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Form PTO-1594 (Rev. 03/01) 7.08.02

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DEPARTMENT OF COMMERCE S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Logistechs, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 4/04/02

2. Name and address of receiving party(ies) Name: General Electric Capital Corporation

Internal Address: Street Address: 201 High Ridge Road City: Stamford State: CT Zip: 06927-4900

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,496,314

Additional number(s) attached Yes No

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

Name: General Electric Capital Corporation

Internal Address:

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927-4900

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:

(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.

Shawn G. Pearson Name of Person Signing

Shawn Pearson Signature

7/8/2002 Date

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

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

TRADEMARK REEL: 002541 FRAME: 0984

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2002, by Logistechs Inc., a Nevada corporation ("Grantor"), in favor of General Electric Capital Corporation, a Delaware corporation ("Lender").

### W I T N E S S E T H:

WHEREAS, Grantor proposes to issue, and Lender proposes to acquire, a secured promissory note in the principal amount of \$1,400,000 (as amended, modified and supplemented from time to time, the "Note"), upon the terms and conditions set forth in the Purchase Agreement, dated as of the date hereof, between Grantor and Lender (as amended, modified and supplemented from time to time, the "Purchase Agreement");

WHEREAS, Lender is willing to issue the Note, but only on the condition, among others, that Grantor executes and delivers to Lender a security agreement (as amended, modified and supplemented from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security 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, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (all of which being hereinafter collectively referred to as the "Trademark Collateral"):

(a) all rights in the mark "k2s" and the United States trademark registration number 2,496,314, including, without limitation, (A) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (B) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof), and (C) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademark");

(b) all goodwill of the business connected with the use of, and symbolized by, the Trademark; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of the Trademark or (ii) injury to the goodwill associated with the Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby 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.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**LOGISTECHS INC.,**

as Grantor

By: \_\_\_\_\_

Name: Craig Ballard

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**

as Lender

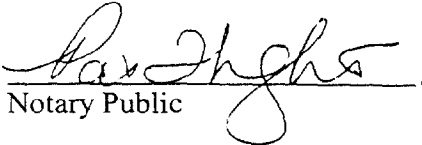
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT OF GRANTOR

On this 3 day of April 2002, Craig Ballard who is personally known to me appeared before me in his capacity as the President of Logistechs Inc. ("Grantor") and executed on behalf of Grantor the Trademark Security Agreement in favor of General Electric Capital Corporation to which this Certificate is attached.

  
Notary Public

**PATRICIA D. WRIGHT**  
Notary Public  
600-1112 WEST PENDER ST.  
VANCOUVER, B.C. V6E 2S1  
682-8988

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LOGISTECHS INC.,  
as Grantor

By: \_\_\_\_\_

Name: Craig Ballard

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Lender

By: Henry Hubschman

Name: Henry Hubschman

Title: President, GE Capital Aviation Services