

10-12-1999



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To the Honorable Commissione.

the attached original documents or copy thereof.

1. Name of conveying party(ies):

BDP INTERNATIONAL, INC
510 WALNUT STREET
PHILADELPHIA, PENNSYLVANIA 19106

10-01-1999

U.S. Patent & TMO/CI/TM Ma'l RcptDt. #26

Name and address of receiving party(ies)

Name: FIRST UNION NATIONAL BANK

Internal Address: 123 SOUTH BROAD STREET

Street Address: 14TH FLOOR

City: PHILADELPHIA State: PA ZIP: 19109

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

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

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

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 No

3. Nature of conveyance:

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

Execution Date: SEPTEMBER 20, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/492,096
75/492,097
75/491,771

Additional numbers attached? Yes No

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

Name: CAROLYN DECROSTA

Internal Address: CSC

80 STATE STREET

6TH FLOOR

Street Address:

City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved: 3

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

10/06/1999 BMSUYEN 00000256 75492096

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 50.00 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 copy of the original document.

CAROLYN DECROSTA

Name of Person Signing

Carolyn Decrosta
Signature

09/29/99

Date

Total number of pages including cover sheet, attachments, and document: 22

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

TRADEMARK
REEL: 001973 FRAME: 0325

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of the 20th day of September, 1999, by BDP INTERNATIONAL, INC., a Pennsylvania corporation ("BDP"), having a mailing address at 510 Walnut Street, Philadelphia, Pennsylvania 19106,, and delivered to FIRST UNION NATIONAL BANK ("Lender") with an office located at 123 South Broad Street, 14th Floor, Philadelphia, Pennsylvania 19109.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith by and between BDP and Lender (collectively, as the Loan and Security Agreement may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"), under which BDP is granting Lender a lien on and security interest in certain assets of BDP associated with or relating to products leased or sold or services provided under BDP's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets, trademarks, servicemarks and tradenames under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. BDP has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, and security interest in, the Trademarks, together with all the goodwill of BDP associated therewith and represented thereby, as security for all of the Obligations, and desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, BDP grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of BDP

associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. BDP hereby covenants and agrees to maintain the Trademarks in full force and effect and otherwise perform all of its obligations and undertakings under this Agreement until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement has been terminated.

3. BDP represents, warrants and covenants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

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

(d) BDP has the unqualified right, power and authority to enter into this Agreement and perform its terms; and

(e) BDP has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks.

4. BDP further covenants that:

(a) Until all of the Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated, BDP will not enter into any agreement, including without limitation, license agreements or options, which are inconsistent with BDP's obligations under this Agreement, except for agency, co-marketing and co-branding agreements and agreements where Borrower permits its customers to use its software in the ordinary course of business.

(b) If BDP acquires rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. BDP shall give Lender prompt written notice within twenty (20) days after the first use thereof along with an amended **Schedule "A"**.

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred and is continuing under the Loan Agreement and that Lender has elected to exercise its rights hereunder, BDP shall continue to have the exclusive right to use the Trademarks and Lender shall have no right to use the Trademarks or issue any

exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Except as permitted in Section 4(a) set forth above, BDP agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Lender.

7. Following acceleration of the Obligations under the Loan Agreement, BDP hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, following the acceleration by Lender of the Obligations under the Loan Agreement and only following such acceleration, BDP authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as BDP's true and lawful attorney-in-fact, with the power to endorse BDP's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on BDP's behalf a trademark assignment in the form attached hereto as **Exhibit 1**. BDP hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Borrowers' performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of the Obligations and termination of the Loan Agreement, Lender shall execute and deliver to BDP all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks,

or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by BDP on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the contractual per annum rate prescribed in the Loan Agreement applicable to the Adjusted LIBOR Market Index rate prescribed in the Loan Agreement.

12. Subject to any applicable terms of the Loan Agreement, BDP shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter until BDP's Obligations shall have been indefeasibly paid and satisfied in full and, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, BDP shall make federal application on registrable but unregistered trademarks belonging to BDP. Any reasonable expenses incurred in connection with such applications shall be borne by BDP. BDP shall not abandon any Trademark without the prior written consent of the Lender except for such abandonment by Borrower in the ordinary course of its business..

13. BDP shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if BDP reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. BDP shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. If an Event of Default is outstanding under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of BDP hereunder, in BDP's name or in Lender's name, but at BDP's expense, and BDP hereby agrees to reimburse Lender in full for all reasonable costs and expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between BDP and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between BDP and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

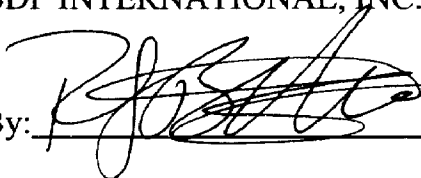
17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

19. **BDP and Lender each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties under this Agreement.**

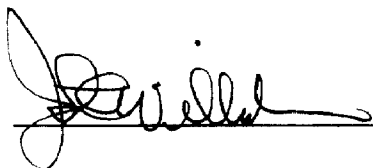
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

BDP INTERNATIONAL, INC.

By:  _____

Approved and Accepted:

FIRST UNION NATIONAL BANK

By:  _____

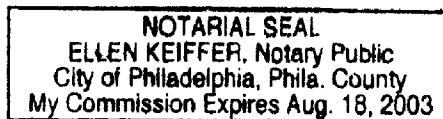
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 20th of September, 1999, before me personally appeared R. J. Belte, to me known and being duly sworn, deposes and says that s/he is President of BDP International, Inc., that s/he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that s/he signed the Agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Ellen Keiffer
Notary Public

My Commission Expires:



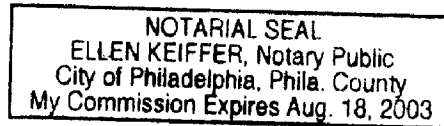
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 20th day of September, 1999, before me personally appeared John Wilburhagen to me known and being duly sworn, deposes and says that s/he is Vice President of First Union National Bank, the Lender described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in ~~her~~him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Ellen Keiffer
Notary Public

My Commission Expires:



TRADEMARK ASSIGNMENT

WHEREAS, BDP International, Inc., a Pennsylvania corporation ("Grantor") is the registered owner of the United States trademarks, tradenames and registrations listed on **Schedule "A"** attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith issued under and pursuant to the Power of Attorney.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of September, 1999.

BDP INTERNATIONAL, INC.

By: _____
Attorney-in-fact

Witness:

STATE OF :
 : S.S.
COUNTY OF :

On this __ day of September, 1999 before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of BDP International, Inc. ("Grantor") and s/he acknowledged to me that s/he executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

**SCHEDULE A
TO THE
TRADEMARK SECURITY AGREEMENT**

I. FEDERAL TRADEMARK AND SERVICE MARK APPLICATIONS

MARK	APP. NO.	FILING DATE	CLASS/SGOODS	STATUS
BDP INTERNATIONAL, INC.	75/492,096	5/27/98	<p>35 - Management assistance, namely, assisting in the management of transportation, warehousing and distribution information and logistics, and determining logistics of construction projects; and business consultation in the field of supply chain process analysis.</p> <p>39 - Transport brokerage, namely, custom house brokerage; freight forwarding services; surface and air freight transportation services; and transportation of goods by ocean, rail, truck and air.</p> <p>42 - Reviewing standards and practices to assure compliance with import and export laws and regulations.</p>	Pending - Publication/ registration review complete.

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Design Only	75/492,097	5/27/98	<p>35 - Management assistance, namely, assisting in the management of transportation, warehousing and distribution information and logistics, and determining logistics of construction projects; and business consultation in the field of supply chain process analysis.</p> <p>39 - Transport brokerage, namely, custom house brokerage; freight forwarding services; surface and air freight transportation services; and transportation of goods by ocean, rail, truck and air.</p> <p>42 - Reviewing standards and practices to assure compliance with import and export laws and regulations.</p>	Pending - Publication /registration review complete.

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MARK	APPROX. VALUE	EFFECTIVE DATE	CLASS/TYPE/GOODS	STATUS
BDP	75/491,771	5/27/98	<p>35 - Management assistance, namely, assisting in the management of transportation, warehousing and distribution information and logistics; business consultation in the field of supply chain process analysis; management assistance, namely, determining logistics of construction projects.</p> <p>39 - Transport brokerage, namely, custom house brokerage and freight forwarding services; surface and air freight transportation services, transportation of goods by ocean, rail, truck and air.</p> <p>42 - Reviewing standards and practices to assure compliance with import and export laws and regulations.</p>	<p>Pending - Publication/ registration review complete; To be published on September 28, 1999.</p>
EXPORTISE	75/267,000	3/31/97	<p>9 - Computer software used to manage and process export orders of goods.</p>	<p>Published - 1st Extension to file Statement of Use granted. Likely to be abandoned.</p>

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I. FEDERAL TRADEMARK AND SERVICE MARK APPLICATIONS

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LOGICIAN	75/267,001	3/31/97	9 - Computer software used to manage and process import orders of goods.	Abandoned ITU.
SEABRIDGE*	75/491,768	5/27/98	39 - Non-vessel ocean common carrier maritime transportation services.	Abandoned. Did not respond to Office Action due 6/14/99 at client instruction; mark not being used.
SEABRIDGE CONTAINER TRANSPORT, INC. and Design*	75/491,770	5/27/98	39 - Non-vessel ocean common carrier maritime transportation.	Abandoned. Did not respond to Office Action due 6/14/99 at client instruction; mark not being used.
SEABRIDGE CONTAINER TRANSPORT, INC.*	75/491,772	5/27/98	39 - Non-vessel ocean common carrier maritime transportation services.	Abandoned. Did not respond to Office Action due at 6/14/99 at client instruction; mark not being used.

* Filed in the name of Seabridge Container Transport, Inc., now known as BDP Transport, Inc.

**SCHEDULE A
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TRADEMARK SECURITY AGREEMENT**

II. TRADE NAMES

1. BDP International, Inc.
2. BDP Transport, Inc.
3. Seabridge Container Transport, Inc.: No longer in use. Now known as BDP Transport, Inc.

POWER OF ATTORNEY

BDP INTERNATIONAL, INC., a Pennsylvania corporation, ("Grantor"), hereby authorizes FIRST UNION NATIONAL BANK, its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, in each case subject to the terms of the Trademark Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith by and between Grantor and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

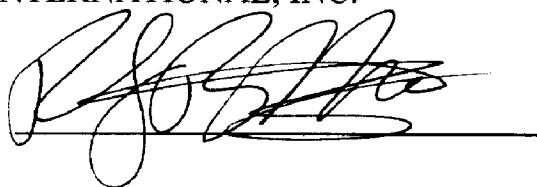
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark Agreement.

This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 24th day of September, 1999.

BDP INTERNATIONAL, INC.

By:



CORPORATE ACKNOWLEDGMENT

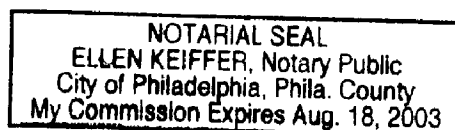
UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 21st of September, 1999, before me personally appeared R. J. B. Itz
_____, to me known and being duly sworn, deposes and says that s/he is President
_____ of BDP International, Inc., the Grantor corporation described in the foregoing
Power of Attorney; that s/he knows the seal of the corporation; that the seal so affixed to the Power
of Attorney is such corporate seal; that s/he signed the Power of Attorney and affixed the seal of the
corporation thereto as such officer pursuant to the authority vested in ~~her~~/him by law; that the within
Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded
as such.

Ellen Keiffer

Notary Public

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