

Form PTO-1594 (Rev. 06/04)  
 OMB Collection 0651-0027 (exp. 6/30/2005)

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

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

**1. Name of conveying party(ies)/Execution Date(s):**  
Rock-It Cargo, USA, Inc.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-Delaware  
 Other \_\_\_\_\_  
 Citizenship (see guidelines) \_\_\_\_\_  
 Execution Date(s) September 30, 2004  
 Additional Names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Spring Capital Partners, L.P.  
 Internal Address: 5<sup>th</sup> Floor  
 Street Address: 2 East Read Street  
 City: Baltimore  
 State: MD  
 Country: USA Zip: 21202

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance:**

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
1687916 1681267 1587918 1587915  
2401198

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if application or Registration Number is unknown):  
**See attached Exhibit A**

**5. Name & address of party to whom correspondence concerning documents should be mailed:**

Name: Bobbi Milliken  
 Internal Address: \_\_\_\_\_  
Cooley Godward LLP  
 Street Address: 11951 Freedom Drive  
 City: Reston  
 State: VA Zip: 20190  
 Phone Number: 703-456-8140  
 Fax Number: 703-456-8100  
 Email Address: bmilliken@cooley.com

**6. Total number of applications and registrations involved:** 5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 225.00

Authorized to be charged by credit card  
 Authorized to be charged by deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 03-3115  
 Authorized User Name Cooley Godward LLP

**9. Signature:** \_\_\_\_\_ October 5, 2004

Signature Date

Bobbi Milliken



Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$140.00 033116 1687916


**EXHIBIT A**  
**TRADEMARKS**

Description	Registration Number	Registration Date
ROCK-IT CARGO	1687916	May 19, 1992
AIR AND SEA 	1681267	March 31, 1992
ROCK-IT CARGO AIR AND SEA 	1587918	March 20, 1990
ROCK-IT CARGO	1587915	March 20, 1990
ROCK-IT AIR CHARTER	2401198	November 7, 2000

**10/01/2004  
 700119492**

Form PTO-1584 (Rev. 08/04)  
 OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET <b>TRADEMARKS ONLY</b>	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents of the new address(es) below	
<p><b>1. Name of conveying party(ies)/Execution Date(s):</b>                  Rock-it Cargo, USA, Inc.</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-Delaware  <input type="checkbox"/> Other _____                  Citizenship (see guidelines) _____                  Execution Date(s) _____                  Additional Names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No             </p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name: <u>Spring Capital Partners, L.P.</u>                  Internal Address: <u>5th Floor</u>                  Street Address: <u>2 East Read Street</u>                  City: <u>Baltimore</u>                  State: <u>MD</u>                  Country: <u>USA</u>                      Zip: <u>21202</u></p> <p> <input type="checkbox"/> Association    Citizenship _____  <input type="checkbox"/> General Partnership    Citizenship _____  <input checked="" type="checkbox"/> Limited Partnership    Citizenship _____  <input type="checkbox"/> Corporation    Citizenship _____  <input type="checkbox"/> Other    Citizenship _____             </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance:</b></p> <p> <input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____             </p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s)  <u>1687916 1681287 1587918 1687915</u>  <u>2401198</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if application or Registration Number is unknown):</b>                  See attached Exhibit A</p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning documents should be mailed:</b></p> <p>Name: <u>Bobbi Milliken</u>                  Internal Address: _____  <u>Cooley Godward LLP</u>                  Street Address: <u>11851 Freedom Drive</u>                  City: <u>Reston</u>                  State: <u>VA</u>                      Zip: <u>20180</u>                  Phone Number: <u>703-456-8140</u>                  Fax Number: <u>703-456-8100</u>                  Email Address: <u>bmiliken@cooley.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">5</span></p> <p><b>7. Total fee (37 CFR 2.8(b)(6) &amp; 3.41) \$ <u>225.00</u></b></p> <p> <input type="checkbox"/> Authorized to be charged by credit card  <input checked="" type="checkbox"/> Authorized to be charged by deposit account  <input type="checkbox"/> Enclosed             </p> <p><b>8. Payment Information:</b></p> <p>a. Credit Card    Last 4 Numbers _____                  Expiration Date _____</p> <p>b. Deposit Account Number    <u>03-3115</u>                  Authorized User Name    <u>Cooley Godward LLP</u></p>
<p><b>B. Signature:</b>                       October 1, 2004</p> <p style="text-align: center;">Signature                      Date</p> <p><u>Bobbi Milliken</u>                      Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">5</span></p> <p style="text-align: center;">Name of Person Signing</p>	

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 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

215671 v1/RE  
 6/24/01 LDCC

**TRADEMARK**

REEL 002951 FRAME 0448

[Execution Copy]

## PROPRIETARY RIGHTS SECURITY AGREEMENT

THIS PROPRIETARY RIGHTS SECURITY AGREEMENT (this "*Agreement*") is entered into as of September \_\_, 2004 by and between SPRING CAPITAL PARTNERS, L.P., a Delaware limited partnership (the "*Secured Party*") and ROCK-IT CARGO, USA, INC., a Delaware corporation (the "*Grantor*").

### RECITALS

A. Secured Party has agreed to make a certain advance of money and to extend certain financial accommodation to Grantor (the "*Loan*") in the amounts and manner set forth in that certain Investment Agreement by and among the Secured Party and Grantor dated as of the date hereof (as may be amended from time to time, the "*Investment Agreement*"). Any capitalized term used herein and not otherwise defined herein shall have the meaning given to it in the Investment Agreement.

B. Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in its Proprietary Rights to secure the obligations of Grantor under the Investment Agreement.

C. Pursuant to the terms of a certain Security Agreement dated as of the date hereof executed in connection with the Investment Agreement (as may be amended from time to time, the "*Security Agreement*"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Investment Agreement and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents warrants, covenants and agrees as follows:

- 1) To secure their respective obligations under the Investment Agreement and under any other agreement now existing or hereafter arising between Secured Party and Grantor, Grantor hereby grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Proprietary Rights (including, without limitation, those copyrights, patents and trademarks listed on *Exhibits A, B and C* hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof.
- 2) This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured

Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Investment Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

- 3) Grantor hereby represents and warrants that *Exhibits A, B, and C* attached hereto set forth any and all Proprietary Rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.
- 4) In the event that the Grantor forms any subsidiary or Affiliate after the date hereof, and receives the consent of the Secured Party to do so, such new subsidiary or Affiliate shall promptly execute a joinder signature page to this Agreement (and shall update *Exhibits A, B and C* attached hereto as necessary to include its copyrights, patents and trademarks), and in doing so shall become an obligor hereunder for all intents and purposes under this Agreement and the term "Grantor" shall thereafter be deemed to refer collectively to Rock-It Cargo USA, Inc. and such joined parties. In the event that such a joinder is executed, the parties agree that it is their intention that nothing in such joinder shall be construed to extinguish, release or discharge or constitute, create or effect a novation of, or constitute an agreement to extinguish any of the obligations or liabilities of any of the parties under the provisions of this Agreement. In addition, the Grantor agrees that any such additional Grantor executing a joinder signature page hereto shall take all steps and perform or cause to be performed all actions requested by the Secured Party to administer, supervise and protect the Proprietary Rights (including such additional Grantor's Proprietary Rights) and to maintain the Secured Party's perfected security interest in the Proprietary Rights (including such additional Grantor's Proprietary Rights).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Proprietary Rights Security Agreement to be duly executed by its officers thereunto duly authorized, as of the first date written above.

**GRANTOR:**

**ROCK-IT CARGO, USA, INC.,**  
a Delaware corporation

By: 

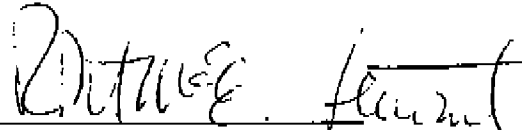
Name: David C. Bernstein  
Title: Chief Executive Officer

Address: 1800 Byberry Road, Suite 909  
Huntingdon Valley, PA 19006-3518

**SECURED PARTY:**

**SPRING CAPITAL PARTNERS, L.P.**

By: **Spring Capital Investors, LLC**  
its General Partner

By: 

Robert McE. Stewart,  
Member

Address: The Latrobe Building, 5th Floor,  
2 East Read Street  
Baltimore, Maryland 21202

[SIGNATURE PAGE TO PROPRIETARY RIGHTS SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 002951 FRAME: 0451**

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**

**PATENTS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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**EXHIBIT C****TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/A pplication Date</b>
ROCK-IT CARGO	1687916	May 19, 1992
AIR AND SEA ROCK-IT CARGO	1681267	March 31, 1992
ROCK-IT CARGO AIR AND SEA	1587918	March 20, 1990
ROCK-IT CARGO	1587915	March 20, 1990
ROCK-IT AIR CHARTER	2401198	Nov. 7, 2000

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