

4-22-99

04-29-1999

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

101022216

ginal documents or copy thereof.

1. Name of conveying party(ies):

OLYMPIAN JV
(formerly known as Olympian Oil Company)

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California Joint Venture

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

3. Nature of Conveyance:

- [] Assignment
- [X] Security Agreement
- [] Other
- [] Merger
- [] Change of Name

Execution Date: 03/31/99

2. Name and address of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA
Address: 201 Spear Street
City: San Francisco, CA 94105

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

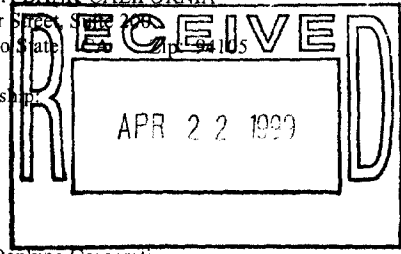
Corporation - State:

Other: a California Banking Corporation

If assignee 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 [x] No



4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,574,809

1,614,811

1,423,279

Additional numbers attached? [] Yes [X] No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 90.00

- [] Enclosed
- [X] Authorized to be charged to deposit account

8. Deposit account number: 07-1907

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

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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

April 21, 1999
Date

Total number of pages comprising cover sheet: [7]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

04/28/1999 DNGUYEN 00000316 071907 1574809

01 FC:481 40.00 CH
02 FC:482 50.00 CH

PA\900940.1
1030642-913300

TRADEMARK
REEL: 1888 FRAME: 0802

md 4.22.99

RECEIVED
99 APR 22 AM 10:33
ASSIGNMENT BRANCH

TRADEMARKS AND SERVICEMARKS

EXHIBIT "C"

Name	Service Mark	Trademark
GULF TRANSPORTATION (hauling petroleum products)	CA 9569	
OLYMPIAN (use with lubricating oils)		CA 61352
OLYMPIC		CA 57508
OLYMPIC	CA 6236	
COMMERCIAL FUELING SYSTEMS (use with gasoline service stations)	CA 28636	
CFN and Design	US 1 574 809	
CFN	US 1 614 811	
ACCUTITE (for repair & maintenance of petroleum dispensing equipment & test testing services)	US 1,423,279	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 31, 1999, by and between Comerica Bank-California ("Lender") and Olympian, JV, a California Joint Venture, Gulf Transportation, LLC, a California limited liability company, and CFN, LLC, a California limited liability company (collectively, "Grantors", and each individually, a "Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of Grantors' right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement, the Security Agreement and the other Loan Documents. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, the Security

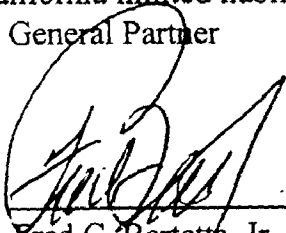
Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

“GRANTORS”:

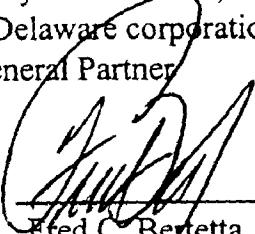
OLYMPIAN, JV, a California Joint Venture

By: Olympian-Gulf Properties, LLC,
a California limited liability company
Its: General Partner

By: 

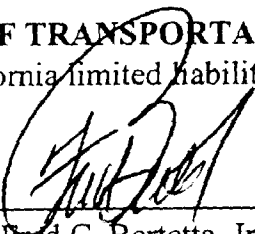
Fred C. Bertetta, Jr.
Its: President

By: Niray International, Inc.,
a Delaware corporation
Its: General Partner

By: 

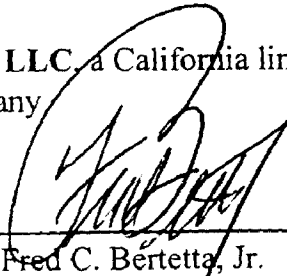
Fred C. Bertetta, Jr.
Its: President

GULF TRANSPORTATION, LLC, a
California limited liability company

By: 

Fred C. Bertetta, Jr.
Its: President

CFN, LLC, a California limited liability
company

By: 

Fred C. Bertetta, Jr.
Its: President

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
-------------	--	--------------------------------------

NONE