

2/14/00

03-16-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101291139

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/15/2000 DCDATES 00000147 75625756

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
275.00 OP

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

TRADEMARK

REEL: 002034 FRAME: 0502

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

\* Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

* <input type="checkbox"/> See Schedule 1	<input type="checkbox"/> Attached Hereto	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

JONI GOK

Name of Person Signing

Signature

2-11-00

Date Signed

**SCHEDULE 1**

**PENDING U.S. TRADEMARKS**

<b>APPLICATION NO.</b>	<b>MARK</b>	<b>APPLICATION DATE</b>
75/625756	Global Intermodal Systems/Design	01/21/99
75/625757	Global Intermodal Systems/Design	01/21/99
75/625758	Global Intermodal Systems/Design	01/21/99
75/625759	Global Intermodal Systems/Design	01/21/99
75/625760	Global Intermodal Systems/Design	01/21/99
75/625761	Global Intermodal Systems/Design	01/21/99
75/625762	Global Intermodal Systems/Design	01/21/99
75/625763	Global Intermodal Systems/Design	01/21/99
75/625764	Global Intermodal Systems/Design	01/21/99
75/625765	Global Intermodal Systems/Design	01/21/99
75/625766	Global Intermodal Systems/Design	01/21/99
75/625767	Global Intermodal Systems/Design	01/21/99

# GRANT OF SECURITY INTEREST

(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)

**THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES)** is dated as of February 9, 2000, between **GLOBAL INTERMODAL SYSTEMS, INC.**, a California corporation having its chief executive office at 2000 Crow Canyon Place, Suite 430 San Ramon, California 94583 (the "**Debtor**"), and **COMERICA BANK-CALIFORNIA**, having a representative office at 201 Spear Street, Suite 200, San Francisco, California 94105 (the "**Secured Party**").

**WHEREAS**, pursuant to that Fourth Amended and Restated Loan Agreement dated of even date herewith (as the same from time to time hereafter may be amended, modified, supplemented or restated, the "**Loan Agreement**"), by and among Secured Party and the Debtor, GIS FL, Inc., a California corporation, GIS GA, Inc., a California corporation, GIS SC, Inc., a California corporation, and Coastcon, Inc., a California corporation, as co-borrowers on a joint and several basis (collectively, the "**Borrowers**"), Secured Party has agreed to make certain extensions of credit to the Borrowers in the amounts and manner set forth in the Loan Agreement (collectively, the "**Loans**").

**WHEREAS**, pursuant to the terms of an Amended and Restated Security Agreement dated of even date herewith (the "**Security Agreement**") in favor of the Secured Party, each Borrower has granted to the Secured Party a security interest in all of its right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of such Borrower's "**Collateral**", as defined in the Security Agreement.

**WHEREAS**, the Bank is to make the Loans to the Borrowers, but only upon the condition, among others, that each Borrower shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Secured Party, all of its right, title and interest in and to all Trademarks (as described below) to secure the Obligations of the Borrowers under the Loan Agreement and the other Loan Documents.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, the Notes and the other Loan Documents, the Debtor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Loan Agreement are used herein as therein defined.

2. To secure its Obligations, the Debtor does hereby mortgage and pledge to the Secured Party, and grants to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under:

(a) its Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade

name and service mark application for registration listed on *Schedules A* and *B* attached hereto, 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 reissues, continuations, continuations-in-part and renewals thereof;

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all General Intangibles and intellectual property related to or necessary for, but not limited to, the production, processing, packaging, preservation, manufacture and storage of the Debtor's products.

The Secured Party does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.


Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Secured Party will be automatically reassigned to the Debtor, and the Secured Party will execute such instruments as may be reasonably requested to evidence such reassignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties have caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officers thereunto duly authorized as of the date first written above.

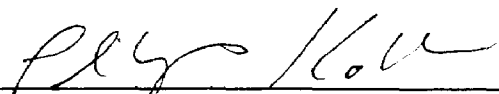
**DEBTOR**

**GLOBAL INTERMODAL SYSTEMS, INC.,**  
a California corporation

By:   
David M. Liebman  
Chief Financial Officer

**SECURED PARTY:**

**COMERICA BANK-CALIFORNIA**

By:   
Philip M. Koblis  
Commercial Banking Officer

**SCHEDULE A**  
**U.S. TRADEMARKS**

**NONE.**

SCHEDULE B

PENDING U.S. TRADEMARKS

APPLICATION NO.	MARK	APPLICATION DATE
75/625756	Global Intermodal Systems/Design	01/21/99
75/625757	Global Intermodal Systems/Design	01/21/99
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