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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2001)
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U.S. DEPARTMENT OF COMMERCE
U.S. 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):
Transplace Texas, LP

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

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

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association
Internal Address: _____
Address: _____
Street Address: 135 South LaSalle Street
City: Chicago State: IL Zip: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other national banking association

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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 10, 2001

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

A. Trademark Application No.(s)
Please see attached

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Andy Connor
Internal Address: _____
Schwartz, Cooper, Greenberger & Krauss

Street Address: 180 N. LaSalle Street
Suite 2700
City: Chicago State: IL Zip: 60601

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

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

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.

Andrew H. Connor, Esq. Andrew H Connor Aug 15, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **23**

08/16/2001 GT0H11 00000120 75941614

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

01 FC:481 40.00 OP
02 FC:482 125.00 OP

TRADEMARK
REEL: 002348 FRAME: 0436

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

TRANSPLACE.COM, LLC
U.S. Trademark Applications as of August 13, 2001

U.S. Mark	Filing Date	International Class(es) for Goods or Services	Registration Office	Legal Owner	Serial No.
DENSE NETWORK EFFICIENCY	March 10, 2000	Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.	Transplace.com, LLC	Transplace.com, LLC	75/941,614
MISCELLANEOUS DESIGN	April 10, 2001	Class 35: Procurement services for the transportation industry and freight owners	Transplace.com, LLC	Transplace.com, LLC	76/239,587
MISCELLANEOUS DESIGN	March 19, 2001	Class 39: Transportation services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.	Transplace.com, LLC	Transplace.com, LLC	76/227,030
THE SUPERMARKET FOR TRANSPORTATION SOLUTIONS	March 10, 2000	Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.	Transplace.com, LLC	Transplace.com, LLC	75/941,759
TRANSPLACE	August 3, 2000	Class 35: Procurement services, namely, facilitating procurement of goods or services for others. Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.	Transplace.com, LLC	Transplace.com, LLC	76/102,714
TRANSPLACE.COM	March 10, 2000	Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.	Transplace.com, LLC	Transplace.com, LLC	75/941,615

TRANSPPLACE.COM & Design	August 3, 2000	<p>Class 35: Procurement services, namely, facilitating procurement of goods or services for others.</p> <p>Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.</p>	Transplace.com, LLC	Transplace.com, LLC	76/102,585
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated as of August 10, 2001 is between TRANSPPLACE TEXAS, LP, a Texas limited partnership (the "Company") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for the Lender Parties referred to below (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, Transplace.com LLC, a Nevada limited liability company ("Old Transplace") has entered into a Credit Agreement dated as of February 1, 2001 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions have agreed to make loans to Old Transplace; and

WHEREAS, Old Transplace is in the process of restructuring its operations through the following steps:

1. Its members have organized a new Nevada corporation named Transplace, Inc. ("New Transplace");
2. New Transplace has formed two new, Wholly-Owned Subsidiary Nevada limited liability companies, Transplace LP, LLC ("LP LLC") and Transplace GP, LLC ("GP LLC");
3. LP LLC and GP LLC have formed two new Texas limited partnerships, the Company as an operating company, and Transplace Management, LP ("TMLP"), a management company (each, an "LP" and collectively, the "LPs"), with GP LLC as the 1% general partner and LP LLC as the 99% limited partner of each of the LPs;
4. The members of Old Transplace have transferred their membership interests in Old Transplace to New Transplace in exchange for 100% of New Transplace's common stock;
5. New Transplace has transferred 1% of the membership interests in Old Transplace to GP LLC and 99% of the membership interests in Old Transplace to LP LLC;
6. On the date of this Agreement, or soon thereafter, Old Transplace will merge into the Company and the Company will subsequently contribute its management and corporate service assets to TMLP;

(collectively, the foregoing steps and actions are referred to herein as the "Restructuring");
and

WHEREAS, Old Transplace has requested that the Banks and the Agent consent to the Restructuring, on and subject to the conditions set forth in a First Amendment to Credit Agreement dated as of the date hereof (the "First Amendment") and, among other things, it is a condition precedent to the Banks' and the Agent's consent to the Restructuring that the Company and Old Transplace execute a Joinder and Assumption Agreement with the Agent

under which the Company will become the borrower under the Credit Agreement and Old Transplace will cease to have any rights to borrow thereunder; and

WHEREAS, it is a further condition precedent to the Banks' and the Agent's consent to the Restructuring that the Company secure its obligations under the Credit Agreement and the other Loan Documents pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of any loan, advance or other financial accommodation heretofore or hereafter made to the Company under or in connection with the Credit Agreement or any other Loan Document, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. When used herein, (a) the terms Certificated Security, Chattel Paper, Deposit Account, Document, Equipment, Financial Asset, Fixture, Goods, Inventory, Instrument, Investment Property, Letter-of-Credit Right, Payment Intangible, Security, Security Entitlement, Supporting Obligation and Uncertificated Security have the respective meanings assigned thereto in the UCC (as defined below); (b) capitalized terms which are not otherwise defined have the respective meanings assigned thereto in the Credit Agreement; and (c) the following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

Account Debtor means any Person who is obligated to the Company or any other Debtor under an Account Receivable, Contract Right or General Intangible.

Account Receivable means any right of the Debtor to payment for goods sold or leased or for services rendered, whether or not evidenced by an instrument or chattel paper and whether or not yet earned by performance.

Assignee Deposit Account - see Section 4.

Collateral means all property and rights of the Debtor in which a security interest is granted hereunder.

Computer Hardware and Software means all of the Debtor's rights (including rights as licensee and lessee) with respect to (i) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; (ii) all software programs designed for use on the computers and electronic data processing hardware described in clause (i) above, including all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) any firmware associated with any of the foregoing; and (iv) any documentation for hardware, software and firmware described in clauses (i), (ii) and (iii) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Contract Right means any right of the Debtor to payment under a contract for the sale or lease of goods or the rendering of services, which right is at the time not yet earned by performance.

Debtor means the Company.

Default means the occurrence of any Event of Default.

General Intangibles means all of the Debtor's "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of the Debtor's trademarks, trade names, patents, copyrights, trade secrets, customer lists, inventions, designs, software programs, mask works, goodwill, registrations, licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

Intellectual Property means all past, present and future: trade secrets and other proprietary information; trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including copyrights for computer programs) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights; unpatented inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

Lender Party means each Bank under and as defined in the Credit Agreement and any Bank or Affiliate of such a Bank which is a party to a Hedging Agreement with TLP.

Liabilities means all obligations (monetary or otherwise) of the Debtor under the Credit Agreement, any Note, any guaranty, any other Loan Document or any other document or instrument executed in connection therewith and all Hedging Obligations owed to any Lender Party, in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

Non-Tangible Collateral means the Debtor's Accounts Receivable, Contract Rights and General Intangibles.

UCC means the Uniform Commercial Code as in effect in the State of Illinois on the date of this Agreement; provided that, as used in Section 8 hereof, "UCC" shall mean the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

2. Grant of Security Interest. As security for the payment of all Liabilities, the Debtor hereby assigns to the Agent for the benefit of the Lender Parties, and grants to the

Agent for the benefit of the Lender Parties a continuing security interest in, the following, whether now or hereafter existing or acquired:

All of the Debtor's:

- (i) Accounts Receivable;
- (ii) Certificated Securities;
- (iii) Chattel Paper (including electronic and tangible Chattel Paper);
- (iv) Computer Hardware and Software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (v) Contract Rights;
- (vi) Deposit Accounts;
- (vii) Documents;
- (viii) Financial Assets;
- (ix) General Intangibles;
- (x) Goods (including all of its Equipment, Fixtures and Inventory), and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (xi) Instruments;
- (xii) Intellectual Property;
- (xiii) Investment Property;
- (xiv) money (of every jurisdiction whatsoever);
- (xv) Letter-of-Credit Rights;
- (xvi) Payment Intangibles;
- (xvii) Security Entitlements;
- (xviii) Uncertificated Securities; and
- (xix) to the extent not included in the foregoing, other personal property of any kind or description;

together with all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing and all Supporting Obligations relating thereto; provided that to the extent that the provisions of any lease or license of Computer Hardware and Software or Intellectual Property expressly prohibit (and which prohibition is enforceable under applicable law) the assignment thereof, and the grant of a security interest therein, the Debtor's rights in such lease or license shall be excluded from the foregoing assignment and grant for so long as such prohibition continues, it being understood that upon request of the Agent, the Debtor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Agent in the Debtor's rights under such lease or license.

3. Warranties. The Debtor warrants that: (i) no financing statement (other than any which may have been filed on behalf of the Agent or in connection with liens expressly permitted by the Credit Agreement ("Permitted Liens")) covering any of the Collateral is on file in any public office; (ii) the Debtor is and will be the lawful owner of all Collateral, free of all liens and claims whatsoever, other than the security interest hereunder and Permitted Liens, with full power and authority to execute and deliver this Agreement and perform the Debtor's obligations hereunder, and to subject the Collateral to the security interest hereunder; (iii) all information with respect to Collateral and Account Debtors set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by the Debtor to the Agent or any Lender Party is and will be true and correct in all material respects as of the date furnished; (iv) the Debtor's chief executive office and principal place of business are as set forth on Schedule I hereto (and the Debtor has not maintained its chief executive office and principal place of business at any other location at any time after February 1, 2001); (v) each other location where the Debtor maintains a place of business is set forth on Schedule II hereto; (vi) except as set forth on Schedule III hereto, the Debtor is not now known and during the five years preceding the date hereof has not previously been known by any trade name; (vii) except as set forth on Schedule III hereto, during the five years preceding the date hereof the Debtor has not been known by any legal name different from the one set forth on the signature pages of this Agreement nor has the Debtor been the subject of any merger or other corporate reorganization; (viii) Schedule IV hereto contains a complete listing of all of the Debtor's Intellectual Property which is subject to registration statutes; (ix) the Debtor is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas; (x) the execution and delivery of this Agreement and the performance by the Debtor of its obligations hereunder are within the Debtor's powers, have been duly authorized by all necessary partnership action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the agreement of limited partnership of the Debtor or of any material agreement, indenture, instrument or other document, or any material judgment, order or decree, which is binding upon the Debtor; (xi) this Agreement is a legal, valid and binding obligation of the Debtor, enforceable in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); and (xii) the Debtor is in compliance with the requirements of all applicable laws (including the provisions of the Fair

Labor Standards Act), rules, regulations and orders of every governmental authority, the non-compliance with which would reasonably be expected to result in a Material Adverse Effect.

4. Collections, etc. Until such time during the existence of a Default as the Agent shall notify the Debtor of the revocation of such power and authority, the Debtor (a) may, in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by the Debtor for such purpose, use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by the Debtor for such purpose, and use, in the ordinary course of its business (but subject to the terms of the Credit Agreement and the other Loan Documents), the cash proceeds of Collateral and other money which constitutes Collateral, (b) will, at its own expense, endeavor to collect, as and when due, all amounts due under any of the Non-Tangible Collateral, including the taking of such action with respect to such collection as the Agent may reasonably request or, in the absence of such request, as the Debtor may deem advisable, and (c) may grant, in the ordinary course of business, to any party obligated on any of the Non-Tangible Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of Goods, the sale or lease of which shall have given rise to such Non-Tangible Collateral. The Agent, however, may, at any time that a Default exists, whether before or after any revocation of such power and authority or the maturity of any of the Liabilities, notify any parties obligated on any of the Non-Tangible Collateral to make payment to the Agent of any amounts due or to become due thereunder and enforce collection of any of the Non-Tangible Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon the request of the Agent during the existence of a Default, the Debtor will, at its own expense, notify any or all parties obligated on any of the Non-Tangible Collateral to make payment to the Agent of any amounts due or to become due thereunder.

Upon request by the Agent during the existence of a Default, the Debtor will forthwith, upon receipt, transmit and deliver to the Agent, in the form received, all cash, checks, drafts and other instruments or writings for the payment of money (properly endorsed, where required, so that such items may be collected by the Agent) which may be received by the Debtor at any time in full or partial payment or otherwise as proceeds of any of the Collateral. Except as the Agent may otherwise consent in writing, any such items which may be so received by the Debtor will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for the Agent until delivery is made to the Agent. The Debtor will comply with the terms and conditions of any consent given by the Agent pursuant to the foregoing sentence.

During the existence of a Default, all items or amounts which are delivered by the Debtor to the Agent on account of partial or full payment or otherwise as proceeds of any of the Collateral shall be deposited to the credit of a deposit account (each an "Assignee Deposit Account") of the Debtor with LaSalle (or another financial institution selected by the Agent) over which the Agent has sole dominion and control, as security for payment of the Liabilities. The Debtor shall not have any right to withdraw any funds deposited in the applicable Assignee Deposit Account. The Agent may, from time to time, in its discretion, and shall upon request of the Debtor made not more than once in any week, apply all or any of the then balance, representing collected funds, in the Assignee Deposit Account toward payment of the Liabilities, whether or not then due, in such order of application as the Agent may determine,

and the Agent may, from time to time, in its discretion, release all or any of such balance to the Debtor.

The Agent (or any designee of the Agent) is authorized to endorse, in the name of the Debtor, any item, howsoever received by the Agent, representing any payment on or other proceeds of any of the Collateral.

5 Certificates, Schedules and Reports. The Debtor will from time to time, as the Agent may request, deliver to the Agent such schedules, certificates and reports respecting all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by the Debtor in full or partial payment of any of the Collateral, as the Agent may reasonably request. Any such schedule, certificate or report shall be executed by a duly authorized officer of the Debtor and shall be in such form and detail as the Agent may specify. The Debtor shall immediately notify the Agent of the occurrence of any event causing any loss or depreciation in the value of its Collateral which is material, and such notice shall specify the amount of such loss or depreciation.

6. Agreements of the Debtor. The Debtor (a) will, upon request of the Agent, execute such financing statements and other documents (and pay the cost of filing or recording the same in all public offices reasonably deemed appropriate by the Agent) and do such other acts and things (including, delivery to the Agent of any Instruments or Certificated Securities which constitute Collateral), all as the Agent may from time to time reasonably request, to establish and maintain a valid security interest in the Collateral (free of all other liens, claims and rights of third parties whatsoever, other than Permitted Liens) to secure the payment of the Liabilities; (b) will keep all its Inventory at, and will not maintain any place of business at any location other than, its address(es) shown on Schedules I and II hereto or at such other addresses of which the Debtor shall have given the Agent not less than 10 days' prior written notice; (c) will keep its records concerning the Non-Tangible Collateral in such a manner as will enable the Agent or its designees to determine at any time the status of the Non-Tangible Collateral; (d) will furnish the Agent such information concerning the Debtor, the Collateral and the Account Debtors as the Agent may from time to time reasonably request; (e) to the extent provided in Section 10.2 of the Credit Agreement, will permit the Agent and its designees, from time to time, on reasonable notice and at reasonable times and intervals during normal business hours (or at any time without notice during the existence of a Default) to inspect the Debtor's Inventory and other Goods, and to inspect, audit and make copies of and extracts from all records and other papers in the possession of the Debtor pertaining to the Collateral and the Account Debtors, and will, upon request of the Agent during the existence of a Default, deliver to the Agent all of such records and papers; (f) will, upon request of the Agent, stamp on its records concerning the Collateral, and add on all Chattel Paper constituting a portion of the Collateral, a notation, in form satisfactory to the Agent, of the security interest of the Agent hereunder; (g) except for the sale or lease of Inventory in the ordinary course of its business and sales of Equipment which is no longer useful in its business or which is being replaced by similar Equipment, will not sell, lease, assign or create or permit to exist any Lien on any Collateral other than Permitted Liens; (h) without limiting the provisions of Sections 9.16 and 10.3 of the Credit Agreement, will at all times keep all of its Inventory and other Goods insured under policies maintained with reputable, financially sound insurance companies against loss, damage, theft and other risks to such extent as is customarily maintained by companies similarly situated, and cause all such policies to provide that loss thereunder shall be payable to the Agent as its interest may appear (it being understood that (A)

so long as no Default shall be existing, the Agent shall deliver any proceeds of such insurance which may be received by it to the Debtor and (B) whenever a Default shall be existing, the Agent may apply any proceeds of such insurance which may be received by it toward payment of the Liabilities, whether or not due, in such order of application as the Agent may determine), and such policies or certificates thereof shall, if the Agent so requests, be deposited with or furnished to the Agent; (i) will take such actions as are reasonably necessary to keep its Inventory in good repair and condition; (j) will take such actions as are reasonably necessary to keep its Equipment in good repair and condition and in good working order, ordinary wear and tear excepted; (k) will promptly pay when due all license fees, registration fees, taxes, assessments and other charges which may be levied upon or assessed against the ownership, operation, possession, maintenance or use of its Equipment and other Goods; (l) will, upon request of the Agent, (i) cause to be noted on the applicable certificate, in the event any of its Equipment is covered by a certificate of title, the security interest of the Agent in the Equipment covered thereby, and (ii) deliver all such certificates to the Agent or its designees; (m) will take all steps reasonably necessary to protect, preserve and maintain all of its rights in the Collateral; (n) will keep all of the tangible Collateral in the United States; and (o) will reimburse the Agent for all expenses, including reasonable attorney's fees and charges (including time charges of attorneys who are employees of the Agent), incurred by the Agent in seeking to collect or enforce any rights in respect of the Debtor's Collateral.

Any expenses incurred in protecting, preserving or maintaining any Collateral shall be borne by the Debtor. Whenever a Default shall be existing, the Agent shall have the right to bring suit to enforce any or all of the Intellectual Property or licenses thereunder, in which event the Debtor shall at the request of the Agent do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 6. Notwithstanding the foregoing, the Agent shall have no obligation or liability regarding the Collateral or any thereof by reason of, or arising out of, this Agreement.

7. Default. Whenever a Default shall be existing, the Agent may exercise from time to time any right or remedy available to it under applicable law. The Debtor agrees, in case of Default, (i) to assemble, at its expense, all its Inventory and other Goods (other than Fixtures) at a convenient place or places acceptable to the Agent, and (ii) at the Agent's request, to execute all such documents and do all such other things which may be necessary or desirable in order to enable the Agent or its nominee to be registered as owner of the Intellectual Property with any competent registration authority. Any notification of intended disposition of any of the Collateral required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition. Any proceeds of any disposition by the Agent of any of the Collateral may be applied by the Agent to payment of expenses in connection with the Collateral, including reasonable attorney's fees and charges (including time charges of attorneys who are employees of the Agent), and any balance of such proceeds may be applied by the Agent toward the payment of such of the Liabilities, and in such order of application, as the Agent may from time to time elect.

8. General. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Debtor requests in writing, but failure of the Agent to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the

Agent to preserve or protect any right with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Debtor, shall be deemed of itself a failure to exercise reasonable care in the custody or preservation of such Collateral.

Any notice from the Agent to the Debtor, if mailed, shall be deemed given five (5) days after the date mailed, postage prepaid, addressed to the Debtor either at the Debtor's address shown on Schedule I hereto or at such other address as the Debtor shall have specified in writing to the Agent as its address for notices hereunder.

The Debtor agrees to pay all expenses, including reasonable attorney's fees and charges (including time charges of attorneys who are employees of the Agent) paid or incurred by the Agent in endeavoring to collect the Liabilities of the Debtor, or any part thereof, and in enforcing this Agreement against the Debtor, and such obligations will themselves be Liabilities.

No delay on the part of the Agent in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Agent of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Security Agreement shall remain in full force and effect until all Liabilities have been paid in full and all Commitments have terminated. If at any time all or any part of any payment theretofore applied by the Agent or any Lender Party to any of the Liabilities is or must be rescinded or returned by the Agent or such Lender Party for any reason whatsoever (including the insolvency, bankruptcy or reorganization of the Debtor), such Liabilities shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Agent or such Lender Party, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Agent or such Lender Party had not been made.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, subject, however, to the applicability of the UCC of any jurisdiction in which any Goods of the Debtor may be located at any given time. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

The rights and privileges of the Agent hereunder shall inure to the benefit of its successors and assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT,

SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS SET FORTH ON SCHEDULE I HERETO (OR SUCH OTHER ADDRESS AS IT SHALL HAVE SPECIFIED IN WRITING TO THE AGENT AS ITS ADDRESS FOR NOTICES HEREUNDER) OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. THE DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

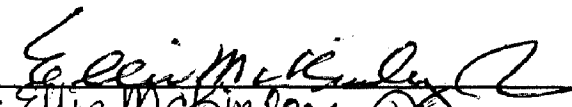
EACH OF THE DEBTOR, THE AGENT AND (BY ACCEPTING THE BENEFITS HEREOF) EACH LENDER PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DEBTOR:

TRANSPLACE TEXAS, LP

By: Transplace GP, LLC, its general partner

By: 
Name: Ellis McKinley
Title: CEO

AGENT:

LASALLE BANK NATIONAL ASSOCIATION, as
Agent

By: _____
Name: _____
Title: _____

DEBTOR:

TRANSPLACE TEXAS, LP

By: Transplace GP, LLC, its general partner

By: _____
Name: _____
Title: _____

AGENT:

LASALLE BANK NATIONAL ASSOCIATION, as
Agent

By:  _____
Name: **MONICA STETTLER**
Title: **VICE PRESIDENT**

**SCHEDULE I
TO SECURITY AGREEMENT**

CHIEF EXECUTIVE OFFICE

Transplace Texas, LP
5800 Granite Parkway, Suite 1000
Plano, Texas 75024

T:\40934\20133\SecurityAgreement\TLPSecurityAgreement.wpd

**SCHEDULE II
TO SECURITY AGREEMENT**

ADDRESSES

NONE

**SCHEDULE III
TO SECURITY AGREEMENT**

TRADE NAMES, PRIOR LEGAL NAMES, ETC.

NONE

**SCHEDULE IV
TO SECURITY AGREEMENT**

PATENTS

NONE

TRADEMARKS

SEE ATTACHED SCHEDULE

COPYRIGHTS

NONE

TRANSPPLACE.COM, LLC

U.S. Trademark Applications as of August 13, 2001

US Mark	Filing Date	International Classification of Services	Registered Owner	Legal Owner	Serial No.
DENSE NETWORK EFFICIENCY	March 10, 2000	Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.	Transplace.com, LLC	Transplace.com, LLC	75/941,614
MISCELLANEOUS DESIGN	April 10, 2001	Class 35: Procurement services for the transportation industry and freight owners	Transplace.com, LLC	Transplace.com, LLC	76/239,587
MISCELLANEOUS DESIGN	March 19, 2001	Class 39: Transportation services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.	Transplace.com, LLC	Transplace.com, LLC	76/227,030
THE SUPERMARKET FOR TRANSPORTATION SOLUTIONS	March 10, 2000	Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.	Transplace.com, LLC	Transplace.com, LLC	75/941,759
TRANSPPLACE	August 3, 2000	Class 35: Procurement services, namely, facilitating procurement of goods or services for others. Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.	Transplace.com, LLC	Transplace.com, LLC	76/102,714
TRANSPPLACE.COM	March 10, 2000	Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.	Transplace.com, LLC	Transplace.com, LLC	75/941,615

TRANSPPLACE.COM & Design	August 3, 2000	<p>Class 35: Procurement services, namely, facilitating procurement of goods or services for others.</p> <p>Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services.</p>	Transplace.com, LLC	Transplace.com, LLC	76/102,585
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TRANSPPLACE.COM, LLC
Foreign Trademark Applications as of August 13, 2001

Mark	Country	Filing Date	International Class(es) of Goods or Services	Responsible Party	Applicant Name	Application No.
TRANSPPLACE	Canada	2/1/2001	Class 35: Procurement services, namely, facilitating procurement of goods or services for others Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation logistics services.	Transplace.com LLC	Transplace.com LLC	1091349
TRANSPPLACE.COM & Design	Canada	2/1/2001	Class 35: Procurement services, namely, facilitating procurement of goods or services for others Class 39: Transportation logistics services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation logistics services.	Transplace.com LLC	Transplace.com LLC	1091350
TRANSPPLACE	European Community	1/30/2001	Class 35: Procurement services, namely facilitating procurement of goods or services for others Class 39: Transportation services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services	Transplace.com LLC	Transplace.com LLC	2063469

Mark	Country	Filing Date	International Class(es) of Goods or Services	Record Owner	Legal Owner	Application No.
TRANSPLACE.COM & Design	European Community	1/31/2001	Class 35: Procurement services, namely facilitating procurement of goods or services for others Class 39: Transportation services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services	Transplace.com LLC	Transplace.com LLC	2079366
TRANSPLACE	Mexico	2/6/2001	Class 35: Procurement services, namely, facilitating procurement of goods or services for others	Transplace.com LLC	Transplace.com LLC	469592
TRANSPLACE	Mexico	2/6/2001	Class 39: Transportation services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services	Transplace.com LLC	Transplace.com LLC	469593
TRANSPLACE.COM & Design	Mexico	2/6/2001	Class 35: Procurement services, namely, facilitating procurement of goods or services for others	Transplace.com, LLC	Transplace.com, LLC	469591
TRANSPLACE.COM & Design	Mexico	2/6/2001	Class 39: Transportation services, namely, arranging the transportation of goods for others, planning and scheduling shipments for users of transportation services	Transplace.com, LLC	Transplace.com, LLC	469590