Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (exp. 6/30/2005) U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY				
To the Director of the U.S. Patent and Trademark Office: Please	record the attached documents or the new address(es) below			
<ol> <li>Name of conveying party(les)/Execution Date(s):</li> </ol>	2. Name and address of receiving party(ies)			
Rock-It Cargo,USA, Inc.	Additional names. addresses, or citizenship attached? ☐ Yes ☐ No			
	Name: Spring Capital Partners, L.P.			
☐ Individual(s) ☐ Association	Internal Address: 5 <sup>th</sup> Floor			
☐ General Partnership ☐ Limited Partnership	Street Address: 2 East Read Street			
☑ Corporation-Delaware	City: Baltimore			
□ Other	State: MD			
Citizenship (see guidelines)	Country: USA Zip: 21202			
Execution Date(s) September 30, 2004	☐ Association Citizenship			
Additional Names of conveying parties attached?□ Yes ■ No	☐ General Partnership Citizenship			
3. Nature of conveyance:	🗷 Limited Partnership Citizenship			
	☐ Corporation Citizenship			
☐ Assignment ☐ Merger	Other Citizenship			
☑ Security Agreement ☐ Change of Name	If assignee is not domiciled in the United States, a domestic			
□ Other	representative designation is attached:   Yes  No  (Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and identi	fication or description of the Trademark.			
A. Trademark Application No.(s)	B. Trademark Registration No.(s)			
	1687916 1681267 1587918 1587915			
	2401198 Additional sheet(s) attached? ☑ Yes ☐ No			
C. Identification or Description of Trademark(s) (and Filing	Date if application or Registration Number is unknown):			
See attached Exhibit A				
5. Name & address of party to whom correspondence 6. Total number of applications and				
concerning documents should be mailed:	registrations involved: 5			
Name: Bobbi Milliken				
Internal Address:	7. Total fee (37 CFR 2.6(b0(6) & 3.41) \$ 225.00			
Cooley Godward LLP	☐ Authorized to be charged by credit card			
Street Address: 11951 Freedom Drive	☑ Authorized to be charged by deposit account			
	☐ Enclosed			
City: Reston	8. Payment Information:			
State: <b>VA</b> Zip: <b>20190</b>	a. Credit Card Last 4 Numbers			
Phone Number: 703-456-8140	Expiration Date			
Fax Number: 703-456-8100	b. Deposit Account Number 03-3115			
Email Address: bmilliken@cooley.com	Authorized User Name Cooley Godward LLP			
9. Signature:	October 5, 2004			
Signature	Date			
Bobbi Milliken	Total number of pages including cover 9			
Name of Person Signing	sheet, attachments, and document:			

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450. Alexandria, VA 22313-1450

## EXHIBIT A

# TRADEMARKS

Description	Registration Number	Registration Date
ROCK-IT CARGO	1687916	May 19, 1992
AIR AND SEA ROCK-IT CARGO	1681267	March 31, 1992
ROCK-IT CARGO AIR AND SEA	1587918	March 20, 1990
ROCK-IT CARGO	1587915	March 20, 1990
ROCK-IT AIR CHARTER	2401198	November 7, 2000
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RECORDATION FORM COVER SHEET			
TRADEMARKS ONLY			
	e record the attached documents or the now address(es) below		
1. Name of conveying party(les)/Execution Date(s):	2. Name and address of receiving party(ies)		
Rock-It Cargo,USA, Inc.	Additional names, addresses, or difizenship attached?		
	Name: Spring Capital Partners, L.P.		
☐ Individual(s) ☐ Association	Internal Address: 5 <sup>th</sup> Pieer		
☐ General Partnership ☐ Limited Partnership	Street Address: 2 East Read Street		
☑ Corporation-Delaware	City: Baltimere		
Citi coople (an activities)	State: MD		
Citizenship (see guidelines)	Country: USA Zip: 21202		
Execution Date(s)	☐ Association Citizenship		
Additional Names of conveying parties attacheu? 🗆 Yes 🗷 No	General Partnership Citizenship		
3. Nature of conveyance:	☐ Limited Partnership Citizenship		
☐ Assignment ☐ Merger	D Other Citizenship		
Security Agreement □ Change of Name	If assignee is not domicited in the United States, a domestic		
□ Other	representative designation is attached:   Yes  No  (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and identi			
A. Trademark Application No.(s)	B. Trademark Registration No.(a)		
··	1687916 1681287 1587916 1587915		
	2401198 Additional sheet(s) attached? M Yes I No		
C. )dentification or Description of Trademark(s) (and Filing i	^- n¬		
See attached Exhibit A	wate is application of registration retiriber is unknown);		
E blanca di militare afronte de la constante d	<u> </u>		
5. Name & address of party to whom correspondence concerning documents should be malled:	6. Total number of applications and registrations involved:		
Name: Bobbi Millikeri			
Internal Address:	7. Total fee (37 CFR 2.6(b0(6) & 3.41) \$ 225.00		
Cooley Godward LLP	Authorized to be charged by credit card		
Street Address: 11961 Freedom Drive	Authorized to be charged by deposit account		
<u></u>	☐ Enclosed		
City: Reston	8. Payment Information:		
State: <u>VA</u> <u>Zip: 20190</u>	a. Credit Card Last 4 Numbers		
Phone Number: 703-456-8140	Expiration Date		
Fax Number: 703-456-8100	b. Deposit Account Number 03-3115		
Ernall Address: bmilliken@cooley.com	Authorized User Name Cooley Godward LLP		
9. Signature: October 1 , 2004			
Bobbi Milliken (Signaturé)	Date		
Name of Person Signing	Total number of pages including cover sheet, attachments, and document:		

Deciments to be recorded (including cover sheet) should be fexed to (703) 306-5985, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Sex 1450, Alexandra, VA 22313-1450

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[Execution Copy]

#### PROPRIETARY RIGHTS SECURITY AGREEMENT

THIS PROPRIETARY RIGHTS SECURITY AGREEMENT (this "Agreement") is entered into as of September \_\_\_, 2004 by and between SPRING CAPITAL PARTNERS, L.P., a Delaware limited partnership (the "Secured Party") and ROCK-IT CARGO, USA, INC., a Delaware corporation (the "Grantor").

#### RECITALS

- A. Secured Party has agreed to make a certain advance of money and to extend certain financial accommodation to Grantor (the "Loan") in the amounts and manner set forth in that certain Investment Agreement by and among the Secured Party and Grantor dated as of the date hereof (as may be amended from time to time, the "Investment Agreement"). Any capitalized term used herein and not otherwise defined herein shall have the meaning given to it in the Investment Agreement.
- B. Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in its Proprietary Rights to secure the obligations of Grantor under the Investment Agreement.
- C. Pursuant to the terms of a certain Security Agreement dated as of the date hereof executed in connection with the Investment Agreement (as may be amended from time to time, the "Security Agreement"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

#### AGREEMENT

Now, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Investment Agreement and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents warrants, covenants and agrees as follows:

- 1) To secure their respective obligations under the Investment Agreement and under any other agreement now existing or hereafter arising between Secured Party and Grantor, Grantor hereby grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Proprietary Rights (including, without limitation, those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof.
- This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured

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Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Investment Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

- 3) Grantor hereby represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Proprietary Rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.
- 4) In the event that the Grantor forms any subsidiary or Affiliate after the date hereof, and receives the consent of the Secured Party to do so, such new subsidiary or Affiliate shall promptly execute a joinder signature page to this Agreement (and shall update Exhibits A, B and C attached hereto as necessary to include its copyrights. patents and trademarks), and in doing so shall become an obligor hereunder for all intents and purposes under this Agreement and the term "Grantor" shall thereafter be deemed to refer collectively to Rock-It Cargo USA, Inc. and such joined parties. In the event that such a joinder is executed, the parties agree that it is their intention that nothing in such joinder shall be construed to extinguish, release or discharge or constitute, create or effect a novation of, or constitute an agreement to extinguish any of the obligations or liabilities of any of the parties under the provisions of this Agreement. In addition, the Grantor agrees that any such additional Grantor executing a joinder signature page hereto shall take all steps and perform or cause to be performed all actions requested by the Secured Party to administer, supervise and protect the Proprietary Rights (including such additional Grantor's Proprietary Rights) and to maintain the Secured Party's perfected security interest in the Proprietary Rights (including such additional Grantor's Proprietary Rights).

[Signature Page Follows]

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2.

IN WITNESS WHEREOF, the parties have caused this Proprietary Rights Security Agreement to be duly executed by its officers thereunto duly authorized, as of the first date written above.

#### GRANTOR:

ROCK-IT CARGO, USA, INC., a Delaware corporation

By:

Name: David C. Bernstein

Title: Chief Executive Officer

Address: VI 800 Byberry Road, Suite 909 Huntingdon Valley, PA 19006-3518

SECURED PARTY:

SPRING CAPITAL PARTNERS, L.P.

By: Spring Capital Investors, LLC its General Partner

Debend Mark Standard

Member

Address: The Latrobe Building, 5th Floor, 2 East Read Street

Baltimore, Maryland 21202

[SIGNATURE PAGE TO PROPRIETARY RIGHTS SECURITY AGREEMENT]

## EXHIBIT A

## **COPYRIGHTS**

DescriptionRegistrationRegistrationDateDate

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2.

#### EXHIBIT B

## **PATENTS**

Registration/ Registration/
Application Application
Description Number Date

## EXHIBIT C

## **TRADEMARKS**

Description	Registration/ Application Number	Registration/A pplication Date
ROCK-IT CARGO	1687916	May 19, 1992
AIR AND SEA ROCK-IT CARGO	1681267	March 31, 1992
ROCK-IT CARGO AIR AND SEA	1587918	March 20, 1990
ROCK-IT CARGO	1587915	March 20, 1990
ROCK-IT AIR CHARTER	2401198	Nov 7 2000

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**RECORDED: 10/01/2004**