

04-15-2005

4/13/05

RECO  
TR



102982340

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

GTS Holdings, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) February 25, 2005

- Assignment
- Security Agreement
- Other Ack. of Int. Prop. Coll. Lien
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: CapitalSource Finance LLC

Internal

Address: David R. Zimmerman II

Street Address: 4445 Willard Ave., 12th Floor

City: Chevy Chase

State: Maryland

Country: USA Zip: 20815

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship \_\_\_\_\_  
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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2707705, 2707706, 2527326, 2290304

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Lloyd J. MacNeil, Esq.

Internal Address: Morgan, Lewis & Bockius LLP

Street Address: 300 South Grand Avenue, 22nd Floor

City: Los Angeles

State: California Zip: 90071

Phone Number: (213) 612-7389

Fax Number: (213) 612-2501

Email Address: lmacneil@morganlewis.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

OPR/FINANCE  
APR 13 PM 12:23

**9. Signature:**

April 8, 2005

04/14/2005 ECOOPER 00000003 2707705 Signature

Date

01 FC:8521 (40.00) Lloyd J. MacNeil  
02 FC:8522 75.00-00 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

TRADEMARK  
REEL: 003146 FRAME: 0967

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

**Continuation**

1. Name of conveying party(ies):

CLS BCP, Inc. a Delaware corporation  
CLS Worldwide Services, LLC, a Delaware limited liability company  
CLS Transportation Los Angeles, LLC, a Delaware limited liability company  
CLS Transportation San Francisco, LLC, a Delaware limited liability company  
CLS New York, LLC, a Delaware limited liability company  
CLS Colorado, LLC, a Delaware limited liability company  
Empire International Ltd., a Delaware corporation  
Paragon Systems, Inc., a Delaware corporation  
Empire Limousine, Ltd., a Georgia corporation  
Empire Chauffeur Service, Ltd., a California corporation  
Securecar, Inc., a New Jersey corporation  
Exec-U-Car Limousine, Inc., a New Jersey corporation

1-LA/826545.1  
Recordation of Acknowledgment of Intellectual  
Property Collateral Lien  
Receiving Party: CapitalSource Finance LLC

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of February 25, 2005, by and among the Grantors listed on the signature pages hereto (individually, a "**Grantor**", and collectively, the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent for the Lenders under the Credit Agreement described below (in such capacity, the "**Secured Party**").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among the Grantors, the Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to provide Loans to the Borrowers (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof among the Grantors and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "**Security Agreement**"), each of the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its respective Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the

Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party, for itself and the benefit of the Lenders, of a lien on and security interest in all of its right, title and interest in, to and under the following (herein referred to as “**Intellectual Property Collateral**”):

(i) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(ii) all renewals, reissues, continuations or extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(iv) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (b) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral reaffirmed herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

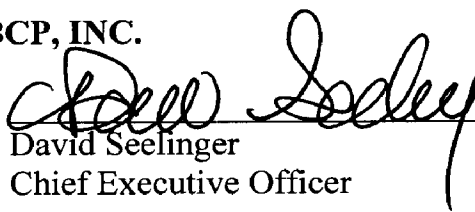
[Signatures appear on the following page]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

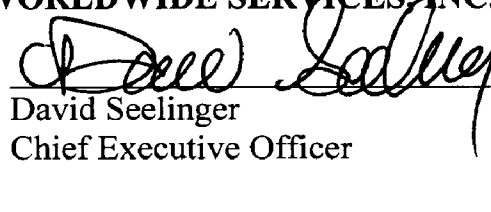
**GTS HOLDINGS, INC.**

By:   
Name: David Seelinger  
Title: Chief Executive Officer

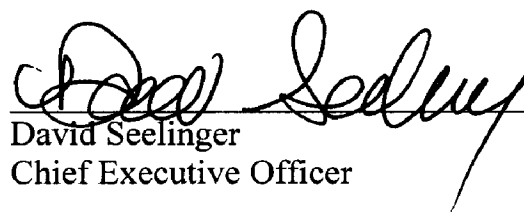
**CLS BCP, INC.**

By:   
Name: David Seelinger  
Title: Chief Executive Officer


**CLS WORLDWIDE SERVICES, INC.**

By:   
Name: David Seelinger  
Title: Chief Executive Officer

**CLS TRANSPORTATION LOS ANGELES, LLC**

By:   
Name: David Seelinger  
Title: Chief Executive Officer

**CLS TRANSPORTATION SAN FRANCISCO, LLC**

By:   
Name: David Seelinger  
Title: Chief Executive Officer

**CLS NEW YORK, LLC**

By: David Seelinger  
Name: David Seelinger  
Title: Chief Executive Officer

**CLS COLORADO, LLC**

By: David Seelinger  
Name: David Seelinger  
Title: Chief Executive Officer

**EMPIRE INTERNATIONAL, LTD.**

By: David Seelinger  
Name: David Seelinger  
Title: Chief Executive Officer

**PARAGON SYSTEMS, INC.**

By: David Seelinger  
Name: David Seelinger  
Title: Chief Executive Officer

**EMPIRE LIMOUSINE, LTD.**

By: David Seelinger  
Name: David Seelinger  
Title: Chief Executive Officer

**EMPIRE CHAUFFEUR SERVICE, LTD.**

By: David Seelinger  
Name: David Seelinger  
Title: Chief Executive Officer

**SECURECAR, INC.**

By: \_\_\_\_\_

Name: David Seelinger

Title: Chief Executive Officer

**EXEC-U-CAR LIMOUSINE, INC**

By: \_\_\_\_\_

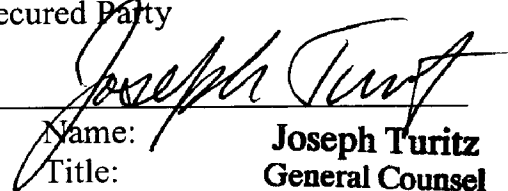
Name: David Seelinger

Title: Chief Executive Officer

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC,**  
as Secured Party

By: \_\_\_\_\_



Name:

**Joseph Turitz**

Title:

**General Counsel  
Corporate Finance Group**



STATE OF New Jersey

COUNTY OF Bergen

)  
) ss.  
)

On 3/4/5, before me, LARRY Abraham  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared David Seelinger  
Name of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

LARRY ABRAHAM  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 4/16/2006  
I.D. No. 122

Larry Abraham  
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

- Individual
- Corporate Officer

Title(s)

- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is Representing:  
Name of Person(s) or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

**Acknowledgement of Intellectual Property  
Collateral Lien**

Title or Type of Document

Two (2)

Number of Pages

February 25, 2005

Date of Document

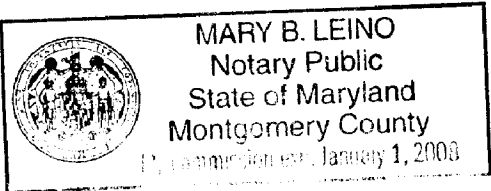
Signer(s) Other Than Named Above

STATE OF Maryland )  
 ) ss.  
COUNTY OF Montgomery )

On Mar. 8, 2005, before me, Mary B. Leino, Notary Public,  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Joseph Reritz - Gen. Counsel - Corporate,  
Name of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whos name(s) is/are subscribed to the within instrument and acknowledged t me that he/she/they executed the same in his/her/their authorize capacity(ies), and that by his/her/their signature(s) on the instrument th person(s), or the entity upon behalf of which the person(s) actec executed the instrument.



WITNESS my hand and official seal.

Mary B. Leino  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited
- Attorney-In-Fact  General

- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is Representing:  
Name of Person(s) or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

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**Acknowledgement of Intellectual Property  
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\_\_\_\_\_  
Title or Type of Document

Two (2)  
Number of Pages

February 25, 2005  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

**SCHEDULE I**  
to  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**  
**TRADEMARK REGISTRATIONS**

<b>Entity</b>	<b>Trademark</b>	<b>Filing Date</b>	<b>Registration No.</b>
Empire International, Ltd.	"EMPIRE INTERNATIONAL LTD"	March 21, 2001	2707706
Empire International, Ltd.	"EMPIRE INTERNATIONAL LTD" "CHAUFFEURED TRANSPORTATION"	March 21, 2001	2707705
Empire International, Ltd.	"EMPIRE INTERNATIONAL"	March 21, 2001	2527326
Empire International, Ltd.	"WORLD CLASS SERVICE"	December 7, 1998	2290304