

RECORDATION FORM TRADEMARK

02-19-1999

DEPARTMENT OF COMMERCE
and Trademark Office



100967118

copy thereof.

To the Honorable Commissioner of Patents and Trademarks: Ple:

M-11-2-17-99

1. Name of conveying party(ies): 1995 FEB 17 PM 2:39
OFFICE

National Carriers, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Original Security Agreement.
- Merger
- Change of Name

Execution Date: Original Agreement: 11/17/93
Current Amendment: 12/31/98

2. Name and address of receiving party(ies)

Name: Fleet Bank, N.A.

Internal Address: Asset Based Lending

Street Address: 1125 Route 22 West

City: Bridgewater State: N.J. ZIP: 08807

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

If assignor is not domiciled in the United States, a domestic representative 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Service Mark "Elite Fleet". Registration Number 1,265,976 dated Jan. 31, 1984.
Logo "NCI". Registration Number 1,013,068 dated June 10, 1975.

Additional numbers attached? Yes No

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

Name: John N. Malyska, Esq.

Internal Address: Meyner and Landis

Street Address: One Gateway Center

Suite 2500

City: Newark State: N.J. ZIP: 07102

6. Total number of applications and registrations involved: 1975 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

B. Deposit account number:

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

02/19/1999 DWGUYEN 00000124 1265976

01 FC:481
02 FC:482

40.00 OP
25.00 OP

DO NOT USE THIS SPACE

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 copy of the original document.

John N. Malyska, Esq.
Name of Person Signing

Signature

February 10, 1999
Date

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

PREPARED BY:


JOHN N. MALYSKA, ESQ.

AMENDMENT OF PATENT, TRADEMARK AND LICENSE MORTGAGE

AMENDING A CERTAIN PATENT, TRADEMARK AND LICENSE MORTGAGE DATED NOVEMBER 17, 1993 AND FILED ON DECEMBER 6, 1993 WITH THE UNITED STATES PATENT OFFICE IN REEL 1075, FRAME 0144, AS AMENDED BY A CERTAIN AMENDMENT OF PATENT, TRADEMARK AND LICENSE MORTGAGE DATED MAY 23, 1997 AND FILED ON JUNE 6, 1997 WITH THE UNITED STATES PATENT OFFICE IN REEL 1596, FRAME 0926

THIS AMENDMENT OF PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Amendment") made as of December 31, 1998, by

NATIONAL CARRIERS, INC., a Kansas corporation, having its principal place of business at 1501 East 8th Street, Liberal, Kansas 67905 ("Mortgagor")

in favor of

FLEET BANK, NATIONAL ASSOCIATION, a national banking association with offices at 1125 Route 22 West, Bridgewater, New Jersey 08807 ("Mortgagee")

WITNESSES THAT:

(1) **WHEREAS**, on or about November 17, 1993, Mortgagor and Mortgagee's predecessor-in-interest National Westminster Bank NJ (in its capacity as agent for National Westminster Bank USA) entered into a certain instrument entitled "Loan Agreement" (such November 17, 1993 Loan Agreement and the documents related thereto being hereinafter referred in this Amendment as the "**1993 Loan Documents**");

(2) **WHEREAS**, to secure its obligations under the 1993 Loan Documents, Mortgagor gave to Mortgagee's predecessor-in-interest National Westminster Bank NJ (in its capacity as agent for National Westminster Bank USA), among other things, the security and collateral set forth in that certain instrument dated November 17, 1993 and entitled "PATENT, TRADEMARK AND LICENSE MORTGAGE" (the "**1993 Patent Mortgage**") and filed on December 6, 1993 with the United States Patent Office in Reel 1075, Frame 0144;

(3) **WHEREAS**, subsequent to November 17, 1993, National Westminster Bank USA (the underlying lender under the 1993 Loan Documents) was merged into National Westminster Bank NJ (the "Agent" under the 1993 Loan Documents) and simultaneously therewith National Westminster Bank NJ changed its name to NatWest Bank N.A.;

(4) **WHEREAS**, effective with the merger of National Westminster Bank USA and National Westminster Bank NJ, the need for the lender and the agent to have separate identities under the 1993 Loan Documents ceased to exist;

(5) **WHEREAS**, also subsequent to November 17, 1993, NatWest Bank N.A. became Fleet Bank, National Association (the "**Mortgagee**" named herein);

(6) **WHEREAS**, Mortgagor and Mortgagee modified the provisions of the 1993 Loan Documents on the terms and conditions contained in that certain instrument dated May 23, 1997, entitled "Loan Agreement" (such May 23, 1997 Loan Agreement and documents related thereto being hereinafter referred in this Amendment as the "**1997 Loan Documents**");

(7) **WHEREAS**, as part of the 1997 Loan Documents, Mortgagor executed an Amendment (the "**1997 Patent Mortgage Amendment**") to the 1993 Patent Mortgage which amendment was filed on June 6, 1997 with the United States Patent Office in Reel 1596, Frame 0926; and

(8) **WHEREAS**, Mortgagor has now requested certain modifications in the 1997 Loan Documents;

(9) **WHEREAS**, Mortgagee is willing to modify the provisions of the 1997 Loan Documents but only on the terms and conditions contained in that certain instrument dated as of even date herewith and entitled "**Loan and Security Agreement**" (such instrument and all extensions, modification and renewals thereof being hereinafter referred to as the "**Loan Agreement**"), which terms and conditions are intended to **restate and amend and replace** the 1997 Loan Documents and which terms and conditions require, without limitation, that Mortgagor execute this Amendment to the 1993 Patent Mortgage as amended by the 1997 Patent Mortgage Amendment; and

(10) **WHEREAS**, to induce Mortgagee to modify the provisions of the 1997 Loan Documents, Mortgagor is willing to execute this Amendment in restatement and amendment of the 1993 Patent Mortgage and the 1997 Patent Mortgage Amendment and is also willing to comply with the provisions hereof;

NOW THEREFORE, in consideration of the premises and the covenants contained in this Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor does hereby agree as follows:

ARTICLE I: REAFFIRMATION OF THE 1993 PATENT MORTGAGE
AND THE 1997 PATENT MORTGAGE AMENDMENT

The provisions of the 1993 Patent Mortgage and the 1997 Patent Mortgage Amendment are hereby reaffirmed and incorporated herein as if each one were herein set forth at length.

ARTICLE II: MODIFICATION OF THE 1993 PATENT MORTGAGE
AND THE 1997 PATENT MORTGAGE AMENDMENT

To the extent that they are inconsistent herewith, the provisions of the 1993 Patent Mortgage and the 1997 Patent Mortgage Amendment are hereby modified and the provisions which follow are substituted in their place and stead so that the rights of the Mortgagor and the Mortgagee shall be determined by reference to this Mortgage rather than by reference to the provisions of the 1993 Patent Mortgage and the 1997 Patent Mortgage Amendment:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Mortgagor's "**Liabilities**" (as defined in the Loan Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to Mortgagee as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law or by the specific license agreements, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(a) each of the following: (1) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"** attached hereto and hereby made a part hereof, and (2) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (3) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) the right to sue for past, present and future infringements thereof, and (5) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (1)-(5) of this subsection 2(a), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**");

(b) each of the following: (1) trademarks, trademark registrations, trademark applications, tradenames and tradestyles,

service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on **Exhibit "B"** attached hereto and hereby made a part hereof, and (2) renewals or extensions thereof, (3) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for part or future infringements thereof, (4) the right to sue for past, present and future infringements thereof, and (5) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (1)-(5) of this subsection 2(b), are sometimes hereinafter referred individually as a "**Trademark**", and, collectively, as the "**Trademarks**";

(c) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other tradename or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "C"** attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "**Licenses**"); and

(d) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(a) the Patents, Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been canceled, in whole or in part and are presently subsisting;

(b) each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;

(d) Mortgagor has adopted, used and is currently using all of the Trademarks;

(e) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(f) Mortgagor has the right to execute and deliver this Mortgage and perform its terms and has entered into or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (solely with respect to the Patents and the Tradenames), which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Patents, Trademarks and Licenses listed on **Exhibits "A", "B" and "C"**, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by Mortgagor. If, before the Liabilities shall have been satisfied in full or before the Loan Documents have been terminated, Mortgagor shall (a) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (b) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (c) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending **Exhibits "A", "B" and "C"**, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder and (b) the Liabilities have been paid in full and the Loan Documents have been terminated. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor.

7. Present Assignment. This assignment is a present and absolute creation of a security interest in the Patents, Trademarks and Licenses and the rents, incomes, issues and profits arising

therefrom. Notwithstanding the foregoing, until the occurrence and continuance of an Event of Default under the Loan Agreement, Mortgagor shall have conditional permission to collect and receive said rents, incomes, issues and profits from the Patents, Trademarks and Licenses. Such right of Mortgagor to collect and receive said rents, incomes, issues and profits may be revoked by Mortgagee upon the occurrence of an aforementioned Event of Default by giving not less than five (5) days' written notice of such revocation, served personally upon or sent by registered or certified mail to Mortgagor.

8. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Liabilities and termination of the Loan Documents, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (b) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

9. Release of Mortgage. Upon payment in full of the Liabilities and termination of the Loan Documents, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Documents.

10. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and

until so paid shall be added to the principal amount of Mortgagor's Liabilities and shall bear interest at the rate for "Revolving Loans" (as defined in the Loan Agreement).

11. Duties of Mortgagor. Mortgagor shall have the duty (a) to prosecute diligently any material patent, trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable, (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (d) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee, except as may be commercially reasonable.

12. Mortgagor's Rights.

(a) Mortgagor hereby irrevocably constitutes and appoints Mortgagee and any officer or agent thereof, with full power of substitution, as Mortgagor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Mortgagor and in the name of Mortgagor or in its own name, from time to time in Mortgagee's discretion, for the purposes of carrying out the terms hereof, as from time to time amended, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes hereof, as from time to time amended. This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Mortgagor further agrees to execute any additional documents which Mortgagee may require in order to confirm this power of attorney, or which Mortgagee may deem necessary to enforce any of its rights contained herein.

(b) Without limiting the generality of the foregoing, Mortgagor hereby gives Mortgagee the power and right, on behalf of Mortgagor, to do the following:

(1) upon the occurrence and continuance of an Event of Default under the Loan Agreement, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any of the Patents, Trademarks or Licenses, and, in the name of Mortgagor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any of the Patents, Trademarks or Licenses and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed

appropriate by Mortgagee for the purpose of collecting any and all such moneys due under any of the Patents, Trademarks or Licenses whenever payable.

(2) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Patents, Trademarks and Licenses.

(3) upon the occurrence and continuance of an Event of Default under the Loan Agreement, (a) to direct any party liable for any payment under any of the Patents, Trademarks or Licenses to make payment of any and all moneys due and to become due thereunder directly to Mortgagee or as Mortgagee shall direct; (b) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any of the Patents, Trademarks or Licenses; (c) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect against or under the Patents, Trademarks or Licenses and to enforce any other right in respect thereof; (d) to defend any suit, action or proceeding brought against Mortgagor with respect to any of the Patents, Trademarks or Licenses; (e) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Mortgagee may deem appropriate; and (f) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Patents, Trademarks or Licenses as fully and completely as though Mortgagee were the absolute owner thereof for all purposes, and to do, at Mortgagee's option all acts and things which Mortgagee deems necessary to protect, preserve or realize upon the Patents, Trademarks and Licenses and Mortgagee's security interest therein, in order to effect the intent hereof, as from time to time amended, all as fully and effectively as Mortgagor might do. Mortgagee shall have the right, but shall in no way be obligated, to do any or all of the foregoing, if Mortgagee shall do any of the foregoing, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights hereunder.

(c) The powers conferred on Mortgagee hereunder are solely to protect its interests in the Patents, Trademarks and Licenses and shall not impose any duty upon it to exercise any such powers. Mortgagee shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Mortgagor for any act or failure to act.

(d) If any Event of Default shall occur and be continuing under the Loan Agreement, Mortgagee may, in addition to all other rights and remedies granted to it herein or in the Loan Agreement and/or in any other instrument or agreement securing, evidencing or relating to the Liabilities, exercise all rights and remedies of a secured party under the Uniform Commercial Code. In connection with any commercially reasonable sale under the Uniform Commercial Code or as otherwise authorized by law, Mortgagor also authorizes Mortgagee to execute any endorsements, assignments or other instruments of conveyance or transfer with respect to the Patents, Trademarks and Licenses. Mortgagor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Patents, Trademarks or Licenses are insufficient to pay all amounts to which Mortgagee is entitled. Mortgagor shall also be liable for the reasonable fees of any attorneys employed by Mortgagee to collect any such deficiency and also as to any reasonable attorney's fees incurred by Mortgagee with respect to the collection of any of the Liabilities and the enforcement of any of Mortgagee's respective rights hereunder.

(e) After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage 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 thereof, 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 Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (a) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (b) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (c) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (d) subject to applicable law, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Loan Agreement, including any amendments thereto, has been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Documents, 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 Patents, Trademarks or Licenses may be located.

17. Binding Effect; Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of New York.

19. Headings. Paragraph heading used herein are for convenience only and shall not modify the provisions which they precede.

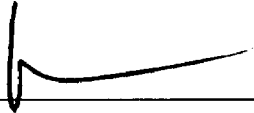
20. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Documents.

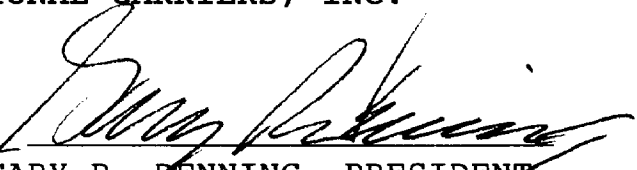
IN WITNESS WHEREOF, NATIONAL CARRIERS, INC. (Mortgagor) duly executed this Mortgage in favor of Fleet Bank, National Association (Mortgagee), as of the date first written above.

WITNESS:

NATIONAL CARRIERS, INC.



RICHARD H. REES,
VICE PRESIDENT/FINANCE

By: 

GARY R. DENNING, PRESIDENT

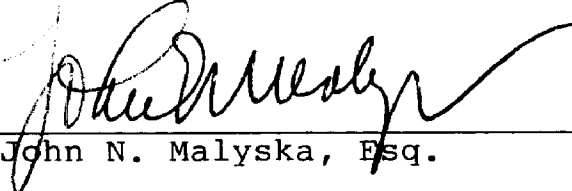
AGREED AND ACCEPTED TO
AS OF DECEMBER 31, 1998

FLEET BANK, NATIONAL ASSOCIATION

Witness as to Fleet Bank,
National Association

By: 

Barry Karen
Vice President

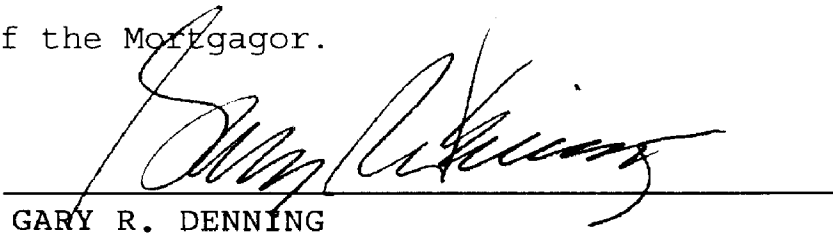


John N. Malyska, Esq.

STATE OF KANSAS)
) SS.:
COUNTY OF Seward)

BE IT REMEMBERED, that on January 21, 1999, before me, the subscriber, personally appeared Gary Denning who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the _____ President of National Carriers, Inc. (the "Mortgagor") named in the foregoing Amendment of Patent, Trademark and License Mortgage; that the execution, as well as the making of the foregoing Amendment of Patent, Trademark and License Mortgage, has been duly authorized by a proper resolution of the Board of Directors of Mortgagor; that the foregoing Amendment of Patent, Trademark and License Mortgage was signed and delivered by Gary Denning in his capacity as _____ President of the Mortgagor; and that he so signed and delivered the foregoing Amendment of Patent, Trademark and License Mortgage as and for the voluntary act and deed of the Mortgagor.

812712001




GARY R. DENNING

Wilma L. Burris

STATE OF NEW JERSEY)
) SS.:
COUNTY OF ESSEX)

BE IT REMEMBERED, that on January 28, 1999, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared BARRY KAREN, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is a Vice President of Fleet Bank, National Association (the "Mortgagee") named in the foregoing Amendment of Patent, Trademark and License Mortgage; that the execution, as well as the making of the foregoing Amendment of Patent, Trademark and License Mortgage, has been duly authorized by a proper resolution of the Board of Directors of Mortgagee; that the foregoing Amendment of Patent, Trademark and License Mortgage was signed and delivered by BARRY KAREN in his capacity as a Vice President of the Mortgagee; and that he so signed and delivered the foregoing Amendment of Patent, Trademark and License Mortgage as and for the voluntary act and deed of the Mortgagee.



JOHN N. MALYSKA
An Attorney at Law of
the State of New Jersey

Patents

None

EXHIBIT "B"

Trademarks

<u>Mark</u>	<u>Number</u>	<u>Date</u>
NCI	1,013,068	6-10-75
ite Fleet	1,265,976	1-31-84

Licenses

None