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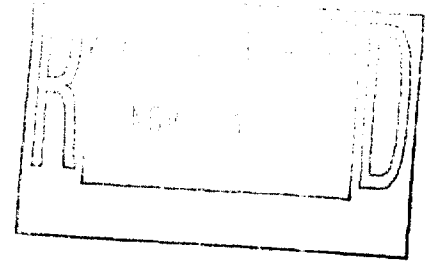


IN THE UNITEL

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MARK OFFICE

Trademark Assignment Cover Sheet



TO: U. S. Patent and Trademark Office  
Office of Public Records - Box Assignment  
Crystal Gateway 4, Room 335  
1213 Jefferson Davis Highway, Third Floor  
Arlington, Virginia 22202

Please find enclosed for recording a copy of the Contribution Agreement between Forward Air Corporation, a Tennessee corporation, and Landair Corporation, a Tennessee corporation, dated as of September 18, 1998, described as follows:

- Conveying Party:** Forward Air Corporation, a Tennessee corporation having an address of 430 Airport Road, Greeneville, Tennessee 37745
- Receiving Party:** Landair Corporation, a Tennessee corporation having an address of 430 Airport Road, Greeneville, Tennessee 37745.
- Nature of Conveyance:** Assignment of the entire interest and goodwill. Pursuant to the Contribution Agreement dated as of September 18, 1998, Forward Air Corporation assigned and transferred its trademarks and goodwill to Landair Corporation.
- The Contribution Agreement/Assignment should be recorded against the following service mark registration:

<u>SERVICE MARK</u>	<u>U.S. Reg. No.</u>
LANDAIR TRANSPORT, INC.	1,825,516

- Correspondence concerning this request should be sent to:

Steven J. Eisen, Esq.  
Baker, Donelson, Bearman, and Caldwell  
1700 Nashville City Center  
511 Union Street  
Nashville, Tennessee 37219

*Charge \$40.00 recording FEE  
+  
Charge \$120.00  
Spec. Ex. FEE*

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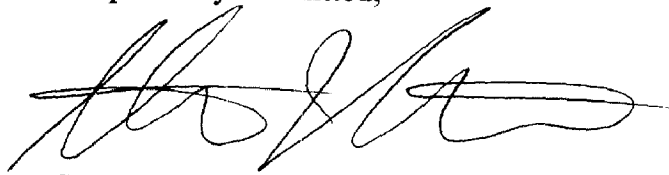
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(40.00 DP)

6. This request concerns one (1) trademark registration.
7. A total fee of \$40.00 is submitted herewith. The Commissioner is hereby authorized to charge any additional payment, or credit any refund that may be due to Deposit Account No. 08-1629.
8. Landair Corporation is domiciled in the United States.
9. To the best knowledge and belief of the undersigned, the information contained on this cover sheet is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,



Steven J. Eisen, Esq.  
Attorney for Forward Air Corporation

Date: October 29, 1999

Baker, Donelson, Bearman & Caldwell  
A Professional Corporation  
1700 Nashville City Center  
511 Union Street  
Nashville, Tennessee 37219  
(615) 726-5600

**CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10**

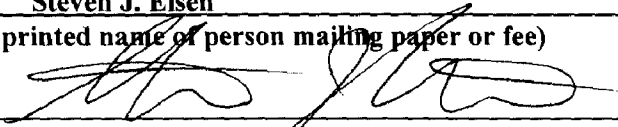
"Express Mail" mailing label number: EJ105775221US

Date of Deposit: October 29, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to U. S. Patent and Trademark Office, Office of Public Records - Box Assignment, Crystal Gateway 4, Room 335, 1213 Jefferson Davis Highway, Third Floor, Arlington, Virginia 22202.

Steven J. Eisen

(Typed or printed name of person mailing paper or fee)



(Signature of person mailing paper or fee)

**CONTRIBUTION AGREEMENT**

This Contribution Agreement, dated as of September 18, 1998 (the "Agreement"), is entered into between Forward Air Corporation (f/k/a Landair Services, Inc.), a Tennessee corporation ("FAF") and Landair Corporation, a Tennessee corporation ("LAC").

**WHEREAS**, FAF and LAC have entered into that certain Distribution Agreement dated as of September 18, 1998 (the "Distribution Agreement"), whereby FAF will distribute all of the outstanding shares of capital stock of LAC to FAF's shareholders (the "Distribution");

**WHEREAS**, FAF currently owns 100 shares of the \$0.01 par value common stock of LAC ("Landair Common Stock"); and

**WHEREAS**, in accordance with Section 3.1(g) of the Distribution Agreement, FAF shall transfer all of the issued and outstanding stock of each of Landair Transport, Inc., a Tennessee corporation ("Transport"), and Volunteer Adjustment, Inc., a Tennessee corporation ("Volunteer"), and other assets directly held by FAF (including trademarks, trade names, goodwill and any other intangibles associated with the Truckload Business (as defined in the Distribution Agreement)) that are associated with the Truckload Business to LAC in exchange for an additional 6,293,442 shares of Landair Common Stock.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **The Contribution.** FAF hereby transfers, conveys and assigns to LAC, in exchange for 6,293,442 shares of Landair Common Stock which shares, together with the 100 shares of original issue Landair Common Stock, represent all of the issued and outstanding shares of LAC, all of the capital stock of Transport and Volunteer evidenced by an executed stock power for each in the form attached hereto as Exhibit A and Exhibit B, and the other assets listed on Schedule 1 attached hereto (the "Contributed Assets").

2. **Assumption of Obligations.** LAC agrees to assume, pay, discharge and perform all of the liabilities of the Truckload Business associated with, arising out of, or related to the Contributed Assets.

3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

4. **Further Assurances.** FAF and LAC will do such additional things as are necessary or proper to carry out and effect the intent of this Agreement or any part hereof or the transactions contemplated hereby.

5. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

**FORWARD AIR CORPORATION**

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

Title: President

**LANDAIR CORPORATION**

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

Title: President

**Schedule 1**

All other assets directly held by Forward Air Corporation and subsidiaries (including trademarks, trade names, goodwill and any other intangibles associated with the Truckload Business (as defined in the Distribution Agreement) that are associated with the Truckload Business, including, but not limited to the Landair Transport, Inc. servicemark and design (Registration No. 1,825,516, Serial No. 74-400,271 and Landair Services, Inc. servicemark and design (Registration No. 1,940,597, Serial No. 74-533-351).