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03-16-2000

FORM PTO-
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Fleet Management Services, Inc.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **7/22/99**

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: **Loan Documentation HG150**
Street Address: **3003 Tasman Drive**
City: **Santa Clara** State: **Ca** ZIP: **95054**

Individual(s) Citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 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

OPR/FINANCE
FEB 16 AM 10:30

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

A. Trademark Application No.(s)
75-743,498
75-716-528

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Silicon Valley Bank**
Internal Address: **Loan Documentation HG150**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **Ca** ZIP: **95054**

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

7. Total fee (37 CFR 3.41):\$ **115.00**
 Enclosed
 Authorized to be charged to deposit account

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

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DO NOT USE THIS SPACE

01 FC:481	40.00 DP
02 FC:482	25.00 DP
03 FC:336	15.00 DP

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.

[Signature]
Name of Person Signing

[Signature]
Signature

Date

Total number of pages comprising cover sheet: 7

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002034 FRAME: 0459

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 22, 1999 by and between SILICON VALLEY BANK ("Bank") and Fleet Management Services, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated July 22, 1999 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's 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, Grantor hereby represents, warrants, covenants and agrees as follows:

Upon the occurrence of the Liquidity covenant set forth in Section 6.7 of the Loan Documents, the security interest granted under this Agreement shall spring into existence and accordingly, shall remain in full force and effect until the Obligations are paid in full. Bank shall not be required to provide notice to Grantor of its intent to file this Agreement with the United States Patent and Trademark Office or with the Register of Copyrights. Any failure by Bank to so file this Agreement shall not be deemed a waiver of the Event of Default or of the rights granted Bank hereunder.

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

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

GRANTOR:

Address of Grantor:

Fleet Management Services, Inc.

115 S. Weber, Suite 2
Chandler, AZ 85226

By: Margaret M. Sleeper

Title: Vice President & CFO
Assistant Secretary

Attn: Margaret M. Sleeper

BANK:

Address of Bank:

SILICON VALLEY BANK

4455 E. Camelback Road, Suite E-290
Phoenix, AZ 85018

By: Amy Lou Blunt

Title: Vice President

Attn: Amy Lou Blunt