

MDP

REC

02-15-2001

FEET

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

Tab settings

8-23.00



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Send original documents or copy thereof.

1. Name of conveying party(ies):

Union-Transport Corporation

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: Attn: Curtis Correa

Street Address: 800 Connecticut Avenue,
Two North

City: Norwalk State: CT ZIP: 06854

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 15, 2000

4. Application number(s) or patent numt



A. Trademark Application No.(s)

08-23-2000

Trademark Registration No.(s)

74/526, 448

U.S. Patent & TMOs/TM Mail Rcpt. Dt. #40

Additional numbers attached? Yes No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn

Street Address: 2049 Century Park E.,
21st Floor

City: Los Angeles State: CA ZIP: 90067

6. Total number of application registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

US PATENT & TRADEMARK OFFICE
 AUG 23 A 8:52
 TRADEMARK FEE PROCESS RECEIVED

2/15/2001 DRYRME 00000049 200052 74526448
1 FC:481 40.00 CH

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.

Christine E Wilson
Sara Hoehn

Name of Person Signing

Sara Hoehn
Sara Hoehn

Signature

August 18, 2000
Date

Total number of pages including cover sheet, attachments, and document: 6

ADDITIONAL NAMES OF CONVEYING PARTIES

Union-Transport (U.S.) Holdings, Inc., a Delaware corporation
Union-Transport Brokerage Corp., a California corporation
 UT Services, Inc., a California corporation
Union-Transport Logistics Inc., a Delaware corporation
Vanguard Cargo Systems, Inc., a New York corporation

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, "Agreement"), dated as of August 15, 2000, is made by UNION-TRANSPORT CORPORATION, a New York corporation ("Borrower"), UNION-TRANSPORT (U.S.) HOLDINGS, INC., a Delaware corporation ("UT Holdings"), UNION-TRANSPORT BROKERAGE CORP., a California corporation ("UT Brokerage"), UT SERVICES, INC., a California corporation ("UT Services"), UNION-TRANSPORT LOGISTICS INC., a Delaware corporation ("UT Logistics"), and VANGUARD CARGO SYSTEMS, INC., a New York corporation ("UT Vanguard") (Borrower, UT Holdings, UT Brokerage, UT Services, UT Logistics and UT Vanguard being referred to collectively as "Grantors" and each individually as a "Grantor"); in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Grantors, Agent and Lenders (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Agent and Lenders to extend the financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Security Agreement of even date herewith made by Grantors in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of

Agent and Lenders, a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or derivations or such Grantor), and whether owned by or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

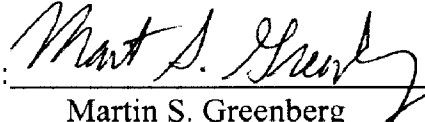
Acknowledged to and Accepted by:

UNION-TRANSPORT CORPORATION

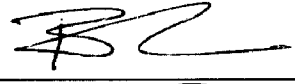
"Agent"

By: 
Name: Thursto Barendse
Title: VP Finance

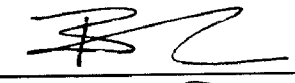
GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Martin S. Greenberg
Duly Authorized Signatory

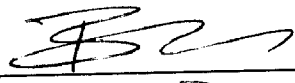
UNION-TRANSPORT (U.S.) HOLDINGS, INC.

By: 
Name: Thursto Barendse
Title: VP Finance

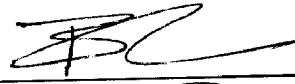
UNION-TRANSPORT BROKERAGE CORP.

By: 
Name: Thursto Barendse
Title: VP Finance

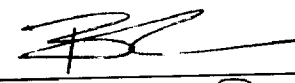
UT SERVICES, INC.

By: 
Name: Thursto Barendse
Title: VP - Finance

UNION-TRANSPORT LOGISTICS INC.

By: 
Name: Thursto Barendse
Title: VP Finance

VANGUARD CARGO SYSTEMS, INC.

By: 
Name: Thursto Barendse
Title: V.P. Finance

SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

PART A (Patents)

none

PART B (Trademarks)

OWNER	MARK	SERIAL NO.	REGISTRATION DATE	REGISTRATION NO.
Union-Transport Corporation	U and Design	74/526,448	May 7, 1996	1,972,216

PART C (Copyrights)

none