

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S Bank National Association, as Collateral Agent		03/31/2015	a National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Marquette Transportation Company, LLC		
Street Address:	150 Ballard Circle		
City:	Paducah		
State/Country:	KENTUCKY		
Postal Code:	42001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Marquette Transportation Company Holdings, LLC		
Street Address:	150 Ballard Circle		
City:	Paducah		
State/Country:	KENTUCKY		
Postal Code:	42001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Marquette Transportation Finance Corporation		
Street Address:	150 Ballard Circle		
City:	Paducah		
State/Country:	KENTUCKY		
Postal Code:	42001		
Entity Type:	CORPORATION: DELAWARE		
Name:	Marquette Transportation Company Gulf-Inland, LLC		
Street Address:	5525 Mounes Street		
City:	Jefferson		
State/Country:	LOUISIANA		
Postal Code:	70123		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Marquette Transportation Company Offshore, LLC		
Street Address:	111 West 194th Street		
Internal Address:	P.O. Box 940		

TRADEMARK

City:	Galliano
State/Country:	LOUISIANA
Postal Code:	70354
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	EMS Towing, LLC
Street Address:	5525 Mounes Street
City:	Jefferson
State/Country:	LOUISIANA
Postal Code:	70123
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Bluegrass Marine, LLC
Street Address:	150 Ballard Circle
City:	Paducah
State/Country:	KENTUCKY
Postal Code:	42001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Cheramine, LLC
Street Address:	111 West 194th Street
City:	Galliano
State/Country:	LOUISIANA
Postal Code:	70354
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	East Coast Marine Towing, LLC
Street Address:	150 Ballard Circle
City:	Paducah
State/Country:	KENTUCKY
Postal Code:	42001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	LMR Freight, LLC
Street Address:	150 Ballard Circle
City:	Paducah
State/Country:	KENTUCKY
Postal Code:	42001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3638690	

CORRESPONDENCE DATA**Fax Number:** 7036106200*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 703-610-6100**Email:** boxip@hoganlovells.com**Correspondent Name:** Timothy J. Lyden**Address Line 1:** 7930 Jones Branch Drive, 9th Floor**Address Line 2:** Box Intellectual Property**Address Line 4:** McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	029862.12
NAME OF SUBMITTER:	Timothy J. Lyden
SIGNATURE:	/Timothy J. Lyden/
DATE SIGNED:	03/31/2015

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of March 31, 2015 ("Effective Date"), by **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("US Bank"), in its capacity as Collateral Agent for the Secured Parties, as such terms are defined in the Security Agreement, dated January 19, 2010, by and among the Grantors (as defined therein) and US Bank (in such capacity, together with its successors and assigns in such capacity, "Grantee"), in favor of **MARQUETTE TRANSPORTATION COMPANY HOLDINGS, LLC**, a Delaware limited liability company, **MARQUETTE TRANSPORTATION COMPANY, LLC**, a Delaware limited liability company ("Marquette"), **MARQUETTE TRANSPORTATION FINANCE CORPORATION**, a Delaware corporation ("Finance Corporation"), **MARQUETTE TRANSPORTATION COMPANY GULF-INLAND, LLC**, a Delaware limited liability company, **MARQUETTE TRANSPORTATION COMPANY OFFSHORE, LLC**, a Delaware limited liability company, **EMS TOWING, LLC**, a Delaware limited liability company, **BLUEGRASS MARINE, LLC**, a Delaware limited liability company, **CHERAMIE, LLC**, a Delaware limited liability company, **EAST COAST MARINE TOWING, LLC**, a Delaware limited liability company, and **LMR FREIGHT, LLC**, a Delaware limited liability company (collectively, jointly and severally, the "Grantors" and, each individually, a "Grantor").

WHEREAS, reference is made to that certain Indenture dated as of January 19, 2010, by and among Marquette, the Finance Corporation, the guarantors party thereto and US Bank (as amended and supplemented by that certain Supplemental Indenture, dated as of September 30, 2011, and as further amended, supplemented or otherwise modified from time to time, the "Indenture");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of January 19, 2010, by and among the Grantors and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on January 29, 2010 at Reel 004140, Frame 0965, the Grantors granted to Grantee a security interest in all of the Grantors' right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registration listed on **Schedule 1** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

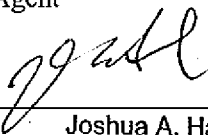
1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to the Grantors all right, title and interest of Grantee in the Trademark Collateral pursuant to the Trademark Security Agreement.

2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent


By: 
Name: Joshua A. Hahn
Title: Vice President

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

TRADEMARK
REEL: 005489 FRAME: 0094

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark Registrations

Grantor	Country	Mark	Type of Mark	Registration Number	Registration Date
Marquette Transportation Company, LLC	United States		Service mark	3,638,690	June 16, 2009