

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
Amports, Inc.		06/01/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street, 14th Floor		
Internal Address:	Attn: Jenny Cheng		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2915596	AMPORTS ABP	
Registration Number:	2915597	AMPORTS	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 838-3754		
Email:	emily.priest@shearman.com		
Correspondent Name:	Christy Lai		
Address Line 1:	Shearman & Sterling LLP		
Address Line 2:	1080 Marsh Rd.		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	35609-00015		
NAME OF SUBMITTER:	Christy Lai		

CH \$65.00 2915596

Signature:	/christy lai/
Date:	06/11/2007
Total Attachments: 4 source=Amports Security Agreement#page1.tif source=Amports Security Agreement#page2.tif source=Amports Security Agreement#page3.tif source=Amports Security Agreement#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated June 1, 2007, is made by AMPORTS, INC., a Delaware corporation (the "*Grantor*"), in favor of CITIBANK, N.A., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Highstar Harbor Holdings II, Inc. a Delaware corporation, and the Guarantors named therein have entered into a Credit Agreement dated as of June 1, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Citibank, N.A. as Administrative Agent, Citibank, N.A., as New York Collateral Agent, Banco Nacional de México, Integrante Del Grupo Financiero Banamex, División Fiduciaria, as Mexican Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Secured Hedge Banks from time to time, the Grantor has executed and delivered that certain Security Agreement dated June 1, 2007 among the Grantor, the other grantors party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other applicable governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (the "*Trademarks*"); and

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

provided that, notwithstanding anything to the contrary in this IP Security Agreement, this IP Security Agreement shall not constitute a grant of a security interest in any Collateral that would result in the forfeiture or impairment of the Grantor's rights in such property including, without limitation, any Trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantor's "intent-to-use" such Trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 agreement.

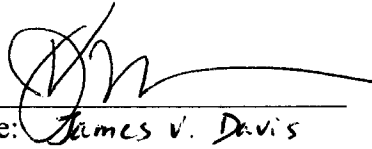
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMPORTS, INC., as Grantor

By 
Name: James V. Davis
Title: CEO

Address for Notices:


Amports, Inc. c/o AIG Global Investment Group
599 Lexington Avenue
New York, NY 10022
Attn: Aaron Gold
Telephone: (646) 735-0556
Facsimile: (646) 735-0795

with a copy to:

Richard S. Petretti
Morgan, Lewis & Bochiuss LLP
101 Park Avenue
New York, NY 10178
Telephone: (212) 309-6870
Facsimile: (877) 432-9652 or (212) 309-6001

Schedule A
to the Intellectual Property
Security Agreement

Trademarks

<u>Grantor</u>	<u>Domain</u> <u>Name/Mark</u>	<u>Country</u>	<u>Title</u>	<u>Reg.</u> <u>No.</u>	<u>Application</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Issue</u> <u>Date</u>
AMPORTS, Inc.	AMPORTS	U.S.		2,915,597	76-491,848	2/21/03	1/4/05
AMPORTS, Inc.		U.S.		2,915,596	76-491,847	2/21/03	1/4/05