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RE

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

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

1. Name of conveying party(ies): 12-3-02 Containerport Group, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies) Name: PNC Bank, National Association Internal Address: One PNC Plaza, 6th Floor Street Address: 249 Fifth Avenue City: Pittsburg State: PA Zip: 15222 [ ] Individual(s) citizenship [X] Association National Banking Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [ ] Other If assignee is not domiciled 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? [ ] Yes [X] No

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: November 18, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,019,324; 1,905,995; 1,892,844 Additional number(s) attached [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Monica S. Verma Internal Address: Baker & Hostetler LLP 3200 National City Center Street Address: 1900 East 9th Street City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 90 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 02-0396

DO NOT USE THIS SPACE

9. Signature. Monica S. Verma Name of Person Signing Signature Date 12/02/02 6 Total number of pages including cover sheet, attachments, and document: 6

FINANCE SECTION

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

12/06/2002 DBYRNE 00000181 2019324 01 FC:8521 02 FC:8522 40.00 DP 50.00 DP

TRADEMARK REEL: 002629 FRAME: 0904

# CONTAINERPORT GROUP, INC.

## TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

### 1. As used herein:

1.1. "Agent" means PNC Bank, National Association, as Agent under the Credit Agreement.

1.2. "Borrowers" mean World Shipping, Inc., a corporation organized under the laws of the State of Ohio, ContainerPort Group, Inc., a corporation organized under the laws of the State of Ohio, World Logistics Services, Inc., a corporation organized under the laws of the State of Ohio, and NewPort Tank Containers, Inc., a corporation organized under the laws of the State of Ohio.

1.3. "Collateral" means all general intangibles and all trademarks, registered or unregistered, of Pledgor, including but not limited to those listed on Exhibit A hereto, and all variations thereof, whether now or hereafter existing and whether designated as a trade name, trademark, domain name or service mark, all modifications thereto, all applications therefore, if any, all proceeds thereof (including license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto, and the goodwill of each business to which they relate.

1.4. "Credit Agreements" means, collectively, the Revolving Credit, Term Loan and Security Agreement and the Export Revolving Credit and Security Agreement, each dated the date hereof, among Borrowers, Agent and the Lenders thereunder, pursuant to which Agent and the Lenders have established revolving credit and term loan facilities, together with every future supplement or other amendment, if any, to those agreements.

1.5. "Event of Default" means an "Event of Default" (as defined in each of the Credit Agreements) or a breach of or default under this Agreement.

1.6. "Pledgor" means ContainerPort Group, Inc., an Ohio corporation.

1.7. Capitalized terms used in this Security Agreement without definition have the meanings ascribed to such terms in each of the Credit Agreements.

2. Pledgor requests that Lenders grant loans to Borrowers pursuant to the Credit Agreements and to grant such other financial accommodations to Borrowers as Borrowers may from time to time request and as Agent in each case may be willing to grant. In consideration thereof and for other valuable considerations, Pledgor hereby grants Agent a security interest in, and assigns and conveys to Agent, the Collateral as security for Borrowers' Obligations to Lenders.

3. Pledgor represents and warrants to Agent as follows:

3.1. Pledgor owns and holds the Collateral free from any equity, security interest, lien or restriction whatever and no one else (other than Agent by reason of this Security Agreement) has, or to Pledgor's knowledge claims to have, any right, title or interest of any kind in or to the Collateral.

3.2. The Collateral has not been adjudged invalid or unenforceable and, to the best of Pledgor's knowledge, the Collateral is valid and enforceable.

3.3. The security interest herein conferred upon Agent constitutes the first and paramount lien upon the Collateral and no claim has been made that the use of any of the trademarks does or may violate the rights of any third person.

3.4. Pledgor has used proper statutory notice in connection with its use of the Collateral and has used consistent standards of quality in its provision of services relating to or under the Collateral.

4. Pledgor has and will comply with all trademark marks requirements specified by 15 U.S.C. §1111. Pledgor covenants and agrees with Agent to use proper statutory notice in connection with the Collateral and to use consistent standards of quality in its provision of services, commensurate with acceptable industry standards, under or relating to the Collateral. Pledgor grants to Agent and its employees and agents the right to inspect Pledgor's plants and facilities which manufacture, to inspect or store products sold under, relating to or under any Collateral, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Pledgor shall do any and all acts required by Agent to ensure Pledgor's compliance with the foregoing.

5. Unless and until there shall occur an Event of Default, Agent hereby grants to Pledgor the exclusive, nontransferable right and license to use the Collateral on and in connection with the services provided by Pledgor, for Borrowers' benefit and account and for none other. Pledgor shall not enter into any agreement which is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any sublicense under, the license granted to Pledgor hereunder, without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Pledgor will indemnify Agent and hold it harmless against third parties for any cause of action, loss, liability, or expense arising from Pledgor's actions with respect to the Collateral.

7. Pledgor irrevocably authorizes and empowers Agent, upon an Event of Default, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent, upon an Event of Default, may immediately sell at a public or private sale in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, or any interest which the Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Notice of any sale or other disposition of the Collateral shall be mailed to Pledgor at least five (5) days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor agrees shall be reasonable notice of such sale

or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is waived and released.

8. At such time as Borrowers shall completely pay all of the Obligations, this Agreement shall terminate and Agent shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and expenses incurred in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations.

10. Pledgor shall have the duty to prosecute diligently any Collateral applications of the Collateral pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registerable but unregistered Collateral, to file and prosecute opposition and cancellation proceedings, to file for renewals, and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Collateral. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. The Pledgor shall not abandon any Collateral without the consent of the Agent, which consent shall not be unreasonably withheld.

11. Pledgor shall have the right, with the prior written consent of Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorney's fees, incurred by Agent in the fulfillment of the provisions of this section.

12. Upon an Event of Default, Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Pledgor ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If Pledgor fails to comply with any of its obligations hereunder, Agent may do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent in full for all expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Pledgor will execute any agreements deemed reasonably necessary by Agent to secure or perfect Agent's claim to or interest in the Collateral, in whole or part.

15. No course of dealing between Pledgor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. The rights and remedies specified or referred to in this Agreement are in addition to any other rights and remedies that Agent or Borrowers may otherwise have or acquire by operation of law, by other contract or otherwise. The provisions of this Agreement, and the respective rights and duties of Pledgor and Agent hereunder, shall be interpreted and determined in accordance with Ohio law, without regard to principles of conflict of laws. If at any time one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. PLEDGOR WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN AGENT AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED BY PLEDGOR TO AGENT OR LENDERS.

Executed and delivered at Cleveland, Ohio as of the 18 day of November, 2002.

CONTAINERPORT GROUP, INC.

By:   
John E. Hunger, Treasurer and Chief  
Financial Officer

Address: 1340 Depot Street, Suite 200  
Cleveland, Ohio 44116

## EXHIBIT A

### Federal Registrations

<u>Trademark</u>	<u>Trademark No.</u>
Intermodal Container Logistics and Design	2,019,324
Containerport Group and Design	1,905,995
Intermodal Container Logistics	1,892,844

### Foreign Mark Registrations

<u>Trademark</u>	<u>Trademark No.</u>
Intermodal Container Logistics and Design	185498 (Austria)
Intermodal Container Logistics and Design	1214634 (European Community)
Intermodal Container Logistics and Design	701342 (Mexico)

### Domain Name Registrations

<u>Domain Name</u>
containernet.com
containerport.com

### Tradenames

<u>Tradename</u>	<u>State</u>
MaritimeContainer Logistics	Ohio