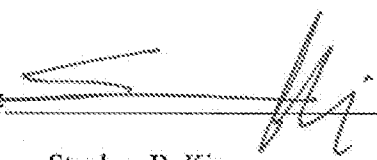
U.S. NATIONAL BANK ASSOCIATION, in its capacity as existing collateral agent under the Notes Security Agreement and the Trademark Security Agreement

By: _____

Name:

Title:

MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as succeeding collateral agent under the under the Notes Security Agreement and the Trademark Security Agreement

By:  _____

Name: Stephen B. King

Title: Vice President

ACKNOWLEDGED AND AGREED:

RAILAMERICA, INC.

By: _____

Name:

Title:

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.

U.S. NATIONAL BANK ASSOCIATION, in its capacity as existing collateral agent under the Notes Security Agreement and the Trademark Security Agreement

By: _____

Name:

Title:

MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as succeeding collateral agent under the under the Notes Security Agreement and the Trademark Security Agreement

By: _____

Name:

Title:

ACKNOWLEDGED AND AGREED:

RAILAMERICA, INC.

By: _____

Name: SCOTT WILLIAMS

Title: Senior Vice President,
General Counsel & Secretary

SCHEDULE A
TRADEMARKS

<u>Trademark</u>	<u>Registration or Serial Number</u>
ARDC	2,945,148
R & Design	2,097,211
ARDC AMERICAN RAIL DISPATCHING CENTER & Design	2,945,145
RAILAMERICA	2,124,976