

01-06-2000

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TUCKER FLYER, P.C.

Suite 400

1615 L Street, N.W.

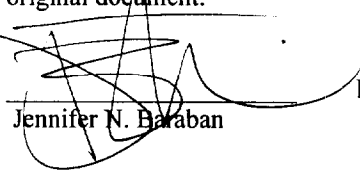
Washington, D.C. 20036-5612

(202) 452-8600



101239463

MD 12-15-99

<p>1. NAME OF CONVEYING PARTY:</p> <p>Matthew Tucker an individual 30 Stoner Avenue #3F Great Neck, NY 11021</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY(IES):</p> <p>RightFreight.com, Inc. a Delaware corporation 30 Stoner Avenue #3F Great Neck, NY 11021</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>3a. EXECUTION DATE: November 8, 1999 3b. EFFECTIVE DATE: November 8, 1999</p>	<p>2a. ASSIGNEE A FOREIGN ENTITY Yes: ___ No: <u>X</u></p> <p>2b. DOMESTIC REPRESENTATIVE DESIGNATED: Yes: ___ No: <u>X</u></p>
<p>4a. TRADEMARK APPLICATION NO.:</p> <p>Ser. No. 75/741,667</p> <p>Additional numbers attached ___ Yes <u>X</u> No</p>	<p>4b. TRADEMARK REGISTRATION NO.:</p> <p>Additional numbers attached? ___ Yes <u>X</u> No</p>
<p>5. NAME AND ADDRESS OF CORRESPONDENT:</p> <p>Norm D. St. Landau, Esq. Tucker Flyer P.C. 1615 L Street, N.W., Suite 400 Washington, D.C. 20036-5612</p> <p>Our Ref: 30001.300</p>	
<p>6. TOTAL NUMBER OF TITLES: 1</p> <p>7. TOTAL FEE: \$40.00</p> <p>8. CHECK ENCLOSED: <u>X</u> YES (CHARGE ANY ADDITIONAL FEES TO DEPOSIT ACCOUNT NO. 20-1582)</p> <p>(File cover page in duplicate)</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p> Jennifer N. Baraban</p> <p>Date: <u>12/13/99</u> 1 of 1</p>



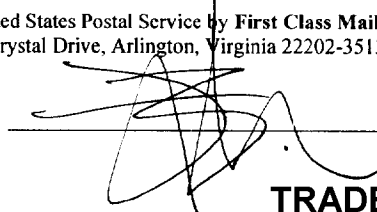
12-15-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #64

I hereby certify that a copy of this document is being deposited with the United States Postal Service by First Class Mail, addressed to: **BOX: ASSIGNMENT/FEE**, The Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513, this 13th day of December, 1999

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TRADEMARK
REEL: 002007 FRAME: 0318

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the ____ day of October, 1999, by and between Matthew Tucker, an individual, having an address of 30 Stoner Avenue, #3F, Great Neck, NY 11021(hereinafter referred to as "ASSIGNOR"), and RightFreight.com, Inc., a corporation having a principal place of business at 30 Stoner Avenue, #3F, Great Neck, NY 11021 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has filed an Intent to Use Application for the Mark RIGHTFREIGHT ("Mark") Serial No. 75/741667 for the Mark.

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Mark worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE, all rights, title, and interest in and to the Mark worldwide.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. ASSIGNOR hereby assigns and sells to ASSIGNEE, ASSIGNEE's successors and assigns all worldwide rights, title, and interest in and to the Mark, including all common law rights, federal rights, including those associated with his application Serial No. 75/741667, trade name rights, and the goodwill associated therewith.

B. ASSIGNOR further assigns to ASSIGNEE the right to sue for past infringement and to recover and hold all damages and profits arising from the Mark.

C. ASSIGNOR shall not attempt to register hereinafter any corporate name, trademark and/or domain name incorporating the term "RightFreight" or any phonetic variants thereof.

D. ASSIGNEE shall have the right to use the Mark pursuant to the License Agreement between the parties attached hereto and made a part hereof.

E. ASSIGNEE shall pay a total purchase price of ten dollars (\$10.00) for this assignment immediately upon receipt of a fully executed copy of this Assignment

F. ASSIGNOR warrants that there are no licenses, encumbrances, or other agreements, either written, oral or implied, relating to the aforementioned Mark, other than the License Agreement between the parties and attached hereto. ASSIGNOR warrants that it is not aware of any litigation, dispute or potential dispute regarding the Mark. ASSIGNOR warrants that it is not aware of any defects in the procurement of the Mark or his application Serial No. 75/741667.

G. ASSIGNOR further warrants that, upon the request of ASSIGNEE, it will execute all papers, make all rightful oaths, testify on behalf of ASSIGNEE, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Mark to ASSIGNEE and otherwise carry out the intent of this Agreement.

H. This Assignment shall be binding upon ASSIGNOR, ASSIGNOR 's successors and assigns, and upon all others acting by, through, with or under ASSIGNOR 's direction or control, and all those in privity therewith.

I. This Assignment constitutes the entire agreement between the parties into which all prior agreements and negotiations are incorporated herein, and it supercedes any prior agreements.

Executed at _____, this _____ day of _____, 1999.

MATHEW TUCKER,
an individual

By:  _____

Executed at _____, this _____ day of October, 1999.

RIGHTFREIGHT.COM, INC.,
a _____ corporation

By:  _____

STATE OF New York)
)
COUNTY OF New York)
)

ss:

On November 8, 1999, before me, Jason Newfield, personally appeared Matthew Tucker, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JASON A. NEWFIELD
NOTARY PUBLIC, STATE OF NY
NO. 02NE5059034
QUALIFIED IN NASSAU COUNTY 2000
COMMISSION EXPIRES APRIL 22, 2000

[SEAL]

Signature Jason A Newfield

STATE OF New York)
)
COUNTY OF New York)
)

ss:

On November 8, 1999, before me, Jason A Newfield, personally appeared Matthew Tucker, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JASON A. NEWFIELD
NOTARY PUBLIC, STATE OF NY
NO. 02NE5059034
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES APRIL 22, 2000

[SEAL]

Signature Jason A Newfield