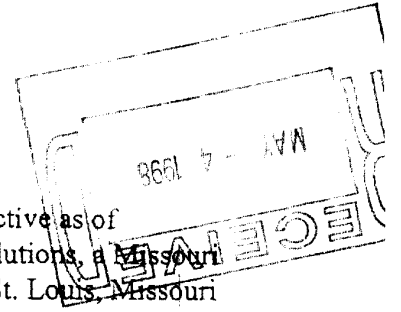


TRANSFER AGREEMENT



This Transfer Agreement ("this Agreement") is made and entered into, effective as of April 27, 1998 ("the Effective Date"), by and between First Class Solutions, a Missouri Partnership having a principal place of business at 2060 Concourse Drive, St. Louis, Missouri 63146-4119. ("First Class") and First Class Solutions, Inc., a Missouri corporation having a principal place of business at 2060 Concourse Drive, St. Louis, Missouri 63146-4119 ("First Class, Inc.")

I. RECITALS

Whereas First Class is the owner of U.S. Trademark Registration No. 1,719,095 for "First Class Solutions" granted September 22, 1992 and claiming a date of first use of April 1, 1989.

Whereas the parties are interested in transferring the Mark to First Class, Inc.

Now, therefore, in consideration of the representations and covenants set forth herein, the parties agree as follows:

II. Definitions

A. **MARK.** The "Mark" means the mark "First Class Solutions" in any form, including without respect to font, size, color, shape, punctuation, and spacing.

B. **FIRST CLASS RIGHTS.** "First Class Rights" means all U.S. and foreign trademark rights of First Class to the Mark together with the good will of the business symbolized by the Mark, and the First Class Registration.

III. TERMS AND CONDITIONS

1. **Assignment of Trademark Rights.** First Class hereby sells, assigns, transfers and conveys to First Class, Inc., its successors and assigns, all right, title and interest in and to the First Class Rights, including the right to enforce the First Class Rights against any third party liable for past, present or future infringement, and the right to any money or other consideration which is obtained or due from any such enforcement, whether through judgment, settlement, licensing or otherwise. First Class, Inc. shall solely bear all costs associated with maintaining the First Class Registration. First Class agrees that it will not attack the title of First Class, Inc. to the Mark or attack the validity of this Agreement and the rights of First Class, Inc. hereunder.

2. **Money Consideration.** No money consideration shall be paid by either party.

3. **Representations and Warranties.**

3.1 First Class represents and warrants that it has the power and authority to grant any and all rights granted to First Class, Inc. under this Agreement, and that it is the sole and exclusive owner of the First Class Rights. First Class warrants that to the best of its present knowledge, the First Class Rights are free and clear of all encumbrances, including, without limitation, security interests, liens, charges, or other restrictions.

4. **Assignment.** This Agreement is binding upon and inures to the benefit of the successors and assigns of First Class, Inc. and First Class.

ACCEPTED BY:

First Class Solutions

Raymond J. Dunn
Signature

Raymond J. Dunn
Print Name

Partner
Title

4/27/98
Date

ACCEPTED BY:

First Class Solutions, Inc.

Raymond J. Dunn
Signature

Raymond J. Dunn
Print Name

President
Title

4/27/98
Date

first/transferassign

BILL OF ASSIGNMENT

First Class Solutions, a Missouri partnership having a principal place of business at 2060 Concourse Drive, St. Louis, Missouri 63146-4119 ("First Class") in an agreement entitled "Transfer Agreement" dated May 1, 1997, did sell, assign, transfer and convey, free and clear of all presently known liens, claims and encumbrances of any kind, to First Class Solutions, Inc., a Missouri corporation having a principal place of business at 2060 Concourse Drive, St. Louis, Missouri 63146-4119, ("First Class, Inc.") its successors and assigns, all right, title and interest in and to all U.S. and foreign trademark rights of First Class to the mark "First Class Solutions" together with the good will of the business symbolized by the mark "First Class Solutions", and U.S. Service Mark Registration No. 1,719,095 issued September 22, 1992.

In witness hereof, First Class, Inc. and First Class have caused this Bill of Assignment to be executed by their respective duly authorized officers on this 27 day of April, 1998.

First Class Solutions

First Class Solutions, Inc.

Raymond J. Dunn
Signature

Raymond J. Dunn
Signature

Raymond J. Dunn
Print Name

Raymond J. Dunn
Print Name

Partner
Title

President
Title

first/billofassignment