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12-10-2001

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

12-13-2001

RCE  
Office

U.S. Patent & TMO/TM Mail Rpt Dt. #11



101914261

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copies.

1. Name of conveying party(ies):  
Eagle Partners, L.P.

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation - State of \_\_\_\_\_  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

12.10.01

2. Name and address of receiving party(ies):  
Name: Bank of America, National Association  
Internal Address: \_\_\_\_\_  
Street Address: 901 Main Street, 6<sup>th</sup> Floor  
City: Dallas State: Texas ZIP: 75202

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: November 9, 2001

Individual(s) citizenship \_\_\_\_\_  
 Association National Banking Association  
 General Partnership  
 Limited Partnership  
 Corporation- \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation 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)  
76/136562      76/136565  
76/136510  
76/136564  
76/136563

B. Trademark registration No.(s)  
2,478,174  
2,482,458  
2,485,246

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Andre M. Szuwalski  
Jenkins & Gilchrist, P.C.  
Internal Address: \_\_\_\_\_

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 8

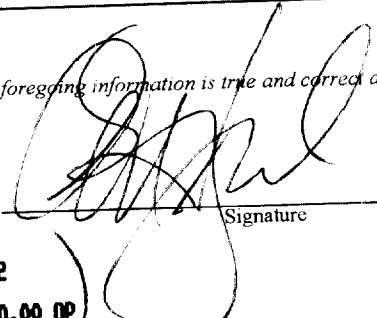
7. Total fee (37 CFR 3.41): \$ 215.00  
 Enclosed \$215.00  
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:  
10-0447  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

Andre M. Szuwalski                                            \_\_\_\_\_  
Name of Person Signing                      Signature

\_\_\_\_\_                      12/4/01                      \_\_\_\_\_  
Date

12/13/2001 TDIAZ1 00000021 76136562  
01 FC:481 40.00 DP  
02 FC:482 175.00 DP

Total number of pages comprising cover sheet: 1

V

TRADEMARK SECURITY AGREEMENT  
(EAGLE PARTNERS, L.P.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between EAGLE PARTNERS, L.P., a Texas limited partnership (the "Debtor"), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (the "Secured Party"), acting in its capacity as administrative agent under the Credit Agreement described hereinbelow, and is executed pursuant to that certain Amended and Restated Credit Agreement dated as of November 9, 2001 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"; all terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement) among EGL, Inc., the Banks party thereto, the Co-Agents and the Secured Party.

Recitals:

A. The Debtor and the Secured Party are parties to that certain Amended and Restated Security Agreement dated as of November 9, 2001 (as amended, restated, or otherwise modified, the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing,

(iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the “Trademarks”); (c) each trademark registration (“Trademark Registration”); and (d) each trademark application (“Trademark Application”) (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

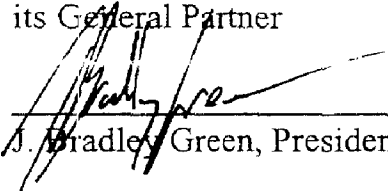
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IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 9th day of November, 2001.

DEBTOR:


EAGLE PARTNERS, L.P.

By: EUSA HOLDINGS, INC.,  
its General Partner

By:   
\_\_\_\_\_  
J. Bradley Green, President

SECURED PARTY:

BANK OF AMERICA, NATIONAL  
ASSOCIATION, as Administrative Agent

By:   
Suzanne M. Paul, Vice President

ACKNOWLEDGMENT

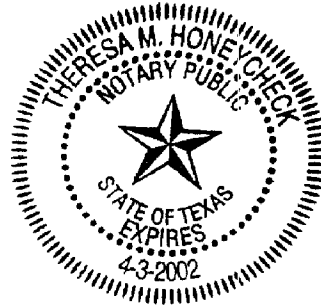
STATE OF Texas )  
 )  
COUNTY OF Harris )

This instrument was acknowledged before me this 9 day of November, 2001, by J. Bradley Green, as President of EUSA Holdings, Inc., a Delaware corporation, on behalf of such corporation.

Theresa M. Honeycheck  
Notary Public in and for the State of Texas

{Seal}

My commission expires: 4-3-2002



STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

This instrument was acknowledged before me this 8th day of November, 2001, by Suzanne Paul, as vice president of Bank of America, National Association, a national banking association, on behalf of such banking association.



Maria Paggao  
Notary Public in and for the State of Illinois

My commission expires: 2/5/01

Schedule 1  
to  
Trademark Security Agreement

**FEDERAL TRADEMARKS**

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing/Registration Date	Goods
Eagle Partners, L.P.	USA	EGL and Design	App# 76/136436	9/27/2000	Computerized tracking and tracing of packages in transit.
Eagle Partners, L.P.	USA	EGL EAGLE GLOBAL LOGISTICS and Design	App# 76/136435	9/27/2000	Computerized tracking and tracing of packages in transit.
Eagle Partners, L.P.	USA	EGL and Design	App# 76/136442	9/27/2000	Customs brokerage services.
Eagle Partners, L.P.	USA	EGL EAGLE GLOBAL LOGISTICS and Design	App# 76/136433	9/27/2000	Customs brokerage services.
Eagle Partners, L.P.	USA	EGL and Design	App# 76/136562	9/27/2000	Freight forwarding services; trucking services; import/export services; crating services; pick up and delivery services; logistics services; and warehousing and storage services.
Eagle Partners, L.P.	USA	EGL EAGLE GLOBAL LOGISTICS and Design	App# 76/136441	9/27/2000	Freight forwarding services; trucking services; import/export services; crating services; pick up and delivery services; logistic services; and warehousing and storage services.
Eagle Partners, L.P.	USA	EGL	Reg #2478174	8/14/2001	Computerized tracking and tracing of packages in transit.
Eagle Partners, L.P.	USA	EGL EAGLE GLOBAL LOGISTICS	App# 76/136510	9/27/2000	Computerized tracking and tracing of packages in transit.

SCHEDULE 1

Dallas2 841779 v 1. 46715.01251

**TRADEMARK**  
**REEL: 002407 FRAME: 0318**



Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing/Registration Date	Goods
Eagle Partners, L.P.	USA	EGL	Reg # 2482458 ✓	8/28/2001	Customs brokerage service.
Eagle Partners, L.P.	USA	EGL	App# 76/136564 ✓	9/27/2000	Freight forwarding services; trucking services; import/export services; crating services; pick up and delivery services; logistic services; and warehousing and storage services.
Eagle Partners, L.P.	USA	EGL EAGLE GLOBAL LOGISTICS	Reg # 2485246 ✓	9/4/2001	Customs brokerage service.
Eagle Partners, L.P.	USA	EGL EAGLE GLOBAL LOGISTICS	App# 76/136563 ✓	9/27/2000	Freight forwarding services; trucking services; import/export services; crating services; pick up and delivery services; logistic services; and warehousing and storage services.
Eagle Partners, L.P.	USA	EGL and Design	App# 76/136434 ✓	9/27/2000	Freight forwarding services; trucking services; import/export services; crating services; pick up and delivery services; logistic services; and warehousing and storage services.
Eagle Partners, L.P.	USA	EGL EAGLE GLOBAL LOGISTICS and Design	App# 76/136565 ✓	9/27/2000	Freight forwarding services; trucking services; import/export services; crating services; pick up and delivery services; logistic services; and warehousing and storage services.

SCHEDULE 1

Dallas2 841779 v 1, 46715.01251

RECORDED: 12/10/2001

TRADEMARK  
REEL: 002407 FRAME: 0319