

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Link Worldwide Logistics, Inc.		04/04/2005	INC. ASSOCIATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	Sorrento Development, LLC
Street Address:	21 Palm Avenue
City:	Miami
State/Country:	FLORIDA
Postal Code:	33139
Entity Type:	LTD LIAB JT ST CO: FLORIDA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1011218	PONY EXPRESS
Registration Number:	708532	THE PONY EXPRESS
Registration Number:	1011950	THE PONY EXPRESS
Registration Number:	2027500	PONYTRAK
Serial Number:	78272213	PONY EXPRESS
Serial Number:	78975365	PONY EXPRESS
Registration Number:	1369548	PONY EXPRESS PRINTING COPY CENTERS PEP
Registration Number:	1688056	
Registration Number:	2356630	

**CORRESPONDENCE DATA**

Fax Number: (305)446-6191  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 305-448-7089  
 Email: ajsnyder@lfiplaw.com  
 Correspondent Name: Lott & Friedland, P.A.

OP \$240.00 1011218

Address Line 1: 355 Alhambra Circle  
Address Line 2: Suite 1100  
Address Line 4: Coral Gables, FLORIDA 33134

NAME OF SUBMITTER:	Mark E. Stein
Signature:	/Mark E. Stein/
Date:	04/22/2005

**Total Attachments: 16**

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**AMENDED TRADEMARK COLLATERAL ASSIGNMENT**

**THIS** Amended Trademark Collateral Assignment is made this 4 day of April, 2005 by Link Worldwide Logistics, Inc. ("Assignor") and Sorrento Development, LLC, as successor-in-interest and Assignee of Pony Express Delivery Services, Inc. ("Lender").

**Recitals**

WHEREAS, on February 20, 2001 Assignor executed a certain Promissory Note in favor of Pony Express Delivery Services, Inc. in the principal amount of \$1,250,000.00 together with a Security Agreement and Trademark Collateral Assignment to secure the obligation under the Promissory Note;

WHEREAS, on April 7, 2005, the Promissory Note, Security Agreement, Trademark Collateral Assignment and all other documents evidencing the obligations of Assignor to Lender were irrevocably assigned to Sorrento Development, LLC.

WHEREAS, the Trademark Collateral Assignment grants Lender Assignor's irrevocable power of attorney. The Trademark Collateral Assignment Agreement is attached hereto as Exhibit "1" and incorporated herein by reference.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The above Recitals are true and correct and incorporated herein by reference.

1. This Amendment amends certain paragraphs of the original Trademark Collateral Assignment but all terms and conditions not specifically amended or modified by this Amendment shall remain in full force and effect.
2. At all times material for the Trademark Collateral Assignment, the Lender and secured party in the collateral as defined below shall be Sorrento Development, LLC, as successor-in-interest and Assignee of Pony Express Delivery Services, Inc.
3. Grant of Security Interest; Collateral Assignment. Paragraph 1.a. is modified to include both Schedule A and A-1 all of which are attached hereto as Composite Exhibit "2" and incorporated herein by reference.

[Signatures on next page]

IN WITNESS the execution hereof under seal as of the day and year first written above.

LINK WORLDWIDE LOGISTICS, INC.

By: *F. B. Spiegel*  
By and through Lender under its Power of Attorney  
In paragraph 13 of the Trademark Collateral Assignment

SORRENTO DEVELOPMENT, LLC, as  
successor in interest and Assignee of PONY  
EXPRESS DELIVERY SERVICES, INC.

By: *F. B. Spiegel*  
Print Name: *FREDERICK B SPIEGEL*  
Title: *MANAGING AGENT MEMBER*

**TRADEMARK COLLATERAL ASSIGNMENT**

**THIS AGREEMENT** is made as of February 20, 2001 by **LINK WORLDWIDE LOGISTICS, Inc. ("Assignor")**, a Florida corporation with its chief executive office and principal place of business located at 149 N. Federal Highway to **FOXY EXPRESS DELIVERY SERVICES, INC. ("Lender")** with an office located at 6165 Buford Rd., NE, Suite 100, Atlanta, Georgia 30328.

\* Suite 105, DEERFIELD CUNY, FL 33064  
**PRELIMINARY STATEMENT** Assignor has executed and delivered a Promissory Note and Security Agreement dated as of 2/23/01. Assignor has agreed to grant to Lender a security interest in, and collaterally assigns to Lender, certain trademark rights.

This Agreement is being executed contemporaneously with the Security Agreement under which Lender has been granted a security interest in, among other things, all accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold under the Trademark, as defined hereinafter. The Security Agreement provides that Lender shall have the right to foreclose on the Trademark Collateral, as defined hereinafter, and the Other Assets, upon the occurrence of an Event of Default, as defined in the Loan Agreement, in order that any owner of the Trademark Collateral may continue the manufacture of products under the Trademark and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Lender as follows:

1. Grant of Security Interest: Collateral Assignment.

- a. To secure the complete and timely satisfaction of all obligations of Assignor to Lender under the Promissory Note (the "Obligations"), Assignor hereby grants to Lender a continuing security interest in all of its right, title and interest in and to the trademark(s), tradename(s) and servicemark(s) listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "Trademark"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademark Rights"), and the goodwill of the business to which the Trademark relates (the "Associated Goodwill") (the Trademark, the Trademark Rights, and the Associated Goodwill are collectively called the "Trademark Collateral").
- b. In addition to the grant of security interest provide in section 1a., Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event

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EXHIBIT 1

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of Default, as defined in the Loan Agreement.

2. Representations, Warranties and Covenants of Assignor. Assignor represents, covenants and warrants to Lender that:

- a. The registrations of the Trademark are subsisting and have not been adjudged invalid or unenforceable;
- b. The Trademark is valid and enforceable;
- c. No claim has been made that the use of the Trademark does or may violate the rights of any third person;
- d. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and the encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
- e. Assignor has the unqualified right to enter into this Agreement and to perform its terms;
- f. Assignor shall use for the duration of this Agreement, the proper statutory notices in connection with its use of the Trademark;
- g. Assignor shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Trademark.

3. Inspection Rights. Assignor hereby grants to Lender and its employees, agents and designees the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under the Trademark, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with section 2(g) hereof.

4. Further Assurances. Assignor agrees that, until all Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement without Lender's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

5. Additional Trademarks. If, before the Obligations shall have been satisfied in full,

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Assignor shall obtain rights to any registrations of any new trademark(s), tradecame(s) or servicemark(s) or application(s) therefor, the provisions of section 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. **Modification by Lender.** Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), tradename(s) or servicemark(s), or future application(s) therefor, covered by sections 1 and 5 hereof, without the signature of Assignor to the extent permitted by applicable law.
7. **Grant of License to Lender.** Assignor hereby presently grants to Lender a license to use the Trademark in connection with the Collateral, as defined in the Loan Agreement, upon and after the foreclosure upon, sale or other transfer of all of any part of the Collateral, as defined in the Loan Agreement, by or to Lender pursuant to the Loan Agreement and/or this Agreement. The license granted in this section 7 may be transferred by Lender, without Assignor's consent, to any successor of Lender, any assignee of Lender, and/or any purchaser or other transferee of any or all of the Collateral, as defined in the Loan Agreement. This license may not be revoked until all of the Obligations have been satisfied in full.
8. **Rights of Assignor.** Unless and until there shall have occurred an Event of Default, as defined in the Loan Agreement, Assignor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademark on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any license under the Trademark or the other Trademark Collateral, other than the license to Lender hereunder, without the prior written consent of Lender.
9. **Default.** If any Event of Default, as defined in the Loan Agreement, shall have occurred, Assignor's ownership and right shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.
10. **Termination of Agreement.** At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor, at Assignor's expense, and without recourse, representation or warranty, all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.
11. **Expenses.** Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, attorneys' fees and legal expenses incurred by Lender in connection with

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the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate, as defined in the Promissory Note Agreement.

12. **Preservation of Trademark Rights.** Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark registration applications of the Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been satisfied in full, to make federal application on registrable but unregistered trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademark. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any Trademark without the prior written consent of Lender. Assignor shall have the right, with the consent of Lender, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark, in which event Lender may, if necessary, be joined as a nominal party to such suit so long as Lender is satisfied, in its sole determination, that such joinder will not subject it to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including, without limitation, attorneys' fees, incurred by Lender in the fulfillment of any provision of this section.
13. **Lender Appointed Attorney-In-Fact.** Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
14. **Lender May Act.** If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name to the extent permitted by applicable law, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including, without limitation, attorneys' fees, incurred by Lender in protecting, defending or maintaining the Trademark Collateral or any part thereof.

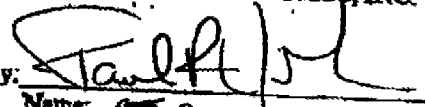
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- 15. **No Waiver.** No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Promissory Note or Security Agreement, or under applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16. **Rights Cumulative.** All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Promissory Note or Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.
- 17. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 18. **Modification.** This Agreement is subject to modification only by a writing signed by the parties, except as provided in section 6 relating to modifications by Lender.
- 19. **Inurement.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.
- 20. **Governing Law.** The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Georgia.

WITNESS the execution hereof under seal as of the day and year first above written.

LINK WORLDWIDE LOGISTICS, INC.

By:   
 Name: Earl P. Johnson  
 Title: CEO

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CERTIFICATE OF ACKNOWLEDGMENT

*Florida*  
STATE OF ~~GEORGIA~~ )  
*County of Broward* ) SS  
CITY OF ATLANTA )

Before me, the undersigned, a Notary Public in and for the City and State aforesaid, on this 23 day of February, 2001, personally appeared Paul F. Johnson to me known personally, and who, being by me duly sworn, deposes and says that he is the President and CEO of LINK WORLDWIDE LOGISTICS, INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.



Gerald W. Grider  
MY COMMISSION # 0048994 EXPIRES Notary Public  
May 22, 2001  
BROWARD TRUSTEES FIDELITY INSURANCE, INC.

[SEAL]

My commission expires:

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Schedule A to  
Trademark Collateral Assignment  
dated as of February 20, 2001 between  
PONY EXPRESS DELIVERY SERVICES, INC. and  
LINC WORLDWIDE LOGISTICS, INC.

U.S. Trademark: PONY EXPRESS  
Registration No: 1,011,318  
Issued: 5/20/75

U.S. Trademark: THE PONY EXPRESS and Design  
Registration No: 708,532  
Issued: 12/12/60

U.S. Trademark: THE PONY EXPRESS and Design  
Registration No: 1,011,950  
Issued: 5/27/75

U.S. Trademark: Design: New Horse & Rider  
Registration No: 1,688,056  
Issued: 5/19/92

Only as to class 39, transportation and storage; subject to co-existence agreement with Pony Express Security Corporation.

U.S. Trademark: PONYTRAK  
Registration No: 2,027,500  
Issued: 12/31/96

U.S. Service: Design: New Horse & Rider  
Registration No: 2,356,630  
Issued: 6/13/00

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UNIFORM COMMERCIAL CODE

STATE OF FLORIDA  
FINANCIAL STATEMENT

FORM UCC-1 (REV. 1995)

This Financial Statement is presented in a form of your payment to the Uniform Commercial Code

1. Debtor (Last Name First Middle Initial) Link Worldwide Logistics, Inc., a Florida corporation		1a. Date of Birth or EIN #	
1b. Mailing Address c/o Paul H. Griffin, 4099 North Colonial Highway, Suite 200		1c. City, State Dunwoody, GA	1d. Zip Code 30064
2. Additional Debtor or Trade Name (Last Name First Middle Initial) N/A		2a. Date of Birth or EIN # N/A	
2b. Mailing Address N/A		2c. City, State	2d. Zip Code
3. Secured Party (Last Name First Middle Initial) Fargo Express Railway Services, Inc.			
3a. Mailing Address c/o Gregory D. Hill, Fargo, Suite 200, 2145 Peachtree Road		3b. City, State Atlanta, GA	3c. Zip Code 30326
4. Assignee of Secured Party (Last Name First Middle Initial) N/A			
4a. Mailing Address N/A		4b. City, State	4c. Zip Code
5. This Financial Statement covers the following types or items of property (Provide description of real property on which is recorded even if record value is applied. If none given is required, check additional sheet(s)). (*) All of Debtor's Accounts, Chattel Paper, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Stock and other securities and interests in real property, whether now existing or hereafter arising; (**) all proceeds of Debtor's existing and future Accounts, Chattel Paper, General Intangibles, Instruments and all other interests held by Debtor for the purpose and satisfaction thereof; (***) all of Debtor's books and records which relate to Debtor's Accounts, Chattel Paper, Equipment, General Intangibles, Instruments, Inventory, Stock and other securities or interests in real property; (iv) all interests in all of the foregoing and the proceeds of that inventory and (v) Receivables.			
6. Check only if applicable: <input type="checkbox"/> Products of individual are also covered. <input type="checkbox"/> Proceeds of individual are also covered. <input type="checkbox"/> Debtor is a partnership entity.			
7. Check appropriate box: <input type="checkbox"/> All documentary liens from due and payable or in future due and payable payment to a 2012 F.S. have been paid. (One interest is paid) <input type="checkbox"/> All documentary liens from due and payable or in future due and payable payment to a 2012 F.S. have been paid.			
8. Is consistent with a 479.011(2), F.S. This statement is filed without the Debtor's signature to provide a security interest in collateral:		9. Number of additional sheets presented: 0	
<input type="checkbox"/> signed subject to a security interest in another jurisdiction when it was brought into this state or Debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has begun. Then file _____ and provide UCC-1 file number _____ <input type="checkbox"/> applied after a change of name, location, or corporate structure of the Debtor.		This space for use of Filings Office  <b>FILED</b> <b>FEB 27, 2001 12:57 PM</b> <b>SECRETARY OF STATE</b> <b>TALLAHASSEE, FLORIDA</b> <b>200100044170 DM</b>	
10. Signature of Debtor(s) By: <i>[Signature]</i> CEO of Link Worldwide Logistics, Inc.			
11. Signature of Secured Party or Assignee, by: _____			
12. Enter Copy to: Name: _____ Address: _____ Address: _____ City, State, Zip: _____			

FAX AUDIT NO. Y01000001750 7

Schedule A to  
Trademark Collateral Assignment  
dated as of February 20, 2001 between  
PONY EXPRESS DELIVERY SERVICES, INC. and  
LINK WORLDWIDE LOGISTICS, INC.

U.S. Trademark: PONY EXPRESS  
Registration No: 1,011,218  
Issued: 5/20/75

U.S. Trademark: THE PONY EXPRESS and Design  
Registration No: 708,532  
Issued: 12/12/60

U.S. Trademark: THE PONY EXPRESS and Design  
Registration No: 1,011,950  
Issued: 5/27/75

U.S. Trademark: Design: New Horse & Rider  
Registration No: 1,688,056  
Issued: 5/19/92

Only as to class 39, transportation and storage; subject to co-existence agreement with Pony  
Express Security Corporation.

U.S. Trademark: PONYTRAK  
Registration No: 2,027,500  
Issued: 12/31/96

U.S. Service: Design: New Horse & Rider  
Registration No: 2,356,630  
Issued: 6/13/00

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Composite  
EXHIBIT "2"

This Financing Statement is prepared in a filing office pursuant to the Uniform Commercial Code.

1. Debtor (and Name Next You to Follow) Lak. Wholesale Logistics, Inc. - Florida corporation		1a. Date of Birth or N/E F	
1b. Mailing Address c/o Paul K. Taylor, 4600 North Federal Highway, Suite 200		1c. City, State Dunwoody, GA	1d. Zip Code: 30066
2. Assignor of Debtor Name (Last Name Next You to Follow) N/A		2a. Date of Birth or N/E F N/A	
2b. Mailing Address N/A		2c. City, State	2d. Zip Code
3. Assignor Party (Last Name Next You to Follow) Raymond Raymond Services, Inc.			
3a. Mailing Address c/o Gregory H. Hill, Raleigh, 6700 Rte. 2400, Pavilion Road		3b. City, State Atlanta, GA	3c. Zip Code: 30326
4. Assignor of Second Party (Last Name Next You to Follow) N/A			
4a. Mailing Address N/A		4b. City, State	4c. Zip Code
5. This Financing Statement covers the following types of items or property (include description of and property on which lienhold and transfer of record where required. If none given is required, check appropriate box(es).  (*) All of Debtor's Accounts, Chattel Paper, Equipment, Documents, General Intangibles, Inventory, Leasehold Improvements, whether now existing or hereafter arising; (*) all generators of Debtor's existing and future Accounts, Chattel Paper, General Intangibles, Inventory and all other items held by Debtor for the purpose and satisfaction thereof; (*) all of Debtor's books and records which pertain to Debtor's Accounts, Chattel Paper, Equipment, General Intangibles, Inventory, Leasehold Improvements or proceeds thereof; (*) all interests in all of the foregoing and the proceeds of such interests; and (*) Proceeds.			
6. Check only if appropriate: <input type="checkbox"/> Product of collateral not covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered. <input type="checkbox"/> Debtor is retaining title.			
7. Check appropriate box: <input type="checkbox"/> All documentary items due and payable or to become due and payable pursuant to a 2012 FFA, have been paid. <input checked="" type="checkbox"/> Florida Documentary Stamp Tax has been paid.			
8. If secured here with a 2012 FFA, FFA, this statement is filed without the Debtor's signature to provide a security interest in collateral:		9. Number of additional filings generated: 0	
<input type="checkbox"/> clearly subject to a security interest in collateral jurisdiction when it was brought into this state or Debtor's business changed to this state. <input type="checkbox"/> which is proceeds of the collateral collateral described above in which a security interest was perfected. <input type="checkbox"/> in which the filing has been filed. Date filed _____ and parties UCC-1 file number _____ <input type="checkbox"/> assigned after change of name, identity, or corporate structure of the Debtor.		This is for the use of Filing Office  FILED FEB 27, 2001 12:57 PM SECRETARY OF STATE TALLAHASSEE, FLORIDA 200100044170 DM	
10. Signature of Debtor(s) by _____, CEO of Lak. Wholesale Logistics, Inc.			
11. Signature(s) of Second Party or if Assigned, by Assignor(s)			
12. Return Copy to: Name _____ Address _____ Address _____ City, State, Zip _____  Gerald W. O'Brien, Register English, MacIntosh & O'Day, P.A. Post Office Box 14694 Fort Lauderdale, FL 33307-0494			

**Schedule A-1**  
to Amended Trademark Collateral Assignment  
dated as of April \_\_\_\_, 2005, between  
**LINK WORLDWIDE LOGISTICS, INC.** and  
**SORRENTO DEVELOPMENT, LLC**, as successor-in-interest  
and Assignee of **PONY EXPRESS DELIVERY SERVICES, INC.**

<u>SERIAL NUMBER OR REGISTRATION</u>	<u>MARK</u>	<u>OWNER</u>	<u>INTERNATIONAL CLASS</u>	<u>USE OR INTENT TO USE ("ITU")</u>
78/272,213	Pony Express	Pony Express USA, Inc.	38	ITU
78/975,365	Pony Express	Pony Express USA, Inc.	36	ITU
708,532	The Pony Express	Pony Express Delivery Services, Inc.	39	USE
1,011,950	The Pony Express	Borg-Warner Security Corp.	39	USE
1,369,548	Pony Express	Borg-Warner Security Corp.	39	USE

**UCC FINANCING STATEMENT AMENDMENT**

Document Number:  
2005010329-0

Filing Date and Time:  
04-05-2005 04:47 PM

**1. CREDITOR'S PRINTED OR CONTROLLED AT FILER'S OPTION**  
**Andrew B. Hallinger, Esq. 305-458-4563**  
**2. DEBIT ACKNOWLEDGMENT TO: (Name and Address)**  
 Andrew B. Hallinger, Esq.  
 Malvern Beach Hallinger and Butwick, P.A.  
 3099 Wackovia Financial Center  
 240 South Biscayne Boulevard  
 Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**3. TOTAL FINANCING STATEMENT FILE #**  
#2802807673-0

**4. TRANSACTIONS:** Subsequent to the Financing Statement identified above to be included with respect to security interests of the Secured Party authorizing this Amendment Statement.

**5. CONTINUATION:** Subsequent to the Financing Statement identified above with respect to security interests of the Secured Party authorizing this Continuation Statement to be included for the additional period provided by the statute law.

**6. ASSIGNMENT (All or Part):** Give name of assignor in Item 7a or 7b and address of assignor in Item 7c and also give name of assignee in Item 8.

**7. ASSIGNMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

**8. CHANGE/REVISION INFORMATION:**  Change/Revision of the following Item:  1.  2.  3.  4.  5.  6.  7.  8.  9.  10.  11.  12.  13.  14.  15.  16.  17.  18.  19.  20.  21.  22.  23.  24.  25.  26.  27.  28.  29.  30.  31.  32.  33.  34.  35.  36.  37.  38.  39.  40.  41.  42.  43.  44.  45.  46.  47.  48.  49.  50.  51.  52.  53.  54.  55.  56.  57.  58.  59.  60.  61.  62.  63.  64.  65.  66.  67.  68.  69.  70.  71.  72.  73.  74.  75.  76.  77.  78.  79.  80.  81.  82.  83.  84.  85.  86.  87.  88.  89.  90.  91.  92.  93.  94.  95.  96.  97.  98.  99.  100.  None

**9. ORGANIZATION NAME:**  
 OR **Foxy Express U.S.A. / The River State Vending Corporation**

**10. DEBTOR'S LAST NAME:** FIRST NAME: MIDDLE NAME: SUFFIX:

**7. CHANGED (FULL) OR ADDED INFORMATION:**

**9. ORGANIZATION NAME:**  
 OR **Sorrento Development, LLC**

**10. DEBTOR'S LAST NAME:** FIRST NAME: MIDDLE NAME: SUFFIX:

**11. BUSINESS ADDRESS:** CITY: STATE: PORTAL CODE: COUNTRY:  
 21 Palm Avenue Miami FL 33139 USA

**12. BUSINESS TYPE:**  Sole Proprietorship  Partnership  Limited Liability Partnership  Limited Liability Company  Corporation  Other  None

**8. AMENDMENT (COLLATERAL CHANGE):** check only one box.  
 Describe collateral  deleted or  added, or give entire  deleted collateral description, or describe collateral  assigned.

See Exhibit "A"

**8. NAME OF REQUIRED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** (name of assignor, if this is an Assignment; if this is an Amendment, if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.)

**9. ORGANIZATION NAME:**  
 OR **Foxy Express Delivery Services, Inc.**

**10. DEBTOR'S LAST NAME:** FIRST NAME: MIDDLE NAME: SUFFIX:

**11. OPTIONAL FILER REFERENCE DATA:**



**EXHIBIT "A"**  
**FINANCING STATEMENT**

(a). All of the Debtor's assets and personal property including cash, furniture, fixtures, equipment, inventory, accounts, deposit accounts, accounts receivable, insurance, equipment, machinery, trade fixtures, vehicles, parts, documents, instruments, contract rights, chattel paper, instruments, leasehold improvements, fixed assets, rights to the payment of money, personal property, and general intangibles, (such terms having the meaning ascribed by the Uniform Commercial Code), whether now owned or hereafter acquired together with all proceeds or products of any of the foregoing including the proceeds payable under and upon any insurance policies insuring any of the aforesaid collateral against loss.

(b). All of the Debtor's documents, books and records (including without limitation, credit files, computer programs, print-outs, and other computer material and records related to any item set forth in section (a).

(c). All of the Debtor's cash and cash collateral,

(d). All other assets previously granted to secured party as collateral by debtor shall hereby be released as secured party's collateral.

(e). all guarantees of Debtors' existing and future Accounts, Chattel Paper, General Intangibles and Instruments and all other security held by Debtors for the payment and satisfaction thereof;

(f). all of the Debtors' books and records which relate to Debtors' Accounts, Chattel Paper, Equipment, General Intangibles, Instruments, Inventory, fixed assets and leasehold improvements or guarantees thereof;

(g). all insurance on all the foregoing and the proceeds of that insurance;

(h). all rights and obligations in and to any trademarks and copyrights;

(i). any and all goodwill; and,

(j). any and all proceeds and products of any and all of (i) through (vii);

(k). any of the Debtor's rights, claims, interest in and to the following including any goodwill, proceeds and products of any of the following

a. U.S. Trademark: PONY EXPRESS - Registration No: 1,011,218, Issued: 3/20/75

b. U.S. Trademark: THE PONY EXPRESS and Design - Registration No: 708,532, Issued: 12/12/60

c. U.S. Trademark: THE PONY EXPRESS and Design - Registration No: 1,011,950, Issued: 5/27/75

d. U.S. Trademark: Design: New Horse & Rider: Registration No: 1,688,056, Issued: 5/19/92 - Only as to class 39, transportation and storage; subject to co-existence agreement with Pony Express Security Corporation.

e. U.S. Trademark: PONYTRAK - Registration No: 2,027,500, Issued: 12/31/96

f. U.S. Service: Design: New Horse & Rider - Registration No: 2,356,630, Issued: 6/13/00

g. INTENT TO USE:

i. Serial Number: 78975365, Filing Date: July 9, 2003 and

ii. Serial Number: 78272213, Filing Date: July 9, 2003

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### COLLATERAL DEFINITIONS

"Account Debtor" means the Person who is obligated on an Account.

"Account" means any account as that term is defined in the Uniform Commercial Code as in effect in the State of Nevada (the "UCC") and includes any right of the Debtors to payment for goods sold or for services rendered which is not evidenced by an instrument or chattel paper (as those terms are defined in the UCC) whether or not it has been earned by performance.

"Chattel Paper" means any chattel paper as that term is defined in the UCC.

"Equipment" means any equipment as that term is defined in the UCC including but not limited to appliances, tools, furniture and tangible personal property, used or bought for use primarily in Debtors' business of every nature, presently existing or hereafter acquired or created, wherever located, additions, accessories and improvements thereto and substitutions therefore and all parts which may be attached to or which are necessary for the operation and use of such personal property, whether or not it same shall be deemed to be affixed to real property, and all rights under or arising out of present or future contracts relating to the foregoing. All equipment is and shall remain personal property irrespective of its use or manner of attachment to real property.

"General Intangibles" means all general intangibles as that term is defined in the UCC, including without limitation all contracts or agreements of Debtors, all records and other documents and all claims. Choses in action, judgment, trademarks, franchise agreements, license agreements, service marks, logos, goodwill and deposit accounts.

"Instruments" means all instruments as that term is defined in the UCC.

"Inventory" means any inventory as that term is defined in the UCC and shall include but not be limited to tangible personal property held for sale or lease or to be furnished under contracts of service, raw materials work in process and material used, produced or consumed in Debtors' business, and shall include tangible personal property returned to Debtors by a purchaser thereof following the sale or lease thereof by Debtors. All equipment, accessories and parts related to, attached to or added to items of Inventory or used in connection therewith and all accessories and parts related to, attached to or added to items of Inventory used in connection therewith and all accessories thereto shall be deemed to be part of the Inventory.

"Obligations" means all existing and future liabilities and obligations of Debtors to Secured Party, whether absolute or contingency of any nature whatsoever, now existing or hereinafter incurred, arising out of or relating to the Note assumed by Debtors, or future obligations of Debtors to Secured Party and all obligations of Debtors to Secured Party created or referred to herein.

"Proceeds" means whatever is received when Collateral is sold, exchanged, collected or otherwise disposed of.

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