

05-05-2000

Form PTO-1594

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OMB No. 0651-0011 (exp. 4/94)

MND RECO 4.13.00



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Name: **Federal Express Corporation**

- Individual Association
- General Partnership Limited Partnership
- Corporation-State of Delaware
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **Fedex International Transmission Corporation**

Street Address **2005 Corporate Avenue**

City: **Memphis** State: **TN** Zip: **38132**

APR 13 PM 3:28
COPY/FINANCE

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other **LICENSE AGREEMENT**

Execution Date: December 30, 1994

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- State of Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule

See Attached Schedule

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Leslie Bertagnolli**

Internal Address: **One Prudential Plaza**

Street Address: **130 East Randolph Drive, Suite 3500**

City: **Chicago** State: **Illinois** ZIP: **60601**

6. Total number of applications and registrations involved: **18**

7. Total fee (37 CFR 3.41): **\$465.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

05/04/2000 JSH00077 00000257 1338475

DO NOT USE THIS SPACE

01 FD:401 60.00 00
02 FD:402 405.00 00

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.

Leslie Bertagnolli
Name of Person Signing

Leslie Bertagnolli
Signature

3/28/00
Date

Total number of pages comprising cover sheet:

EXHIBIT A
to
SERVICE MARK USE AGREEMENT
between
FEDERAL EXPRESS CORPORATION
and
FEDEX INTERNATIONAL TRANSMISSION CORPORATION

<u>MARK</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>
FEDERAL EXPRESS PENNANT LOGO	1,338,406
FEDEX	1,311,503
EXPRESSCLEAR	74/232008
POWERSHIP	1,828,163
POWERSHIP 2	1,525,382
EXPRESSFREIGHTER	1,732,187
COSMOS	1,481,087
FLYING TIGERS	999,837
TIGERS	1,543,890
PARTSBANK	1,157,604
INTERNATIONAL PRIORITY	1,322,793
FEDEX INTERNATIONAL EXPRESSFREIGHT	1,719,615
FEDEX/FEDERAL EXPRESS	74/548979
THE WORLD ON TIME	1909467
FEDEX WORLD	74/510328
FLYING TIGERS LINE	1,004,930
FEDERAL EXPRESS LOGO - CLASS 39	1,652,622
IDS INTERNATIONAL DISTRIBUTION SERVICE	1,602,888

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to
SERVICE MARK USE AGREEMENT
between
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and
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TIGERS	1,543,890
PARTSBANK	1,157,604
INTERNATIONAL PRIORITY	1,322,793
FEDEX INTERNATIONAL EXPRESSFREIGHT	1,719,615
FEDEX/FEDERAL EXPRESS	74/548979 → 1,927,568
THE WORLD ON TIME	1909467
FEDEX WORLD	74/510328 → 2,144,827
FLYING TIGERS LINE	1,004,930
FEDERAL EXPRESS LOGO - CLASS 39	1,652,622
IDS INTERNATIONAL DISTRIBUTION SERVICE	1,602,888

SERVICE MARK AGREEMENT

This Agreement is entered into on this 30 day of December, 1994, by and between FEDERAL EXPRESS CORPORATION, a corporation organized and existing under the laws of the State of Delaware, (hereinafter referred to as "LICENSOR"), and FEDEX INTERNATIONAL TRANSMISSION CORPORATION, a corporation organized and existing under the laws of the State of Delaware, (hereinafter referred to as "LICENSEE").

RECITALS:

1. LICENSOR owns the SERVICE MARKS and the applications and registrations therefor listed on the attached Exhibit A, (hereinafter called the "SERVICE MARKS").
2. LICENSOR is the proprietor of certain systems, specifications, standards, products, practices, procedures, instructions, know-how, trade secrets and business methods relating to the express transportation business, including the express pick-up and delivery of high priority goods, documents, packages and cargo (hereinafter referred to as "SERVICES")
3. LICENSEE, desires a license to use the SERVICE MARKS in connection with the provision of the SERVICES on behalf of LICENSOR and LICENSOR is willing to grant such license to LICENSEE.

IN CONSIDERATION of the promises and covenants set forth in this Agreement, the parties agree as follows:

SECTION 1. GRANT.

1.1 Subject to the terms and conditions of this Agreement, LICENSOR grants to LICENSEE a non-exclusive, royalty-free license to use the SERVICE MARKS in connection with rendering the SERVICES on behalf of LICENSOR.

SECTION 2. USE OF SERVICE MARKS.

2.1 LICENSEE agrees that all use of the SERVICE MARKS by LICENSEE shall inure to the benefit of LICENSOR.

2.2 LICENSEE shall effectively use the SERVICE MARKS solely in providing the SERVICES requested by LICENSOR and for no other services. LICENSEE shall use the SERVICE MARKS in accordance with the standards and specifications of LICENSOR.

SECTION 3. SERVICES.

3.1 LICENSOR shall have the right to inspect the SERVICES rendered by LICENSEE in connection with the SERVICE MARKS at any time and LICENSOR may conduct such inspection in any manner LICENSOR decides appropriate for assuring LICENSOR that the quality of the SERVICES are satisfactory for use in connection with the SERVICE MARKS, such quality to be commensurate with LICENSOR'S normal standards.

SECTION 4. OWNERSHIP OF SERVICE MARKS.

4.1 LICENSEE shall take all reasonable steps to safeguard the right, title and interest of LICENSOR in and to the SERVICE MARKS. It is expressly understood, however, that LICENSEE shall not be responsible for the maintenance or the validity of the SERVICEMARK registrations in the TERRITORY or for the payment of the fees necessary for such maintenance. LICENSEE disclaims any present or future right, title or interest in the SERVICE MARKS and any applications or registrations therefor and agrees to refrain from contesting the title to or validity of the SERVICE MARKS or applications or registrations therefor or the validity of the Agreement. LICENSEE shall not use, register or attempt to register any service mark, trademark, trade name, or other name, mark, design or logo that is similar to any of the SERVICE MARKS.

4.2 LICENSEE shall not use the SERVICE MARKS in any manner on any item, material or device other than as provided in this Agreement.

SECTION 5. TERM.

5.1 This Agreement shall become effective as of the date on which the SERVICE MARKS are first used by LICENSEE in connection with the SERVICES. This Agreement shall continue in force as long as the SERVICE MARKS are valid, if not previously terminated.

SECTION 6. TERMINATION OF AGREEMENT.

6.1 LICENSOR may terminate this Agreement without cause and at its sole discretion after giving LICENSEE notice of its intention to terminate at least thirty (30) days in advance of such termination.

6.2 LICENSEE may terminate this Agreement without cause, at any time after giving LICENSOR written notice of its intention to terminate at least thirty (30) days in advance of such termination.

6.3 Upon termination of this Agreement, LICENSEE shall discontinue all use of the SERVICE MARKS pursuant to the directions of LICENSOR.

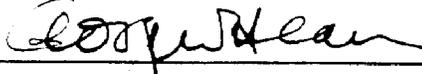
6.4 LICENSOR may terminate this Agreement without cause and at its sole discretion upon notice if at any time LICENSEE is no longer performing the SERVICES for any reason.

SECTION 7. ASSIGNABILITY AND TRANSFERABILITY.

7.1 The license herein granted shall not be assignable or transferable in any manner nor shall LICENSEE have the right to grant sublicenses, except by the written authorization of LICENSOR.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers, thereunto duly authorized all as of the date first written above.

FEDERAL EXPRESS CORPORATION

By: 

George W. Hearn

Title: Vice President, Law, Corporate and Business Transactions

FEDEX INTERNATIONAL TRANSMISSION CORPORATION

By: 

A. Doyle Cloud, Jr.

Title: Executive Vice President

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