

11-30-2000

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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

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To the Honorable Commissioner of I

101533657

Attached original document(s) or cop(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

*MIP
11.1.00*

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date _____

Conveying Party

Name: Vitran Corporation, Inc.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Citizenship/State of Incorporation/Organization Ontario, Canada

Mark if additional names of conveying parties attached



11-01-2000

U.S. Patent & TMO/TM Mail Rept Dt. #01

Receiving Party

Name: Joshua Emil Acquisition Corporation

Address (line 1) 3340 Greens Road, Building C, Suite 910

Address (line 2) Houston TX 77032

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other _____
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of domestic representative should be attached. (Designation must be a separate document from Assignment)

Mark if additional names of receiving parties

Citizenship/State of Incorporation/Organization Delaware

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
Address (line 1) _____

Correspondent Name and Address

Area Code and Telephone Number: (713) 221-1529

Name Mark A. Tidwell
Address (line 1) Bracewell & Patterson, L.L.P.
Address (line 2) 711 Louisiana, Suite 2900, Houston, TX 77002

Pages Enter the total number of pages of the attached conveyance document including any attachments: 6

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Either enter the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers)

Trademark Application Number (s) _____
Registration Number(s) 1,454,644; 1,420,457

Number of Properties Enter the total number of properties involved. 2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$80.00

Method of Payment: Enclosed Deposit Account Authorization to charge additional fees: Yes No

Deposit Account Number-enter for payment by deposit account or if additional fees can be charged to the account 50-0259

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.

Mark A. Tidwell

Name of Person Signing

Signature

11/01/2000

Date Signed



TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made effective this 21st day of September, 2000, by and between Vitran Corporation Inc. ("Assignor"), a company duly incorporated under the laws of the Province of Ontario, Canada and having offices at 70 University Avenue, Suite 350, Toronto, Ontario M5J 2M4; and Joshua Emil Acquisition Corporation ("Assignee"), a Delaware Corporation having offices at 3340 Greens Road, Building C, Suite 910, Houston, Texas 77032. The Assignor and Assignee are collectively referred to herein as the "Parties".

WHEREAS, the Assignor is the owner of certain trademarks, service marks and trade names, including, but not limited to common law rights in these marks, as represented by the trademarks and their associated registrations and applications as follows:

ROAD LINK	U.S. Reg. No. 1,454,644
ROAD LINK & Design	U.S. Reg. No. 1,420,457

collectively referred to as "Trademarks".

WHEREAS, the Assignor has previously acquired all rights in the Trademark from Borcross Freight Services Corporation ("Borcross"), a New York corporation, which is Assignor's predecessor in interest and the last recorded owner of the Trademarks.

WHEREAS, the Assignee is now interested in acquiring the Trademarks, including all U.S. rights, registrations, and applications, from the Assignor, as part of the business to which the Trademarks pertain, and the Assignor is interested in transferring the Trademarks to the Assignee.

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to (i) the Trademarks and their associated U.S. registrations, together with the goodwill of the business associated with and symbolized by the Trademarks; and (ii) all causes of action, past, present, and future for infringement or unfair competition with respect to the Trademarks.

2. Assignee hereby pays to Assignor, as consideration for the assignment of rights hereunder, the sum of thirty thousand United States dollars (US\$ 30,000).

3. Assignor, will, upon written request of Assignee, its successors and assigns, execute reasonable documents prepared at the expense of Assignee, its successors and assigns, to perfect its title to any and all rights in the Trademarks conveyed hereunder.

4. Assignor will retain no rights in the Trademarks in the U.S. and will not use the Trademarks in the U.S. or any use thereof.

5. Assignor acknowledges Assignee's rights in the Trademarks and will make no attempt, either directly or indirectly, to challenge those rights or undertake any act inconsistent with Assignee's rights, including but not limited to, attempting to register the Trademarks, or any marks similar thereto, or bringing any action or proceeding to contest the validity of or otherwise challenge the Trademarks, or any marks similar thereto, in the U.S.

6. As of the effective date of this Assignment, Assignor knows of no other actual or potential claims or actions or use by third parties that would impair or have a tendency to impair the trademark value of the Trademarks.

IN WITNESS WHEREOF, Assignor has given legal effect to this Assignment by its duly authorized representative.

VITRAN CORPORATION INC.

By: 

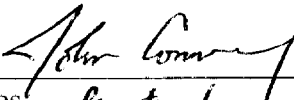
Name: Richard D. McGraw

Title: Chief Executive Officer

~~City~~
STATE OF Toronto §
~~Province~~
COUNTY OF Ontario §
COUNTRY OF Canada §

Personally appeared before me this 21st day of September, 2000, Richard D. McGraw, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)

Notary Public: 
My Commission expires: perpetual

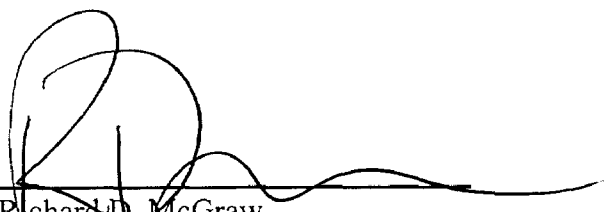
AFFIDAVIT OF RICHARD D. McGRAW

Before me, the undersigned authority, on this day personally appeared Richard D. McGraw, who being duly sworn stated upon his oath as follows:

1. My name is Richard D. McGraw. I am Chief Executive Officer of Vitran Corporation Inc. ("Vitran"). I have been an employee of Vitran since 1983 which is before the date Vitran acquired certain assets, including United States Trademark Registration Nos. 1,454,644 and 1,420,457, from Borcross Freight Services Corporation ("Borcross"). As such, I am authorized and competent to make this affidavit, and I have personal knowledge of each and every fact stated in this affidavit, and same are true and correct.

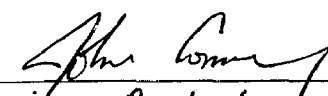
2. On or about January 2, 1994, Vitran purchased certain assets from Borcross. Among the assets that were assigned to Vitran as part of the asset purchase were the trademarks and the corresponding registrations represented by U.S Trademark Reg. Nos. 1,454,644 and 1,420,457, along with the goodwill associated with these trademarks (collectively, "the Marks"). Assignment of the Marks from Borcross to Vitran was accomplished by a written assignment document ("the Assignment") which was retained by Vitran.

3. Vitran has been unable to locate the Assignment, and it is presumed lost. On behalf of Vitran, I am executing this Affidavit in order to establish the chain of title of the Marks from Borcross to Vitran.

By: 
Name: Richard D. McGraw
Title: Chief Executive Officer, Vitran Corporation Inc.

~~Province~~
STATE OF Ontario §
§
COUNTY OF _____ §
§
COUNTRY OF Canada §
§

Personally appeared before me this 21st day of September, 2000, Richard D. McGraw, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) Notary Public: 
My Commission expires: Perpetual