



03-22-1999



100990841

TRADEMARK

U.S. PATENT & TRADEMARK OFFICE  
RECEIVED  
FEB 24 P 3:30

02-24-1999  
U.S. Patent & TMOic/TM Mail Rcpt Dt. #64

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

07114 55-42-00

#### 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)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

03/19/1999 DNGUYEN 00000297 1541913

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
25.00 DP

652

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: 1871 FRAME: 0167

**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

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)**

<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"/>

**Registration Number(s)**

<input type="text" value="1541913"/>	<input type="text" value="1537701"/>	<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.

Michael B. Kirwan

*Michael B. Kirwan*

*Michael B. Kirwan*

2/23/99

Name of Person Signing

Signature

Date Signed

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated effective as of September 30, 1997, is from TRANSIT GROUP, INC., a Florida corporation ("Assignor"), to MOMENTUM LOGISTICS, INC., f/k/a GENERAL PARCEL CORPORATION, a Florida corporation ("Assignee").

## W I T N E S S E T H :

**WHEREAS**, In connection with that certain Asset Purchase Agreement dated effective as of September 30, 1997, as amended (the "Asset Purchase Agreement"), which Asset Purchase Agreement is incorporated herein by this reference for all purposes, Assignor has agreed to transfer to Assignee certain trademarks of Assignor, as more particularly described herein.

**WHEREAS**, In accordance with the Asset Purchase Agreement, Assignor desires to assign to Assignee all right, title and interest in and to the trademarks and related United States trademark registrations and pending applications identified on Appendix 1 attached hereto (collectively, the "Trademarks"), together with any and all goodwill of the business associated with the Trademarks;

**WHEREAS**, Assignee desires to acquire the Trademarks and all goodwill of the business associated therewith from Assignor; and

**WHEREAS**, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals (which are part of this Assignment), \$10.00 in hand paid, the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor has adopted, used and is using the Trademarks and hereby assigns to Assignee all right, title and interest in and to the Trademarks worldwide, together with (i) the goodwill and the business symbolized by the Trademarks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives, all as of the day and year first above written.

ASSIGNOR:

TRANSIT GROUP, INC.

By: Wayne N. Nehums  
Wayne N. Nehums, Executive Vice President

Sworn to and subscribed before me this 23rd day of February, 1999.

Melanie L. Johnson  
Notary Public

[NOTARY SEAL]

My Commission Expires:

APPROVED AND ACCEPTED BY:

ASSIGNEE:

MOMENTUM LOGISTICS, INC., f/k/a  
GENERAL PARCEL CORPORATION

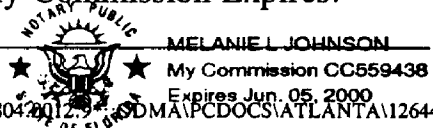
By: Paul K. Saffell  
Paul K. Saffell, President

Sworn to and subscribed before me this 23rd day of February, 1999.

Melanie L. Johnson  
Notary Public

[NOTARY SEAL]

My Commission Expires:

  
28804201294.DMA\PCDOCS\ATLANTA\126442\1  
Rev. February 22, 1999

**APPENDIX 1**

<b><u>Trademark</u></b>	<b><u>Registration or Application No.</u></b>
General Parcel Service Logo	R1,541,913
General Parcel Service Name	R1,537,701

28804.0012.9\*::ODMA\PCDOCS\ATLANTA\126442\1

Rev. February 22, 1999