

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GCT Global Container Terminals Inc.		12/12/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Collateral Agent
Street Address:	101 Barclay Street, Floor 7W
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3843436	G
Registration Number:	3843435	G
Registration Number:	3843437	G GLOBAL CONTAINER TERMINALS
Registration Number:	3843438	G GLOBAL CONTAINER TERMINALS
Registration Number:	3823317	GLOBAL CONTAINER TERMINALS

CORRESPONDENCE DATA

Fax Number: 2122919868
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-558-4229
 Email: demarcor@sullcrom.com, nguyenb@sullcrom.com
 Correspondent Name: Raffaele A. DeMarco
 Address Line 1: 125 Broad Street
 Address Line 2: Sullivan & Cromwell LLP
 Address Line 4: New York, NEW YORK 10004-2498

OP \$140.00 3843436

ATTORNEY DOCKET NUMBER:	018690/00005 (RAD)
NAME OF SUBMITTER:	Raffaele A. DeMarco
Signature:	/Raffaele A. DeMarco/
Date:	12/19/2013
Total Attachments: 6 source=Trademark Security Agrmt (GCT)#page1.tif source=Trademark Security Agrmt (GCT)#page2.tif source=Trademark Security Agrmt (GCT)#page3.tif source=Trademark Security Agrmt (GCT)#page4.tif source=Trademark Security Agrmt (GCT)#page5.tif source=Trademark Security Agrmt (GCT)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2013, (the "*Trademark Security Agreement*"), made by GCT Global Container Terminals Inc., a corporation incorporated under the laws of the Province of Ontario (herein referred to as the "*Grantor*") in favor of The Bank of New York Mellon, as Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "*Grantee*") on behalf of and acting for the Secured Parties under that certain Collateral Agreement dated as of December 12, 2013 among Consolidated Terminals LLC, TSI Terminal Systems Inc., GCT Global Container Terminals Inc., certain subsidiaries of the foregoing from time to time and the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Collateral Agreement*").

WHEREAS, Grantor is an owner of the Trademark Collateral (as defined below) and wishes to grant a security interest therein to Grantee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"):

- (i) each U.S. and each Canadian Trademark registered or applied for registration with the U.S. Patent and Trademark Office or the Canadian Trade-marks Office, as applicable, listed on Schedule 1 hereto;
- (ii) the goodwill of the business symbolized thereby or associated with each of them;
- (iii) all renewals of any of the foregoing;
- (iv) all claims for, and rights to sue for, infringements of any of the foregoing; and
- (v) all income, royalties, damages and payments now or hereafter due or payable to the Grantor with respect to any of the foregoing, including damages and payments for infringements thereof.

Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 (each, an "*ITU Application*"), prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Acknowledgement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Collateral Agreement.

The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the Collateral Agreement and this Trademark Security Agreement, the terms of the Collateral Agreement shall govern and control, except that the terms of this Trademark Security Agreement shall control with respect to any ITU Application.

Definitions. Unless otherwise defined herein, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by the different parties hereto on separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement, or of any amendment or waiver of any provision of this Trademark Security Agreement, by facsimile or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 12 day of December, 2013.

GCT GLOBAL CONTAINER TERMINALS
INC.

By: 
Name: **Chris Davies**
Title: **Chief Financial Officer**

Acknowledged:

The Bank of New York Mellon,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature page to Trademark Security Agreement - GCT]

TRADEMARK
REEL: 005179 FRAME: 0271

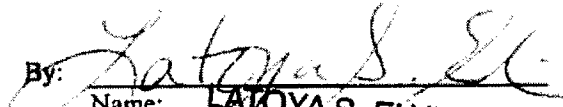
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 12 day of December, 2013.

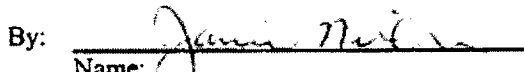
GCT GLOBAL CONTAINER TERMINALS
INC.

By: _____
Name:
Title:

Acknowledged:

The Bank of New York Mellon,
as Collateral Agent

By: 
Name: LATOYA S. ELVIN
Title: VICE PRESIDENT

By: 
Name: JAIME NIELSEN
Title: VICE PRESIDENT

[Signature page to Trademark Security Agreement - GCT]

TRADEMARK
REEL: 005179 FRAME: 0272

GCT GLOBAL CONTAINER TERMINALS INC.

U.S. TRADEMARKS

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
G (color)	3,843,436	Sept. 7, 2010
G (black and white)	3,843,435	Sept. 7, 2010
G with Global Container Terminals (black and white)	3,843,437	Sept. 7, 2010
G with Global Container Terminals (color)	3,843,438	Sept. 7, 2010
GLOBAL CONTAINER TERMINALS	3,823,317	July 20, 2010

TRADEMARK APPLICATIONS

Trademark	Serial Number	Filing Date
N/A	N/A	N/A

CANADIAN TRADEMARKS

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
GLOBAL CONTAINER TERMINALS	TMA760,089	Feb. 24, 2010
G (color)	TMA760,085	Feb. 24, 2010
G (black and white)	TMA760,087	Feb. 24, 2010
G with Global Container Terminals (black and white)	TMA760,084	Feb. 24, 2010
G with Global Container Terminals (color)	TMA760,083	Feb. 24, 2010

TRADEMARK APPLICATIONS

Trademark	Serial Number	Filing Date
N/A	N/A	N/A