

RECC

07-07-1999

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original documents or copy thereof.

To the Honorable Commissioner of Patent

1. Name of conveying party(ies):

Supershuttle International, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 17, 1999

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address:

Street Address: 777 Long Ridge Road
Building B, 1st Floor
City: Stamford State: CT ZIP: 06927

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
75/546,996

B. Trademark Registration No.(s)
1,422,276 1,716,579 2,133,047
1,629,477 2,133,049
1,629,481 2,133,050

Additional numbers attached? Yes No

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

Name: Laura E. Goldbard, Esq.

Internal Address:

Street Address: Stroock & Stroock & Lavan LLP

180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Heather L. Danzig

Laura E. Goldbard

Name of Person Signing

Signature

July 2, 1999

Date

10

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

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

TRADEMARK
REEL: 001924 FRAME: 0251

SUPERSHUTTLE INTERNATIONAL, INC., a Delaware corporation;
SUPERSHUTTLE FRANCHISE CORPORATION, a Delaware corporation;
SUPERSHUTTLE ARIZONA, INC., an Arizona corporation,
SUPERSHUTTLE LEASING, INC. an Arizona corporation;
SUPERSHUTTLE OF SAN FRANCISCO, INC., a California corporation;
SUPERSHUTTLE DFW, INC., a Texas corporation;
SUPERSHUTTLE ORANGE COUNTY, INC., a California corporation;
SUPERSHUTTLE OF AUSTIN, INC., a Texas corporation;
SHUTTLE ASSOCIATES, LLC, a New York limited liability company;
SUPERSHUTTLE LOS ANGELES, INC. a California corporation; and
SHUTTLE EXPRESS, INC., a Maryland corporation.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 17, 1999, by SUPERSHUTTLE INTERNATIONAL, INC., a Delaware corporation, SUPERSHUTTLE FRANCHISE CORPORATION, a Delaware corporation, SUPERSHUTTLE ARIZONA, INC., an Arizona corporation, SUPERSHUTTLE LEASING, INC., an Arizona corporation, SUPERSHUTTLE OF SAN FRANCISCO, INC., a California corporation, SUPERSHUTTLE DFW, INC., a Texas corporation, SUPERSHUTTLE ORANGE COUNTY, INC., a California corporation, SUPERSHUTTLE OF AUSTIN, INC., a Texas corporation, SHUTTLE ASSOCIATES, LLC, a New York limited liability company, SUPERSHUTTLE LOS ANGELES, INC., a California corporation, SHUTTLE EXPRESS, INC., a Maryland corporation (each referred to as "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as agent ("Agent") for the benefit of Lender Group.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties and Lender Group (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender Group has agreed to make Loans subject to and in accordance with the terms and conditions of the Credit Agreement and the other Loan Documents;

WHEREAS, in order to induce Lender Group to enter into the Credit Agreement and other Loan Documents and to induce Lender Group to make the Loans and provide other financial accommodations as provided for in the Credit Agreement, Grantor has pursuant to that certain Guaranty dated as of the date hereof agreed to guarantee payment of the Obligations;

WHEREAS, Lender Group is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group, either that certain Borrower Security Agreement or that certain Guarantor Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, each Grantor is required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby grants to Agent, for the benefit of Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the Trademarks and Trademark Licenses to which any Grantor is a party including those referred to on Schedule I hereto;

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

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by each Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Lender Group, pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender Group with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that on the date hereof (a) Schedule 1 hereto accurately and completely lists all of the Trademarks in which each Grantor holds any right, title or interest and (b) each Grantor holds all right, title and interest to such Trademarks.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUPERSHUTTLE INTERNATIONAL, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE FRANCHISE CORPORATION

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE ARIZONA, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE LEASING, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE OF SAN FRANCISCO, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE DFW, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE ORANGE COUNTY, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE OF AUSTIN, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SHUTTLE ASSOCIATES, LLC

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE LOS ANGELES, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SHUTTLE EXPRESS, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent for the benefit of Lender Group

By: 

Name: Frederick J. Maurice

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark Reg. No. Date

1. United States Patent and Trademark Office, Registration No. 1,422,276 registered December 23, 1986 for the service mark "SUPERSHUTTLE" which is held by SuperShuttle International, Inc.
2. United States Patent and Trademark Office, Registration No. 1,629,477 registered December 25, 1990 for the service mark of the lining of a feature of the mark representing the colors blue and yellow of van with the letters "SUPERSHUTTLE" on its side which is held by SuperShuttle International, Inc. The correction of the state of incorporation and address of SuperShuttle International, Inc. stated in the Certificate of Registration is in process.
3. United States Patent and Trademark Office, Registration No. 1,629,481 registered December 25, 1990 for the service mark of the lining of a feature of the mark representing the colors blue and yellow of van with the letters "SUPERSHUTTLE" on its side which is held by SuperShuttle International, Inc. The correction of the state of incorporation and address of SuperShuttle International, Inc. stated in the Certificate of Registration is in process.
4. United States Patent and Trademark Office, Registration No. 1,716,579 registered September 15, 1992 for the service mark "EXECUCAR" which is held by SuperShuttle International, Inc.
5. Mexican Trademark Registration No. 499557 registered March 28, 1995 for the service mark "SUPERSHUTTLE" which is held by SuperShuttle International, Inc.
6. An application for registration has been filed with the Canadian Patent and Trademark Office to register the service mark "SuperShuttle."
7. An application for registration has been filed with the Canadian Patent and Trademark Office to register the service mark of Blue and Yellow Color Combo.
8. An application for registration has been filed with the United States Patent and Trademark Office, Serial No. 75-546,996 for the mark "No More Than 3 Stops."
9. United States Patent and Trademark Office, Registration No. 2133049 registered January 27, 1998 for the service mark "SuperSedan" which is held by SuperShuttle International, Inc.
10. United States Patent and Trademark Office, Registration No. 2133050 registered January 27, 1998 for the service mark "SuperCab" which is held by SuperShuttle International, Inc.

11. United States Patent and Trademark Office, Registration No. 2133047 registered January 27, 1998 for the service mark "SuperTaxi" which is held by SuperShuttle International, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

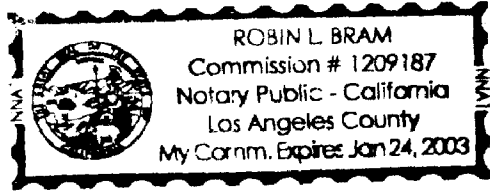
State of California

County of Los Angeles } ss.

On June 17, 1999, before me, Robin L. Bram, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Thomas C. Lavoy
Name(s) of Signer(s)

personally known to me
 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.

Robin L. Bram
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

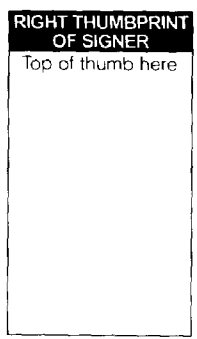
Title or Type of Document: Trademark Security Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____