

COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 8th day of July, 1998, by PROTOCOL, LLC, a Delaware limited liability company ("Grantor"), in favor of NMB HELLER LIMITED ("Heller"),

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Heller proposes to make certain loans and advances to Air-serv, Limited ("Borrower"), an affiliate of Grantor, Grantor on the date hereof and hereafter, all pursuant to that certain facility letter, dated as of even date herewith, between Borrower and Heller (hereinafter, together with any amendments, modifications or supplements thereto, called the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, Grantor will obtain direct and material economic benefit from the extension of such financial accommodations to Borrower pursuant to the Credit Agreement; and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Borrower pursuant to the Credit Agreement, Heller has required that Borrower grant to Heller a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce Heller to consummate the financial accommodations to Borrower provided for in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to Heller a security interest in, and makes to Heller a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Heller for the payment of all Obligations of Grantor to Heller, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Credit Agreement and that certain Security Agreement, dated as of even date herewith, made by Grantor in favor of Heller (the "Security Agreement").

Notwithstanding the foregoing, unless and until Heller exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may

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use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

Grantor further agrees (a) that Heller shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Heller in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Heller may do so in Grantor's name or in Heller's name but at Grantor's expense, and Grantor hereby agrees to reimburse Heller for all expenses, including attorneys' fees, incurred by Heller in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Credit Agreement and the payment and satisfaction in full of the Obligations. At such time Heller shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Heller's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Heller and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

PROTOCOL, LLC

By: 

Nicholas Peters, Chief Executive Officer

Attest: 

Brian Golson, Vice President
[Title]

On this July 8, 1998, before me appeared the person(s) who signed the within and foregoing

Collateral Assignment and Trademark Security Agreement in his (their) capacity(ies) as a (the) representative(s) having the title(s) inscribed above of PROTOCOL, LLC, a Delaware limited liability company, who acknowledged that he (they) signed same as his (their) free act(s) for and on behalf of the identified company with authority to do so.

Pamela A. Allen
Notary Public

Commission Expiration Date:

October 2, 2000

[NOTARIAL SEAL]

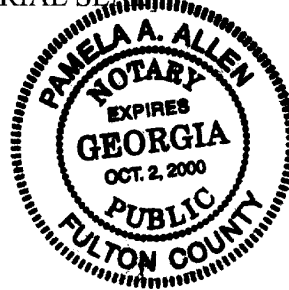


Exhibit A

| <u>Trademark</u> | <u>Registration or Application Number</u> | <u>Issue Date</u> |
|------------------|---|-------------------|
| PROTOCOL | 1507903 | 10/11/88 |