



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

[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.
- 2) 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

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]

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: 

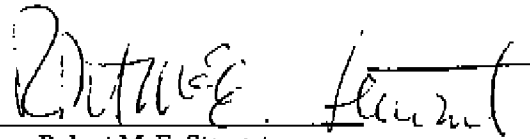
Name: David C. Bernstein
Title: Chief Executive Officer

Address: 1800 Byberry Road, Suite 909
Huntingdon Valley, PA 19006-3518

SECURED PARTY:

SPRING CAPITAL PARTNERS, L.P.

By: **Spring Capital Investors, LLC**
its General Partner

By: 
Robert McE. Stewart,
Member

Address: The Latrobe Building, 5th Floor,
2 East Read Street
Baltimore, Maryland 21202

[SIGNATURE PAGE TO PROPRIETARY RIGHTS SECURITY AGREEMENT]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
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EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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EXHIBIT C**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/A pplication Date</u>
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