

04-14-2000



101320773



03-08-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #61

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

D

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

3-8-00

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

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
- 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.)

Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

04/14/2000 DNGUYEN 00000019 2154534

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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002050 FRAME: 0105

**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="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,154,534"/>	<input type="text" value="2,131,429"/>	<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"/>	<input type="text"/>

**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.

*Alan D. Wiener*

Name of Person Signing

*Alan D. Wiener*

Signature

*3/8/00*

Date Signed

COLLATERAL ASSIGNMENT  
(Security Agreement)

**WHEREAS, CONSOLIDATED DELIVERY & LOGISTICS, INC.**, a Delaware corporation ("Assignor"), located and doing business at 61 South Paramus Road, Paramus, New Jersey, is the owner of the trademarks and/or servicemarks, listed in Exhibit A hereto, and registrations or applications to register same currently in the United States Patent and Trademark Office (the "Marks").

**WHEREAS, FIRST UNION COMMERCIAL CORPORATION** ("Assignee"), located and doing business at 123 South Broad Street, Philadelphia, Pennsylvania, has extended credit to and may hereafter extend credit to Assignor and, Assignee and Assignor have entered into, among others, a Loan and Security Agreement dated the date hereof (the "Loan Agreement"); and

**WHEREAS**, in order to secure Assignor's Obligations (as defined in the Loan Agreement) to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, as further set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor as security for the full payment and performance of the Obligations, and to evidence further the security interest granted to the Assignee pursuant to the Loan Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee, for it's self, it's successor and assigns, a security interest in all of Assignor's common law, state and federal right, title and interest in:

- (a) the Marks;
- (b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of infringement upon said Marks, past present and future
- (c) all applications, registrations, renewals, and reissues of the Marks;
- (d) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Marks;
- (e) all licenses and other agreements relating to the Marks and the use thereof;
- (f) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (e) above.

All of the foregoing items set forth in clauses (a) through (f) are hereinafter referred to collectively as the "Collateral."

AND Assignor and Assignee agree as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement. Assignor shall maintain, preserve and renew the Marks, including without limitation to file Section 8 and Section 15 Affidavits with the U. S. Patent and Trademark

Office when applicable, and will take all action necessary to prohibit the infringement or unauthorized use of the same.

Assignee shall have no obligation to maintain, preserve or renew the Marks, nor to take any action to prohibit the infringements or unauthorized use of same by any third party.

2. Use Prior to Default. Unless and until an Event of Default under, and as defined in, the Loan Agreement shall occur and be continuing, Assignor shall retain the legal and equitable title to the Marks, subject to the terms and covenants of the Loan Agreement, and this Assignment.

3. Remedies Upon Default. Whenever any Event of Default, under, and defined in, the Loan Agreement shall occur, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Marks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

4. Cumulative Remedies. The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

5. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

6. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

7. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

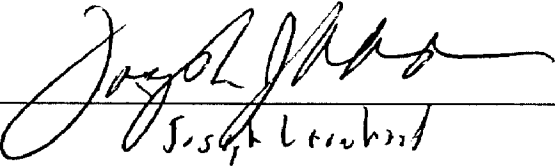
8. Notices. All notices, requests and demands to or upon Assignor or Assignee under this assignment shall be given in the manner prescribed in the Loan Agreement.

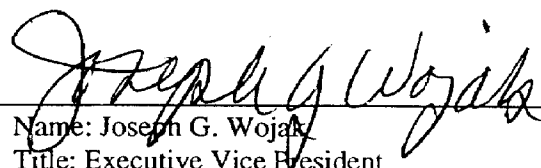
9. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this 14<sup>th</sup> day of July, 1997.

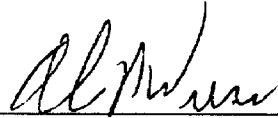
**CONSOLIDATED DELIVERY & LOGISTICS, INC.**

ATTEST:

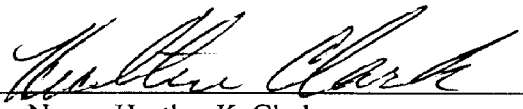
By:   
Joseph G. Wojak

By:   
Name: Joseph G. Wojak  
Title: Executive Vice President

ATTEST:



**FIRST UNION COMMERCIAL CORPORATION**

By:   
Name: Heather K. Clark  
Title: Vice President

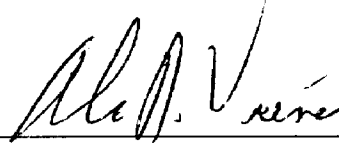
**Exhibit A**  
**CONSOLIDATED DELIVERY & LOGISTICS, INC.**  
**TRADEMARKS AND SERVICE MARK SCHEDULE**

CD&L CONSOLIDATED DELIVERY & LOGISTICS, INC.  
PTO Record Owner: Consolidated Delivery & Logistics, Inc.  
Reg. No. 2154534, registered 5/5/98

CONSOLIDATED DELIVERY & LOGISTICS, INC.  
PTO Record Owner: Consolidated Delivery & Logistics, Inc.  
Reg. No. 2131429, registered 1/20/98

STATE OF NEW JERSEY :  
 : SS.  
COUNTY OF ESSEX:

Before me this 14<sup>th</sup> day of July, 1997, personally appeared the above named Joseph G. Wojak, to me personally known, and acknowledged to me that he is the Executive Vice President of CONSOLIDATED DELIVERY & LOGISTICS, INC., and acknowledged he executed the foregoing instrument titled Collateral Assignment (Security Agreement) for the purposes and considerations therein expressed and acknowledged such to be the free act and deed of said corporation.

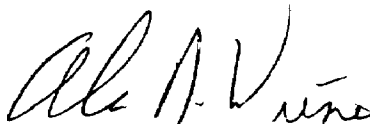


ALAN D. WIENER  
ATTORNEY AT LAW  
OF THE STATE OF NEW JERSEY

(Seal)

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF ESSEX :

Before me this 14<sup>th</sup> day of July, 1997, personally appeared the above named Heather K. Clark, to me personally known, and acknowledged to me that she is a Vice President of First Union Commercial Corporation, and acknowledged she was authorized to execute and deliver the foregoing instrument titled Collateral Assignment (Security Agreement) on behalf of said corporation, and did execute same for the corporation for the purposes and considerations expressed therein.



---

ALAN D. WIENER  
ATTORNEY AT LAW  
OF THE STATE OF NEW JERSEY

(Seal)



March 6, 2000

Assistant Commissioner for Trademarks  
Box Assignment  
2900 Crystal Drive  
Arlington Virginia 22202-3515

Please Reply to: Newark

Re: **RECORDATION COVER SHEET, FEE AND DOCUMENT --  
COLLATERAL ASSIGNMENT (SECURITY AGREEMENT)  
FOR THE REGISTERED MARKS:  
2,131,429 CONSOLIDATED DELIVERY & LOGISTICS, INC.  
2,154,534 CD&L CONSOLIDATED DELIVERY & LOGISTICS, INC.**

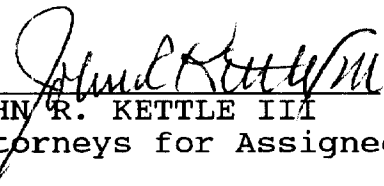
Dear Assistant Commissioner:

Enclosed please find the RECORDATION FORM and FEE to record the above referenced document for the trademarks indicated. Please contact me or the attorney listed on the Recordation Form should you have any questions.

Thank you for your time and assistance.

Very truly yours,

STRYKER, TAMS & DILL LLP

By:   
JOHN R. KETTLE III  
Attorneys for Assignee

JRK/jm  
Enclosure

cc: Client  
(2000FirstUnion-TMO-1/2372/44295)