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U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Plea

101004862

1. Name of conveying party(ies)  
FDSI Logistics, Inc.

Individual(s) \_\_\_\_\_ Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_  
 Corporation - State California  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies):  
 Name: ProfitSource Corporation  
 Internal Address: ProfitSource Corporation  
 Street Address: 695 Town Center Drive, Suite 400  
 City: Costa Mesa State: CA Zip 92626

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation - State: Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying Party(i)  
 Yes  No



3. Nature of conveyance: 03-18-1999  
 Assignment J.S. Patent & TMOfc/TM Mail Rcpt Dt. #61  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: December 14, 1998

f assignee is not domiciled in the United States, a domestic  
 representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional Name(s) & address(es) attached:  
 Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s): \_\_\_\_\_ B. Trademark Registration No.(s): 1782961; 1776793

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning documents should be mailed:  
 Name: Andrea Sloan Pink  
 Internal Address: Gibson, Dunn & Crutcher  
Jamboree Center  
 Street Address: 4 Park Plaza  
 City Irvine State CA Zip 92614

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (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.

Andrea Sloan Pink Andrea Sloan Pink 3/16/99  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 3

04/06/1999 DNGUYEN 00000115 1782961

01 FCT 001 No. 0651-0011 40.00 DP  
 02 FCT 002 25.00 DP

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

OA990500.178/3+

TRADEMARK  
REEL: 1879 FRAME: 0035

**TRADEMARK ASSIGNMENT**

This ASSIGNMENT, effective 12/8/98, is made from FDSI Logistics, Inc., a California corporation, whose principal place of business is Encino, CA (hereinafter "Assignor"), to ProfitSource Corporation, a Delaware corporation whose principal place of business is 695 Town Center Drive, Suite 400, Costa Mesa, CA 92626 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the trademark(s), and the U.S. trademark registration(s)/application(s) therefor (hereinafter the "Mark(s)") listed in schedule A attached hereto;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated \_\_\_\_\_, pursuant to which Assignor has sold to Assignee certain assets as defined therein;

WHEREAS, the assets include all rights, title and interest in and to the Mark(s), together with the good will of the business pertaining thereto.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Mark(s), and the registrations and applications therefor, together with the good will of the business pertaining thereto.

(FDSI Logistics, Inc.)

Dated: 12/8/98

By 

Name: Marvin Landon

Title: President & CEO

**SCHEDULE A**

**to Patent and Trademark Security Agreement**

**FDSI LOGISTICS, INC.**

**U.S. Trademarks of the Grantor**

<b>Patent, Trademark</b>	<b>Reg. No. or Serial No.</b>	<b>Owner</b>
<b>FDSI OUTSOURCED LOGISTICS</b>	<b>1,782,961</b>	<b>Freight Distribution Services, Inc.</b>
<b>FDSI</b>	<b>1,776,793</b>	<b>Freight Distribution Services, Inc.</b>
<b>THE TRAVEL AGENT OF FREIGHT BUSINESS</b>	<b>035127</b>	<b>Freight Distribution Services</b>