# OP \$140.00 1741761

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM362253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (Reel 4992 / Frame 0048)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		11/12/2015	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	American Commercial Lines LLC	
Street Address:	1701 East Market Street	
City:	Jeffersonville	
State/Country:	INDIANA	
Postal Code:	47130	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	
Name:	Jeffboat LLC	
Street Address:	1701 East Market Street	
City:	Jeffersonville	
State/Country:	INDIANA	
Postal Code:	47130	
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1741761	ACBL
Registration Number:	1804804	ACL
Registration Number:	3221549	ACL
Registration Number:	1607666	
Registration Number:	0847768	JEFFBOAT

### CORRESPONDENCE DATA

Fax Number:

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.

**Email:** michael.barys@thomsonreuters.com

Correspondent Name: Doris Ka
Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP
Address Line 4: New York, NEW YORK 10005

TRADEMARK

900344193 REEL: 005667 FRAME: 0934

NAME OF SUBMITTER:	Doris Ka	
SIGNATURE:	/Michael Barys/	
DATE SIGNED:	11/13/2015	
Total Attachments: 5		
source=1BOA.ACL Trademark Release ( TLB) 4992.0048#page1.tif		
source=1BOA.ACL Trademark Release ( TLB) 4992.0048#page2.tif		
source=1BOA.ACL Trademark Release (TLB) 4992.0048#page3.tif		

source=1BOA.ACL Trademark Release (TLB) 4992.0048#page4.tif source=1BOA.ACL Trademark Release (TLB) 4992.0048#page5.tif

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.
1. Name of conveying party(ies):  Bank of America, N.A.  Individual(s)  Partnership  Corporation- State:  Other Bank  Citizenship (see guidelines) U.S.A.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: 1American Commercial Lines LLC; 2Jeffboat LLC Street Address: 1701 East Market Street City: Jeffersonville State: IN Country: Zip: 47130 Individual(s) Citizenship
Additional names of conveying parties attached? Yes No  3. Nature of conveyance/Execution Date(s):  Execution Date(s) November 12, 2015  Assignment Merger  Security Agreement Change of Name  Other Release (Reel 4992 / Frame 0048)	Association Citizenship  Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship  Limited Liability Company  Other Citizenship 1. & 2 Delaware, USA  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  C. Identification or Description of Trademark(s) (and Filing 5. Name & address of party to whom correspondence	B. Trademark Registration No.(s)  See attached Schedule 1  Additional sheet(s) attached? Yes No
Concerning document should be mailed:  Name: Doris Ka  Internal Address: Cahill Gordon & Reindel LLP	registrations involved: 5  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: 80 Pine Street	Authorized to be charged to deposit account Enclosed
City:         New York           State:         NY         Zip: 10005           Phone Number:         (212) 701-3569           Docket Number:         08061.1034           Email Address:         dka@cahill.com	8. Payment Information:  Deposit Account Number  Authorized User Name
9. Signature:  Signature  Doris Ka, Legal Assistant  Name of Person Signing	November 12, 2015  Date  Total number of pages including cover sheet, attachments, and document:  5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of November 12, 2015 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as collateral agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Senior Lien Security Agreement, dated as of March 22, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Senior Lien Trademark Security Agreement, dated as of March 22, 2013 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 27, 2013 at Reel/Frame 4992/0048;

WHEREAS, the Agent now desires to terminate, release and reassign the entirety of any security interest it may have in the Trademark Collateral.

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
  - 2. Trademark Collateral. The term "Trademark Collateral," as used herein, shall mean:
    - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;
    - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
    - (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.
- 3. <u>Release</u>. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule 1 attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral

under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

- 4. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 5. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 6. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[signature page follows]

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

Bank of America, N.A., acting in its capacity as collateral agent for the Secured Creditors

Name: Tiffany Shin

Title: Assistant Vice President

**GRANTORS:** 

American Commercial Lines LLC Jeffboat LLC

[Signature Page to Trademark Release - TLB]

TRADEMARK

REEL: 005667 FRAME: 0939

## **SCHEDULE 1**

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	American Commercial Lines LLC	ACBL	74275862	05/18/1992	1741761	12/22/1992
2.	American Commercial Lines LLC	ACL	74220004	11/08/1991	1804804	11/16/1993
3.	American Commercial Lines LLC	ACL & Design	78693055	08/15/2005	3221549	03/27/2007
4.	American Commercial Lines LLC	Design	73747134	08/19/1988	1607666	07/24/1990
5.	Jeffboat LLC	JEFFBOAT & Design	72265423	02/24/1967	0847768	04/16/1968

TRADEMARK REEL: 005667 FRAME: 0940

**RECORDED: 11/13/2015**