

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
Pac-Van, Inc.		06/19/2002	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 Lasalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Nationally-chartered bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1287296	PAC-VAN	
CORRESPONDENCE DATA			
Fax Number:	(317)684-5173		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3176845362		
Email:	jday@boselaw.com		
Correspondent Name:	Jennifer L.Day		
Address Line 1:	135 N. Pennsylvania Street		
Address Line 2:	2700 First Indiana Plaza		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	16185-0002		
NAME OF SUBMITTER:	Jennifer L. Day		
Signature:	/Jennifer L. Day/		
Date:	08/02/2006		

OP \$40.00 1287296

Total Attachments: 21

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AMENDED AND RESTATED SECURITY AGREEMENT

PAC-VAN, INC., an Indiana corporation, doing business as Pac Van Mobile Offices, and successor to **CLAYMON BROTHERS, LLC**, an Indiana limited liability company, having its executive office at 2995 South Harding Street, Indianapolis, Indiana 46225, as borrower ("**Debtor**"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, pledges and assigns to **LASALLE BANK NATIONAL ASSOCIATION**, as collateral agent and administrative agent ("**Agent**") for **LASALLE BANK NATIONAL ASSOCIATION, THE NATIONAL BANK OF INDIANAPOLIS, BUSEY BANK** and **NATIONAL CITY BANK OF INDIANA** ("**Banks**"), a security interest in, to and upon all of the following described property of the Debtor:

(a) All property of, or for the account of, the Debtor now or hereafter coming into the possession, control or custody of, or in transit to, the Bank or any agent or bailee for the Bank or any parent, affiliate or subsidiary of the Bank or any participant with the Bank in the Loans (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), including all earnings, dividends, interest, or other rights in connection therewith and the products and proceeds therefrom, including the proceeds of insurance thereon; and

(b) The additional property of the Debtor, whether now existing or hereafter arising or acquired, and wherever now or hereafter located, together with all additions and accessions thereto, substitutions for, and replacements, products and proceeds therefrom, and all of the Debtor's books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of the Debtor's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media, identified and set forth as follows:

- (i) All Accounts (whether or not Eligible Accounts) and all Goods whose sale, lease or other disposition by the Debtor has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Debtor, or rejected or refused by an Account Debtor;
- (ii) All Inventory (whether or not Eligible Inventory), including, without limitation, raw materials, work-in-process and finished goods;
- (iii) All Goods, including, without limitation, embedded software, Equipment, vehicles, furniture and Fixtures;

- (iv) All Software and computer programs;
- (v) All Securities, Investment Property, Financial Assets and Deposit Accounts;
- (vi) All Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Letter of Credit Rights, all proceeds of letters of credit, Health-care-insurance Receivables, Supporting Obligations, notes secured by real estate, Commercial Tort Claims and General Intangibles, including Payment Intangibles; and
- (vii) All insurance policies and proceeds insuring the foregoing property or any part thereof, including unearned premiums

(collectively, "**Collateral**"). Unless otherwise indicated, each capitalized term used in this paragraph shall have the meaning ascribed to such term in Revised Article 9 of the Uniform Commercial Code as adopted by the State of Indiana effective July 1, 2001, as the same may, from time to time, be amended.

The security interest hereby granted is to secure the prompt and full payment and complete performance of all Obligations of Debtor to Banks. The word "Obligations" is used in its most comprehensive sense and shall mean all indebtedness, debts and liabilities (including principal, interest, late charges, collection costs, attorneys' fees and the like) of Debtor to Banks, whether now existing or hereafter arising, either created by Debtor alone or together with another or others, primary or secondary, secured or unsecured, absolute or contingent, liquidated or unliquidated, direct or indirect, whether evidenced by note, draft, application for letter of credit or otherwise, whether originally created directly to Banks or whether acquired by Banks, including, without limitation, any obligations of Debtor arising out of Debtor's depository relationship with Banks and any and all renewals or increases of or substitutes therefor.

It is Debtor's express intention that this Amended and Restated Security Agreement (this "**Agreement**") and the continuing security interest granted hereby, in addition to securing all present Obligations of Debtor to Banks, shall secure and extend to all future Obligations of Debtor to Banks, whether or not such Obligations are reduced or entirely extinguished and thereafter increased or reincurred, whether or not such Obligations are related to the indebtedness identified above by class, type or kind and whether or not such Obligations are specifically contemplated by Debtor and Banks as of the date hereof. The absence of any reference to this Agreement in any documents, instruments or agreements evidencing or relating to any Obligation secured hereby shall not limit or be construed to limit the scope of applicability of this Agreement.

1. General Covenants. Debtor represents, warrants and covenants as follows:

- (a) (i) Debtor is, or as to Collateral arising or to be acquired after the date hereof, shall be, the sole owner of the Collateral free from any and all liens, security

interests, encumbrances, claims and interests; and (ii) no security agreement, financing statement, equivalent security or lien instrument or continuation statement covering any of the Collateral is on file or of record in any public office.

- (b) Debtor shall not create, permit or suffer to exist, and shall take such action as is necessary to remove, any claim to or interest in or lien or encumbrance upon the Collateral and shall defend the right, title and interest of Banks in and to the Collateral against all claims and demands of all persons and entities at any time claiming the same or any interest therein.
- (c) Debtor is a corporation organized and existing under the laws of the State of Indiana. Debtor's principal place of business and chief executive office is located at the address set forth at the beginning of this Agreement ("**Executive Office**"). Debtor has no other place of business, except as shown in **Schedule A** attached to, and made a part of this Agreement. Borrower shall not change its Executive Office or do business at a location not shown on Schedule A without Agent's prior written consent. Debtor's records concerning the accounts, accounts receivables, chattel paper, general intangibles, payment intangibles, inventory and other Collateral shall be maintained at the Debtor's Executive Office. All other Collateral shall be located at Debtor's Executive Office or a business location shown on Schedule A, and such Collateral shall not be removed to another location without Agent's prior written consent.
- (d) At least thirty (30) days prior to the occurrence of any of the following events, Debtor shall deliver to the loan officers who are handling Debtor's Obligations on behalf of Agent written notice of such impending events: (i) a change in Debtor's Executive Office or place of business; (ii) the opening or closing of any other place of business; or (iii) a change in Debtor's name, identity or corporate structure.
- (e) Subject to any limitation stated therein or in connection therewith, all information furnished by Debtor concerning the Collateral or otherwise in connection with the Obligations, is or shall be at the time the same is furnished, accurate, correct and complete in all material respects.
- (f) The Collateral is and shall be used primarily for business purposes.

2. **Collection of Receivables.** Unless otherwise directed by the Agent after the occurrence of an Event of Default under any loan agreement, note or other loan document executed and delivered to Banks by Debtor, Debtor shall collect all of Debtor's acceptances, accounts, accounts receivable, chattel paper, electronic chattel paper, contract rights, documents, drafts, financial assets, general intangibles, investment property, security entitlements, securities, letter of credit rights, proceeds of letters of credit, supporting obligations, payment intangibles, income and all other tax refunds, instruments, negotiable documents and notes (individually, "**Receivable**" and, collectively, "**Receivables**"), and, after an Event of Default, whenever Debtor shall receive payment of any Receivable, Debtor shall hold such payment in trust for Agent for the benefit of Banks and shall forthwith deliver the same to Agent for the benefit of Banks in the form received by Debtor without commingling with any funds belonging to Debtor. After the occurrence of an Event of Default, Debtor authorizes Agent to endorse the name of Debtor upon any checks or other items received in payment of any Receivable and to do any and all things necessary in order to reduce the same to money. All amounts received by Agent for the benefit of Banks representing payment of Receivables may be applied by Agent for the benefit of Banks to the payment of the Obligations in such order or preference as Banks may determine, or Agent may, at its option, impound all or any portion of such amounts and retain said amounts for the benefit of Banks as security for the payment of the Obligations, with the right on the part of Debtor, upon approval by Banks, to obtain the release of all or part of such impounded amounts. Agent may, however, at any time, apply all or any part of such impounded amounts as aforesaid. Debtor also authorizes Agent for the benefit of Banks at any time, after the occurrence of an Event of Default, without notice, to appropriate and apply any balances, credits, deposits, accounts or money of Debtor in Banks' possession, custody or control to the payment of any of the Obligations. If any of Debtor's Receivables arise out of contracts with or orders from the United States or any State or any department, agency or instrumentality thereof, Debtor shall immediately notify Agent thereof in writing and shall execute any instrument and take any steps required by Agent in order that all money due and to become due under such contract or order shall be assigned to Agent for the benefit of Banks and due notice thereof given to the appropriate governmental agency. Debtor agrees to execute, deliver, file and record all such notices, affidavits, assignments, financing statements and other instruments as shall in the judgment of Banks be necessary or desirable to evidence, validate and perfect the security interest of Agent for the benefit of Banks in the Receivables. After the occurrence of an Event of Default, Agent shall have the right to notify any persons or entities owning any Receivables and to demand and receive payment, but Agent shall have no duty so to do. Upon request of Agent at any time, after the occurrence of an Event of Default, Debtor shall notify such account debtors and shall indicate on all invoices to such account debtors that the accounts are payable to Agent for the benefit of Banks.

3. **Insurance.** Debtor shall have and maintain insurance at all times with respect to all Equipment, Inventory and other tangible real and personal property (i) insuring against risks of fire (including so-called extended coverage), explosion, theft, sprinkler leakage and such other casualties as Agent may designate, and (ii) insuring against liability for personal injury and property damage relating to the equipment, fixtures, furniture, goods, motor vehicles and other titled vehicles (collectively, "**Equipment**") and inventory, modular office units and trailers (collectively, "**Inventory**"), containing such terms, in such form, for such periods and written by such companies

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as may be satisfactory to Banks, such insurance to be payable to Agent, Banks and Debtor as their interests may appear. Notwithstanding any provision of this Agreement or any note or guaranty secured hereby to the contrary, such policy or policies of insurance shall contain a mortgagee, lender loss payee, union, standard or New York clause, as Agent deems appropriate, and provide, whether by endorsement or otherwise, that the interests of Agent and Banks under such policy are those of a mortgagee or lender loss payee, that Banks' right to payment under such policy is independent of Debtor's rights, and no act or omission of Debtor shall provide a defense good against Agent or Banks or prevent payment to Agent or Banks under the policy or policies of insurance. All policies of insurance shall provide for thirty (30) days' written minimum cancellation notice to Agent, and, at request of Agent, shall be delivered to and held by it. Agent may act as attorney for Debtor in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts. In the event of failure to provide insurance as herein provided, Agent may, at its option, provide such insurance and Debtor shall pay to Agent, for the benefit of Banks, upon demand, the cost thereof. Should Debtor fail to pay said sum to Agent upon demand, interest shall accrue thereon, from the date of demand until paid in full, at the highest rate set forth in any document or instrument evidencing any of the Obligations.

4. Inspection. Debtor shall at all times keep accurate and complete records of the Receivables and Debtor shall, at all reasonable times and from time to time, allow Agent, by or through any of its officers, agents, attorneys or accountants, to examine, inspect and make extracts from Debtor's books and records and, after the occurrence of an Event of Default, to arrange for verification of the Receivables directly with account debtors or by other methods and to examine and inspect the Collateral wherever located. Debtor shall perform, do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as Agent may require to more completely vest in and assure to Agent and Banks their rights hereunder and in or to the Collateral.

5. Preservation and Disposition of Collateral.

- (a) Debtor shall keep the Collateral free from any and all liens, security interests, encumbrances, claims and interests. Debtor shall advise Agent promptly, in writing and in reasonable detail, (i) of any material encumbrance upon or claim asserted against any of the Collateral; (ii) of any material change in the composition of the Collateral; (iii) of any change in location of the Collateral; and (iv) of the occurrence of any other event that would have a material effect upon the aggregate value of the Collateral or upon the security interest of Banks.
- (b) Except for the sale of Inventory in the ordinary course of business, Debtor shall not sell or otherwise dispose of the Collateral; provided, however, that until default, Debtor may use the Equipment and Inventory in any lawful manner not inconsistent with this Agreement or with the terms or conditions of any policy of insurance thereon.

- (c) Debtor shall keep the Collateral in good condition and shall not misuse, abuse, secrete, waste or destroy any of the same, but only to the extent that such action would have a material adverse effect on the Collateral.
- (d) Debtor shall not use the Collateral in violation of any statute, ordinance, regulation, rule, decree or order.
- (e) Debtor shall pay promptly when due all taxes, assessments, charges or levies upon the Collateral or in respect to the income or profits therefrom, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings; (ii) such proceedings do not involve any danger of sale, forfeiture or loss of any Collateral or any interest therein; and (iii) such charge is adequately reserved against in accordance with generally accepted accounting principles.
- (f) At its option, Agent may, for the benefit of Banks, discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Agent upon demand for any payment made or any expense incurred (including reasonable attorneys' fees) by Agent pursuant to the foregoing authorization. Should Debtor fail to pay said sum to Agent upon demand, interest shall accrue thereon, from the date of demand until paid in full, at the highest rate set forth in any document or instrument evidencing any of the Obligations.
- (g) Upon Agent' request at any time or times, Debtor shall assign and deliver to Agent, for the benefit of Banks, any collateral and shall furnish to Agent additional collateral of value and character satisfactory to Banks as security for the Obligations.

6. Extensions and Compromises. With respect to any Collateral held by Agent, for the benefit of Banks, as security for the Obligations, Debtor assents to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the addition or release of any party primarily or secondarily liable, to the acceptance of partial payments thereon and to the settlement, compromise or adjustment thereof, all in such manner and at such time or times as Banks may deem advisable. Neither Agent nor Banks shall have any duty as to the collection or protection of Collateral or any income therefrom, nor as to the preservation of rights against prior parties, nor as to the preservation of any right pertaining thereto, beyond the safe custody of Collateral in the possession of Agent or Banks.

7. Financing Statements. At the request of Agent, Debtor shall join with Agent in executing one or more financing statements in a form satisfactory to Banks and shall pay the cost of filing the same in all public offices wherever filing is deemed by Banks to be necessary or desirable.

Agent is also hereby authorized to file any financing statement without the signature of Debtor. Debtor hereby authenticates all such financing statements. A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.

8. Agent's Appointment as Attorney-in-Fact. Debtor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as Debtor's true and lawful attorney-in-fact with full irrevocable power and authority, after an Event of Default, in the place and stead of Debtor and in the name of Debtor or in Agent's own name, from time to time in Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby grants to Agent, for the benefit of Banks, the power and right, on behalf of Debtor, without notice to or assent by Debtor:

- (a) To execute, file and record all such financing statements, certificates of title and other certificates of registration and operation and similar documents and instruments including, but not limited to, those relating to aircraft or marine vessels, as Agent may deem necessary or desirable to protect, perfect and validate the security interest of Agent therein.
- (b) Upon the occurrence and continuance of any event of default under paragraph 9 hereof, (i) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts and other documents relating to the Collateral; (ii) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (iii) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (iv) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Banks may deem appropriate; and (v) generally, to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Banks were the absolute owner thereof for all purposes, and to do, at Agent's option and Debtor's expense, at any time or from time to time, all acts and things which Banks deem necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable. The powers

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conferred upon Agent hereunder are solely to protect the Banks' interests in the Collateral and shall not impose any duty upon Agent or Banks to exercise any such powers. Agent and Banks shall be accountable only for amounts that Agent or Banks actually receive as a result of the exercise of such powers and neither Agent, any Banks nor any of their respective officers, directors, employees or agents shall be responsible to Debtor for any act or failure to act, except for Agent's or Banks' own gross negligence or willful misconduct.

9. Default. If any Event of Default, as defined in any loan agreement effective between Banks and Debtor, or any default in the payment or performance of any of the Obligations secured by this Agreement or the performance of any covenant contained herein shall occur and be continuing; or if any warranty, representation or statement made or furnished to Banks by Debtor proves to have been false in any material respect when made or furnished:

- (a) Agent may, at its option and without notice, declare the unpaid balance of any or all of the Obligations immediately due and payable and this Agreement and any or all of the Obligations in default.
- (b) All payments received by Debtor under or in connection with any of the Collateral shall be held by Debtor in trust for Agent, shall be segregated from other funds of Debtor and shall forthwith upon receipt by Debtor be turned over to Agent in the same form as received by Debtor (duly endorsed by Debtor to Agent, if required). Any and all such payments so received by Agent (whether from Debtor or otherwise) may, in the sole discretion of Banks, be held by Banks as collateral security for, and/or then or at any time thereafter be applied in whole or in part by Banks against, all or any part of the Obligations in such order as Banks may elect. Any balance of such payments held by Agent or Banks and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive the same. Nothing set forth in this subparagraph (b) shall authorize or be construed to authorize Debtor to sell or otherwise dispose of any Collateral without the prior written consent of Banks.
- (c) Agent shall have the rights and remedies of a secured party under this Agreement, under any other instrument or agreement securing, evidencing or relating to the Obligations and under the law of the State of Indiana. Without limiting the generality of the foregoing, Agent shall have the right to take possession of the Collateral and all books and records relating to the Collateral and for that purpose Agent may enter upon, in accordance with law, any premises on which the Collateral or books and records relating to the Collateral or any part thereof may be situated and remove the same therefrom. Debtor expressly agrees that Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notices specified below of time and place of public sale or disposition or time after which a

private sale or disposition is to occur) to or upon Debtor or any other person or entity (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase or sell or otherwise dispose of and deliver the Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any of the offices of any of Banks or elsewhere at such prices as Banks may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Banks shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor. Debtor further agrees, at Agent's request, to assemble the Collateral and to make it available to Agent at such places as Agent may reasonably select, whether at Debtor's premises or elsewhere. Debtor further agrees to allow Agent to use or occupy Debtor's premises, without charge, for the purpose of effecting Agent's remedies in respect of the Collateral. Banks shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any or all of the Collateral or in any way relating to the rights of Agent hereunder, including reasonable attorneys' fees and legal expenses, to the payment in whole or in part of the Obligations, in such order as Banks may elect, and only after so paying over such net proceeds and after the payment by Banks of any other amount required by any provision of law, including Indiana Code § 26-1-9.1-615(a), need Agent or Banks account for the surplus, if any to Debtor. To the extent permitted by applicable law, Debtor waives all claims, damages and demands against Agent and Banks arising out of the repossession, retention, sale or disposition of the Collateral and waives relief from valuation and appraisal laws. Debtor agrees that Agent need not give more than ten (10) days' notice (which notification shall be deemed given when mailed, postage prepaid, addressed to Debtor at Debtor's address set forth at the beginning of this Agreement, or when telecopied or telegraphed to that address or when telephoned or otherwise communicated orally to Debtor or any agent of Debtor at that address) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Banks are entitled. Debtor shall also be liable for the costs of collecting any of the Obligations or otherwise enforcing the terms thereof or of this Agreement including reasonable attorneys' fees.

10. Rights of Banks: Collateral, Payments and Proceeds of Collateral. During the term of the Loans and until all Obligations of Debtor to Banks have been fully performed and paid in full, and so long as any commitment of the Banks is outstanding, without limiting any other right, power or remedy of Banks or Agent, if any Bank (a "Benefitted Bank") shall at any time receive any payment (other than regularly scheduled payments of principal and interest prior to any Event of Default) of all or any part of the Loans, or interest thereon, or receive any Collateral in respect thereof (whether by setoff or otherwise) in a greater proportion than its pro rata share, such Benefitted Bank shall purchase for cash from the other Banks such portions of the other Banks' Notes, or shall provide such other Banks with the benefits of any such Collateral, or the proceeds thereof, as shall be necessary to cause the Benefitted Bank to share the excess payment or benefits of such Collateral or proceeds ratably with the other Banks; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from the Benefitted Bank, such purchase shall be rescinded, and the purchase price and benefits returned to the extent of such recovery, but without interest. Debtor agrees that, to the extent that Debtor makes a payment or payments to the Bank, or the Bank receives any proceeds of Collateral, which payment or payments or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to Debtor, its estate, trustee, receiver or any other party, including, without limitation, any guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the Obligations or the part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred and shall be secured by the Collateral.

11. General. Any capitalized terms not otherwise defined herein shall be given the meaning ascribed such terms in that certain Amended and Restated Loan and Syndication Agreement dated the date hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Neither Agent nor Banks shall be deemed to have waived any of their rights hereunder or under any other agreement, instrument or paper signed by Debtor unless such waiver be in writing and signed by Agent and Banks. No delay or omission on the part of Agent or Banks in exercising any right shall operate as a waiver of such right or any other right. All of Agent's and Banks' rights and remedies, whether evidenced hereby or by any other agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently. Any written demand upon or written notice to Debtor shall be effective when deposited in the mails addressed to Debtor at the address shown at the beginning of this Agreement. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the law of the State of Indiana. The provisions hereof shall, as the case may require, bind or inure to the benefit of, the respective heirs, successors, legal representatives and assigns of Debtor, Agent and Banks.

12. Authority of Agent. Debtor acknowledges that notwithstanding any provision of this

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Agreement to the contrary Agent may act on behalf of Banks and may enforce on behalf of all Banks any right, remedy or power granted Banks under this Agreement. Debtor hereby waives any defense based on lack of authority of the Agent.

13. Notices. Any notices required hereby may be sent via certified or registered United States mail, return receipt requested, postage prepaid, or via telephone facsimile, telex, telegram or overnight delivery service. Notices will be deemed received: (i) three (3) days after deposit in the United States mail, if sent via certified or registered United States mail, return receipt requested, postage prepaid; (ii) upon receipt, if sent via telephone facsimile, telex or telegram; and (iii) one business day after depositing with a nationally recognized overnight delivery service if deposited marked for overnight delivery and two (2) business days after depositing with a nationally recognized overnight delivery service if deposited marked for second business day delivery. For the purposes of this Agreement, notices shall be addressed:

If to Debtor: PAC-VAN, Inc.
2995 South Harding Street
Indianapolis, Indiana
Attention: Brent S. Claymon

If to Agent: LaSalle Bank National Association
One American Square, Suite 1600
Indianapolis, Indiana 46282
Attention: William H. Lutes,
First Vice President

with copy to: LaSalle Bank National Association
135 South LaSalle Street
Chicago, IL 60603
Attention: William H. Lutes,
First Vice President

Any party may change the address set forth above by notice given to the other party. Such change of address shall be effective upon receipt when sent via certified or registered United States mail, return receipt requested, postage prepaid, or via a nationally recognized overnight delivery service. Changes of address sent via telephone facsimile, telex or telegraph shall be effective only if confirmed by notice sent via certified or registered United States mail, return receipt requested, postage prepaid, or via a nationally recognized overnight delivery service.

14. Counterparts. This Agreement may be executed in two or more counterparts and when so executed each counterpart shall constitute an original of this Agreement which taken together shall be one and the same agreement.


14. **Counterparts.** This Agreement may be executed in two or more counterparts and when so executed each counterpart shall constitute an original of this Agreement which taken together shall be one and the same agreement.

15. **Amendment and Restatement.** This Agreement amends and restates in its entirety that certain Third Amended and Restated Security Agreement by and between Debtor, LaSalle Bank National Association, The National Bank of Indianapolis, Bank One, Indiana, N.A., and Busey Bank, dated as of July 30, 2001. Neither the execution nor delivery of this Agreement shall act as a novation or accord and satisfaction of the Obligations or in any manner diminish or alter the perfection of Agent's security interest in the Collateral on behalf of Banks.

IN WITNESS WHEREOF, Debtor has signed this Agreement as of the 20th day of June, 2002.

DEBTOR:

PAC-VAN, INC

By: 
Brent S. Claymon, President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said county and state, personally appeared Brent S. Claymon, known by me to be the President of PAC-VAN, Inc., an Indiana corporation, and acknowledged the execution of the foregoing for and on behalf of said corporation.

WITNESS MY HAND and Notarial seal this 19th day of June, 2002.

My Commission Expires:

1/21/07


Signature of Notary Public

My County of Residence:

Marion

Denise Bousum
Printed Name of Notary Public

My County of Residence:

Printed Name of Notary Public

BANKS:

LASALLE BANK NATIONAL ASSOCIATION

By: William H. Lutes
William H. Lutes, First Vice President

THE NATIONAL BANK OF INDIANAPOLIS

By: _____
Douglas C. Talley, Vice President

NATIONAL CITY BANK OF INDIANA

By: _____
James M. Stehlik, Vice President

BUSEY BANK

By: _____
Joseph P. Perrin, Vice President

AGENT:

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LASALLE BANK NATIONAL ASSOCIATION

By: 
William H. Lutes, First Vice President

My County of Residence:

Printed Name of Notary Public

BANKS:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
William H. Lutes, First Vice President

THE NATIONAL BANK OF INDIANAPOLIS

By: Douglas C. Talley
Douglas C. Talley, Vice President

NATIONAL CITY BANK OF INDIANA

By: _____
James M. Stehlik, Vice President

BUSEY BANK

By: _____
Joseph P. Perrin, Vice President

AGENT:

acknowledged the execution of the foregoing for and on behalf of said corporation.

WITNESS MY HAND and Notarial seal this ____ day of June, 2002.

My Commission Expires:

Signature of Notary Public

My County of Residence:

Printed Name of Notary Public

BANKS:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
William H. Lutes, First Vice President

THE NATIONAL BANK OF INDIANAPOLIS

By: _____
Douglas C. Talley, Vice President

NATIONAL CITY BANK OF INDIANA

By:  _____
James M. Stehlik, Vice President

BANKS:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
William H. Lutes, First Vice President

THE NATIONAL BANK OF INDIANAPOLIS

By: _____
Douglas C. Talley, Vice President

NATIONAL CITY BANK OF INDIANA

By: _____
James M. Stehlik, Vice President

BUSEY BANK

By: _____
Don A. Monteith, Executive Vice President

AGENT:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
William H. Lutes, First Vice President

Debtor: PAC-VAN, INC.

**Secured Party: LASALLE BANK NATIONAL ASSOCIATION, as Agent for
LASALLE BANK NATIONAL ASSOCIATION,
NATIONAL CITY BANK OF INDIANA,
BUSEY BANK and
THE NATIONAL BANK OF INDIANAPOLIS**

EXHIBIT TO FINANCING STATEMENT

All Debtor's assets, including:

(a) All property of, or for the account of, the Debtor now or hereafter coming into the possession, control or custody of, or in transit to, the Secured Party or any agent or bailee for the Secured Party or any parent, affiliate or subsidiary of the Bank or any participant with the Secured Party in the Loans (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), including all earnings, dividends, interest, or other rights in connection therewith and the products and proceeds therefrom, including the proceeds of insurance thereon; and

(b) The additional property of the Debtor, whether now existing or hereafter arising or acquired, and wherever now or hereafter located, together with all additions and accessions thereto, substitutions for, and replacements, products and proceeds therefrom, and all of the Debtor's books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of the Debtor's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media, identified and set forth as follows:

- (i) All Accounts and all Goods whose sale, lease or other disposition by the Debtor has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Debtor, or rejected or refused by an Account Debtor;
- (ii) All Inventory, including, without limitation, raw materials, work-in-process and finished goods;
- (iii) All Goods, including, without limitation, embedded software, Equipment, vehicles, furniture and Fixtures;
- (iv) All Software and computer programs;

- (v) All Securities, Investment Property, Financial Assets and Deposit Accounts;
- (vi) All Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Letter of Credit Rights, all proceeds of letters of credit, Health-care-insurance Receivables, Supporting Obligations, notes secured by real estate, Commercial Tort Claims and General Intangibles, including Payment Intangibles; and
- (vii) All insurance policies and proceeds insuring the foregoing property or any part thereof, including unearned premiums

(collectively, "**Collateral**").

Pac-Van
Branch Manager List
1-800-546-1050

Branch Manager	Branch	Branch Manager	Branch
Earle Hart	INDIANA Indianapolis 2995 South Harding St Indpls, IN 46225 317-791-2020 317-791-2030 Automated 888-791-2020 317-791-2040 or 2044 Fax	Earle Hart	INDIANA Bloomington 2235 Industrial Drive Bloomington, IN 47404 812-336-7382 812-336-9088 Fax
Earle Hart	INDIANA Elkhart 21075 Protecta Drive Elkhart, IN 46516 574-293-5550 574-293 9494 Fax 888-922-9022	Mike Kennison	OHIO Cleveland 997 Wenso Road Bedford, OH 44146 440-735-1300 440-735-1303 Fax
Michael Abraham	OHIO Toledo 3610 N. Centennial Sylvania, OH 43560 419-842-0880 419-842-0990 Fax	Terry Hoskinson Kim Robinson	OHIO Columbus 7115 Stahl Rd Orient, OH 43146 614-877-3800 614-877-3887 Ops Fax 614-877-3838 General Fax 800-821-9822
Beth Wagner	OHIO Cincinnati 1451 St. Rte 28 Lot 2B Loveland, OH 45140 513-722-8220 513-722-8110 Fax	George Argast	ILLINOIS Chicago 711 S Rt 83 Elmhurst, IL 60126 630-833-6200 630-833-2237
Dave Arfin	ARIZONA Phoenix 3215 S 7th St. Ste. #22 Phoenix, AZ 85040 602-268-1800 602-268-1810 Fax	David Gritter	WEST VIRGINIA Charleston Par Industrial Park, Plant Rd PO Box 67 Nitro, WV 25143 304-755-3400 304-755-8851

Pac-Van
Branch Manager List
1-800-546-1050

Manager	Branch	Manager	Branch
Steve Geldien	MISSOURI St. Louis #4 Union Seventy Center Dr. St. Louis, MO 63120 314-382-1800 314-382-1999 Fax	Tom Austin	NEVADA Las Vegas 652 Middlegate Ste B Henderson, NV 89015 702-558-8435 702-558-8436 Fax
Kenny Gilpin	TENNESSEE Nashville 1633 Lebanon Pike Circle Nashville, TN 37210 615-874-9800 615-874-9817 Fax	Mark Goldsmith	TENNESSEE Memphis 670 Winchester Road Memphis, TN 38116 901-348-9800 901-348-9806 Fax
Doc Smith	KENTUCKY Louisville 600 N 35th St Louisville, KY 40212 502-776-9697 502-776-4311	Sunny Bolyard	FLORIDA Orlando 1850 Saturn BLVD Orlando, FL 32837 407-251-2800 407-251-4774 Fax
Tom Ward	PENNSYLVANIA Pittsburgh 2004 McKees Rock Rd McKees Rocks, PA 15136 412-331-2500 412-331-8129 Fax	Greg Kennedy	Charlotte North Carolina 5720 Highway 49 South Harrisburg, NC 28075 704-455-6001 704-455-6002 Fax
Ryan Dillon	COLORADO Denver 10250 Brighton Rd. Henderson, CO 80640 303-227-1300 303-227-0800 Fax	John Johnson	Missouri Kansas City 6800 B east 40 Hwy Kansas City, MO 64129 816-924-0400 816-924-0401
David Gritter	Michigan 8122 Locklin Commererce Township, MI 48382 888-613-8077 888-613-8677 Fax		