

01-13-2004



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594
1-31-92

102643899

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

1. Name of conveying party(ies):
Quality Carriers, Inc. **1-7-04**

Individuals Association
 General Partnership Limited Partnership

Corporation – Florida
 Other

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

2. Name and address of receiving party(ies):

Name: Credit Suisse First Boston (acting through its Cayman Islands Branch)

Internal Address:
 Street Address: 11 Madison Avenue
 City: New York State: New York Zip Code: 10010

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership -
 Corporation
 Other Collateral Agent

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: November 13, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)

1419480 801522
801523 2420609

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Helen Bruno, Senior Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in case of deficiency)
 (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.

Helen Bruno [Signature] January 7, 2004
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

01/12/2004 ECDOPER 00000224 1419480

01 FC:8521 40.00 DP
 02 FC:8522 75.00 DP

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Quality Carriers, Inc., a Florida corporation (the "Grantor") with principal offices at 3802 Corporex Park Drive, Tampa, Florida 33619, hereby grants to CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, as Collateral Agent, with principal offices at 11 Madison Avenue, New York, NY 10010, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 13, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

11th day of November, 2003.

QUALITY CARRIERS, INC., Grantor

By Thomas Finkbiner
Name: THOMAS FINKBINER
Title: PRESIDENT

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands Branch,
as Collateral Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

QDI IP Assignment

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

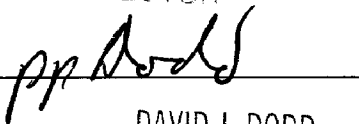
13th day of November, 2003.

QUALITY CARRIERS, INC., Grantor

By _____
Name:
Title:

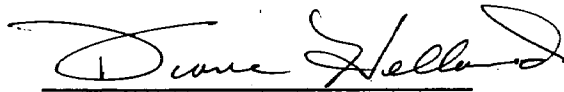
CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands Branch,
as Collateral Agent and Grantee

By 
Name: ROBERT HETU
Title: DIRECTOR

By 
Name: DAVID J. DODD
Title: ASSOCIATE

STATE OF FLORIDA)
) ss.:
COUNTY OF HILLSBOROUGH

On this 11th day of November, 2003, before me personally came THOMAS FINKBINEE who, being by me duly sworn, did state as follows: that he is PRESIDENT of QUALITY CARRIERS, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public



Diane Helland
MY COMMISSION # DD146045 EXPIRES
September 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC

QDI IP Assignment

TRADEMARK
REEL: 002894 FRAME: 0688

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Word Mark "Bulkmodal"	1,419,480	December 2, 1986
Words Only C Chemical Leaman Tank Lines Inc	801,523	January 4, 1966
C	801,522	January 4, 1966
Word Mark "Quality Carriers"	2,420,609	January 16, 2001