

SCHEDULE A

Federal Registration

Registration No.: 1,758,786
Registered: 03/16/93
Expiration Date: 03/16/03
Trademark: "Beaver Express" and/or logo of Beaver
Registrant: Western Parcel Express
Class: 39: Freight Transportation by Truck

State Registration - Oklahoma

Registration No.: 24958
Registered: 05/11/92
Expiration Date: 05/11/02
Trademark: "Beaver Express" and/or logo of Beaver
Registrant: Western Parcel Express
Class: 105: Transportation and Storage

1/395175

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of this 9th day of April, 1998 by and between Western Parcel Express, a California corporation having a principal place of business at 9939 Norwalk Boulevard, Santa Fe Springs, California 90670 ("Assignor") and Beaver Express, Inc., a Delaware corporation having a principal place of business at 4310 Oklahoma Avenue, Woodward, Oklahoma 73802 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks, trademark registrations and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof (the "Marks");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Mark had been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (4) in the implementation or perfection of this Agreement.

3. Miscellaneous. This Agreement represents the entire agreement and understanding between the parties and may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first above written.

WESTERN PARCEL EXPRESS

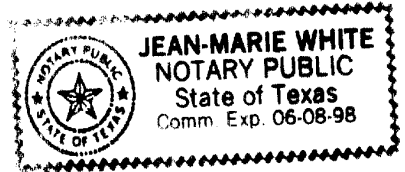
By: [Signature]
Title: CEO and Treas.

STATE OF TEXAS)
COUNTY OF TRAVIS)

April 9, 1998

Then personally appeared the above-named W. JACKSON LAMB, JR. CEO AND TREASURER of Western Parcel Express, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

[Signature]
Notary Public
My Commission Expires _____



DS1.395175.1