TS DOCKET NO. 10644.93485

FORM PTO 1594

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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

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

1. Name of conveying Party(ies):
DHL Airways, Inc.

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

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

Name: Bank of America, N.A.

Internal Address:

Street Address: P.O. Box 3406
City: Altanta State: Georgia Zip: 30302-3406

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation State
☒ Other - National Banking Association
If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No (Designations must be separate from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment
☒ Security Agreement
☐ Other - Release
☐ Merger
☐ Change of name

Execution Date: September 15, 1999

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

A. Trademark Application No.(s)
75/779,265

B. Trademark Registration No.(s)
2,102,373
1,826,647
2,237,996
1,973,139
1,294,991

Additional numbers attached? ☐ Yes ☒ No

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

Name Wm. Brook Lafferty, Esq.

Internal Address: Troutman Sanders LLP

Street Address: 600 Peachtree Street, N.E.
Suite 5200

City: Atlanta

State: GA Zip: 30308-2216

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) $ 165.00

X Enclosed

_____ Authorized to be charged to deposit account

(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.

Wm. Brook Lafferty
Name of Person Signing

Signature

15 Nov 99
Date

11/24/1999 DNGUYEN 00000143 2102373
01 FC:481 40.00 OP
02 FC:482 125.00 OP

Total number of pages comprising cover sheet: 14

OMB No. 0651-0011 (exp. 4/94)

DO NOT DETACH THIS PORTION

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 15th day of September, 1999, between DHL AIRWAYS, INC., a Nevada corporation (the "Assignor"), and BANK OF AMERICA, N.A., as agent for the benefit of the Lenders under the hereafter defined Loan Agreement (the "Agent").

WHEREAS, the Assignor has entered into an Amended and Restated Loan and Security Agreement dated as of even date herewith with DHL Worldwide Express, Inc., a Delaware corporation, the Agent and the lenders from time to time party thereto (the "Lenders"), pursuant to which, among other things, the Lenders have agreed to provide financing for the Assignor's receivables and inventory (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"); and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and to make the Loans (as such term, and other capitalized terms used herein without definition, are defined in the Loan Agreement), the Assignor has agreed to assign to the Agent, for the benefit of the Lenders, certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Assignor hereby agrees with the Agent as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Secured Obligations, the Assignor hereby grants, assigns and conveys to the Agent, for the benefit of the Lenders, a security interest in the Assignor's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Representations, Warranties and Covenants.

The Assignor represents, warrants and covenants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, in the United States of America (the "U.S.") or in any of the respective states thereof;

(b) The Trademarks listed on **Schedule A** constitute all of the trademarks owned by the Assignor;

(c) Each of the Trademarks is valid and enforceable in the U.S. and the respective states thereof and all claims by others to rights in the Trademarks of which the Assignor is aware, including, without limitation, licenses, are noted on **Schedule B** attached hereto and by reference made a part hereof;

(d) Except as noted on **Schedule B**, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, liens, security interests or claims of any kind, including, without limitation, covenants by the Assignor not to sue third persons and licenses;

(e) The Assignor has made all necessary applications, filings and recordations to protect and maintain its interest in the Trademarks, including, without limitation, all necessary filings and recordations in the U.S. Patent and Trademark Office;

(f) The Assignor has the unqualified right, power and authority to execute, deliver and perform this Agreement; and

(g) Until all of the Secured Obligations shall have been satisfied in full and the Commitments shall have been terminated, the Assignor will not enter into any agreement which is inconsistent with the Assignor's obligations under this Agreement without the Agent's prior written consent.

3. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Secured Obligations shall have been satisfied in full and the Commitments shall have been terminated, the Assignor shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to the products or services offered in the Assignor's business (the "Services"), the provisions of Paragraph 1 shall automatically apply thereto, and also to any composite marks or other marks of Assignor which are confusingly similar to such mark, and the Assignor shall give to the Agent prompt written notice thereof. This Paragraph 3 shall not apply to trademarks which are owned by others and licensed to the Assignor. The Assignor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce

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the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Paragraph.

4. Modification of Agreement.

The Assignor authorizes the Agent to modify this Agreement by amending **Schedule A** to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Paragraph 1 or Paragraph 3 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Assignor. The representations and warranties of the Assignor shall be deemed to be remade and restated by the Assignor as of the date of the amendment of **Schedule A** with respect to all Trademarks listed on the amended **Schedule A** at that time.

5. Covenants of the Assignor.

(a) The Assignor covenants as follows: (i) it will maintain the high standard of quality which has become associated with the Trademarks; (ii) the Agent from time to time and upon request shall have the right to review procedures and facilities used to provide Services and records relating to the Trademarks at the premises where such records are kept; and (iii) the Agent shall have the right to prevent the use of the Trademarks related to Services which are not of high quality, all so as to preserve the goodwill symbolized by the Trademarks.

(b) The Assignor further agrees that: (i) it will use and not abandon or do any act or omit to do any act that may cause or contribute to the abandonment of any Trademark, or permit the expiration of any registration of any Trademark, provided that, if the Assignor determines that any Trademark is not material to the Assignor's business, the Assignor may, if no Event of Default exists, abandon any Trademark with prior written notice to the Agent; (ii) the Assignor shall give the Agent written notice, and a complete copy, of any sublicense of any Trademark; and (iii) all uses of the Trademarks by it or its permitted sublicensees will include such notices of registration as are required or authorized from time to time under applicable law.

(c) With respect to each Trademark, the Assignor agrees to take all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office or in any court, to (i) maintain each such Trademark, and (ii) pursue each such application for trademark registration, now or hereafter included in the Trademarks under this Agreement, including, without reservation, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the participation in opposition, cancellation and infringement and misappropriation proceedings and the payment of fees and taxes incurred in connection therewith. Notwithstanding the foregoing, if the Assignor determines that any such Trademark is not material to the Assignor's business, the Assignor may, if no Event of Default exists, elect not to pursue any such infringement action with prior written notice to the Agent. The Assignor agrees to take corresponding steps with respect to each new or acquired trademark, trademark registration, or application therefor covered by Paragraph 3 hereof. Any expenses

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incurred in connection with such activities shall be borne by the Assignor, and the Assignor agrees to promptly provide the Agent with written notice of any such actions or proceedings.

6. Remedies Upon Default; Power of Attorney

(a) In addition to the grant of the security interest contained in Paragraphs 1 and 3 hereof, if any Event of Default shall have occurred, upon the election of the Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. The Assignor hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Assignor and in the name of the Assignor or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as **Exhibit A** and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of the Assignor or the Agent, and to take any other actions deemed necessary by the Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Agent in its sole discretion, and such payments made by the Agent to become the obligations of the Assignor to the Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Agent shall have, in addition to all other rights and remedies given it by this Agreement, those 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 Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the terms of the Loan Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Assignor at least 10 days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right

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of redemption on the part of the Assignor, which right is hereby waived and released. The Assignor hereby agrees to execute any documents reasonably requested by the Agent in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, the Assignor shall have no right, title, or interest in or to any of the Trademarks and shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Agent, or pursuant to the terms of the Loan Agreement, deliver to the Agent all Goods bearing the Trademarks.

7. Termination of Agreement.

At such time as the Assignor shall completely satisfy all of the Secured Obligations and the Commitments shall have been terminated, the Agent shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to release the security and other interests of the Assignor in and to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

8. Limitation of Liability and Indemnification.

The Assignor hereby releases the Agent and the Lenders from, and agrees to hold the Agent and the Lenders free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Agent's or the Lenders' gross negligence or willful misconduct), and the Assignor agrees to indemnify the Agent and the Lenders from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

9. Waiver and Amendment.

(a) No course of dealing between the Assignor and the Agent or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the Lenders, any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties.

10. Cumulative Rights.

All of the Agent's and the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or under the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

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11. Severability.

The provisions of this Agreement 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 Agreement in any jurisdiction.

12. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

13. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

14. Choice of Law.

The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties shall be governed by the laws of the State of Texas regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

DHL AIRWAYS, INC.

By: _____
Name: William Smartt
Title: Vice President

[CORPORATE SEAL]

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Stacy Wills
Title: Vice President

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SCHEDULE A

SCHEDULE OF INTANGIBLES

REGISTERED WITH U.S.P.T.O.

1. "GLOBALTRACK" - Reg. No. 2,102,373. Reg. date: 9/30/97
   Registered Owner[1]: DHL Airways, Inc.

2. "WE'LL TAKE IT FROM HERE" - Reg. No. 1,826,647. Reg. date: 3/15/94
   Registered Owner: DHL Airways, Inc.

3. "JUMBO BOX" and logo - Reg. No. 2,237,996. Reg. date: 4/13/99
   Registered Owner: DHL Airways, Inc.

4. "THE WORLD STARTS HERE" - Reg. No. 1,973,139. Reg. date: 5/7/96
   Registered Owner: DHL Airways, Inc.

5. "W WORLD MAIL CENTER" - Reg. No. 1,294,991. Reg. date: 9/11/84
   Registered Owner: DHL Airways, Inc.

PENDING REGISTRATION WITH U.S.P.T.O.

1. "THERMOEXPRESS" - Application No. 75/779,265 Filing date: August 17, 1999
   Registered Owner: DHL Airways, Inc.

COMMON LAW INTELLECTUAL PROPERTY

1. "NEUTRAL DELIVERY SERVICE"

2. "NDS"

3. "EXPRESS DEPOT"

4. "EXPRESSPICK"

5. "EASYSHIP"

6. "WORLD DISPATCHER"

7. "FAXLYNK"

8. "FAXLYNK" with logo

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[1] The Registered Owner is either the owner or last assignee of a trademark as listed in the U.S.P.T.O. registrations/files.

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9. "SATELLITE OVERNITE"

10. "COURIERGRAM"

11. "VISA-PAK"

12. "EX-IT"

13. "SHOP TALK"

14. "WPX"

15. "WORLDWIDE EXPRESS LOGISTICS"

16. "WXL"

17. "api" - (This is an Air Polynesia Inc. mark)

18. "USA OVERNIGHT SERVICE"

19. "MAG TAPE TRAVELER"

20. "RED EYE SERVICE"

21. "RED EYE SPECIAL"

22. "SATELLITE OVERNIGHT" logo

23. "INTERNATIONAL DOCUMENT SERVICE"

24. "JUMBO BOX"

SCHEDULE B

Liens and Claims of Third Parties

EXHIBIT A

Assignment of Trademarks and Goodwill

THIS ASSIGNMENT dated the ___ day of _____, _____, from DHL AIRWAYS, INC., a Nevada corporation (the "Assignor"), to BANK OF AMERICA, N.A., as Agent for the Lenders described below (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain U. S. trademarks and service marks and the registrations and applications to register therefor listed in **Schedule A** hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain for the Lenders (as defined in the below-described Loan Agreement) party to the _____, 1999 Amended and Restated Loan and Security Agreement among the Assignor, DHL Worldwide Express, Inc., a Delaware corporation, the Assignee and the Lenders from time to time party thereto (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"), all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee and the Lenders for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal as of the day and year first above written.

DHL AIRWAYWS, INC.

By:_____
Name:_____
Title:_____

Attest:_____
Name:_____
Title:_____

[CORPORATE SEAL]

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SCHEDULE A

Listing of Trademark Registrations and Applications