



12-10-2001

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

12-13-2001



CE
rice

101914263

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

1. Name of conveying party(ies):

EGL, Inc.

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

12.10.01

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

2. Name and address of receiving party(ies):

Name: Bank of America, National Association

Internal Address: _____

Street Address: 901 Main Street, 6th Floor

City: Dallas State Texas ZIP: 75202

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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)

B. Trademark registration No.(s)

2,017,166

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: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed \$40.00
- 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)

12/13/2001 TBI AZ1 00000020 2017166

DO NOT USE THIS SPACE

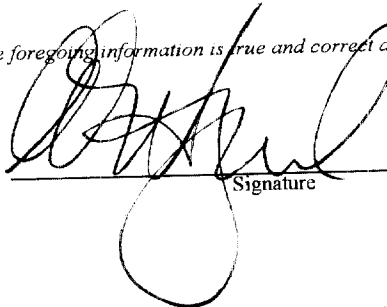
1 FC:481

40.00 DP

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

Total number of pages comprising cover sheet: 1

ln

TRADEMARK SECURITY AGREEMENT
(EGL, INC.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between EGL, INC., a Texas corporation (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.

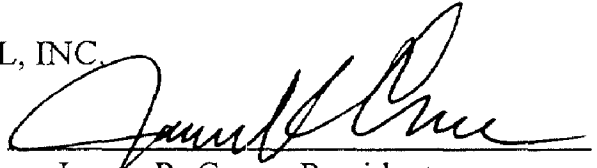
[remainder of page intentionally left blank]

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:

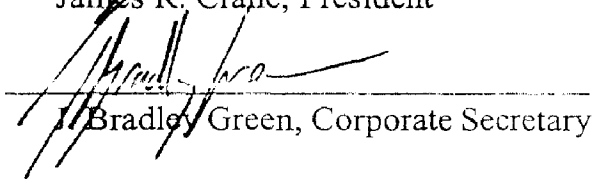
EGL, INC.

By:



James R. Crane, President

By:



J. Bradley Green, Corporate Secretary

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 James R. Crane, as President of EGL, Inc., a Texas corporation, on behalf of such corporation.

Mary C. Sullivan
Notary Public in and for the State of Texas



My commission expires: 10-19-04

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Harris)

This instrument was acknowledged before me this 9 day of November, 2001, by J. Bradley Green, as Corporate Secretary of EGL, Inc., a Texas corporation, on behalf of such corporation.

Mary C. Sullivan
Notary Public in and for the State of Texas



My commission expires: 10-19-04

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.

{Seal}

Maria Paggao
Notary Public in and for the State of Illinois

2/5/01

My commission expires: _____



Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing/ Registration Date	Goods
EGL, Inc.	USA	EAGLE USA AIRFREIGHT & Design	Reg # 2017166 /	11/19/96	Freight forwarding, namely, arranging for others the transportation of freight by air.

SCHEDULE 1

Dallas2 841761 v 1, 46715.01251

RECORDED: 12/10/2001

TRADEMARK
REEL: 002407 FRAME: 0327