

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Notice of Grant of Security Interest in Trademarks | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pacer International, Inc. | | 12/30/2010 | CORPORATION: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Administrative Agent | | |
| Street Address: | 135 S. LaSalle Street, 9th Floor | | |
| Internal Address: | Mailcode: IL4-135-09-27 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | a national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3803149 | OWL360° | |
| Serial Number: | 85085674 | RFI360° | |
| Serial Number: | 85149483 | SMOOTHER MOVES CALCULATOR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (704)350-7800 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (704) 350-7738 | | |
| Email: | bsmith@winston.com | | |
| Correspondent Name: | Betty G. Smith | | |
| Address Line 1: | Winston & Strawn LLP, 214 N. Tryon St. | | |
| Address Line 2: | 22nd Floor | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 150022.00008 | | |
| NAME OF SUBMITTER: | Betty G. Smith | | |

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| Signature: | /Betty G. Smith/ |
| Date: | 12/30/2010 |
| Total Attachments: 5 source=Pacer International, Inc.- Notice of Grant of Security Interest in Trademarks_00000001#page1.tif source=Pacer International, Inc.- Notice of Grant of Security Interest in Trademarks_00000001#page2.tif source=Pacer International, Inc.- Notice of Grant of Security Interest in Trademarks_00000001#page3.tif source=Pacer International, Inc.- Notice of Grant of Security Interest in Trademarks_00000001#page4.tif source=Pacer International, Inc.- Notice of Grant of Security Interest in Trademarks_00000001#page5.tif | |

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

December 30, 2010

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of August 28, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") among the Grantor (as identified on the signature page attached hereto), the other grantors party thereto and the Administrative Agent for the Secured Parties, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the Trademarks, including the United States Trademarks on Schedule 1 hereto (the "Trademark Collateral") to the Administrative Agent for the ratable benefit of the Secured Parties. Terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Grantors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the grant of a security interest in the Trademark Collateral (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

This Notice of Grant of Security Interest in Trademarks has been entered into in conjunction with the provisions of the Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

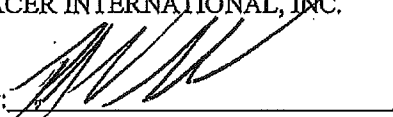
[Signature page follows]

GRANTOR:

6805 Perimeter Drive
Dublin, Ohio 43016

Very truly yours,

PACER INTERNATIONAL, INC.

By: 
Name: Paul Smith
Title: Treasurer

ADMINISTRATIVE AGENT:

135 S. LaSalle Street, 9th Floor
Mailcode: IL4-135-09-27
Chicago, IL 60603

Acknowledged and accepted:

BANK OF AMERICA, N.A.

By: _____
Name: William R. DiCicco
Title: Assistant Vice President

STATE OF OHIO)
) ss.:
COUNTY OF Franklin)

On the 27th day of December in the year 2010 before me, the undersigned, personally appeared Paul Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sharon K Herriott
Notary Public

SHARON K. HERRIOTT
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 08-05-14

TRADEMARK

REEL: 004442 FRAME: 0939

GRANTOR:

6805 Perimeter Drive
Dublin, Ohio 43016

Very truly yours,

PACER INTERNATIONAL, INC.

By: _____
Name: Paul Smith
Title: Treasurer

ADMINISTRATIVE AGENT:

135 S. LaSalle Street, 9th Floor
Mailcode: IL4-135-09-27
Chicago, IL 60603

Acknowledged and accepted:

BANK OF AMERICA, N.A.

By: William R. DiCicco
Name: William R. DiCicco
Title: Assistant Vice President

STATE OF Illinois
COUNTY OF Cook

This 23 day of December, 2010, personally came before me, Michelle Maloney,
Notary Public for said County and State, William DiCicco, who, being by me duly
sworn, says that he/she is Assistant Vice President of Bank of America and that said
writing was signed and sealed by him/her in behalf of said banking association by its authority
duly given. And the said Assistant Vice President acknowledged the said writing to be the act and
deed of said banking association.

WITNESS my hand and official seal, this the 23 day of December, 2010.

[NOTARIAL SEAL]

Michelle Maloney
Notary Public

My commission expires: 5/28/2014



SCHEDULE 1

TRADEMARKS

| <u>Country</u> | <u>Trademark No.</u> | <u>Trademark Serial Number</u> | <u>Description of Trademark Item</u> | <u>Date of Trademark</u> |
|----------------|----------------------|--------------------------------|--------------------------------------|--------------------------|
| United States | 3,803,149 | 77/873,919 | OWL360° | June 15, 2010 |

TRADEMARK APPLICATIONS

| <u>Country</u> | <u>Trademark Applications No.</u> | <u>Description of Trademark Applied for</u> | <u>Date of Trademark Applications</u> |
|----------------|-----------------------------------|---|---------------------------------------|
| United States | 85/085,674 | RFI360° | July 15, 2010 |
| United States | 85/149,483 | SMOOTHER MOVES CALCULATOR | October 11, 2010 |