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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE 11-18-2004 U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102884158 Original documents or copy thereof.

1. Name of conveying party(ies): Global Intermodal Systems, Inc.

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

2. Name and address of receiving party(ies)  
 Name: The CIT Group/Business Credit, Inc.  
 Internal Address:  
 Street Address: 5420 LBJ Freeway, Suite 200  
 City: Dallas State: TX Zip: 75240

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State New York  
 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: September 2, 2004

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) 2,576,984  
 2,554,536

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Julie H. Cooper  
 Internal Address:  
 Street Address: 2001 Ross Avenue, Suite 3700  
 City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Julie H. Cooper  
 Name of Person Signing

*Julie H. Cooper*  
 Signature

11/9/04  
 Date

DO NOT USE THIS SPACE

11/17/2004 DBYRNE 00000129 2576984 Total number of pages including cover sheet, attachments, and document: 7

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

01 FC:8521  
 02 FC:8522

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 2, 2004 is entered into by GLOBAL INTERMODAL SYSTEMS, INC. ("Grantor") and The CIT Group/Business Credit, Inc. ("CIT"). Capitalized terms not otherwise defined herein have the meanings set forth in the Financing Agreement dated as of the date hereof among Grantor, CIT, Container-Care International, Inc., certain of its subsidiaries party thereto, Coastcon, Inc. and GCI Services, Inc., as Guarantor (the "Financing Agreement").

WHEREAS, pursuant to the Financing Agreement, Grantor is granting a security interest to CIT in certain Trademarks, whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and CIT hereby agree as follows:

1. Grant of Security Interest.

1.1 Grantor hereby grants to CIT a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Financing Agreement.

1.2 The security interest granted hereby is granted in conjunction with the security interest granted to CIT under the Financing Agreement. The rights and remedies of CIT with respect to the security interest granted hereby are in addition to those set forth in the Financing Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Financing Agreement, the terms of the Financing Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Financing Agreement pursuant to which CIT may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE**

**COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.**

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of CIT and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of CIT given in accordance with the Financing Agreement, assign any right, duty or obligation hereunder.


5. Counterparts.

This Agreement may be executed in any number of counterparts by the parties hereto on 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 instrument. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and CIT have caused this Agreement to be duly executed and delivered as of the date first above written.

**GLOBAL INTERMODAL SYSTEMS, INC.**, a California corporation

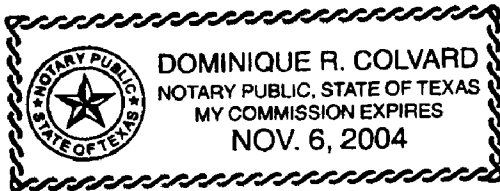
By:   
Name: Michael S. Baldwin  
Title: President and CEO

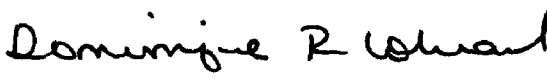
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on September 3, 2004, by Michael S. Baldwin, President and CEO of GLOBAL INTERMODAL SYSTEMS, INC., a California corporation, on behalf of said corporation.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

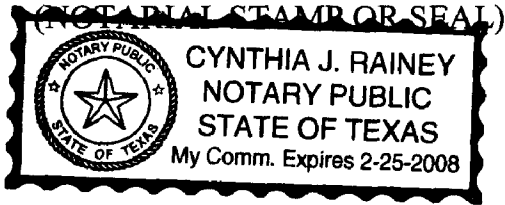
THE CIT GROUP/BUSINESS CREDIT, INC.

By: C. Graham Sones  
Name: C. Graham Sones  
Title: Vice President

STATE OF TEXAS )  
                          )  
COUNTY OF DALLAS)

This instrument was acknowledged before me on September 2, 2004, by C. Graham Sones, Vice President of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, on behalf of said corporation.

WITNESS MY HAND AND/OR OFFICIAL SEAL.



Cynthia J. Rainey  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Signature Page to Trademark Security Agreement

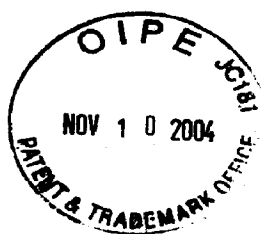
TRADEMARK  
REEL: 003085 FRAME: 0754

**SCHEDULE A**  
**Trademarks and Servicemarks**

**1. Registered Trademarks and Servicemarks**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date (App. Date)</u></b>	<b><u>Record Owner</u></b>
Global Intermodal Systems	USA	2,576,984	6-11-02	Global Intermodal Systems, Inc.
GIS symbol	USA	2,554,536	4-2-02	Global Intermodal Systems, Inc.

Schedule A



**SCHEDULE A**  
**Trademarks and Servicemarks**

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<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date (App. Date)</u></b>	<b><u>Record Owner</u></b>
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Schedule A