

RE

11-08-2002



3 SHEET

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

102276396

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

11-4-02

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

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

2. Name and address of receiving party(ies):
 Name: PNC Bank, N.A.
 Internal Address: _____
 Street Address: 2121 San Jacinto, Suite 1850
 City: Dallas, Texas 75201

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National 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) & addresses attached? Yes No

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS
FINANCE SECTION
NOV - 4 11:00

3. Nature of conveyance

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 29, 2002

4. Application number(s) or registration number(s):
 Trademark Application No.(s) _____
 Additional numbers attached? Yes No

B. Trademark Registration No.(s)
2,554,248 and 2,551,952
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Dana Hartje Cardwell, Esq.
 Internal Address: SHERIDAN ROSS P.C.
Suite 1200
 Street Address: 1560 Broadway
 City: Denver State: CO ZIP 80202-5141

6. Total number of applications and registrations involved. 2

7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account.

8. Deposit account number: 19-1970
 (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.

Dana Hartje Cardwell Dana Hartje Cardwell 10-28-02
 Name of person signing Signature Date

Total number of pages including cover sheet, attachments and document: 9

11/07/2002 DRYNE 00000254 2554248

01 FC:0521 40.00 OP
 02 FC:0522 25.00 OP
 cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, DC 20231

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO COMMISSIONER FOR PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, DC 20231 ON October 28, 2002

SHERIDAN ROSS P.C.
 BY: Bonnie B. Ludlow

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") dated August 29, 2002, is by and between MicroStar Logistics, Inc. ("Borrower"), whose address is 6400 South Fiddler's Green Circle, and PNC Bank, National Association as Agent for itself and the other lenders (collectively "Lender") described in the Revolving Credit and Security Agreement among Borrower, Global Container Management, L.L.C., MicroStar Keg Management, L.L.C., and Lender dated as August 29, 2002 and any amendments, extensions, modifications, replacements and substitutions thereto (collectively "Loan Agreement"), whose address is 2121 San Jacinto, Suite 1850, Dallas, Texas 75201.

RECITAL

In order to induce Lender to enter into one or more agreements with and extend loans and other financial accommodations to Borrower and in consideration of any credit, advances or financial accommodations now or hereafter granted to or on behalf of Borrower by Lender, Borrower and Lender hereby agree to the terms and conditions set forth below.

AGREEMENTS

1. **Grant of Security Interest.** Borrower does hereby grant to Lender a security interest in the following personal property ("Collateral"):

(a) All present and future trademarks, tradenames and service marks and federal, state and foreign trademark, tradename and service mark registrations and applications belonging to Borrower, including, but not limited to, the personal property described on **Exhibit A** attached hereto and incorporated herein by this reference;

(b) All present and future elements of package or trade dress goods belonging to the undersigned;

(c) All present and future goodwill belonging to the undersigned and connected with or symbolized by the foregoing trademarks, tradenames, service marks, trademark registrations, tradename registrations, service mark registrations, trademark applications, tradename applications, service mark applications, package and trade dress;

(d) All present and future licenses belonging to the undersigned and pertaining to trademarks, tradenames, service marks, trademark registrations, tradename registrations, service mark registrations, trademark applications, tradename applications, service mark applications, package and trade dress; and

(e) All proceeds and products of and books and records pertaining to the foregoing personal property.

2. **Obligations Secured by Collateral.** The Collateral shall secure the following (collectively "Obligations"):

(a) the payment and performance of all of Borrower's indebtedness, liabilities and obligations to Lender under the following loan documents (collectively "Loan Documents"):

(i) the Loan Agreement;

(ii) this Agreement;

(iii) All other present and future agreements between Borrower and Lender of any kind; and

(iv) All amendments, modifications, replacements, and substitutions to any of the foregoing; and

(b) the payment and performance of all other present and future indebtedness, liabilities and obligations (primary and secondary, direct and contingent, joint and/or several) of Borrower to Lender of any kind.

3. **Representations and Warranties.** Borrower hereby represents and warrants that:

(a) Borrower is the owner of the Collateral free and clear of all liens, charges, encumbrances, setoffs, defenses and counterclaims of whatsoever kind or nature (except for the security interests constituting Permitted Encumbrances under the Loan Agreement and the security interests granted to Lender);

(b) Except for the foregoing security interests, Borrower has not made and shall not make any assignment, license, pledge, mortgage, hypothecation or transfer of the Collateral or the proceeds thereof without the prior written consent of Lender;

(c) this Agreement does not contravene any statute, ordinance, administrative rule, contract, or other agreement binding on Borrower including, but not limited to, any license agreement pertaining to the Collateral; and

(d) there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral that, if determined adversely to Borrower, would result in a material obligation or liability of Borrower.

4. **Use and Ownership Prior to Default.** Borrower shall use the Collateral only in the ordinary course of its business. Borrower shall defend its title to the Collateral free and clear of all liens, charges, encumbrances, setoffs, defenses and counterclaims of every kind or nature (except for the security interests constituting Permitted Encumbrances under the Loan Agreement and the security interests granted to Lender) against all present and future contradictory claims. Borrower shall not assign, sell, transfer or otherwise encumber the Collateral without the prior written consent of Lender. Borrower shall not license the Collateral except in good faith and in the ordinary course of business and so long as such license is capable of being assigned to Lender without any adverse effect of any kind. Borrower shall take any action needed to maintain the full value of the Collateral in a timely manner. Lender is hereby appointed as Borrower's agent to take any action necessary to maintain the full value of the Collateral upon the occurrence and during the continuance of an event of default described in this Agreement, including, but not limited to, filing affidavits of continued use and renewing the trademarks and service marks contained in the Collateral. Borrower shall reimburse Lender for all sums expended to maintain the Collateral together with interest thereon at the lesser of (a) the highest rate described in the Loan Documents or (b) the highest rate permitted by law. Notwithstanding the foregoing, Lender shall not be required to maintain the Collateral and does not assume any other obligation or liability pertaining to the Collateral.

5. **Events of Default.** Borrower shall be in default of the obligations described in this Agreement in the event that: (a) Borrower defaults on the payment or performance of one or more Obligations to Lender under this Agreement; or (b) an event of default occurs under the Loan Agreement, any other Loan Document or any other present or future document, instrument or agreement between Borrower and Lender.

6. **Remedies on Default.** If there is a default under this Agreement, Lender shall be entitled to exercise one or more of the following remedies without presentment, dishonor, notice or demand of any kind (all of which are hereby waived by Borrower):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to sell, license or otherwise dispose of any Collateral and collect any deficiency balance with or without resorting to legal process;
- (d) to set-off the Obligations against any amounts due to from Lender to Borrower including, but not limited to, monies and instruments maintained with Lender; and
- (e) to exercise all other rights available to Lender under any other present or future document, instrument or agreement between Borrower and Lender or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order.

Without limiting any of Borrower's obligations or Lender's rights under this Agreement or any of the other Loan Documents, Borrower shall provide Lender upon Lender's request from time to time with updated versions of this Agreement which describe all of the Collateral applied for and registered with the U.S. Patent and Trademark Office. In addition, Borrower shall provide Lender upon Lender's request from time to time with absolute assignments of the Collateral. Such assignments shall be in form and substance reasonably acceptable to Lender in its discretion acting in good faith. Borrower hereby appoints Lender as its attorney-in-fact to insert the name and address of the assignee and any other information required by the U.S. Patent and Trademark Office and file the assignments with that governmental authority but only upon the occurrence of an event of default under this Agreement and the foreclosure of Lender's security interest in the Collateral under applicable law. This power of attorney is coupled with an interest and irrevocable in nature.

7. **Indemnity.** Lender shall not assume or be responsible for the performance of any of Borrower's obligations with respect to the Collateral under any circumstances. Borrower shall immediately provide Lender with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (collectively "Claims") pertaining to its business operations or the Collateral.

8. **Further Assurances.** Borrower shall take all actions and execute and file all documents necessary or reasonably requested by Lender to carry out the intent and purposes of this Agreement. Without limiting the foregoing, Borrower shall execute and file such financing statements and other documents in any location that Lender, acting in good faith, may deem necessary or appropriate to perfect and preserve Lender's security interest in the Collateral and appoints Lender as Borrower's attorney-in-fact to execute and file the aforementioned documents. This power of attorney is coupled with an interest and irrevocable in nature.

9. **Termination.** This Agreement and Lender's security interest in the Collateral shall terminate upon the elimination of Lender's obligations to lend any additional monies to Borrower and the irrevocable payment and performance in full of the Obligations secured by this Agreement.

10. **Modification and Waiver.** No provision of this Agreement may be waived or modified except in a writing signed by the parties hereto. Lender may perform any of Borrower's obligations or delay or fail to exercise any of its rights under this Agreement without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Borrower's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any person or

entity besides Borrower or any of its rights against any person or entity besides Borrower, any Collateral, or any other property of any kind.

11. **Successors and Assigns.** Borrower shall not be entitled to assign, convey, sell or transfer to any person or entity any of its rights or obligations described in this Agreement without obtaining Lender's prior written consent. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective permitted successors, assigns, trustees and receivers.

12. **Attorney's Fees.** Lender shall be entitled to recover and shall be awarded its attorneys' fees, expenses and costs (incurred before trial, at trial and on appeal) in connection with the enforcement of Lender's rights and remedies under this Agreement.

13. **Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to principles of conflict of laws.

14. **Headings.** The several captions to different sections of this Agreement are inserted for convenience only and shall be ignored in interpreting the provisions hereof.

15. **Singular, Plural and Gender References; Grammatical Corrections.** Singular references shall include plural references, plural references shall include singular references, references to one gender shall include references to other genders, and all other necessary grammatical modifications shall be deemed to have been made to the extent necessary to conform this Agreement to the intent of the parties.

16. **Confirmation of Accuracy.** Borrower declares under the penalties of perjury that it has examined the statements contained in this Agreement and, to the best of Borrower's knowledge and belief, such statements are true, correct and complete in all respects.

17. **Jurisdiction and Venue.** Borrower consents to the jurisdiction and venue of any federal or state court located in the City and County of Denver, State of Colorado, with respect to any litigation pertaining to the negotiation, execution, interpretation, or enforcement of any right or obligation under this Agreement.

18. WAIVER OF JURY TRIAL. IT IS MUTUALLY AGREED BY AND BETWEEN BORROWER AND LENDER THAT THE RESPECTIVE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS RELATED THERETO.

Dated as of the 29th day of August, 2002.

BORROWER:

MICROSTAR LOGISTICS, INC.

[Seal]

By: *Stan Stoudenmire*
Name: Stan Stoudenmire
Title: Executive Vice President and Chief
Financial Officer

LENDER:

PNC BANK, NATIONAL ASSOCIATION
AS AGENT FOR ITSELF AND THE
OTHER LENDERS DESCRIBED IN THE
LOAN AGREEMENT

By: *Raymond L. Yager*
Name: Raymond L. Yager
Title: VP

STATE OF Colorado)
CITY AND) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 19th day of September, 2002 by Stan Stoudenmire as the Executive Vice President and Chief Financial Officer of MicroStar Logistics, Inc., a Delaware corporation, on behalf of such corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 4/7/2003



Debra Soukop
Notary Public

My Commission Expires 04/07/2003

Exhibit A

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
2,544,248	March 5, 2002	MICROSTAR (Stylized)
2,551,952	March 26, 2002	MICROSTAR