

F

12-04-1998



ER SHEET VLY

U.S. DEPARTMENT OF Patent and Trademark

Tab settings

100912853

To the Honorable Commissioner o.

attached original documents or copy thereof.

1. Name of conveying party(ies): Neoplan USA Corporation

12.1.98

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (CO), Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: May 29, 1998

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address:

Street Address: One North Franklin Street, Suite 3600

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State

Other Banking Association

If assignee is not domiciled in the United States, a domestrepresentative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration Please see attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW Suite 101

City: Washington State DC ZIP: 20004

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/02/1998 INVENTEN 00000135 1171133

DO NOT USE THIS SPACE

01 FC:481 40.00 OP 02 FC:482 100.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Robert S. Collins Name of Person

Signature

11/24/98 Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 1821 FRAME: 0749

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF MAY 29, 1998**

REGISTERED TRADEMARKS

Country	Mark	Reg. No.	Reg. Date
USA	NEOPLAN	1,171,133	9/29/81
USA	NEOPLAN	1,180,506	12/1/81
USA	NEOPLAN and Design	1,536,775	4/25/89
USA	NEOPLAN and Design	1,525,522	2/21/89
USA	Neoplan Emblem (Design Only)	1,246,983	8/2/83
Canada	NEOPLAN	TMA254096	12/19/80
Canada	Neoplan Emblem (Design Only)	TMA257630	4/10/81

COMMON LAW TRADEMARKS

NEOPLAN
NEOPLAN USA
NEOPLAN and Design
Neoplan Emblem
NEOPART
NEOSERVICE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 29, 1998 is made by NEOPLAN USA CORPORATION, a Colorado corporation ("Grantor"), in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, in its capacity as administrative, documentation and collateral agent (Fleet, in such capacities, the "Agent") for itself and any other financial institution that is or becomes a lender hereunder (Fleet, in its individual capacity as a lender, and each such other financial institution are sometimes referred to herein individually as a "Lender" and collectively as the "Lenders").

W I T N E S S E T H:

WHEREAS, IAP Newsub, Inc., a Delaware Corporation ("IAP Newsub"), Agent, BankBoston, a national banking association ("BankBoston"), individually as a lender hereunder and in its capacity as syndication agent (BankBoston, in such capacity, the "Co-Agent") and Lenders are parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lenders may make certain loans and other extensions of credit to IAP Newsub; and

WHEREAS, simultaneously with the making of the initial Loans under the Loan Agreement, Newsub will consummate the Acquisition, purchasing all of the issued and outstanding capital stock of International Automotive Products, Inc., a Delaware corporation ("IAP"); and

WHEREAS, immediately following consummation of the Acquisition, Newsub and IAP will consummate the Newsub Merger pursuant to which Newsub will merge with and into IAP; and

WHEREAS, immediately following consummation of the Newsub Merger, IAP and Neoplan USA Corporation, a Colorado corporation ("Grantor") will consummate the IAP Merger pursuant to which IAP will merge with and into Grantor; and

WHEREAS, Lenders have required, as a condition precedent, among others, to the making of the loans and extensions of credit contemplated by the Loan Agreement that Grantor shall have entered into this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises.** The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Grant of Security Interest in Trademarks and Licenses; Security for Liabilities.** To secure the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration or otherwise) of all of Grantor's "Obligations" (as defined in the Loan Agreement), Grantor hereby grants to Agent a security interest in, as and by way of a security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this **Section 4(a)**, are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on **Schedule B** attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "**Licenses**"); provided, however, the Licenses shall not include any

license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Agreement shall be deemed to apply thereto automatically.

5. **Restrictions on Future Agreements.** Grantor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which breaches or otherwise violates the terms of this Agreement, and Grantor further agrees that Grantor will not take any action, and will use Grantor's reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or except to the extent deemed necessary or desirable by Grantor in the exercise of its reasonable business judgment, the rights associated with the Trademarks or Licenses.

6. **New Trademarks and Licenses.** Grantor represents and warrants to Agent and each of the Lenders that, from and after the Closing Date, (a) the Trademarks listed on **Schedule A** include all of the trademarks, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on **Schedule B** include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) except for Permitted Encumbrances, no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than Agent. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals as licensee, or (iii) enter into any new trademark license agreement or service mark license agreement, then the provisions of **Section 4** of this Agreement shall automatically apply thereto. Grantor shall give to Agent written notice of events described in **clauses (i), (ii) and (iii)** of the preceding sentence not less frequently than on a quarterly basis. Grantor hereby authorizes Agent to modify this Agreement unilaterally (i) by amending **Schedule A** to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending **Schedule B** to include any future trademark license agreements and service mark license agreements which are Licenses under **Section 4** of this Agreement or under this **Section 6**, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on **Schedule A** thereto, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

7. **Royalties.** Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder in connection with Agent's exercise of its rights and remedies under **Section 15** of this Agreement or pursuant to **subsection [9.3 and 9.4]** of the Loan Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Grantor.

8. Right to Inspect; Further Assignments and Security Interests. Agent may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; **provided, that** in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence and during the continuance of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Except pursuant to the reasonable requirements of Grantor's business and in a manner substantially consistent with present practices, Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Agent, (ii) to maintain the quality of such products substantially as of the date hereof, and (iii) not to change the quality of such products in any material respect without Agent's prior and express written consent.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate upon receipt by Agent in immediately available funds sufficient to repay or otherwise collateralize in full all Obligations and Grantor Obligations (other than obligations in the nature of indemnities which survive payment in full of the Obligations and the Grantor Obligations. Upon termination of this Agreement as provided above, Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Security Agreement.

10. Duties of Grantor. Except as otherwise deemed appropriate from time to time in the exercise of its reasonable business judgment, Grantor shall have the duty to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. Except as otherwise deemed appropriate from time to time in the exercise of its reasonable business judgment, Grantor further agrees (i) not to abandon any Trademark or License without the prior written consent of Agent, and (ii) to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither Agent nor any Lender shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Agent shall be under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to Grantor's Obligations.

11. Agent's Right to Sue. From and after the occurrence and during the continuance of a Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 11** (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

12. Waivers. The failure of Agent or any Lender, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of such Person thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Agent, or between Grantor and any Lender, have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Agent or any Lender unless such suspension or waiver is in writing signed by an officer of Agent and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 6** of this Agreement or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, from and after the occurrence and during the continuance of an Event of Default and the giving by Agent of notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, and authorizes Agent and any of Agent's designees, in Grantor's or Agent's name, to take any action and execute any instrument pursuant to such power of attorney which Agent may deem necessary or effective to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Agent deems in its best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to

be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until receipt by Agent in immediately available funds sufficient to repay or otherwise collateralize in full all Obligations and Grantor Obligations (other than obligations in the nature of indemnities which survive payment in full of the Obligations and the Grantor Obligations. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if delivered at least ten (10) Business Days before such disposition; **provided, that** Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon Grantor and Grantor's successors and assigns, and shall inure to the benefit of Agent and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; **provided, that** Grantor shall not voluntarily assign or transfer Grantor's rights or obligations hereunder without Agent's prior written consent.

17. CHOICE OF LAW. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED IN AND SHALL DEEMED TO HAVE BEEN MADE IN CHICAGO, ILLINOIS. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES; PROVIDED, HOWEVER, THAT IF ANY OF THE COLLATERAL SHALL BE LOCATED IN ANY JURISDICTION OTHER THAN ILLINOIS, THE LAWS OF SUCH JURISDICTION SHALL GOVERN THE METHOD, MANNER AND PROCEDURE FOR FORECLOSURE OF AGENT'S LIEN UPON SUCH COLLATERAL AND THE ENFORCEMENT OF AGENT'S OTHER REMEDIES IN RESPECT OF SUCH COLLATERAL TO THE EXTENT THAT THE LAWS OF SUCH JURISDICTION ARE DIFFERENT FROM OR

INCONSISTENT WITH THE LAWS OF ILLINOIS. AS PART OF THE CONSIDERATION FOR NEW VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF GRANTOR, AGENT OR ANY LENDER, GRANTOR HEREBY CONSENTS AND AGREES THAT THE SUPERIOR COURT OF COOK COUNTY, ILLINOIS, OR, AT AGENT'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR OR GRANTOR AND AGENT OR ANY LENDER PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT. GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND GRANTOR HEREBY WAIVES ANY OBJECTION WHICH GRANTOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF GRANTOR'S ACTUAL RECEIPT THEREOF OR 3 DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF AGENT TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY AGENT OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

G. GRANTOR WAIVES (i) THE RIGHT TO TRIAL BY JURY (WHICH EACH LENDER HEREBY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO ANY OF THE RELATED TRANSACTION DOCUMENTS, THE OBLIGATIONS OR THE COLLATERAL; (ii) PRESENTMENT, DEMAND AND PROTEST AND NOTICE OF PRESENTMENT, PROTEST, DEFAULT, NON PAYMENT, MATURITY, RELEASE, COMPROMISE, SETTLEMENT, EXTENSION OR RENEWAL OF ANY OR ALL COMMERCIAL PAPER, ACCOUNTS, CONTRACT RIGHTS, DOCUMENTS, INSTRUMENTS, CHATTEL PAPER AND GUARANTIES AT ANY TIME HELD BY AGENT OR ANY LENDER ON WHICH GRANTOR MAY IN ANY WAY BE LIABLE AND HEREBY RATIFIES AND CONFIRMS WHATEVER AGENT OR ANY LENDER MAY DO IN THIS REGARD; (iii) NOTICE PRIOR TO AGENT'S TAKING POSSESSION OR CONTROL OF THE COLLATERAL OR ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING AGENT TO EXERCISE ANY OF AGENT'S REMEDIES; (iv) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS; AND (v) NOTICE OF ACCEPTANCE

HEREOF. GRANTOR ACKNOWLEDGES THAT THE FOREGOING WAIVERS ARE A MATERIAL INDUCEMENT TO EACH LENDER'S ENTERING INTO THIS AGREEMENT AND THAT EACH LENDER IS RELYING UPON THE FOREGOING WAIVERS IN ITS FUTURE DEALINGS WITH GRANTOR. GRANTOR WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

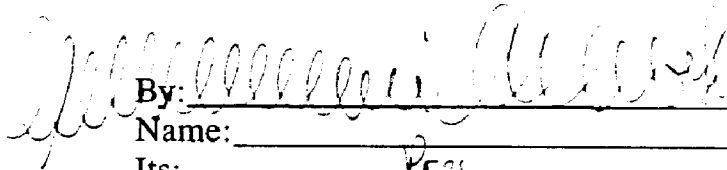
18. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given (and deemed to have been given) in the manner and to the respective addresses set forth in subsection 11.8 of the Loan Agreement. Failure or delay in delivering copies of any such notice, demand, request, consent, approval, declaration or other communication to any Persons designated in this Agreement to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

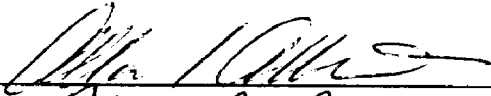
IN WITNESS WHEREOF, Agent and Grantor have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

NEOPLAN USA CORPORATION, a
Colorado corporation


By: _____
Name: _____
Its: Pres.

ACCEPTED AND AGREED TO AS OF
MAY 29, 1998

FLEET CAPITAL CORPORATION,
as Agent

By: 
Name: Allan D. Allness
Title: SVP

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 29th day of May, 1998 by Annemarie Chenoweth, President of NEOPLAN USA CORPORATION, a Colorado corporation, on behalf of such corporation.

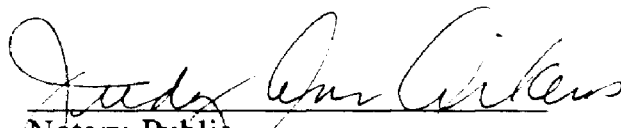
Sarah Filler
Notary Public

My commission expires: 7/31/2001



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 29th day of May, 1998 by Allen Allweiss, Senior Vice President of **FLEET CAPITAL CORPORATION**, a Rhode Island corporation, on behalf of such corporation, in its capacity as agent.


Notary Public
Cook County, Illinois

My commission expires: 3/26/2002

