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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

18 82621

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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FC:481 40.00 OP
FC:482 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1382621"/>	<input type="text" value="1321191"/>	<input type="text" value="1366991"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Raymond G. Areaux ^{#33,643}

Name of Person Signing

Signature 

Date Signed

SUBSIDIARY SECURITY AGREEMENT

This Subsidiary Security Agreement (the "Security Agreement") is made this 1st day of September, 1999, by **GASCARD, INC.** (hereinafter referred to as "Grantor") in favor of Hibernia National Bank, as Agent for the benefit of the Agent and the Banks (as such terms are defined in the Revolving Credit and Term Loan Agreement effective as of September 1, 1999 (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement") by and among Fleetman, Inc. ("Borrower"), Hibernia National Bank, in its capacity as Agent for the Banks, and the Banks). The Banks and the Agent shall hereinafter be collectively referred to as the "Secured Parties." Additional information relating to Grantor is set forth on Schedule 1 to this Security Agreement. The address of Hibernia National Bank is 313 Carondelet Street, New Orleans, Louisiana 70130.

Capitalized terms used in this Security Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

Grantor acknowledges that (i) Grantor is a subsidiary of Borrower and (ii) Grantor has and will receive substantial direct and indirect benefit from the execution and delivery of the Credit Agreement by the Borrower and the extension of credit provided for therein.

To secure the prompt and complete payment to the Agent, for the benefit of the Secured Parties, when stated to be due of any and all present and future indebtedness (including, without limitation, principal, interest, fees, collection costs and expenses, attorneys' fees and other amounts), liabilities and obligations (including, without limitation, reimbursement obligations with respect to Letters of Credit issued by Hibernia under the Credit Agreement) of Borrower and each Subsidiary, and of any one or more of them, to any one or more of the Secured Parties evidenced by or arising under or in connection with the Credit Agreement, the Notes, the Letter of Credit Application(s), and/or any of the other Transaction Documents, whether direct or contingent, due or to become due or now existing or hereafter arising (all such amounts and obligations being hereinafter collectively referred to as "Obligations"), Grantor pledges and pawns to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of set-off and compensation against, (a) all property of Grantor or in which Grantor has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by any Bank or any other financial institution, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations, and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, and other tax-deferred retirement accounts) and (b) the following described property, now or hereafter owned by Grantor and wherever located:

- (a) all accounts, all inventory, all chattel paper and all equipment;
- (b) all general intangibles, including, without limitation, all license agreements, distributorship agreements and franchise agreements (the license agreements, distributorship agreements and franchise agreements are hereafter sometimes collectively referred to as the "Contracts");
- (c) all trademarks, together with the goodwill of the business to which each trademark pertains, and all trade names, patents, rights in intellectual property, proprietary information, licenses and copyrights, including, without limitation, the trademark(s) described on Schedule 2 to this Security Agreement and the goodwill of the business which pertains to such trademark(s);

- (d) to the extent related to any of the foregoing, all books, correspondence, credit files, records, invoices and other papers and documents, including, without limitation, to the extent so related, all tapes, cards, computer runs, computer programs and other papers and documents in the possession or control of Grantor or any computer bureau from time to time acting for Grantor; and
- (e) The following deposit accounts: Account No. 1390001624 at Bank of America (NationsBank), Account No. 06004173 at Whitney National Bank, Account No. 06004149 at Whitney National Bank, Account No. 4000146973 at Union Bank of California and Account No. 6010080329 at Union Bank of California, together with all money, funds, and credits on deposit in or otherwise related to said deposit accounts;

together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), products and proceeds of and from any of the foregoing (collectively, "Collateral"). The terms "accounts," "instruments," "account debtor," "documents," "equipment," "general intangibles," "inventory," "chattel paper," "investment property," "deposit accounts," "securities accounts," "financial assets," "fixtures" and "proceeds" shall have the meanings provided in the Louisiana Commercial Laws.

Grantor authorizes the Agent at any time and without further consent from Grantor to file a carbon, photographic, facsimile, or other reproduction of this Security Agreement or Grantor's financing statement as a financing statement. All Collateral shall remain subject to this Security Agreement until all of the Obligations have been paid and any financing statements filed in connection with this Security Agreement have been terminated. The Agent may renew certificates of deposit or other renewable items included in the Collateral. Grantor shall execute any endorsements, assignments, stock powers and financing statements with respect to the Collateral, in form and substance satisfactory to the Agent, that the Agent may request. Grantor represents and warrants that (a) the Agent, for the benefit of the Secured Parties, shall at all times have a perfected security interest in the Collateral free and clear of all Liens other than Permitted Liens, and (b) the description and identification of the Collateral, Grantor's name, Grantor's taxpayer identification number and place of business or chief executive office, and the location of Grantor's equipment and inventory are correctly stated herein. Grantor shall prevent the accrual of prescription or statute of limitations with respect to the Collateral no later than sixty (60) days prior to the date on which enforcement would be barred, and shall execute any additional documents reasonably required to perfect the security interest of the Agent, for the benefit of the Secured Parties, in the Collateral. Grantor authorizes the Agent, in the Agent's sole discretion, to receive and recover any money or other property at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments. Grantor authorizes the Agent, upon the occurrence of an Event of Default, in the Agent's sole discretion, to (a) to notify the obligor on any Collateral to make payments directly to the Agent and (b) to settle, adjust and compromise all present and future claims arising with respect to the Collateral. The Agent is not obligated to take any of the foregoing actions or to preserve Grantor's rights with respect to the Collateral including, without limitation, rights against prior parties and shall not be liable in any manner with respect to the Collateral. Any responsibility of the Secured Parties with respect to the Collateral, whether arising contractually or as a matter of law, is hereby expressly waived.

Grantor agrees to administer its accounts and the Contracts, and the proceeds thereof, in a fiduciary capacity for the Secured Parties, take all actions necessary to collect the accounts and the Contracts, and the proceeds thereof, and immediately deposit all proceeds of the accounts and the Contracts into a Dominion Account. If Grantor accepts chattel paper or instruments in payment of accounts, Contracts, goods or services, Grantor shall promptly deliver all such chattel paper and instruments to the Agent in negotiable form.

Grantor shall at all times permit the Agent, its officers and agents, access to the Collateral and to all books, records and data relating to the Collateral, for inspection and for verification of the existence, condition and value of the Collateral. Grantor shall furnish all assistance and information that the Agent may require to conduct such inspections and verifications. Grantor will furnish to Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

All corporeal Collateral shall be insured by solvent insurance companies for full replacement value under policies acceptable to the Agent, designating the Agent, for the benefit of the Secured Parties, as lender loss payee. Grantor shall not, without the prior written consent of the Agent (a) change Grantor's name, legal form or taxpayer identification number, (b) move the location of its place of business or chief executive office, or (c) move the Collateral from the state(s) listed on Schedule 1.

Upon the occurrence of an Event of Default, at the option of the Agent, the Agent, for the benefit of the Secured Parties, (a) may sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Grantor to the fullest extent permitted by law, and (b) may cause all or any part of the Collateral to be seized and sold, under executory process, under writ of fieri facias issued in execution of an ordinary judgment obtained upon the Obligations, or under other legal procedure. For purposes of executory process, Grantor acknowledges the indebtedness owed under the Obligations, confesses judgment in favor of the Secured Parties for the full amount of the Obligations, and agrees to enforcement by executory process. Grantor waives (a) the benefit of appraisal provided in Art. 2723 of the Louisiana Code of Civil Procedure and (b) the demand and three (3) days delay provided by Articles 2639 and 2721, Louisiana Code of Civil Procedure. The Agent may, at its option, enforce any mortgage note pledged hereby and cause the mortgaged property to be seized and sold by executory or other process in accordance with law and the terms of the mortgage. Grantor grants to the Agent an irrevocable mandate and power of attorney (coupled with an interest) to exercise, after an Event of Default, at the Agent's sole discretionary option and without any obligation to do so, all rights that Grantor has with respect to the Collateral, including, without limitation, the right to exercise all rights of inspection, deriving from Grantor's ownership of the Collateral. If the funds received by Secured Parties from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. The rights and remedies of the Agent hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of the Secured Parties under applicable law.

Grantor hereby designates the Agent or any employee, agent, or other person named by the Agent at the time any seizure of the Collateral is effected by the Agent, for the benefit of the Secured Parties, to serve as a keeper or receiver of the Collateral pending the judicial sale thereof. The fees of the keeper or receiver shall be determined by the Court before which the proceedings are pending, and the payment of such fees shall be secured by this Security Agreement.

Without releasing or affecting any of their rights, the Secured Parties may, one or more times, in their sole discretion, without notice to or the consent of Grantor or Borrower, take any one or more of the following actions: (a) release, renew or modify the obligations of Grantor, Borrower or any other party; (b) release, exchange, modify, or surrender in whole or in part the Secured Parties' rights with respect to any collateral for the Obligations; (c) modify or alter the term, interest rate or due date of any payment of any of the Obligations; (d) grant any postponements, compromises, indulgences, waivers, surrenders or discharges or modify the terms of their agreements with Grantor or Borrower; (e) change their manner of doing business with Grantor, Borrower or any other party; or (f) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations, and Grantor hereby expressly waives any defenses arising from any such actions. This Security Agreement shall be binding upon the successors and assigns of Grantor and shall enure to the

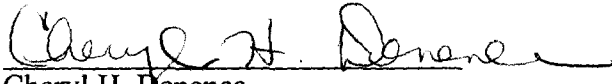
benefit of the Secured Parties and their respective successors and assigns and be enforceable by the Agent and its respective successors and assigns. At any time or times, the Agent and/or the other Secured Parties may appoint one or more other Persons, either to act as co-agent or co-agents, jointly with the Agent, or to act as separate agent or agents on behalf of the Banks with such power and authority as may be necessary for the effectual operation of the provisions of this Security Agreement. This Security Agreement shall be governed by the internal laws of the State of Louisiana, provided that where Collateral is located in a jurisdiction other than Louisiana, remedies available to the Secured Parties hereunder and remedies available to the Secured Parties under the laws of such jurisdiction shall be available to the Secured Parties without regard to any restriction of Louisiana law. If any provision of this Security Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Security Agreement shall remain in full force and effect.

Grantor hereby irrevocably submits to the nonexclusive jurisdiction of any court of the State of Louisiana or any court of the United States of America sitting in the Eastern District of Louisiana, as the Agent may elect, in any suit, action or proceeding arising out of or relating to this Security Agreement or any of the other Transaction Documents. Grantor irrevocably agrees that all claims in respect of such suit, action or proceeding may be heard and determined in any such courts. Grantor irrevocably waives, to the fullest extent permitted by law, any objection which Grantor may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court, and Grantor further irrevocably waives any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Grantor authorizes the service of process upon Grantor by registered mail sent to Grantor at the address set forth herein or such other address as Grantor may specify in writing to Agent. Nothing herein shall affect the right of the Agent to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Grantor in any other jurisdiction. THE GRANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING ANY COUNTERCLAIM) IN ANY COURT ARISING ON, OUT OF, OR IN ANY WAY RELATING TO THIS SECURITY AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS OR ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

The Agent on behalf of the Secured Parties hereby accepts this Security Agreement.

HIBERNIA NATIONAL BANK,
AS AGENT

GASCARD, INC., GRANTOR

By: 
Cheryl H. Denenea
Its: Vice President

By: 
Steve Pisciotta
Its: Controller & Treasurer

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SCHEDULE 1

Grantor's tax identification number: 33-0216400

Grantor's legal status: Corporation

State or jurisdiction of Grantor's organization: Delaware

Grantor's mailing address: 1209 Orange Street, Wilmington, Delaware 19801

Grantor's place of business or, if more than one, its chief executive office:
1209 Orange Street, Wilmington, Delaware 19801

Location of Grantor's books and records:
1209 Orange Street, Wilmington, Delaware 19801

Location of Grantor's inventory and equipment when not used elsewhere:
Louisiana and California

Other names and legal forms used by Grantor to conduct business within last ten years: none

SCHEDULE II

<u>Registered Owner</u>	<u>Trademark</u>	<u>File Number</u>	<u>Date Registered</u>	<u>Expiration Date</u>
Fleetman, Inc.	FUELMAN	1363666	Oct. 1, 1985	Oct. 1, 2005
Fleetman, Inc.	AUTOMAN	1430472	Feb. 24, 1987	Feb. 24, 2007
Fleetman, Inc.	FLEETMAN	1430473	Feb. 24, 1987	Feb. 24, 2007
Fleetman, Inc.	OILMAN	1430474	Feb. 24, 1987	Feb. 24, 2007
Gascard, Inc.	GASCARD	1382621	Feb. 11, 1986	Feb. 11, 2006
Gascard, Inc.	GC Club	1321191	Feb. 19, 1985	Feb. 19, 2005
Gascard, Inc.	GC GASCARD	1366991	Oct. 22, 1985	Oct. 22, 2005

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