



102390218

To the Honorable Commissioner of Patents

Original documents or copy thereof.

1. Name of conveying party(ies):

2-27-03

Odyssey Logistics & Technology Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: February 4, 2003

2. Name and address of receiving party(ies)

Name: RRE Ventures II, LP

Internal

Address:

Street Address: 126 E. 56th St.

City: New York State: NY Zip: 10022

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☒ Limited Partnership
☐ Corporation-State
☐ Other

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) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2626497, 2647044, 2464450

Additional number(s) attached ☐ Yes ☒ No

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

Name: Jessica M. Kelley

Internal Address: O'Melveny & Myers LLP

Street Address: 30 Rockefeller Plaza

City: New York State: NY Zip: 10112

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- ☒ 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.

Jessica M. Kelley

Name of Person Signing

Signature

Date

2/26/03

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

32

03/13/2003 LNUELLER 00000227 2626497

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

01 FC:0521
02 FC:0522

40.00 OP
50.00 OP

TRADEMARK
REEL: 002690 FRAME: 0716

EXHIBIT E

INTELLECTUAL PROPERTY SECURITY AGREEMENT

February 4, 2003

from

ODYSSEY LOGISTICS & TECHNOLOGY CORPORATION

to

**THE COLLATERAL AGENT
(as defined herein)**

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SCHEDULES

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of February 4, 2003, made by Odyssey Logistics & Technology Corporation, a corporation organized under the laws of the State of Delaware (the "**Grantor**"), in favor of Odyssey Agent, LLC, a Delaware limited liability company, as Collateral Agent (the "**Collateral Agent**"), for the benefit of the holders of the Notes (as defined below) (collectively the "**Grantees**").

WHEREAS, the Grantor and the Grantees have entered into a Senior Secured Convertible Promissory Note Purchase Agreement dated as of February 4, 2003 (as at any time amended, modified or supplemented, the "**Purchase Agreement**"), pursuant to which the Grantor has issued Senior Secured Convertible Promissory Notes (each a "**Note**", and collectively the "**Notes**") to the Grantees;

WHEREAS, it is a condition to the issuance of the Notes under the Purchase Agreement that the Grantor enter into this Intellectual Property Security Agreement;

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants and pledges to the Collateral Agent, for its benefit and the ratable benefit of the Grantees, a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Grantor, and whether now or hereafter existing (collectively, the "**Intellectual Property Collateral**"):

(i) all patents, patent applications and patentable inventions, whether under the laws of the United States of America or any other country or jurisdiction, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof, all recordings and registrations thereof and applications therefor, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) 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 and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "**Patents**");

(ii) all trademarks, service marks, trade names, trade dress, corporate and company names, logos or other indicia of trade origin, trademark and service mark

registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) 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 (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the “**Trademarks**”);

(iii) all copyrights, whether statutory or common law, whether under the laws of the United States of America or any other country or jurisdiction, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) 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 (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the “**Copyrights**”);

(iv) all license agreements with any other Person in connection with any of the Patents, Trademarks or Copyrights, or such other Person’s patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the “**Licenses**” and each a “**License**”); and

(v) all proceeds of any of the foregoing Patents, Trademarks, Copyrights and Licenses, including, without limitation, any claims by any Guarantor against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses;

provided, however, that the term "Intellectual Property Collateral" shall not include any item of property to the extent that the grant by the Grantor of a security interest pursuant to this Agreement in the Grantor's right, title and interest in such item of property is prohibited by an applicable contract or requirement of law or would give any other person the right to terminate its obligations with respect to such item of property; and provided, further, that the limitation in the foregoing proviso shall not affect, limit, restrict or impair the grant by the Grantor of a security interest pursuant to this Agreement in any money or other amounts due or to become due under any Patent, Trademark, Copyright or License.

SECTION 2. Security for Obligations. This Agreement and the Intellectual Property Collateral secure the full and prompt payment, at any time and from time to time as and when due (whether at the stated maturity, by acceleration or otherwise), of all obligations of the Grantor, whether now existing or hereafter incurred, created or arising and whether direct or indirect, absolute or contingent, due or to become due, under, arising out of or in connection with the Transaction Agreements, including, without limitation, all principal of and interest on the Notes, all reasonable fees, expenses, indemnities and other amounts payable by the Grantor to the Grantees under the Purchase Agreement, any Note and any other Transaction Agreement (including interest accruing after the filing of a petition or commencement of a case with respect to the Grantor seeking relief under any applicable federal and state laws pertaining to bankruptcy, reorganization, arrangement, moratorium, readjustment of debts, dissolution, liquidation or other debtor relief, specifically including without limitation the Bankruptcy Code and any fraudulent transfer and fraudulent conveyance laws, whether or not the claim for such interest is allowed in such proceeding), all such liabilities and obligations that, but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, would become due, and all reasonable fees, costs and expenses payable by the Grantor under this Agreement (the liabilities and obligations of the Grantor described in this Section 2, collectively, the "**Secured Obligations**").

SECTION 3. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Collateral Agent of any of the rights or remedies hereunder shall not release the Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) neither the Collateral Agent nor any other Grantee shall have any obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Collateral Agent or any other Grantee be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Notwithstanding anything contained herein to the contrary, the representations and warranties set forth herein shall, to the extent related to any assets transferred, contributed or sold to the Company pursuant to the Rely Transfer Agreement or the Dow Transfer Agreement, be limited to and qualified in their entirety by the representations and warranties contained in the Rely Transfer Agreement and the Dow Transfer Agreement, respectively, and any representation or warranty set forth herein which is broader than the representations or warranties contained in such agreements, covers matters not expressly covered therein or is contrary thereto shall be included solely for informational purposes as it relates to such assets. The Grantor represents and warrants as follows:

(a) the Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by such Grantor, free and clear of any lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Purchase Agreement. Except as set forth on Schedule V, no effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing the Grantor or any of its subsidiaries or any trade name of the Grantor or any of its subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Collateral Agent relating to this Agreement or one of the other Transaction Agreements, except as provided under the Transaction Agreements.

(b) Set forth in Schedule I is a complete and accurate list of all Patents owned by the Grantor. Set forth in Schedule II is a complete and accurate list of all Trademarks owned by the Grantor. Set forth in Schedule III is a complete and accurate list of all Copyrights owned by the Grantor. Set forth in Schedule IV is a complete and accurate list of all Licenses in which the Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other person's or entities' patents, trade names, trademarks, service marks, copyrights or works of authorship. The Grantor owns directly, or is entitled to use by license or otherwise, all Patents, Trademarks, and Copyrights used in, necessary for and material to the conduct of the Grantor's business. Except as set forth on Schedules I, II, III and IV, the Grantor has made all necessary filings and recordings and paid all required fees and taxes to protect and maintain its interest in the Intellectual Property Collateral.

(c) To the Knowledge of the Grantor, each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of the Grantor set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. To the knowledge of the Grantor, each License of the Grantor identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. The Grantor is not aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral. As used herein, the term "Knowledge of the Grantor" shall mean the actual knowledge of Robert

H. Shellman, Douglas A. Johnson and Raymond G. Maier; provided, that the parties hereby agree that with respect to any information related to the Related Transaction Agreements, such knowledge shall be limited to the information contained in the Related Transaction Agreements.

(d) The Grantor has not made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. The Grantor has not granted any License (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) This Agreement creates in favor of the Collateral Agent a valid and, provided the filings referred to in Section 4(e)(ii) are properly made, perfected security interest in the Intellectual Property Collateral of the Grantor, securing the payment of the Secured Obligations except as provided under the Purchase Agreement.

(f) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each copyright registration, and copyright application of the Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Collateral Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(g) To the Knowledge of the Grantor, there are no claims by any third party relating to any item of Intellectual Property Collateral.

(h) No claim has been made and is continuing or, to the Knowledge of the Grantor, threatened, that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by the Grantor of any Intellectual Property Collateral does or may violate the rights of any Person. To the best of the Grantor's Knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral.

SECTION 5. Covenants; Further Assurances.

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Collateral Agent believes may be reasonably necessary or reasonably

desirable, or that the Collateral Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, the Grantor will, upon the reasonable request of the Collateral Agent, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) The Grantor hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any Patent, Trademark, Copyright or License which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, (ii) the Grantor will promptly furnish to the Collateral Agent revised Schedules I, II, III or IV, as applicable, reflecting such new ownership interest and (iii) any such Patent, Trademark, Copyright or License will automatically become part of the Intellectual Property Collateral. In no event shall the Grantor or any of its agents, employees, designees or licensees, file an application for the registration of any Patent, Trademark, Copyright or License with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Intellectual Property Collateral and the goodwill and general intangibles of the Grantor relating thereto or represented thereby.

(e) With respect to each Patent, Trademark, Copyright or License, the Grantor agrees to take all steps that it determines in its reasonable business judgment are necessary or desirable, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such Patent, Trademark, Copyright or License, and (ii) pursue each patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States

Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each new or acquired Patent, Trademark, Copyright or License to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any Patent, Trademark, Copyright or License now or hereafter included in the Intellectual Property Collateral, unless (i) the Grantor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of the Grantor's business and (ii) the discontinuation or abandonment of such Patent, Trademark, Copyright or License could not have a Material Adverse Effect (as defined in the Purchase Agreement), in which case, the Grantor shall give prompt written notice of any such abandonment or discontinuance to the Collateral Agent.

(f) The Grantor agrees to notify the Collateral Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart thereof or any court) regarding the Grantor's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same.

(g) In the event that the Grantor makes a determination in its reasonable business judgment that any item of the Intellectual Property Collateral is infringed or misappropriated by a third party, the Grantor shall promptly notify the Collateral Agent and will take such actions as the Grantor or the Collateral Agent deems reasonably appropriate under the circumstances using its reasonable business judgment to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

(h) The Grantor shall take all steps which it or the Collateral Agent using its reasonable business judgment deems appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

(i) Upon the occurrence and during the continuance of any material breach or material default under any License, (A) the Grantor will, promptly after obtaining knowledge thereof, give the Collateral Agent written notice of the nature and duration thereof, specifying what action, if any, it has taken and proposes to take with respect thereto and (B) the Grantor will, upon written instructions from the Collateral Agent and at the Grantor's expense, take such action as the Collateral Agent may deem reasonably necessary or advisable in respect thereof and refrain from taking any action which could reasonably be expected to have a Material Adverse Effect (as defined in the Purchase Agreement).

(a) The Grantor will, at its expense, promptly deliver to the Collateral Agent a copy of each material notice or other material communication received by it by which any other party to any License purports to exercise any of its termination rights or materially modify any of its obligations thereunder, together with a copy of any reply by the Grantor thereto.

(b) The Grantor will exercise, promptly and diligently, those rights under the Licenses which it deems commercially reasonable to exercise in any given circumstances in the good faith business judgment of the officer(s) of the Grantor and will duly perform and observe in all material respects all of its obligations under each License and will take all action reasonably necessary to maintain the Licenses in full force and effect. The Grantor shall not, without the prior written consent of the Collateral Agent (which consent will not be unreasonably withheld), cancel, terminate, amend or otherwise modify in any material respect, or waive any provision of, any License unless such cancellation, termination or amendment could not reasonably be expected to have a Material Adverse Effect.

SECTION 6. Transfers and Other Liens. The Grantor agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of (except as provided in Section 5(e)) or grant any option with respect to, any of the Intellectual Property Collateral, or (ii) create or suffer to exist any lien upon or with respect to any of the Intellectual Property Collateral except for the pledge and security interest created by this Agreement.

SECTION 7. The Collateral Agent Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Collateral Agent as its attorney-in-fact (which power of attorney, coupled with an interest, is irrevocable for so long as this Agreement shall be in effect), with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable to enforce the rights of the Collateral Agent with respect to any of the Intellectual Property Collateral;

(d) pay or discharge taxes, Liens or other encumbrances levied or placed on or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent, any such payments made by the Collateral Agent to become Secured Obligations of the Grantor to the Collateral Agent, due and payable immediately and without demand;

(e) use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with any and all of the Intellectual Property Collateral as fully and completely as though the Collateral Agent were the absolute owner of the Intellectual Property Collateral for all purposes, and to do from time to time, at the Grantor's expense, all other acts and things deemed reasonably necessary by the Collateral Agent to protect, preserve or realize upon the Intellectual Property Collateral and to more completely carry out the purposes of this Agreement.

SECTION 8. The Collateral Agent May Perform. If the Grantor fails to perform any agreement contained herein, the Collateral Agent may itself, upon fifteen (15) days' notice to the Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Collateral Agent incurred in connection therewith shall be borne by the Grantor.

SECTION 9. Collateral Agent; Appointment, Powers and Immunities.

(a) Each Grantee (and each permitted transferee thereof) hereby irrevocably appoints and authorizes the Collateral Agent to perform the duties of the Collateral Agent as set forth in this Agreement including: (i) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Intellectual Property Collateral; (ii) to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, and other notices and documents with respect to this Agreement and the security interest granted hereunder; (iii) to perform, exercise, and enforce any and all other rights and remedies specifically authorized to be exercised by the Collateral Agent by the terms of this Agreement; (iv) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement; and (v) to take such other action as the Collateral Agent reasonably deems appropriate on its behalf to administer its duties hereunder. As to any matters not expressly provided for by this Agreement, the Collateral Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Majority Holders (as defined in the Purchase Agreement), and such instructions of the Majority Holders shall be binding upon all Grantees, provided, however, that the Collateral Agent shall not be required to take any action which, in its reasonable opinion exposes the Collateral Agent to liability or which is contrary to this Agreement or applicable law.

(b) The powers conferred on the Collateral Agent hereunder are solely to protect the interest of the Grantees in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters, and shall have no duty to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Collateral Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any other Grantee shall be liable to the Grantor (i) for any loss or damage sustained by the Grantor, or (ii) for any loss, damage, depreciation or other diminution in the value of any of the Intellectual Property Collateral that may occur as a result of or in connection with or that is in any way related to any exercise by the Collateral Agent of any right or remedy under this Agreement, any failure to demand, collect or realize upon any of the Intellectual Property Collateral or any delay in doing so, or any other act or failure to act on the part of the Collateral Agent or any other Grantee, except to the extent that the same is caused by the Collateral Agent's gross negligence or willful misconduct (subject to the standard of care imposed upon Collateral Agent in the immediately preceding sentence for Collateral in its possession).

(c) The Collateral Agent and its directors, officers, agents or employees shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement, except for their own gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Collateral Agent (i) may treat the holder of any Note as the owner thereof until the Collateral Agent receives written notice of the assignment or transfer thereof signed by such holder and in form reasonably satisfactory to the Collateral Agent; (ii) may consult with legal counsel, independent public accountants, and other experts and shall not be liable for any action taken or omitted to be taken in good faith in accordance with the advice of such counsel or experts; (iii) except as expressly set forth in this Intellectual Property Security Agreement, makes no representation or warranty to any Grantee for any statements, certificates, warranties or representations made by any person or entity other than the Collateral Agent in or in connection with this Agreement; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of the Grantor, the existence or possible existence of any Event of Default (as defined in the Notes), or to inspect the Intellectual Property Collateral or other property (including, without limitation, the books and records) of the Grantor; (v) shall not be responsible to any Grantee for the due execution by any party other than the Collateral Agent, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectibility of the Intellectual Property Collateral, the existence, priority or perfection of the Collateral Agent's lien thereon, or

any certificate prepared by the Grantor in connection therewith, nor shall the Collateral Agent be responsible or liable to the Grantees for any failure to monitor or maintain any portion of the Intellectual Property Collateral. The Collateral Agent shall not be liable for any apportionment or distribution of payments made in good faith pursuant to the books and records maintained by the Grantor, and if any such apportionment or distribution is subsequently determined to have been made in error, the sole recourse of any Grantee to whom payment was due but not made, shall be to recover from the other Grantees any payment in excess of the amount which they are determined to be entitled. The Collateral Agent may at any time request instructions from the Grantees with respect to any actions or approvals which, by the terms of this Agreement, the Collateral Agent is permitted or required to take or to grant, and if such instructions are promptly requested, the Collateral Agent shall be absolutely entitled to refrain from taking any action or to withhold any approval hereunder until it shall have received such instructions from the Majority Holders. Without limiting the foregoing, no Grantee shall have any right of action whatsoever against the Collateral Agent as a result of the Collateral Agent acting or refraining from acting under this Agreement in accordance with the instructions of the Majority Holders. The Collateral Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents believed by it in good faith to be genuine and correct and to have been signed, sent or made by the Grantor, and with respect to all matters pertaining to this Agreement and its duties hereunder or upon advice of counsel selected by it.

(d) With respect to the Notes held by the Collateral Agent and/or its affiliates, the Collateral Agent and its affiliates shall have and may exercise the same rights and powers hereunder and under their respective Notes and are subject to the same obligations and liabilities as, and to the extent set forth herein for, any other Grantee. The terms "**Grantees**" or "**Majority Holders**" or any similar terms shall include the Collateral Agent in its individual capacity as a Grantee or one of the Majority Holders. The Collateral Agent and its affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Grantor as if it were not acting as the Collateral Agent pursuant hereto without any duty to account to the other Grantees.

(e) The Collateral Agent may resign from the performance of all its functions and duties as Collateral Agent hereunder at any time by giving at least thirty (30) business days' prior written notice to the Grantor and each Grantee. Such resignation shall take effect upon the acceptance by a successor Collateral Agent of appointment pursuant to clauses (i) and (ii) below or as otherwise provided below.

(i) Upon any such notice of resignation, the Majority Holders shall appoint a successor Collateral Agent. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, such successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the Collateral Agent, and the resigning Collateral Agent shall be discharged from its duties and obligations under this Agreement. After the Collateral Agent's resignation hereunder as the Collateral Agent, the provisions of this Section 9(f)

shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Collateral Agent under this Agreement.

(ii) If a successor Collateral Agent shall not have been so appointed within said thirty (30) business day period, the resigning Collateral Agent shall then appoint a successor Collateral Agent who shall serve as the Collateral Agent until such time, if any, as the Majority Holders appoint a successor Collateral Agent as provided above

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Transaction Agreement (as defined in the Purchase Agreement) or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of New York at such time (the "**New York Uniform Commercial Code**") (whether or not the New York Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Collateral Agent and make them available to the Collateral Agent at a place and time to be designated by the Collateral Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable; and (iii) occupy any premises owned or leased by the Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to the Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and the Grantor will supply to the Collateral Agent or its designee the Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, the Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such

sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Collateral Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Collateral Agent, be held by the Collateral Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Collateral Agent pursuant to Section 11(b)), in whole or in part, by the Collateral Agent, for its benefit and the benefit of all other Grantees, against all or any part of the Secured Obligations in the following order, (i) first, to the Collateral Agent pursuant to Section 11(b), (ii) second, after payment in full of amounts owing under clause (i), to the ratable payment of all Secured Obligations owing to the Grantees, and (iii) third, any surplus of such cash or cash proceeds held by the Collateral Agent and remaining after payment in full of all of the Secured Obligations shall be paid over to the Grantor or to whomever may be lawfully entitled to receive such surplus.

(c) The Collateral Agent may exercise any and all rights and remedies of the Grantor in respect of the Intellectual Property Collateral.

(d) All payments received by the Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of the Grantor and shall be forthwith paid over to the Collateral Agent in the same form as so received (with any necessary or desirable endorsement or assignment).

(e) The Grantor shall remain liable to the extent of any deficiency between the amount of all proceeds realized upon sale or other disposition of the Intellectual Property Collateral pursuant to this Agreement and the aggregate amount of the sums referred to in clauses (i) and (ii) of Section 10(b).

(f) Without in any way limiting Section 7 hereof, effective upon the occurrence and during the continuation of an Event of Default, the Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sublicense any Intellectual Property Collateral now owned or licensed or hereafter acquired or licensed by the Grantor, wherever the same may be located throughout the world, for such term or terms, on such conditions and in such manner as the Collateral Agent shall reasonably determine, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license or sublicense by the Collateral Agent may only be exercised upon the occurrence and during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantor notwithstanding any subsequent cure of an Event of Default.

SECTION 11. Indemnity and Expenses.

(a) The Grantor hereby agrees to indemnify the Collateral Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Collateral Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Grantor will, upon demand, pay to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and the Collateral Agent, that the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Collateral Agent or any other Grantee hereunder or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. The obligations of the Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against the Grantor to enforce this Agreement, irrespective of whether any action is brought against the Grantor or whether the Grantor is joined in any such action or actions. All rights of the Collateral Agent and the pledge and security interest created hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Transaction Agreement or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Transaction Agreement, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Grantor;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any of the Secured Obligations or any other assets of the Grantor;

(e) any change, restructuring or termination of the corporate structure or existence of the Grantor; or

(f) any circumstance that might otherwise constitute a legal or equitable discharge of, or a defense, set-off or counterclaim available to, the Grantor or a surety or guarantor general.

SECTION 13. Amendments, Waivers, Etc.

(a) No amendment shall be effective unless the same shall be in writing and signed by each of the Collateral Agent, the Majority Holders and the Grantor and no waiver of any provision of this Agreement, and no consent to any departure by the Grantor herefrom, shall be effective unless the same shall be in writing and signed by the Collateral Agent and the Majority Holders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent to any departure shall be made which treats any Grantee in a discriminatory manner without the consent of such Grantee.

(b) The rights and remedies of the Collateral Agent and Grantees expressly set forth in this Agreement are cumulative and in addition to, and not exclusive of, all other rights and remedies available under the other Transaction Agreements, at law, in equity or otherwise. No failure on the part of the Collateral Agent or the Grantees to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 14. Addresses for Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given, delivered and received (a) if delivered personally or (b) if sent by telex or facsimile, registered or certified mail (return receipt requested) postage prepaid, or by courier guaranteeing next day delivery, in each case to the party to whom it is directed at the addresses set forth below (or at such other address for any party as shall be specified by notice given in accordance with the provisions hereof, provided that notices of a change of address shall be effective only upon receipt thereof). Notices delivered personally shall be effective on the day so delivered if delivered on a business day during normal business hours; otherwise, such notices shall be effective on the next business day. Notices sent by registered or certified mail shall be effective three (3) business days after mailing. Notices sent by facsimile shall be effective when receipt is acknowledged if acknowledged on a business day during normal business hours; otherwise, such notices shall be effective on the next business day. Notices sent by courier guaranteeing next day delivery shall be effective on the earlier of the second business day after timely delivery to the courier or the day of actual delivery by the courier if delivered on a business day during normal business hours; otherwise such notices shall be effective on the next business day.

(a) If to the Collateral Agent:

Odyssey Agent, LLC
c/o RRE Ventures II, LP
126 East 56th Street
New York, NY 10022
Attn: Andrew L. Zalasini
Fax No.:

With a copy to:

O'Melveny & Myers LLP
30 Rockefeller Plaza
New York, NY 10112
Attn: Ilan S. Nissan
Fax No.: (212) 408-2420

(b) If to the Grantor:

Odyssey Logistics & Technology Corporation
39 Old Ridgebury Road
Danbury, CT 06817
Fax No.: (203) 794-2628

With a copy to:

Goodwin Procter LLP
599 Lexington Avenue, 40th Floor
New York, New York 10022
Attention: Lori S. Smith, Esquire
Fax No.: (212) 355-3333

SECTION 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Secured Obligations or (ii) the conversion of each Note in its entirety into capital stock of the Grantor pursuant to the Purchase Agreement and (b) be binding upon the Grantor, its successors and assigns.

SECTION 16. Release and Termination.

(a) Upon any sale, lease, transfer or other disposition by Grantor of any item of Intellectual Property Collateral in accordance with the terms of the Transaction Agreements, the Collateral Agent will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Event of Default shall have occurred and be continuing, (ii) the Grantor shall have delivered to the Collateral Agent, at least thirty (30) Business Days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Collateral Agent and a certification by the Grantor to the effect that the transaction is in compliance with the Transaction Agreements and as to such other matters as the Collateral Agent may request and (iii) the

proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with the Purchase Agreement and (iv) the Collateral Agent shall have approved such sale, lease, transfer or other disposition in writing.

(b) Upon the latest of (i) the indefeasible payment in full in cash of the Secured Obligations or (ii) the conversion of each Note in its entirety into capital stock of the Grantor pursuant to the Purchase Agreement, the pledge and security interest granted the Grantor hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to the Grantor. Upon any such termination, the Collateral Agent, at the Grantor's expense, will execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18. Governing Law; Terms.

(a) It is the intention of the parties that the internal laws of the State of New York should govern the enforceability and validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties pursuant to the relationships among them contemplated herein, whether or not such rights and duties arise directly under this Agreement.

(i) Each party hereto hereby irrevocably and unconditionally submits, for himself, herself or itself and his, her or its property, to the exclusive jurisdiction of any New York state court sitting in the county of New York or federal court of the United States of America sitting in the county of New York, and any appellate court presiding thereover, in any action or proceeding arising out of or relating to this Agreement, any other Transaction Agreement (other than the Voting Agreement) or the transactions contemplated hereunder or thereunder or for recognition or enforcement of any judgment relating thereto, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York state court or, to the extent permitted by law, in any such federal court. Each of the parties hereto agrees that a final judgment in such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(ii) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent he, she or it may legally and effectively do so, any objection that he, she or it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement, any other Transaction Agreement

(other than the Voting Agreement) or the transactions contemplated hereunder or thereunder in any state or federal court sitting in the state of New York. Each of the parties hereto irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

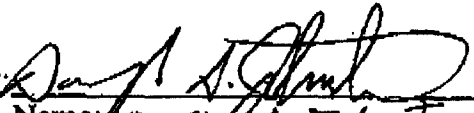
(iii) Each of the parties hereto further agrees that the notice of any process required by any such court in the manner set forth in Section 14 shall constitute valid and lawful service of process against him, her or it, without the necessity for service by any other means provided by law.

(iv) Unless otherwise defined herein, terms used in Article 9 of the New York Uniform Commercial Code are used herein as therein defined.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

ODYSSEY LOGISTICS &
TECHNOLOGY CORPORATION

By: 
Name: Douglas J. Johnston
Title: General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

ODYSSEY AGENT, LLC

By: _____
Name: _____
Title: _____

RRE VENTURES II, LP

By: _____
Name: _____
Title: _____

RRE VENTURES FUND II, LP

By: _____
Name: _____
Title: _____

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RRE ADVISORS

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RRE ADVISORS

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IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

ODYSSEY LOGISTICS & TECHNOLOGY
CORPORATION


By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:


ODYSSEY AGENT, LLC

By: 
Name: Andrew C. Zakaria
Title: General Partner


RRE VENTURES II, LP


By: 
Name: Andrew C. Zakaria
Title: General Partner

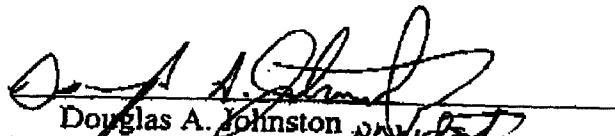
RRE VENTURES FUND II, LP

By: 
Name: Andrew C. Zakaria
Title: General Partner

STRATEGIC INVESTMENT, INC.

By: 
Name: CHRISTINA TAN
Title: SECRETARY


Robert H. Shellman CEO


Douglas A. Johnston President


Raymond G. Maier

STATE OF New York)
COUNTY OF New York) ss.

On this 4th day of February 2003, before me personally came Douglas Johnston, to me known, who, being by me duly sworn, did depose and say that he is the President of Odyssey Logistics & Technology Corporation, the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

ROBIN CORBO
Notary Public, State of New York
No. 01CO0017998
Qualified in New York County
Commission Expires Dec. 21, 2006

Robin Corbo
Notary Public

Schedule I
Patents and Patent Applications

Grantor does not own any patents. Grantor had assigned to it the following patent applications from Union Carbide Chemicals & Plastics Technology Corporation pursuant to the Dow Transfer Agreement:

USSN 09/915,301 (filed July 27, 2001) Transport Logistics Systems and Methods
WO 02/11027 (filed July 27, 2001) Transport Logistics Systems and Methods

United States Provisional Patent Application No. 60/221,541 filed July 28, 2000

Schedule II

Trademark Registrations and Applications

Grantor is incorporated in Delaware under the name "Odyssey Logistics & Technology Corporation," and uses its corporate name and the name, "Odyssey Logistics," in its business.

Grantor has not filed an application for trademark registration for its name. Grantor maintains registrations for the following internet domain names: odysseylogistics.com; odyssey-logistics.com; and odysseylogistics.net

Grantor has acquired the following trademarks and/or service marks (including registrations as noted) from Rely Software, Inc. pursuant to the Rely Transfer Agreement:

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>	<u>Status</u>
AUTOMATED LOGISTICS DECISIONING SYSTEM	75/928,165	02/24/2000	N/A		Trade transportation services offered over a global computer network, in Class 9.	Abandoned
D2D WIZARD	75/932,561	03/01/2000	N/A		Trade transportation services offered over a global computer network, in Class 9.	Abandoned
MAKE THE MOVE	75/904,898	01/25/2000	N/A		Freight forwarding services offered over a global computer network, in Class 39.	Abandoned
Rely	76/259,476	05/21/2001	2,626,497	09/24/2002	Computer software for supply chain management, in Class 9.	Registered
Rely SOFTWARE & Design	76/259,478	05/21/2001	2,647,044	11/05/2002	Computer software for supply chain management, in Class 9.	Registered
RIGHTFREIGHT	75/741,667	06/25/1999	2,464,450	06/26/2001	Freight forwarding services over a global computer network, in Class 39.	Registered

Grantor acquired the following unregistered trade names, trademarks and/or service marks from Union Carbide Corporation and/or its affiliates pursuant to the Dow Transfer Agreement:

UniGlobal
UniGlobal Logistics

Grantor has no plans to file applications to register any of the unregistered names or marks listed above, and third parties may have prior rights thereto.

Schedule III
Copyright Registrations and Applications

Grantor does not own, or have any plans to acquire, any copyright registrations or applications therefor. Grantor acquired from Union Carbide Corporation or its affiliates pursuant to the Dow Transfer Agreement or from Rely Software, Inc. pursuant to the Rely Transfer Agreement unregistered copyrights in respect of certain documents acquired from them.

Grantor acquired documents pursuant to the Dow Transfer Agreement referred to as the "UniGlobal documents". The UniGlobal documents are all contained on one computer disc held by the Company (and a copy of which was provided to The Dow Chemical Company).

Schedule IV Licenses

Grantor acquired from Rely Software, Inc. pursuant to the Rely Transfer Agreement a Non-Exclusive Copyright License from Astro Communications for "The American Atlas" and "The International Atlas."

Grantor acquired from Union Carbide and its affiliates pursuant to the Dow Transfer Agreement a non-exclusive license of certain know-how and other intellectual property relating to the patent applications described in Schedule I hereto and to the "UniGlobal documents" referred to in Schedule III hereto.

Pursuant to the Rely Transfer Agreement, Grantor entered into that certain License Agreement dated the date of the Rely Transfer Agreement with AT&S Acquisition Corp., a subsidiary of Rely Software, Inc.

Schedule V
Filed Financing Statements

It is the understanding of Grantor, based solely on communications from Comerica Bank and without independent investigation, that Comerica Bank has a recorded security interest on record at the United States Patent and Trademark Office against six of Rely Software, Inc.'s trademarks, some or all of which may be transferred to Grantor under the Rely Transfer Agreement. On February 11, 2002, Rely Software, Inc. paid \$2,514,275.00 to Comerica Bank- California in full satisfaction of all principal and interest due on loan 6533767990/26. Attached hereto is a letter from Comerica Bank dated January 30, 2003 outlining the forgoing. Within ten (10) business days after the date hereof, the Grantor will take all reasonably necessary actions to terminate the above referenced security interests on record with the United States Patent and Trademark Office.