

10-22-1999



TRADEMARK

101179753

COVER SHEET

ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

D

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **1999 OCT 19 P 12: 22**  
**FastShip, Inc.**

**US PATENT & TRADEMARK OFFICE**

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-Delaware  
 Other

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

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

Name: **TTS Technology ASA**

Internal Address: **Allehelghens Gate 4**

Street Address: **P.O. Box 1144 Sentrum**

City: **Bergen** State: **Norway** ZIP: **5811**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Norway**  
 Other \_\_\_\_\_

If Assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & addresses(es) attached?  Yes  No

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

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

A. Trademark Application No.(s) \_\_\_\_\_

**FASTSHIP ATLANTIC, Serial No. 75/480274**

**FASTSHIP PACIFIC, Serial No. 75/480273**

**10-19-1999**  
 U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Additional numbers attached?  Yes  No



6. Total number of application and registrations involved: **2**

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

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

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

Name: **DYER ELLIS & JOSEPH**

Internal Address: **Attn: Lynne Benson**

Street address: **600 New Hampshire Ave., NW**

**Suite 1100**

City: **Washington** State: **DC** ZIP: **20037**

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.*

**Roland K. Bullard II**  
 Name of Person Signing

Signature

**10/19/99**  
 Date

Total number of pages comprising cover sheet: **2**

Mail documents to be recorded with required cover sheet information to:

10/21/1999 MTHA11 00000225 75480274

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

Assistant Commissioner for Trademarks  
Box Assignments  
2900 Crystal Drive  
Arlington, VA 22202-8513

TRADEMARK  
REEL: 001978 FRAME: 0187

## ADDITIONAL NAMES AND ADDRESSES OF RECEIVING PARTIES

Name

Einar Pedersen  
Norwegian citizen

Address

241 South 6th Street, Unit 2011  
Philadelphia, PA 19106

Forrest E. Mars, Jr.  
U.S. citizen

6885 Elm Street  
McLean, VA 22101

Dorrance H. Hamilton  
U.S. citizen

200 Eagle Road, Suite 316  
Wayne, PA 19087

**AMENDMENT TO AMENDED AND RESTATED  
INTELLECTUAL PROPERTY COLLATERAL SECURITY AGREEMENT**

This Amendment to the Amended and Restated Intellectual Property Collateral Security Agreement dated October 31 1997 (the "Amended and Restated Security Agreement"), is made as of August 31, 1999 by and among THORNYCROFT, GILES & CO., INC., a Delaware corporation (the "Debtor"), FASTSHIP, INC., a Delaware corporation ("FSI"), and TTS TECHNOLOGY ASA, a Norwegian corporation, EINAR PEDERSEN, FORREST E. MARS, JR., and DORRANCE H. HAMILTON (the "Secured Parties").

**R E C I T A L S**

WHEREAS, the Debtor executed an Intellectual Property Collateral Security Agreement dated as of March 17, 1997 granting the Secured Parties a security interest in certain intellectual property of the Debtor (the "Collateral");

WHEREAS, pursuant to that certain Agreement and Plan of Reorganization dated October 31, 1997 (the "Merger Agreement"), the Debtor became a wholly owned subsidiary of FSI;

WHEREAS, pursuant to the Merger Agreement, the Debtor and the Secured Parties executed the Amended and Restated Security Agreement;

WHEREAS, FSI filed Intent-to-Use ("ITU") service mark applications for the trademarks listed in Schedule A attached hereto on May 6, 1998; and

WHEREAS, the Debtor, FSI, and the Secured Parties wish to amend the provisions of the Amended and Restated Security Agreement (i) to have FSI become a party to the Amended and Restated Security Agreement, (ii) to have FSI grant a security interest in the Collateral to the Secured Parties, and (iii) to increase the limit on borrowing by FSI using the Collateral as security from \$7.5 million to \$13.5 million.

NOW, THEREFORE, in consideration of the foregoing promises, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

1. Additional Party. The parties hereto agree that FSI shall become a party to the Amended and Restated Security Agreement and shall be bound by the same obligations as the Debtor. The parties further agree that FSI shall enjoy the same rights as the Debtor under the Amended and Restated Security Agreement.
2. Security Interest. FSI grants to and creates in favor of Secured Parties, a first priority security interest in FSI's interest in and to the ITU service mark applications listed in Schedule A attached hereto (the "FSI Trademarks"), any registrations resulting therefrom and any renewals of those registrations, together with all of the goodwill of the business connected with the use thereof, and symbolized thereby, and including without limitation all proceeds thereof, such as by way of example and not limitation, license royalties and proceeds of past,

present, or future infringement or dilution, or for injury to the associated goodwill. The FSI Trademarks shall be within the meaning of "Collateral" as defined in the Amended and Restated Security Agreement.

3. Priorities in the Collateral. The parties agree to amend Section 8 of the Amended and Restated Security Agreement by striking it in its entirety and inserting the following new Section 8:

8. Priorities. The Debtor has valued the Collateral at \$13.5 million. Accordingly, the Security Interest shall be shared *pari passu* with each other and with persons or entities that may provide debt financing to FSI or the Debtor in the future in an amount not to exceed \$11.5 million.

4. Counterparts. This Amendment may be executed and delivered, including execution and delivery by facsimile transmission, in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties as of the date first set forth above.

THORNYCROFT, GILES & CO., INC.

By: Kathryn Riepe Chambers  
Kathryn Riepe Chambers  
Secretary

FASTSHIP, INC.

By: Kathryn Riepe Chambers  
Kathryn Riepe Chambers  
Secretary

SECURED PARTIES

TTS TECHNOLOGY ASA

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Einar Pedersen

\_\_\_\_\_  
Forrest E. Mars, Jr.

\_\_\_\_\_  
Dorance H. Hamilton

DEJ DRAFT - July 5, 1999

present, or future infringement or dilution, or for injury to the associated goodwill. The FSI Trademarks shall be within the meaning of "Collateral" as defined in the Amended and Restated Security Agreement.

3. Priorities in the Collateral. The parties agree to amend Section 8 of the Amended and Restated Security Agreement by striking it in its entirety and inserting the following new Section 8:

8. Priorities. The Debtor has valued the Collateral at \$13.5 million. Accordingly, the Security Interest shall be shared *pari passu* with each other and with persons or entities that may provide debt financing to FSI or the Debtor in the future in an amount not to exceed \$11.5 million.

4. Counterparts. This Amendment may be executed and delivered, including execution and delivery by facsimile transmission, in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Amendment has been duly executed by the parties as of the date first set forth above.

THORNYCROFT, GILES & CO., INC.

By: \_\_\_\_\_  
Kathryn Riepe Chambers  
Secretary

FASTSHIP, INC.

By: \_\_\_\_\_  
Kathryn Riepe Chambers  
Secretary

SECURED PARTIES

TTS TECHNOLOGY ASA

By: \_\_\_\_\_  
Name:  
Title:

  
\_\_\_\_\_  
Einar Pedersen

\_\_\_\_\_  
Forrest E. Mars, Jr.

\_\_\_\_\_  
Dorance H. Hamilton

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DEJ DRAFT - July 5, 1999

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3. ~~REVISIONS TO THE TERMS OF THE SECURITY AGREEMENT~~ The parties agree to amend the Amended and Restated Security Agreement by striking it in its entirety and inserting the following new Section 8.

8. Priorities. The Debtor has valued the Collateral at \$13.5 million. Accordingly, the security interest shall be shared ~~pro rata~~ with each other and with persons or entities that may provide debt financing to FSI or the Debtor in the future in an amount not to exceed \$11.5 million.

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By: \_\_\_\_\_  
Kathryn Riepe Chambers  
Secretary

FASTSHIP, INC.

By: \_\_\_\_\_  
Kathryn Riepe Chambers  
Secretary

SECURED PARTIES

TTS TECHNOLOGY ASA

By: Johannes D. Neteblaud  
Name: JOHANNES D. NETEBLAUD  
Title: PRESIDENT & CEO

\_\_\_\_\_

\_\_\_\_\_

Forrest E. Mars, Jr.

Dorance H. Hamilton

Trademarks shall be within the meaning of "Collateral" as defined in the Amended and Restated Security Agreement.

3. Priorities in the Collateral. The parties agree to amend Section 8 of the Amended and Restated Security Agreement by striking it in its entirety and inserting the following new Section 8:

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Secretary

FASTSHIP, INC.

By: \_\_\_\_\_  
Kathryn Riepe Chambers  
Secretary

SECURED PARTIES

TTS TECHNOLOGY ASA

By: \_\_\_\_\_  
Name:  
Title:

  
Forrest E. Mars, Jr.

\_\_\_\_\_  
Einar Pedersen

\_\_\_\_\_  
Dorrance H. Hamilton

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Secretary

FASTSHIP, INC.

By: \_\_\_\_\_  
Kathryn Riepe Chambers  
Secretary

SECURED PARTIES

TTS TECHNOLOGY ASA

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Einar Pedersen

\_\_\_\_\_  
Forrest E. Mers, Jr.

\_\_\_\_\_  
*Dorrance H. Hamilton*  
Dorrance H. Hamilton



## Schedule A

### Trademark Applications

1. FASTSHIP ATLANTIC in Block Letters, filed May 6, 1998.  
Serial Number 75/480,274
2. FASTSHIP PACIFIC in Block Letters, filed May 6, 1998.  
Serial Number 75/480,273

Note: Pfastship Software Systems, Ltd. of Irvine, CA uses the mark **PFASTSHIP** in connection with the sale of computer software programs.

American Fastsigns, Inc. has a pending application to use the mark **FASTSHIP** in connection with advertising order, packaging, and distribution services (assigned to Heller Financial, Inc.).