

08-16-2002



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission
Document ID#

Correction of PTO Error

Reel #

Frame #

Corrective Document

Reel #

Frame #

Conveyance Type

Assignment

License

Security

Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Security Agreement Supplement

Effective Date
Month Day Year

07/24/02

Conveying Party

Mark if additional names of conveying parties attached

Name

Commercial Truck & Trailer Sales, Inc.

Execution Date
Month Day Year

07/24/02

Formerly

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Citizenship/State of Incorporation/Organization

Florida

Receiving Party

Mark if additional names of receiving parties attached

Name

Bank of America, N.A., as Collateral Agent

DBA/AKA/TA

Composed of

Address (line 1)

400 North Ashley Street

Address (line 2)

13th Floor

Address (line 3)

Tampa

FL

33602

City

State/Country

Zip Code

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

National Banking Association

Citizenship/State of

Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party Only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
 Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="78/065,186"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized as indicated herein.

Name of Person Signing Signature Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Supplement"), dated as of July 24, 2002 is made by and between **COMMERCIAL TRUCK & TRAILER SALES, INC.**, a Florida corporation (the "Grantor"), and **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States, as Collateral Agent (the "Collateral Agent"), for the Secured Parties. All capitalized terms used but not otherwise defined herein shall have the respective meanings thereto assigned (whether specifically or by reference to another document) in the IP Security Agreement (as defined below).

WHEREAS, the Grantor is required under the terms of (a) that certain Amended and Restated Intellectual Property Security Agreement dated as of July 24, 2002 by the Grantor in favor of the Collateral Agent for the benefit of the Secured Parties (as from time to time amended, revised, modified, supplemented, or amended and restated, the "IP Security Agreement") and (b) the other Restructure Documents to cause certain intellectual property owned by it and listed on Schedules I, II, III and IV to this Supplement (the "Additional Collateral") to become subject to the IP Security Agreement; and

WHEREAS, a material part of the consideration given in connection with and as an inducement to the execution by the Collateral Agent and other Secured Parties of the Restructure Documents was the obligation of the Grantor to grant a security interest in the Additional Collateral to the Collateral Agent for the benefit of the Secured Parties, whether then owned and not required to be subject to a pledge or subsequently acquired or created; and

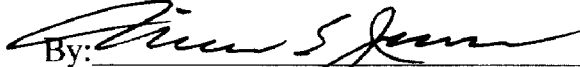
WHEREAS, the Secured Parties have required the Grantor to grant to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional Collateral in accordance with the terms of the IP Security Agreement and the other Restructure Documents;

NOW, THEREFORE, the Grantor hereby agrees as follows with the Collateral Agent, for the benefit of the Secured Parties:

1. The Grantor hereby affirms and acknowledges the grant of security interest in the Additional Collateral contained in the IP Security Agreement and hereby grants to the Collateral Agent for the benefit of the Secured Parties a first priority lien and security interest in the Additional Collateral listed on Schedules I, II, III and IV and all proceeds thereof.
2. The Grantor hereby acknowledges, agrees and confirms that, by its execution of this Supplement, the Additional Collateral constitute "Collateral" under and is subject to the IP Security Agreement. Each of the representations and warranties with respect to Collateral contained in the IP Security Agreement is hereby made by the Grantor with respect to the Additional Collateral. Revised Schedules I, II, III and IV to the IP Security Agreement reflecting the Additional Collateral are being delivered herewith to the Collateral Agent.

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be duly executed by its authorized officer as of the day and year first above written.

COMMERCIAL TRUCK &
TRAILER SALES, INC.,
a Florida corporation

By: 
Name: Milton E. Jacobs
Title: Secretary & Treasurer

Acknowledged and accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent for the Secured Parties

By: _____
Name: Lisa Marshall
Title: Senior Vice President

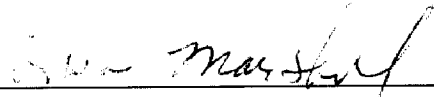
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By: _____
Name: Milton E. Jacobs
Title: Secretary & Treasurer

Acknowledged and accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent for the Secured Parties

By: 
Name: Lisa Marshall
Title: Senior Vice President

SCHEDULE II

Trademarks and Trademark Applications

Pending Application

Mark	Serial No.	Filing Date
CTTS / COMMERCIAL TRUCK & TRAILER SALES and Design	78-065,186	5/23/01