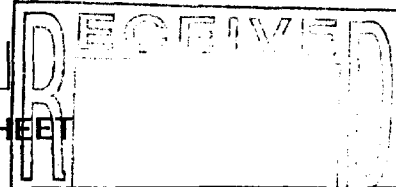


09-17-1998



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



9-14-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership
- Corporation  Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/17/1998 DNGUYEN 00000148 1552260

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 1788 FRAME: 0531

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (412) 355-6288

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,552,260	1,555,087	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Jonathan C. Parks

Name of Person Signing

Signature

9/11/98

Date Signed

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, is made and entered into as of the 12th day of August, 1998 by and between ATS Ohio, Inc., a Delaware corporation (hereinafter "Assignor") and ATS Acquisition Company, L.L.C., a New Jersey limited liability company (hereinafter "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademark registrations and the trade names, trademarks, and service marks listed in Exhibit A attached hereto and made a part hereof (hereafter the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring, and Assignor is desirous of transferring, all of Assignor's right, title and interest in the Trademarks and the goodwill associated therewith, including its right to sue for and collect for past infringement thereof.

NOW, THEREFORE, for the consideration tendered to and accepted by the Assignor pursuant to a certain Asset Purchase Agreement, dated as of July 1, 1998, as amended, among the Assignee, Assignor and BMI Transportation, Inc. and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties do agree as follows:

1. Assignor represents and warrants that it is the sole and exclusive owner of all right, title and interest in the Trademarks, and that Assignor has the unconditional, unrestricted and unencumbered right to assign the same to Assignee.
2. Assignor does hereby sell, assign, transfer, and convey to Assignee all right, title and interest in and to each of the Trademarks and the Registration thereof, together with the goodwill of the business symbolized by each such Trademark and all rights to take action against, and to collect and keep all judgments for, infringement of said Trademarks for all past, present and future infringement of each such Trademark.
3. Assignor agrees to execute any other documents requested by Assignee necessary to effect this assignment or its recordation.
4. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be on original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be duly executed by its authorized officer as of the date first above written.

ATS OHIO, INC.

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

Its: \_\_\_\_\_

ATS ACQUISITION COMPANY, L.L.C.

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

Its: \_\_\_\_\_

STATE OF

*New York*

COUNTY OF

*New York*

...  
...  
...

SS:

On this 12th day of August, 1998, before me, a notary public, the undersigned officer, personally appeared *F. Suffolk Maywood*, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that she/he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

*Dora Lee Edwards*  
Notary Public

**DORA LEE EDWARDS**  
Notary Public, State of New York  
No. 24-4504159  
Qualified in Kings County  
Commission Expires Dec. 31, *1999*

STATE OF New York  
COUNTY OF New York

SS:

On this 12th day of August, 1998, before me, a notary public, the undersigned officer, personally appeared Frank E. Walters III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that she/he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Dora Lee Edwards  
Notary Public

**DORA LEE EDWARDS**  
Notary Public, State of New York  
No. 24-4504159  
Qualified in Kings County  
Commission Expires Dec. 31, 1999

EXHIBIT A

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Atlantic Technical Services	1,552,260	August 15, 1989
ATS	1,555,087	September 5, 1989