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į		U.S. DEPARTMENT OF COMMERCE PATENT AND TRADEMARK OFFICE
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To the Honorable Commissioner of Patents	101533658	.d original document(s) or cop(ies).
Submission Type	Conveyance Type	П I :
New Resubmission (Non-Recordation) Document ID #	■Assignment □ Security Agreement	☐ License ☐ Nunc Pro Tunc Assignment
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☐ Individual ☐ General Partnership ☐ Limited ☐ Citizenship/State of Incorporation/Organization		Association U.S. Patent & TMOfc/TM Mail Ropt I
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ddress (line 2) Houston	TX	77032
City	State/Country	Zip Code
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■Corporation □ Association □ Other	-	stic representative should be attached.
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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 ROAD LINK & Design U.S. Reg. No. 1,454,644

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).

TRADEMARK REEL: 002183 FRAME: 0391

- Assignor, will, upon written request of Assignee, its successors and assigns, 3. 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. CORPORATION INC.

VITRA

Name Richard D. McGraw

Chief Executive Officer

TRADEMARK REEL: 002183 FRAME: 0392

City STATE OF	Toronto	§
Province COUNTY OF _	Ontario	§ . §
COUNTRY OF	Canada	§ - §

Personally appeared before me this $2l^{st}$ 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: Sohr Commission expires: Perpetual

TRADEMARK REEL: 002183 FRAME: 0393

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.

		Name: Richard D. McGraw
		Title: Chlef Executive Officer, Vitran Corporation Inc.
Province STATE OF Untario		
STATE OF Untaria	§	
	§	
COUNTY OF	§	
	č	

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.

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:

- 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.
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	By: Name: Richard IV McGraw Title: Chief Executive Officer, Vitran Corporation Inc.
Prounce STATE OF <u>Ortano</u> §	Title. Chief Executive Officer, vitrair Corporation file.
COUNTY OF §	
COUNTRY OF Canada §	
	ay of September, 2000, Richard D. McGraw, to me known 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.

Notary Public: John Com

My Commission expires: Perpehra | (SEAL)

RECORDED: 11/01/2000