

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

1. Name of conveying party(ies):
Commercial Carrier Corporation
502 East Bridgers Avenue
Auburndale, FL 33823
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Florida
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

10-5-02

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
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

OFFICE OF PUBLICATION RECORDS
FINANCE SECTION
2002 OCT -3 AM 10:12

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) 78,060,606
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

10/10/2002 TDIAZ1 00000170 78060606
01 FC:481 40.00 OP

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Supplement"), dated as of July 19, 2002 is made by and between **COMMERCIAL CARRIER CORPORATION**, 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.

COMMERCIAL CARRIER CORPORATION,
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 |
|--|------------|-------------|
| CCC COMMERCIAL CARRIER CORPORATION and Design | 78-060,606 | 6/29/99 |

October 8, 2002

Via Express Mail:
EV184333705US

Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231

Re: Recordation of Security Agreement Supplement of Trademarks.
Attorney Docket Number: 327000.010055

Steven D. Thomas
Attorney at Law

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F 919 416 8322
steventhomas@mvalaw.com

Moore & Van Allen PLLC

Offices:
Suite 800
2200 West Main Street
Durham, NC 27705-4658

Mailing Address:
Post Office Box 3843
Durham, NC 27702-3843


Dear Sir/Madam:

Please find enclosed the following documents for recording with the Patent and Trademark Office.

1. Recordation Form Cover Sheet - Trademarks;
2. Security Agreement Supplement of Trademarks, executed July 19, 2002, between Commercial Carrier Corporation and Bank of America, N.A., as Collateral Agent;
3. Check No. 35001 in the amount of Forty Dollars (\$40.00);
4. Postcard acknowledgment of filed Security Agreement Supplement of Trademarks.

Sincerely yours,

Moore & Van Allen PLLC


Steven D. Thomas

CERTIFICATE OF MAILING BY "EXPRESS MAIL"
"Express Mail" mailing label number EV184333705US
I hereby certify that this correspondence is addressed to the Commissioner of Patents and Trademarks, BOX ASSIGNMENTS, Washington, DC 20231 and is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date noted below.

TIM KIRILL
(Typed or printed name of person mailing paper or fee)


(Signature of person mailing papers or fee)

10/8/02
(Date of Signature)