

03-12-1999

TRADEMARK



100984222  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

3-8-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Effective Date  
Month Day Year  
**02 05 99**

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name **Source One Spares, Inc.** Execution Date  
Month Day Year  
**02 05 99**

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization **Texas**

Receiving Party

Mark if additional names of conveying parties attached

Name **Southwest Bank of Texas, N.A.**

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **5 Post Oak Park**

Address (line 2) **4400 Post Oak Parkway**

Address (line 3) **Houston** **Texas** **77027**  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization **National Banking Association**

FOR OFFICE USE ONLY

03/11/1999 DCDATES 00000002 75422181

01 FC:481  
02 FC:482

40.00 GF  
50.00 GF

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 1865 FRAME: 0871

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

(214) 745-5374

Name

James J. Murphy, Esq.

Address (line 1)

Winstead Sechrest & Minick P.C.

Address (line 2)

5400 Renaissance Tower

Address (line 3)

1201 Elm Street

Address (line 4)

Dallas, Texas 75270-2199

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 6

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/422,181

75/422,182

75/422,183

**Number of Properties**

Enter the total number of properties involved.

# 3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 23-2426

Authorization to charge additional fees:

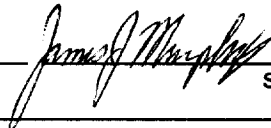
Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

James J. Murphy



March 8, 1999

Name of Person Signing

Signature

Date Signed

## GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of February 5, 1999, is executed by SOURCE ONE SPARES, INC., a Texas corporation (the "Debtor"), 16550 Air Center Boulevard, Houston, Texas 77205, in favor of SOUTHWEST BANK OF TEXAS, N.A., a national banking association (the "Bank"), 5 Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027.

### RECITALS:

A. The Debtor and the Bank have entered into that certain Loan and Security Agreement of even date herewith (such Loan and Security Agreement, as the same may be amended, supplemented or modified from time to time, being hereinafter referred to as the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Debtor has granted to the Bank a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, now or hereafter owned by the Debtor, and all reissues, renewals, modifications, divisions, continuations, extensions and continuations-in-part thereof, including without limitation those described on Exhibit "A" attached hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is a condition precedent to the Bank's obligations under the Loan Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Loan Agreement to the Bank, as security for the payment and performance of the Obligations (as defined in the Loan Agreement), in and to Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, and the goodwill represented thereby.


2. At such time as all of the Obligations have been completely paid and performed in full, the Bank shall execute, acknowledge and deliver to Debtor such statements, documents or other instruments in writing as may reasonably be requested by Debtor to release its security interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Debtor represents and warrants that it has the full right and power to grant the security interest in the Trademarks made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks except for an assignment and transfer in favor of the Senior Lender (as defined in the Loan Agreement).

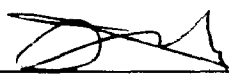
4. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the Bank and Debtor. This Agreement shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of the Bank and its respective successors and assigns. **THIS AGREEMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By accepting this Agreement, the Bank is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

SOURCE ONE SPARES, INC

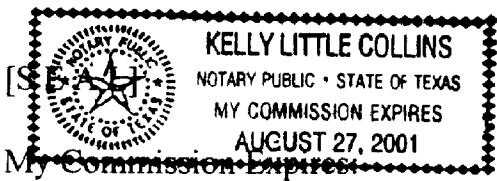
By:   
Name: SETH HALL  
Title: PRESIDENT

SOUTHWEST BANK OF TEXAS, N.A.

By:   
Michael S. Gilbert  
Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

This instrument was ACKNOWLEDGED before me on February 5, 1999, by Seth Hall, President of SOURCE ONE SPARES, INC., a Texas corporation, on behalf of said corporation.



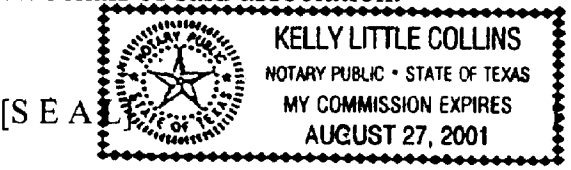
My Commission Expires:  
8-27-2001

Kelly Little Collins  
Notary Public - State of Texas

Kelly Little Collins  
Printed Name of Notary Public

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

This instrument was ACKNOWLEDGED before me on February 5, 1999, by Michael S. Gilbert, Vice President of SOUTHWEST BANK OF TEXAS, N.A., a national banking association, on behalf of said association.



My Commission Expires:  
8-27-2001

Kelly Little Collins  
Notary Public - State of Texas

Kelly Little Collins  
Printed Name of Notary Public

::ODMA\PCDOCS\DALLAS\_1\3119140\1  
316: 12478-30

EXHIBIT "A"

Trademarks

1. Serial Number: 75/422181  
Filing Date: January 23, 1998  
Register: Principal  
Law Office: 106  
Mark: SOURCE ONE SPARES  
Mark Type: Service Mark  
Drawing Type: Words, letters, or numbers in typed form
  
2. Serial Number: 75/422183  
Filing Date: January 23, 1998  
Register: Principal  
Law Office: 106  
Mark: S1  
Mark Type: Service Mark  
Drawing Type: Words, letters, or numbers and design
  
3. Serial Number: 75/422182  
Filing Date: January 23, 1998  
Register: Principal  
Law Office: 106  
Mark: SPARES DIRECT  
Mark Type: Service Mark  
Drawing Type: Words, letters, or numbers in typed form