

8-901

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

04-03-2003

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



102405033

Attached original documents or copy thereof.

To the Honorable Commissioner of 1. Name of conveying party(ies): Global Intermodal Systems, Inc. 2000 Crow Canyon Place, Suite 430 San Ramon, CA 94583

2. Name and address of receiving party(ies) Name: Comerica Bank-California Internal Address: Street Address: 201 Spear Street, Ste 100 San Francisco State: CA Zip: 94111

Additional name(s) of conveying party(ies) attached? [] Yes [X] No 3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other First Amendment to Grant of Security Interest Execution Date: 07/06/01

If assignee is not domiciles in the United States a domestic representative designation is attached: [] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [X] Yes [] No

4. Application number(s) or registration number(s): A. Patent Application No.(s) 76/189,079 B. Patent No.(s) 2,365,981

RECEIVED JUN 10 2003

06/09/2001 670011 00000122 76189079 31 FC: 481 40.00 OP 32 FC: 482 25.00 OP

5. Name and address of party to whom correspondence concerning document should be mailed: Name: April M. Piercey, CLA Internal Address: Cooley Godward LLP 5 Palo Alto Square Street Address: 3000 El Camino Real City: Palo Alto State: CA Zip: 94306

6. Total number of applications and patents involved: 2 7. Total fee (37 CFR 3.41) \$ 65.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 30-3115 (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. April M. Piercey Name of Person Signing

Signature Date 07/08/01

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

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

**FIRST AMENDMENT TO
GRANT OF SECURITY INTEREST**

(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)

THIS FIRST AMENDMENT TO THE GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS, AND TRADE NAMES) ("*Amendment*") is made and entered into as of July 6, 2001 by and between GLOBAL INTERMODAL SYSTEMS, INC., a California corporation ("*Debtor*") and COMERICA BANK-CALIFORNIA, a California banking corporation ("*Secured Party*").

RECITALS

A. Debtor and Secured Party have entered into that certain Grant of Security Interest (Trademarks, Service Marks, and Trade Names) dated as of February 9, 2000 (the "*Original Grant*") pursuant to which, among other things, Debtor granted a security interest to Bank in Section 2 thereof.

B. Debtor, GIS, FL Inc., a California corporation, GIS GA, Inc. a California corporation, GIS SC, Inc., a California corporation, and Coastcon, Inc., a California corporation (the "*Other Borrowers*"), and Secured Party have also entered into that certain Fourth Amended and Restated Loan Agreement dated as of February 9, 2000 (the "*Loan Agreement*") pursuant to which Secured Party agreed to make revolving loans to Debtor and the Other Borrowers in the maximum principal amount of \$13,000,000 and to make a term loan to Debtor and the Other Borrowers in the maximum principal amount of \$10,000,000 (collectively, the "*Original Loans*") upon the terms and conditions contained therein.

C. Debtor, the Other Borrowers, and Secured Party are entering into a certain First Amendment to the Loan Agreement (the "*First Amendment*") to provide for a new term loan in the original principal amount of \$3,500,000 (the "*Additional Term Loan*").

D. Bank is willing to enter into the First Amendment and make and maintain the Original Loans and the Additional Term Loan (collectively, the "*Loans*") to Debtor and the Other Borrowers on and after the date hereof, but only upon the condition, among others, that Debtor shall have executed and delivered this Amendment to Bank. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement, as amended by the First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein set forth, and intending to be legally bound, the parties hereto hereby amend the Original Grant as follows:

1. **Amendments to Original Grant.** The following amendments are hereby made to the Original Grant:

1.1 The definition of "Loan Agreement" is hereby amended to include specifically the First Amendment, and the definition of "Security Agreement" is hereby amended to include specifically the First Amendment to the Security Agreement dated of even date herewith by and among Debtor, the Other Borrowers, and Bank.

1.2 Schedule B to the Original Grant shall be replaced with Schedule B attached hereto and incorporated herein by reference.

2. **REPRESENTATIONS AND WARRANTIES.** Debtor hereby represents and warrants to Secured Party that:

2.1 its representations and warranties in the Loan Documents continue to be true and complete in all material respects as of the date hereof after giving effect to this Amendment and that the execution, delivery and performance of this Amendment are duly authorized, do not require the consent or approval of any governmental body or regulatory authority and are not in contravention of or in conflict with any law or regulation or any term or provision of any other agreement entered into by Debtor.

2.2 No Event of Default under the Loan Agreement or any other Loan Document has occurred and is continuing.

3. **FULL FORCE AND EFFECT; ENTIRE AGREEMENT.** Except to the extent expressly provided in this Amendment, the terms and conditions of the Loan Agreement and the other Loan Documents shall remain in full force and effect. This Amendment and the other Loan Documents constitute and contain the entire agreement of the parties hereto and supersede any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, respecting the subject matter hereof.

4. **COUNTERPARTS; EFFECTIVENESS.** This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Amendment shall be deemed effective upon the execution of a counterpart hereof by Debtor and Secured Party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed and delivered by its duly authorized officer on the date first set forth above.

DEBTOR

GLOBAL INTERMODAL SYSTEMS, INC.,
a California corporation

By: 
David M. Liebman
Chief Financial Officer

BANK

COMERICA BANK-CALIFORNIA

By: 
Vanessa Gold
Vice President


[Signature page to Grant of Security Interest]

#174484 v1
072401/1431

TRADEMARK
REEL: 002628 FRAME: 0792

SCHEDULE B

U.S. TRADEMARKS

APPLICATION NO.	MARK	APPLICATION DATE
GLOBAL INTERMODAL SYSTEMS Class: 6	76/189079 Filed 1/3/01	Pending
 Class: 6	2,365,981 Filed 1/21/99	Registered 7/11/00

##174484 v1
072601/15581

RECORDED: 08/09/2001

TRADEMARK
REEL: 002628 FRAME: 0793