

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (Reel 4992 / Frame 0484)

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: DELAWARE

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

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Michael Barys/
DATE SIGNED:	11/13/2015
Total Attachments: 5 source=1BOA.ACL Trademark Release (TLC) 4992.0484#page1.tif source=1BOA.ACL Trademark Release (TLC) 4992.0484#page2.tif source=1BOA.ACL Trademark Release (TLC) 4992.0484#page3.tif source=1BOA.ACL Trademark Release (TLC) 4992.0484#page4.tif source=1BOA.ACL Trademark Release (TLC) 4992.0484#page5.tif	

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 Junior 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 Junior Lien Trademark Security Agreement, dated as of March 22, 2013 (the “Trademark Security Agreement”), 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 28, 2013 at Reel/Frame 4992/0484;

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. Defined Terms. 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. Release. 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. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

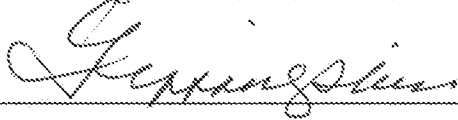
5. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

6. Governing Law. 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**

By: 

Name: Tiffany Shin



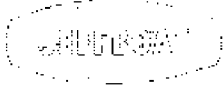
Title: Assistant Vice President

GRANTORS:

**American Commercial Lines LLC
Jeffboat LLC**

[Signature Page to Trademark Release - TLC]

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