

6-8-01

06-14-2001

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101751877

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

1. Name of conveying party(ies):
CD&L Air Freight, Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State: New York
 Other - _____

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

2. Name and address of receiving party(ies):
 Name: **Sureway Worldwide, LLC**

Internal Address: _____

Street Address: **24-30 Skillman Avenue**

City: **Long Island City** State: **New York** Zip Code: **11101**

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Effective Date: **March 7, 2001**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership - _____
 Corporation - _____
 Other - a New York limited liability company

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 registration number(s):
 A. Trademark Application No.(s)

Trademark Registration No.(s)\

(1,219,433) 2,018,920
1,451,362

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Brian Jaenicke, Legal Assistant**
 Internal Address: **White & Case LLP**

Street Address: **1155 Avenue of the Americas**
 City: **New York** State: **NY** ZIP: **10036**

6. Total number of applications and registration involved **3**

7. Total fee (37 CFR 3.41): \$ **115.00**

Enclosed
 Authorized to be charged to deposit account (in case of deficiency)

8. Deposit account number:
23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

06/13/2001 TDIAZI
 01 FC:481
 02 FC:48P

8000131 1019473
 Name of Person Signing **40.00 OP**
50.00 OP

Brian Jaenicke
 Signature

6/8/01
 Date

Total number of pages comprising cover sheet: **1**

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK ASSIGNMENT

WHEREAS, CD&L AIR FREIGHT, INC. (formerly Sureway Air Traffic Corporation), a corporation organized and existing under and by virtue of the laws of the State of New York and having a principal place of business at 80 Wesley Street, South Hackensack, New Jersey 07606 (“ASSIGNOR”), owns the entire right, title and interest in, to and under the trademarks and the other assigned rights set forth in the attached Schedule A (the “Properties”); and

WHEREAS, SUREWAY WORLDWIDE, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of New York and having a principal place of business at 24-30 Skillman Avenue, Long Island City, New York (“ASSIGNEE”), is desirous of acquiring the entire right, title and interest in, to and under the Properties.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and pursuant to that certain Asset Purchase Agreement, dated as of March 7, 2001, the ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Properties, together with the goodwill of the business symbolized by the Properties, and the registration thereof, and further including: all income, royalties, and damages now and hereafter due and/or payable to ASSIGNOR, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world;

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE ASSIGNOR HEREBY covenants and agrees that the ASSIGNOR has full right to convey the entire interest herein assigned, and that the ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

AND THE ASSIGNOR HEREBY further covenants and agrees that the ASSIGNOR will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNOR respecting the Properties, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Properties.

IN TESTIMONY WHEREOF, the undersigned have caused this Assignment to be duly executed by a duly authorized officer and their respective seals affixed hereto as of the date set forth below.

ASSIGNOR

CD&L AIR FREIGHT, INC.

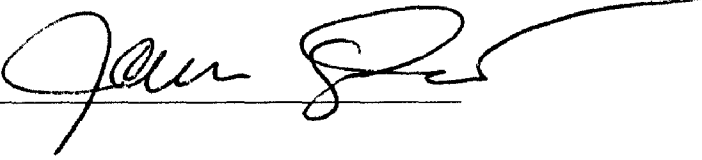
By: Mark Carlesimo

Its: Vice President

Date: March 30, 2001

ASSIGNEE

SUREWAY WORLDWIDE, LLC

By:  _____

Its: _____

Date: _____

PROPERTIES**REGISTERED UNITED STATES TRADEMARKS**

<u>TRADEMARK</u>	<u>OWNED BY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
SUREWAY	CD&L AIR FREIGHT, INC. (SUREWAY AIR TRAFFIC CORPORATION)	1,219,433	12/7/82
SUREWAY AIR TRAFFIC	CD&L AIR FREIGHT, INC. (SUREWAY AIR TRAFFIC CORPORATION)	1,451,362	8/4/87
SUREWAY AIR EXPRESS	CD&L AIR FREIGHT, INC. (SUREWAY AIR TRAFFIC CORPORATION)	2,018,920	11/26/96

OTHER ASSIGNED RIGHTS

1. All right, title and interest to all of Assignor's common law intellectual property rights that may exist.