

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IFCO Systems North America, Inc.		10/10/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	31 West 52nd Street, 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2757551	PALTRAX
Serial Number:	78125777	INXCHANGE
Serial Number:	76147497	IFCO SYSTEMS
Serial Number:	76147363	I IFCO SYSTEMS

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	LBLevy@stblaw.com
Correspondent Name:	Alison Winick
Address Line 1:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	022537/0058
NAME OF SUBMITTER:	Lea B. Levy

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 10, 2003, is made by IFCO SYSTEMS NORTH AMERICA, INC., a Delaware corporation ("IFCO NA"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (the "Collateral Agent") for the ratable benefit of the Holders of Notes (as defined below). Capitalized terms not defined herein shall have the meanings ascribed to them in the Collateral Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, under the Indenture, dated as of October 10, 2003 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among IFCO Systems N.V. ("IFCO-NV"), IFCO Systems Management GmbH ("IFCO-GmbH"), the other Subsidiary Guarantors (as defined in the Indenture) from time to time parties thereto, the Collateral Agent, Deutsche Trustee Company Limited, as trustee (the "Trustee") and the other parties named therein, IFCO-NV has issued 10^{3/8} % Guaranteed Senior Secured Notes due 2010 (the "Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, IFCO-NV is a member of an affiliated group of companies that includes, *inter alios*, IFCO NA;

WHEREAS, the proceeds from the offering of the Notes will be used in part to enable IFCO-NV to make valuable transfers to, among other Grantors, IFCO NA in connection with the operation of its business;

WHEREAS, IFCO-NV and IFCO NA are engaged in related businesses, and the IFCO NA will derive substantial direct and indirect benefit from the offering of the Notes;

WHEREAS, pursuant to the Indenture IFCO NA has provided a Guarantee in favor of the Notes; and

WHEREAS, it is a condition precedent to the issuance of the Notes that IFCO NA shall have executed and delivered this Agreement to the Collateral Agent for the ratable benefit of the Holders of the Notes;

NOW, THEREFORE, in consideration of the premises and to induce the Initial Purchaser and the Holders of the Notes to purchase the Notes, IFCO NA hereby agrees with the Collateral Agent, for the ratable benefit of the Holders of the Notes, 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 provided by reference in the Collateral Agreement.

SECTION 2. Grant of Security Interest. IFCO NA hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective in accordance with the terms and conditions of the Collateral Agreement assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent

for the benefit of the Holders of Notes to secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of IFCO NA's Obligations pursuant to the Collateral Agreement.


SECTION 3. Purpose. This Agreement has been executed and delivered by IFCO NA for the purpose of recording the grant of security interest herein with the Trademark Division of the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Holders of Notes in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Holders of Notes thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. IFCO NA does hereby further acknowledge and affirm that the rights and remedies of the Holders of Notes with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Indenture and the Collateral 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. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the day and year first above written.

IFCO SYSTEMS NORTH AMERICA, INC.

By: 
Name: RICK HAMLIN
Title: VP FIN ACCTG.

Signature Page to
Grant of Security Interest in Trademarks Rights

ACKNOWLEDGED AND AGREED:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: Wanda Camacho
Name: Wanda Camacho
Title: Vice President

Signature Page to
Grant of Security Interest in Trademarks Rights

TRADEMARK
REEL: 002730 FRAME: 0373

SCHEDULE A

U.S. Trademarks Registrations and Applications

Trademark Name	Owner	Registration Number / Serial Number	Classes/ Goods	Registration Date / Statement of Use filing date
US Registered Trademarks				
PALTRAX	IFCO SYSTEMS NORTH AMERICA, INC. Application to transfer ownership from IFCO Systems N.V. to IFCO Systems North America, Inc. pursuant to Trademark Assignment Agreement dated October 7, 2003 was filed on October 8, 2003.	2757551	Classes: 35 Goods: "business management logistical services, namely, management and monitoring of the movement and storage of shipping containers and pallets".	August 26, 2003
Pending Federal Applications				
INXCHANGE	IFCO SYSTEMS NORTH AMERICA, INC. Application to transfer ownership from IFCO Systems N.V. to IFCO Systems North America, Inc. pursuant to Trademark Assignment Agreement dated October 7, 2003 was filed on October 8, 2003.	78125777	Classes: 35,36,39 Goods: "Services for shipping pallets, namely, storage of shipping pallets, and transport of shipping pallets by boat".	July 15, 2003
IFCO SYSTEMS	IFCO SYSTEMS NORTH AMERICA, INC. Application to transfer ownership from IFCO Systems N.V. to IFCO Systems North America, Inc. pursuant to Trademark Assignment Agreement dated October 7, 2003 was filed on October 8, 2003.	76147497	Classes 20, 37, 39 Goods: "rental of shipping pallets and returnable packaging containers" and for Non-metal shipping pallets and containers made from plastic material, namely, multiple-way transport containers".	May 12, 2003
IFCO SYSTEMS	IFCO SYSTEMS NORTH AMERICA,	76147363	Classes 20,37,39 Goods: "Non-metal shipping pallets	May 12, 2003

	<p>INC. Application to transfer ownership from IFCO Systems N.V. to IFCO Systems North America, Inc. pursuant to Trademark Assignment Agreement dated October 7, 2003 was filed on October 8, 2003.</p>		<p>and containers made from plastic material, namely multiple-way transport containers", for "cleaning returnable packaging containers for others", and for "rental shipping pallets and returnable packaging containers".</p>	
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