

10-11-2002

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Comcar Logistics, Inc.
502 East Bridgers Avenue
Auburndale, FL 33823
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Florida
 Other _____

10-4-02

2. Name and address of receiving party(ies)
Name: Bank of America, N.A., as Collateral Agent
Internal Address: _____
Street Address: 400 North Ashley Street, 13th Floor
City: Tampa State: FL Zip: 33602

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Banking Association

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Security Agreement Supplement
Execution Date: July 19, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78,063,870

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steven D. Thomas
Internal Address: Moore & Van Allen, PLLC

Street Address: 2200 West Main Street
Suite 800
City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 01

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-2316

DO NOT USE THIS SPACE

9. Signature.
Steven D. Thomas
Name of Person Signing

Signature
October 8, 2002
Date

Total number of pages including cover sheet, attachments, and document: 04

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/10/2002 TDIAZ1 00000172 78063870
01 FC:481 40.00 OP

TRADEMARK
REEL: 002597 FRAME: 0528

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Supplement"), dated as of July 19, 2002 is made by and between **COMCAR LOGISTICS, INC.**, a Florida corporation (the "Grantor"), and **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States, as Collateral Agent (the "Collateral Agent"), for the Secured Parties. All capitalized terms used but not otherwise defined herein shall have the respective meanings thereto assigned (whether specifically or by reference to another document) in the IP Security Agreement (as defined below).

WHEREAS, the Grantor is required under the terms of (a) that certain Amended and Restated Intellectual Property Security Agreement dated as of July 19, 2002 by the Grantor in favor of the Collateral Agent for the benefit of the Secured Parties (as from time to time amended, revised, modified, supplemented, or amended and restated, the "IP Security Agreement") and (b) the other Restructure Documents to cause certain intellectual property owned by it and listed on Schedules I, II, III and IV to this Supplement (the "Additional Collateral") to become subject to the IP Security Agreement; and

WHEREAS, a material part of the consideration given in connection with and as an inducement to the execution by the Collateral Agent and other Secured Parties of the Restructure Documents was the obligation of the Grantor to grant a security interest in the Additional Collateral to the Collateral Agent for the benefit of the Secured Parties, whether then owned and not required to be subject to a pledge or subsequently acquired or created; and

WHEREAS, the Secured Parties have required the Grantor to grant to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional Collateral in accordance with the terms of the IP Security Agreement and the other Restructure Documents;


NOW, THEREFORE, the Grantor hereby agrees as follows with the Collateral Agent, for the benefit of the Secured Parties:

1. The Grantor hereby affirms and acknowledges the grant of security interest in the Additional Collateral contained in the IP Security Agreement and hereby grants to the Collateral Agent for the benefit of the Secured Parties a first priority lien and security interest in the Additional Collateral listed on Schedules I, II, III and IV and all proceeds thereof.

2. The Grantor hereby acknowledges, agrees and confirms that, by its execution of this Supplement, the Additional Collateral constitute "Collateral" under and is subject to the IP Security Agreement. Each of the representations and warranties with respect to Collateral contained in the IP Security Agreement is hereby made by the Grantor with respect to the Additional Collateral. Revised Schedules I, II, III and IV to the IP Security Agreement reflecting the Additional Collateral are being delivered herewith to the Collateral Agent.

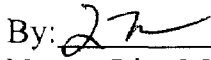
IN WITNESS WHEREOF, the Grantor has caused this Supplement to be duly executed by its authorized officer as of the day and year first above written.

COMCAR LOGISTICS, INC.,
a Florida corporation

By: 
Name: Milton E. Jacobs
Title: Secretary & Treasurer

Acknowledged and accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent for the Secured Parties

By: 
Name: Lisa Marshall
Title: Senior Vice President

SCHEDULE II

Trademarks and Trademark Applications

Pending Application

Mark	Serial No.	Filing Date
CL COMCAR LOGISTICS and Design	78-063,870	5/16/01