

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Termination and Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as collateral agent		06/12/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	IFCO SYSTEMS NORTH AMERICA, INC.		
Street Address:	13100 Northwest Freeway		
Internal Address:	Suite 625		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2757551	PALTRAX	
Registration Number:	2896303	INXCHANGE	
Registration Number:	2916558	IFCO SYSTEMS	
Registration Number:	2900130	I IFCO SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(214)746-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	saundra.steinberg@weil.com		
Correspondent Name:	Saundra R. Steinberg		
Address Line 1:	Weil Gotshal & Manges LLP		
Address Line 2:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	53712.0011 S. STEINBERG		

CH \$1115.00 2757551

NAME OF SUBMITTER:	Saundra R. Steinberg
Signature:	/Saundra R. Steinberg/
Date:	06/17/2009
Total Attachments: 5 source=IFCO Systems - IP Termination and Release#page1.tif source=IFCO Systems - IP Termination and Release#page2.tif source=IFCO Systems - IP Termination and Release#page3.tif source=IFCO Systems - IP Termination and Release#page4.tif source=IFCO Systems - IP Termination and Release#page5.tif	

INTELLECTUAL PROPERTY TERMINATION AND RELEASE

THIS INTELLECTUAL PROPERTY TERMINATION AND RELEASE (this "Agreement") dated as of June 12, 2009, is made by and among DEUTSCHE BANK TRUST COMPANY AMERICAS, collateral agent (the "Collateral Agent") and IFCO SYSTEMS NORTH AMERICA, INC. ("Pledgor") pursuant to that certain Grant of Security Interest in Trademark Rights (as amended, restated, amended and restated, supplemented or otherwise modified, the "Trademark Security Agreement"), dated as of October 10, 2003 executed by Pledgor in favor of the Collateral Agent in connection with that certain Indenture, dated as of October 10, 2003 by and among IFCO SYSTEMS, N.V. (IFCO-NV), IFCO SYSTEMS MANAGEMENT GMBH, the other Subsidiary Guarantors (as defined in the Indenture) from time to time parties thereto, the Collateral Agent and DEUTSCHE TRUSTEE COMPANY LIMITED (as amended, restated, amended and restated, supplemented or otherwise modified, the "Indenture").

RECITALS

- A. Under the Indenture, IFCO-NV issued 10.375% Guaranteed Senior Secured Notes due 2010 (the "Notes") upon the terms and subject to the conditions set forth therein.
- B. Pursuant to the Indenture, the Pledgor provided a Guarantee in favor of the Notes.
- C. As a condition precedent, to the issuance of the Notes, the Pledgor executed and delivered the Trademark Security Agreement to the Collateral Agent for the ratable benefit of the Holders (as defined in the Indenture) of the Notes.
- D. Pursuant to the Trademark Security Agreement, Pledgor granted a security interest in the Intellectual Property listed on Exhibit A attached hereto (collectively, the "Intellectual Property") to the Collateral Agent.
- E. In order to evidence the grant of security interests under the Trademark Security Agreement, Pledgor caused the due execution and delivery of certain filings in the United States Patent and Trademark Office (the "USPTO").
- F. The Obligations of the Pledgor and all documents and agreements delivered pursuant to the Indenture, the Collateral Agreement or in connection therewith to the extent described therein have been terminated.
- G. The Collateral Agent has agreed to terminate and release all security interests granted to or held by the Collateral Agent as security for the Obligations of the Pledgor.
- H. In order to evidence the release of the security interests granted pursuant to the Trademark Security Agreement, Pledgor has requested, and the Collateral Agent has agreed, inter alia, to execute and deliver this Agreement.

NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, Pledgor and the Collateral Agent hereby agree as follows:

SECTION 1. Release and Discharge. The Collateral Agent hereby terminates and releases all security interests granted to or held by it in the intellectual property pursuant to the Trademark Security Agreement as security for the Obligations. The Collateral Agent agrees that the intellectual property pledged as security for the Obligations is hereby released and discharged (without recourse, representation or warranty) from the security interests granted pursuant to the Trademark Security Agreement and such security interests are hereby reconveyed to Pledgor.

SECTION 2. Effectiveness. This Agreement becomes effective when all parties hereto have executed and delivered a counterpart hereof (including by way of facsimile transmission or other electronic transmission).

SECTION 3. Further Assurances. The Collateral Agent agrees that it shall, from time to time, at the expense of Pledgor, execute, acknowledge and deliver to Pledgor and its respective designees, successors or assigns such instruments, agreements, and other documents as Pledgor or its successors or assigns shall reasonably request in order to further evidence the releases and discharges described in Section 1 above.

SECTION 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

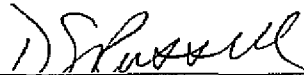
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or electronic transmission), each of which shall be an original, but all of which, taken together, shall constitute one and the same document.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

PLEDGOR:

IFCO SYSTEMS NORTH AMERICA, INC.

By: 
Name: David Russell
Title: President

By: 
Name: Rich Hamlin
Title: Vice President and Secretary

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent

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

By: Annie Jaghatspohyan
Name: Annie Jaghatspohyan
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY TERMINATION AND RELEASE]

TRADEMARK
REEL: 004006 FRAME: 0811

Exhibit A

Intellectual Property

Trademarks

US Registered Trademarks:

Trademark Name	Owner	Registration Number / Serial Number	Classes/ Goods	Registration Date
PALTRAX	IFCO SYSTEMS NORTH AMERICA, INC.	2757551/ 78106555	Classes: 35 Goods: "business management logistical services, namely, management and monitoring of the movement and storage of shipping containers and pallets".	August 26, 2003
INXCHANGE	IFCO SYSTEMS NORTH AMERICA, INC.	2896303/ 78125777	Classes: 35,36,39 Goods: "Services for shipping pallets, namely, storage of shipping pallets, and transport of shipping pallets by boat".	Oct. 19, 2004
IFCO SYSTEMS	IFCO SYSTEMS NORTH AMERICA, INC.	2916558/ 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".	January 4, 2005
I IFCO SYSTEMS	IFCO SYSTEMS NORTH AMERICA, INC.	2900130/ 76147363	Classes 20,37,39 Goods: "Non-metal shipping pallets 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".	Nov. 2, 2004