

07-08-2002

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102146361

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

1. Name of conveying party(ies):
Quality Carriers, Inc. **6-28-02**

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - Illinois
 Other

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

2. Name and address of receiving party(ies):

Name: Credit Suisse First Boston
 Internal Address: _____
 Street Address: 11 Madison Avenue
 City: New York State: New York ZIP: 10010

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Collateral Agent

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 Interest Change of Name
 Other _____

Execution Date: May 24, 2002

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

2420609

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

Name: Francis L. McGrath, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): \$ 40.00

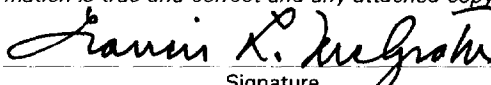
Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)

(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.

Francis L. McGrath  June 19, 2002

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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6/12/2002 4:03 PM (2K)
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TRADEMARK
REEL: 002538 FRAME: 0729

ASSIGNMENT OF SECURITY INTEREST
IN CERTAIN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Quality Carriers, Inc., an Illinois corporation ("the Assignor") with principal offices at 3802 Corporex Park Drive, Tampa, Florida 33619, hereby assigns and grants to Credit Suisse First Boston, as Collateral Agent (the "Assignee") with principal offices at 11 Madison Avenue, New York, New York 10010, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT, effective as of May 24, 2002 is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of June 9, 1998, amended and restated as of August 28, 1998 (as so amended and restated and as the same may be further amended, amended and restated, modified and/or supplemented from time to time, the "Security Agreement").

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 24th day of May, 2002.

QUALITY CARRIERS, INC.,
as Assignor

By Thomas L. Finkbiner
Name: Thomas L. Finkbiner
Title: President

CREDIT SUISSE FIRST BOSTON, as
Collateral Agent, as Assignee

By _____
Name:
Title:

By _____
Name:
Title:

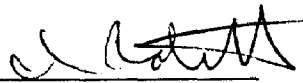
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 21st day of May, 2002.

QUALITY CARRIERS, INC.,
as Assignor

By _____
Name:
Title:

CREDIT SUISSE FIRST BOSTON, as
Collateral Agent, as Assignee

By  _____
Name: ROBERT HETU
Title: DIRECTOR

By  _____
Name: IAN W. NALITT
Title: ASSOCIATE

SCHEDULE A

MARK

REG. NO.

REG. DATE

QUALITY CARRIERS

2,420,609

January 16, 2001