

10-11-2000

U.S. DEPARTMENT OF COMMERCE



EET

Patent and Trademark Office  
Docket No. 34571-00018

101471246

10/11/00

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

1. Name of conveying party(ies):  
**PLM International, Inc.**  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State: **Delaware**       Other

2. Name and address of receiving party(ies):  
Name: **MAC Trailer Leasing, L.L.C.**  
Internal Address:  
Street Address: **One Maynard Drive**  
City, State: **Park Ridge, New Jersey 07656**

Additional name(s) of conveying party(ies) attached?  Yes  No  
3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other:  
Execution Date: **September 30, 2000**

Individual(s) citizenship: \_\_\_\_\_  
 Association: \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation-State: **Delaware**  
 Other: \_\_\_\_\_  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
If this document is being filed together with a new application, the execution date of the application is:  
A. Trademark Application No.(s)      B. Registration No.(s)  
**2,248,567      2,247,007**  
**2,248,568      1,651,728**  
**2,142,572**

Additional numbers attached?  Yes  No

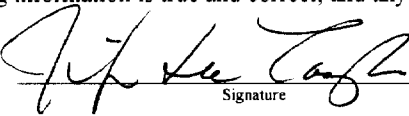
5. Name and address of party to whom correspondence concerning document should be mailed:  
**Jennifer Lee Taylor**  
**Morrison & Foerster LLP**  
**425 Market Street**  
**San Francisco, California 94105-2482**

6. Total number of applications and trademark registrations involved: **5**  
7. Total fee (37 C.F.R. § 3.41): **\$140.00**  
 Enclosed  
 Authorized to be charged to deposit account, referencing Attorney Docket 34571-00018

8. Deposit account number: **03-1952**

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper or to credit any overpayment to **Deposit Account No. 03-1952**

**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.  
Name: **Jennifer Lee Taylor**  
  
Signature  
Date: **Dec 10, 2000**

Total number of pages comprising cover sheet, attachments and document: **5**

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

sf-977218

TRADEMARK  
REEL: 002125 FRAME: 0181

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0248567  
40.00 DP  
100.00 DP  
120.00 CH  
03/12/2000 DNGUYEN  
FC:481  
FC:482  
FC:484

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2000, is between PLM INTERNATIONAL, INC., a Delaware corporation ("PLMI"), in favor of MAC TRAILER LEASING, L.L.C., a Delaware limited liability company ("MAC Trailer Leasing").

### RECITALS

WHEREAS, PLMI and MAC Trailer Leasing have entered into the License Agreement dated as of September 30, 2000 (as amended, modified or supplemented from time to time, the "License Agreement"), pursuant to which, among other things, PLMI has granted to MAC Trailer Leasing a security interest in the Collateral described herein as security for the performance of PLMI's obligations under the License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, PLMI hereby agrees, for the benefit of MAC Trailer Leasing, as follows:

### Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the License Agreement.

### Grant of Security Interest

As security for the prompt and complete performance of all of PLMI's obligations under the License Agreement (the "Obligations"), PLMI hereby pledges and grants to MAC Trailer Leasing a continuing security interest in all of PLMI's right, title, and interest in and to the following, whether now or hereafter existing or acquired (the "Collateral"):

- (i) the trademarks and service marks of PLMI, and all registrations and recordings thereof, related to the Trailer Leasing Services (collectively, the "Trademarks"), listed in Attachment 1 hereto;
- (ii) all reissues, extensions or, renewals of any of the items described in clause (i);
- (iii) all of the goodwill of the business of PLMI connected with the use of, and symbolized by the items described in, clause (i); and

(iv) all proceeds of, and rights associated with, the foregoing, including any claim by PLMI against third parties for past, present, or future infringement or dilution of any Trademark or for any injury to the goodwill associated with the use of any of the Trademarks.

### **Security Agreement**

This Agreement has been executed and delivered by PLMI for the purpose of registering the security interest of MAC Trailer Leasing in the Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to MAC Trailer Leasing under the License Agreement. The License Agreement (and all rights and remedies of MAC Trailer Leasing thereunder) shall remain in full force and effect in accordance with its terms.

### **Release of Security Interest**

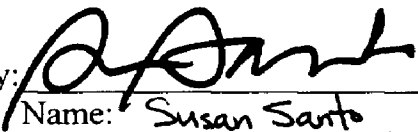
Upon the satisfaction in full of the Obligations, the pledge and security interest granted herein shall automatically terminate, and all rights to the Collateral shall revert to PLMI. Upon any such termination, MAC Trailer Leasing shall, at MAC Trailer Leasing's expense, execute and deliver to PLMI all instruments and other documents as PLMI shall reasonably request to release the lien upon the Collateral which has been granted hereunder to evidence such termination.

### **Acknowledgment**

PLMI does hereby further acknowledge and affirm that the rights and remedies of MAC Trailer Leasing with respect to the security interest in the Collateral granted hereby are more fully set forth in the License Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, PLMI has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

PLM INTERNATIONAL, INC.

By:   
Name: Susan Santo  
Title: Vice President

ATTACHMENT 1

<u>Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PLM Trailer Leasing and design	2,248,567	June 1, 1999
PLM Trailer Leasing (Word Mark)	2,248,568	June 1, 1999
Refrigerated Solutions for the Foodservice Industry	2,142,572	March 10, 1998
PLM Trailer Leasing Refrigerated Solutions for the Foodservice Industry and logo	2,247,007	May 25, 1999
PLM Rental	1,651,728	July 23, 1991