



To the Honorable Commissioner of Patents

101533658

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

Submission Type

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

M&D
11-1-00

Conveyance Type

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

Conveying Party

Name: Vitrin Corporation, Inc.

Formerly _____

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

Mark if additional names of conveying party



11-01-2000

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

Receiving Party

Name: Jeshua Emil Acquisition Corporation

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

Address (line 2) Houston

TX

77032

City

State/Country

Zip Code

- 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)

Citizenship/State of Incorporation/Organization Delaware

Mark if additional names of receiving parties attached

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: *John Conway*
My Commission expires: Perpetual

