

06-26-2002

Form PTO-1594
(Rev. 03/01)
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DEPARTMENT OF COMMERCE
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):
M.G.R., Inc., d/b/a Air Plus Limited
6.19.02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Minnesota
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: LaSalle Business Credit, Inc
Internal Address: 6th Floor
Street Address: 1735 Market Street
City: Philadelphia State: PA Zip: 19103
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 15, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,166,224

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christopher M. Turk, Esquire
Internal Address: 9th Floor
Blank Rome Comisky & McCauley LLP
Street Address: One Logan Square
Philadelphia PA 19103
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: **1**
7. Total fee (37 CFR 3.41).....\$ \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Christopher M. Turk, Esquire
Name of Person Signing

Christopher M. Turk
Signature

June 19, 2002
Date

10

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

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

06/26/2002 AWNED1 00000029 2166224
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TRADEMARK
REEL: 002531 FRAME: 0160

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 15th day of May, 2002 by M.G.R., INC., D/B/A AIR PLUS LIMITED, a Minnesota corporation, with an address at 1230 Trapp Road, Eagan, MN 55121 ("**Borrower**") in favor of LASALLE BUSINESS CREDIT, INC., with an office at 1735 Market Street, 6th Floor, Philadelphia PA 19103 ("**Lender**"):

W I T N E S S E T H

WHEREAS, Borrower, together with certain Affiliates of Borrower, and Lender are parties to a certain Loan and Security Agreement of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may hereafter be amended modified, restated or replaced from time to time, the "**Financing Agreements**"), which Financing Agreements provide, inter alia (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, (x) the trademarks and applications registered/filed with the United States Patent and Trademark Office listed on Schedule A attached hereto and made a part hereof and (y) the trademarks and applications registered/filed with the appropriate trademark office of a foreign jurisdiction listed on Schedule B attached hereto and made a part hereof, and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the

world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons, except for Permitted Liens;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right and power to execute and deliver this Security Agreement and perform its terms, and has taken all necessary corporate actions to authorize such execution, delivery and performance. The Security Agreement constitutes the valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms. The execution, delivery and performance hereof will not violate any provision of Borrower's Articles of Incorporation, by-laws or equivalent or similar corporate governance documents. No consent or approval of, or filing or registration with, any governmental authority (other than a filing with the United States Patent and Trademark Office) is necessary for the execution and performance hereof by Borrower.

4. Restrictions on Future Agreements. Borrower agrees that until the Liabilities shall have been satisfied in full and the Financing Agreements and any obligation or commitment of Lender to make loans or advances thereunder shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, (i) the Trademarks listed on Schedule A constitute all of the United States federally registered Trademarks, and United States federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower and (ii) the Trademarks listed on Schedule B constitute all of the foreign registered Trademarks, and foreign applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before the Liabilities shall have been satisfied in full or before the Financing Agreements and any obligation or commitment of Lender to make loans or advances thereunder have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower

shall give to Lender prompt written notice thereof, along with an amended Schedule A or Schedule B (as applicable). Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A and/or Schedule B (as applicable) by replacing it with any such amended schedule provided by Borrower under the provisions of this paragraph, and to refile this Agreement at the United States Patent and Trademark Office with such amended schedule.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements and any obligation or commitment of Lender to make loans or advances thereunder. Borrower agrees that upon the occurrence of an Event of Default, Borrower shall be deemed to have granted a non-exclusive license to Lender to use the Trademarks in the exercise by Lender of its rights as a secured creditor with respect to Borrower's tangible property and the use by Lender of all Trademarks pursuant to such deemed license shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products and services in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold or services provided by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Financing Agreements and any obligation or commitment of Lender to make loans or advances thereunder, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to or in enforcing Lender's rights as a secured creditor in the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements and any obligation or commitment of Lender to make loans or advances thereunder have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit in the exercise of its sole discretion, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby appoints Lender, and any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, exercisable upon the occurrence and during the continuance of an Event of Default, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender in order to carry out the terms hereof and enforce and protect Lender's rights hereunder, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Financing Agreements and any obligation or commitment of Lender to make loans or advances thereunder have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. To the extent possible, the provisions of this Security Agreement and the Financing Agreements shall be interpreted so as not to create a conflict among such documents but to give effect to both (providing that, in the case of an irreconcilable conflict, the provisions of the Financing Agreements shall control). Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all

rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Pennsylvania.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its successors, and shall inure to the benefit of Lender, its successors, nominees and assigns. Borrower may not assign any of its rights and obligations hereunder.

17. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT, AND IN ALL OTHER RESPECTS.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions that they precede.


19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Borrower hereby authorizes Lender to file UCC-1 financing statements (and all appropriate continuations and amendments thereto) against Borrower describing the Trademarks (including a description of "all trademarks" or "all general intangibles") from time to time in such jurisdictions as Lender may deem necessary, desirable or prudent to protect and perfect Lender's security interest in the Trademarks.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

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[SIGNATURES ON FOLLOWING PAGES]

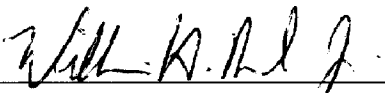
IN WITNESS WHEREOF, and intending to be legally bound, Borrower has duly executed this Security Agreement as of the date first written above.

M.G.R., INC., D/B/A AIR PLUS LIMITED

By: 
Name: Stephen M. Cohen
Title: Secretary

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC.,

By: 
Name: William H. Mount, Jr.
Title: Assistant Vice President

[Signature Page to Trademark Agreement - MGR]

ACKNOWLEDGMENT

STATE OF PHILADELPHIA)
) SS
COUNTY OF PHILADELPHIA)

I, Carolyn Elliott, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Stephen M. Cohen, the Secretary of M.G.R., INC., D/B/A AIR PLUS LIMITED, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of May, 2002.

Carolyn Elliott
Notary Public

My Commission Expires:



SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark: FREIGHTSOFT, issued by the United States Patent and Trademark Office;
Filing Date: February 5, 1996, Published for Opposition Date: June 24 1997;
Registration Date: June 16, 1998; Issued to Applied Electronics Corporation;
Registration Number 2,166,224.

TRADEMARK APPLICATIONS

| <u>Trademark Application</u> <u>Description</u> | <u>U.S. Application No.</u> | <u>Date Applied</u> |
|--|-----------------------------|---------------------|
|--|-----------------------------|---------------------|

None.

SCHEDULE B

TRADEMARK REGISTRATIONS

| <u>Country</u> | <u>Trademark Description</u> | <u>Foreign Serial/Registration No.</u> | <u>Date Registered</u> |
|----------------|------------------------------|--|----------------------------|
|----------------|------------------------------|--|----------------------------|

None.

TRADEMARK APPLICATIONS

| <u>Country</u> | <u>Trademark Application Description</u> | <u>Foreign Application No.</u> | <u>Date Applied</u> |
|----------------|--|------------------------------------|---------------------|
|----------------|--|------------------------------------|---------------------|

None.