

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
American Commercial Barge Line LLC		01/11/2005	Limited Liability Company: DELAWARE
American Commercial Lines LLC		01/11/2005	Limited Liability Company: DELAWARE
Jeffboat LLC		01/11/2005	Limited Liability Company: DELAWARE
Louisiana Dock Company LLC		01/11/2005	Limited Liability Company: DELAWARE
American Commercial Terminals LLC		01/11/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75309
Entity Type:	banking association: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1607666	
Registration Number:	2316045	
Registration Number:	1553260	LOUISIANA DOCK
Registration Number:	2332621	LOUISIANA DOCK
Registration Number:	1643903	ACT
Registration Number:	1741761	ACBL
Registration Number:	856237	ACBL

CH \$290.00 1607666

Registration Number:	1804804	ACL
Registration Number:	2349631	A RIVER OF INFORMATION AT YOUR FINGER TIPS
Registration Number:	2329522	RIVER-TRAC
Registration Number:	847768	JEFFBOAT

CORRESPONDENCE DATA

Fax Number: (212)309-6001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-309-6176
Email: trademarks@morganlewis.com
Correspondent Name: Margaret Delacruz, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., NW
Address Line 2: Attn.: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Margaret A. Delacruz
Signature:	/Margaret A. Delacruz/
Date:	01/18/2005

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT (TRANCHE B)

TRADEMARK SECURITY AGREEMENT (TRANCHE B) dated as of January 11, 2005 (as this agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), among AMERICAN COMMERCIAL LINES LLC ("ACL"), AMERICAN COMMERCIAL LINES INC. ("Holdings"), AMERICAN BARGE LINE COMPANY ("New Parent Company"), COMMERCIAL BARGE LINE COMPANY (together with ACL, Holdings and New Parent Company, the "Borrowers"), the subsidiaries of ACL listed on Schedule I hereto (together with the Borrowers, the "Grantors"), and THE BANK OF NEW YORK, as collateral agent (the "Collateral Agent") on behalf of the Secured Parties (as defined below). All capitalized term used herein shall have the respective meanings ascribed to such terms in the Loan Agreement (as defined below) unless otherwise indicated herein.

RECITALS

WHEREAS, on January 31, 2003, ACL, American Commercial Lines Holdings LLC ("Holdings LLC") and certain direct and indirect subsidiaries of ACL (together with Holdings LLC, the "Debtor Guarantors") filed voluntary petitions with the Bankruptcy Court whereby each of ACL and the Debtor Guarantors became a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (the "Cases"), and continued in possession of their assets and in the management of their business pursuant to Sections 1107 and 1108 of the Bankruptcy Code throughout the Cases;

WHEREAS, prior to the filing of the Cases, ACL, Holdings LLC, the Lenders as of the date hereof and JPMorgan Chase Bank, National Association (formerly known as JPMorgan Chase Bank) as administrative agent, security trustee and collateral agent entered into that certain Credit Agreement dated as of June 30, 1998 (as amended and restated as of April 11, 2002 and as further amended and restated or otherwise modified), pursuant to which the Lenders as of the date hereof as pre-petition lenders (collectively, the "Pre-Petition Lenders") made revolving loans and term loans to ACL, which are outstanding in the aggregate principal amount of approximately \$364,835,985.81, with interest accrued thereon through the date hereof and accrued and unpaid fees and expenses (together, the "Existing Pre-Petition Obligations");

WHEREAS, the Existing Pre-Petition Obligations are secured by the Security Agreement dated as of June 30, 1998, as reaffirmed as of May 29, 2002 and as amended and restated or otherwise modified (the "Existing Security Agreement");

WHEREAS, the Existing Pre-Petition Obligations are being restructured into term loans as set forth in (i) that certain Amended and Restated Loan Agreement (Tranche A) dated as of January 11, 2005 (the "Loan Agreement") among the Borrowers, JPMorgan Chase Bank, National Association (formerly known as JPMorgan Chase Bank) as administrative agent (in such capacity, the "Tranche A Administrative Agent"), collateral agent and security trustee (in

such capacity, the “Tranche A Collateral Agent”) and the financial institutions party thereto (the “Tranche A Lenders,”), and (ii) that certain Amended and Restated Loan Agreement (Tranche B) dated as of January 11, 2005 (the “Loan Agreement”) among the Borrowers, The Bank of New York as administrative agent (in such capacity, the “Administrative Agent”), collateral agent and security trustee and the financial institutions party thereto (the “Lenders” and together with the Collateral Agent and the Administrative Agent, the “Secured Parties”);

WHEREAS, it is a condition precedent to effectiveness of the Loan Agreement that, among other things: (i) the Secured Parties enter into an Intercreditor Agreement dated as of the date hereof by and among the Borrowers, each Guarantor, the Collateral Agent, and the Tranche A Collateral Agent, (ii) the Borrowers and each of the Guarantors enter into an Amended and Restated Security Agreement (Tranche B) dated as of the date hereof by each of the Grantors in favor of the Collateral Agent for the benefit of the Secured Parties (the “Security Agreement”); and (iii) each of the Grantors execute this Trademark Security Agreement in order to grant a security interest in favor of the Collateral Agent on behalf of the Secured Parties to secure the Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of the Collateral Agent on behalf of the Secured Parties and for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor does hereby grant, pledge, hypothecate and transfer to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks (as defined in the Security Agreement), including, without limitation, each Trademark referred to in Schedule II hereto (as such Schedule may be amended from time to time by the addition of Trademarks subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), and all the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(ii) all Trademark Licenses (as defined in the Security Agreement), including, without limitation, each Trademark License referred to in Schedule II hereto (as such Schedule may be amended from time to time by the addition of Trademark Licenses subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) and all the goodwill of the business connected with the use of, and symbolized by, the Trademark Licenses; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark referred to in Schedule II hereto, and of any Trademark licensed under any Trademark License, or for injury to goodwill associated with any Trademark or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent, for the ratable benefit of the Secured Parties, in the assets of the Grantors as set forth in the Security Agreement. The Grantors do hereby acknowledge and affirm that the rights and remedies of the Collateral Agent, with respect to the security interest in the Trademarks and the Trademark Licenses 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.

Each Grantor acknowledges that, pursuant to Section 5.09 of the Loan Agreement, the Borrowers are required to cause each Person which becomes a domestic subsidiary of ACL to become a party hereto as an additional Grantor (each such Person, an “Additional Grantor”) by executing an Instrument of Assumption and Joinder (a “Joinder”) substantially in the form attached hereto as Exhibit B. Upon delivery of any such Joinder to the Collateral Agent, notice of which is hereby waived by the Grantors, each such Additional Grantor shall be deemed a Grantor hereunder and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be discharged, diminished or otherwise affected (a) by the addition or release of any other Grantor hereunder, (b) any failure by the Borrowers or any Grantor to cause any domestic subsidiary of ACL to become an Additional Grantor or a Grantor hereunder or (c) by reason of the Collateral Agent’s or any of the Secured Parties’ actions in effecting, or failure to effect, any such Joinder, or in releasing any Grantor hereunder, in each case without the necessity of giving notice to or obtaining the consent of any other Grantor. This Trademark Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES.

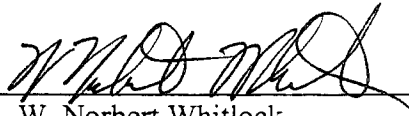
This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature thereto.

This Trademark Security Agreement is effective notwithstanding any defect in the validity or enforceability of any instrument or document contained in any of the other Security Documents.

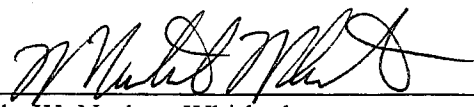
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IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date and year first above written.


AMERICAN COMMERCIAL LINES INC.

By: 
Printed: W. Norbert Whitlock
Title: President

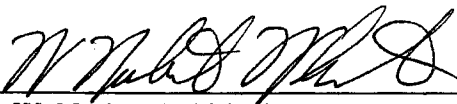
AMERICAN BARGE LINE COMPANY

By: 
Printed: W. Norbert Whitlock
Title: President

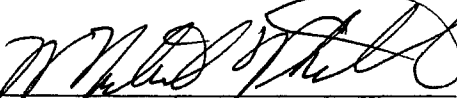
COMMERCIAL BARGE LINE COMPANY

By: 
Printed: W. Norbert Whitlock
Title: President


AMERICAN COMMERCIAL LINES LLC

By: 
Printed: W. Norbert Whitlock
Title: President and Chief Operating Officer

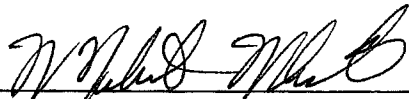
AMERICAN COMMERCIAL BARGE LINE LLC

By: 
Printed: W. Norbert Whitlock
Title: President and Chief Operating Officer

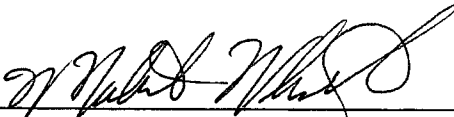
AMERICAN COMMERCIAL LINES
INTERNATIONAL LLC

By: 
Printed: W. Norbert Whitlock
Title: President and Chief Operating Officer

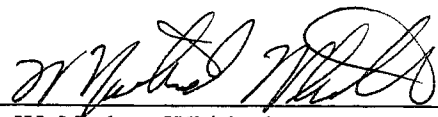
AMERICAN COMMERCIAL LOGISTICS LLC

By: 
Printed: W. Norbert Whitlock
Title: President and Chief Operating Officer

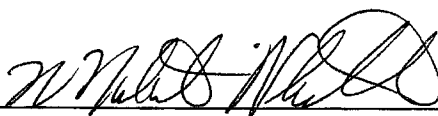
JEFFBOAT LLC

By: 
Printed: W. Norbert Whitlock
Title: Senior Vice President Operations

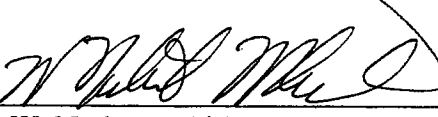
LOUISIANA DOCK COMPANY LLC

By: 
Printed: W. Norbert Whitlock
Title: President and Chief Operating Officer

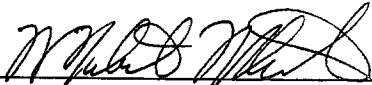
HOUSTON FLEET LLC

By: 
Printed: W. Norbert Whitlock
Title: President and Chief Operating Officer

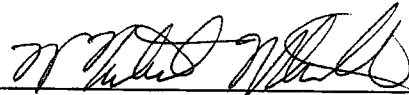
AMERICAN COMMERCIAL TERMINALS LLC

By: 
Printed: W. Norbert Whitlock
Title: President and Chief Operating Officer

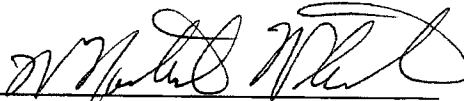
ACBL LIQUID SALES LLC

By: 
Printed: W. Norbert Whitlock
Title: President and Chief Operating Officer

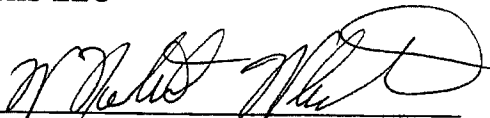
ORINOCO TASV LLC

By: 
Printed: W. Norbert Whitlock
Title: President and Chief Operating Officer


ORINOCO TASA LLC

By: 
Printed: W. Norbert Whitlock
Title: President and Chief Operating Officer

AMERICAN COMMERCIAL TERMINALS -
MEMPHIS LLC

By: 
Printed: W. Norbert Whitlock
Title: President and Chief Operating Officer

LEMONT HARBOR & FLEETING SERVICES
LLC

By: 

Printed: W. Norbert Whitlock

Title: President and Chief Operating Officer

Accepted and Agreed to:

THE BANK OF NEW YORK
as Collateral Agent

By: Francis B. Casanova, II
Name: Francis B. Casanova, II
Title: Vice President

SCHEDULE I

PARTIES

<u>Name</u>	<u>Jurisdiction of Incorporation</u>
American Commercial Barge Line LLC	Delaware
American Commercial Lines International LLC	Delaware
American Commercial Logistics LLC	Delaware
Jeffboat LLC	Delaware
Louisiana Dock Company LLC	Delaware
Houston Fleet LLC	Delaware
American Commercial Terminals LLC	Delaware
ACBL Liquid Sales LLC	Delaware
Orinoco TASV LLC	Delaware
Orinoco TASA LLC	Delaware
American Commercial Terminals-Memphis LLC	Delaware
Lemont Harbor & Fleeting Services LLC	Delaware

SCHEDULE II
TRADEMARKS,
TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

PART A
TRADEMARKS

(i) Trademarks

1. U.S. Patent and Trademark Office Reg. No. 1,607,666, Trade Mark Registration for “flag” design, lined for colors red and blue, but color is not claimed as a feature of the mark; first use 3-1-1966. Registered under American Commercial Lines LLC.
2. U.S. Patent and Trademark Office Serial No. 75/580,586, Registration No. 2,316,045 Miscellaneous Design (towboat); first use 8-15-1998. Registered under American Commercial Barge Line LLC.

(ii) Servicemarks

1. U.S. Patent and Trademark Office Reg. No. 1,553,260, Service Mark Registration for “Louisiana Dock;” first use 12-12-1962. Registered under Louisiana Dock Company LLC.
2. U.S. Patent and Trademark Office Reg. No. 2,332,621, Service Mark Registration for Louisiana Dock and Design. Registered under Louisiana Dock Company LLC.
3. U.S. Patent and Trademark Office Reg. No. 1,643,903, Service Mark Registration for ACT word mark and Design (“ACT” in red, white and blue flag, but color is not claimed as a feature of the mark); first use 3-1-1966. Registered under American Commercial Terminals LLC.
4. U.S. Patent and Trademark Office Reg. No. 1,741,761, Service Mark Registration for “ACBL;” first use 3-15-1966. Registered under American Commercial Barge Line LLC.
5. U.S. Patent and Trademark Office Reg. No. 856,237, Service Mark Registration for “ACBL” flag design; first use Mar. 1, 1966. Registered under American Commercial Barge Line LLC.
6. U.S. Patent and Trademark Office Reg. No. 1,804,804, Service Mark Registration for “ACL;” first use 3-1-1966. Registered under American Commercial Lines LLC.
7. U.S. Patent and Trademark Office Reg. No. 2,349,631, Service Mark Registration for “A RIVER OF INFORMATION AT YOUR FINGERTIPS;” first use 8-15-1998. Registered under American Commercial Barge Line LLC.

8. U.S. Patent and Trademark Office Reg. No. 2,329,522, Service Mark Registration for "RIVER-TRAC," tracking location of barges and status of shipment; first use 4-11-1988. Registered under American Commercial Barge Line LLC.
9. U.S. Patent and Trademark Office Reg. No. 847,768, Service Mark Registration for "JEFFBOAT" and design, shipbuilding and repair of marine vessels; first use 1966. Registered under Jeffboat LLC.

PART B
TRADEMARK APPLICATIONS

NONE

PART C
TRADEMARK LICENSES

NONE

1-NY/1860031.4

RECORDED: 01/18/2005

**TRADEMARK
REEL: 003011 FRAME: 0575**