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08-13-2003



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

8-13-03

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To the Honorable Commissioner of Patents and Trademarks **102523406**

attached original documents or copy thereof.

1. Name of conveying party(ies):

OmniTRAX, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 26, 2003

2. Name and address of receiving party(ies)

Name: BNP Paribas, as U. S. Agent

Internal Address: _____

Street Address: 209 South LaSalle Street

City: Chicago State: Illinois ZIP: 60604

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Foreign Banking Corporation

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 patent number(s):

A. Trademark Application No.(s)

See Attachment I attached hereto

B. Trademark Registration No.(s)

See Attachment I attached hereto

Additional numbers attached? Yes No

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

Name: Andrea Serdiuk, Paralegal

Internal _____

Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

Street Address: _____

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 6500

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

08/14/2003 GT0N11 00000055 74365941

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 Statement and signature. 25.00 OP

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.

Andrea Serdiuk, Paralegal

Name of Person Signing

Signature

August 5, 2003

Date

Total number of pages including cover sheet, attachments, and document: **6**

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

**ATTACHMENT I
TO TRADEMARK SECURITY AGREEMENT**

ITEM A. TRADEMARKS

REGISTERED TRADEMARKS

COUNTRY	TRADEMARK	REGISTRATION No.	REGISTRATION DATE	INT. CLASS
U.S.A.	"OmniTRAX"	74/365,941	March 5, 1993	39
U.S.A.	"OmniTRAX"	74/365,928	March 5, 1993	36

PENDING TRADEMARKS APPLICATION

COUNTRY	TRADEMARK	SERIAL No.	FILING DATE
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None.

TRADEMARK APPLICATION IN PREPARATION

COUNTRY	TRADEMARK	DOCKET No.	FILING DATE	EXPECTED SERVICES	PRODUCTS
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None.

ITEM B TRADEMARK LICENSES

COUNTRY OR TERRITORY	TRADEMARK	LICENSOR	LICENSEE	EFFECTIVE DATE	EXPIRATION DATE
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None.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of June 26, 2003, is made between OMNI TRAX, INC., a Colorado corporation (the "*Grantor*"), and BNP PARIBAS ("*BNP Paribas*"), as U.S. Agent (the "*U.S. Agent*") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement dated as of June 26, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "*Credit Agreement*"), among OmniTRAX Holdings, LLC, a Colorado limited liability company ("*OmniTRAX*"), MCS Properties, LLC, a Colorado limited liability company ("*MCS*"; each of OmniTRAX and MCS is a "*U.S. Borrower*" and together are the "*U.S. Borrowers*"), Carlton Trail Railway Company/La Compagnie de Chemin Carlton Trail, a company incorporated under the Companies Act of Nova Scotia ("*Carlton Trail*"), Hudson Bay Railway Company, a company incorporated under the Companies Act of Nova Scotia ("*Hudson Bay*"; each of Carlton Trail and Hudson Bay is a "*Canadian Borrower*", and together are the "*Canadian Borrowers*" and together with the U.S. Borrowers, collectively referred to as the "*Borrowers*"), the various financial institutions as are or may become parties thereto which extend a Commitment under the U.S. Facility (collectively, the "*U.S. Lenders*"), the various financial institutions as are or may become parties thereto which extend a Commitment under the Canadian Facility (collectively, the "*Canadian Lenders*", and together with the U.S. Lenders, the "*Lenders*"), BNP Paribas, as agent for the U.S. Lenders under the U.S. Facility (in such capacity, the "*U.S. Agent*") and The Bank of Nova Scotia, currently acting through its executive offices in Winnipeg, as agent for the Canadian Lenders under the Canadian Facility (in such capacity, the "*Canadian Agent*"), the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, each Grantor is required to execute and deliver this Security Agreement;

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Security Agreement; and

WHEREAS, it is in the best interests of each Grantor to execute this Security Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrowers by the Lenders and the Issuers pursuant to the Credit Agreement.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuers to make Credit Extensions (including the initial Credit Extension) to the Borrowers pursuant to the Credit Agreement, and to induce Secured Parties to enter into Rate Protection Agreements, each Grantor jointly and severally agrees, for the benefit of each Secured Party, as follows.

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the U.S. Agent, and grant to the U.S. Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "*Trademark Collateral*"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "*Trademark*"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the U.S. Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the U.S. Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all

rights and remedies of the U.S. Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, the termination or expiry of all Letters of Credit, the termination of all Rate Protection Agreements and the termination of all Commitments, the U.S. Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

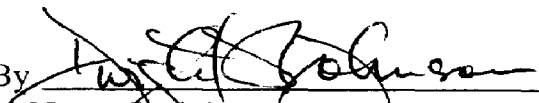
Section 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the U.S. Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Section 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

OMNITRAX, INC.

By 
Name: Dwight N. Johnson
Title: President

BNP PARIBAS, as U.S. Agent

By _____
Name: Brian F. Hewett
Title: Director

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Signature Page to OTI Trademark Security Agreement

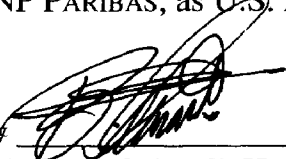
TRADEMARK
REEL: 002799 FRAME: 0692

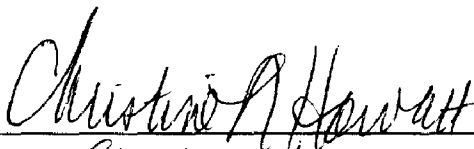
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

OMNITRAX, INC.

By _____
Name: Dwight N. Johnson
Title: President

BNP PARIBAS, as U.S. Agent

By  _____
Name: Brian F. Hewett
Title: Director

By  _____
Name: Christine L. Hewett
Title: Director