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07-03-2001



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6.18.01

To the Honorable Commissioner of Patents and Trademark

copy thereof.

1. Name of conveying party(ies):

Union Pacific Corporation
7930 Clayton Road
St. Louis, MO 63117-1368

- Individual(s)
- General Partnership
- Corporation - State of Utah
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: Transentric LLC

Internal Address: _____

Street Address: 7930 Clayton Road

City: St. Louis State: MO ZIP: 63117-1368

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached.

Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 16, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/123,632	76/123,633	76/123,649	76/123,648	76/123,647
76/123,631	76/177,824	76/178,141	76/178,143	76/178,142
76/178,144	76/178,140	76/178,145	76/178,146	76/178,138
76/178,137	76/177,822	76/177,823	76/178,149	76/178,200
76/178,201	76/178,202	76/091,808	76/091,809	76/087,611
76/087,610	76/203,457	76/203,450	76/203,679	76/203,678
76/221,555	76/221,556	76/221,557	76/221,558	76/221,559
76/221,560				

B. Trademark registration No.(s)



06-18-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #73

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cathryn A. Berryman
Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: Thirty-six (36)

7. Total fee (37 CFR 3.41): \$ 915.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447

(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.

Cathryn A. Berryman
Name of Person Signing

Cathryn A. Berryman 6/11/01
Signature Date

Total number of pages including recordal sheet: Four (4)

ASSIGNMENT

THIS ASSIGNMENT is effective as of the 16th day of May, 2001, by and between Union Pacific Corporation, a Utah corporation, having its principal place of business at 7930 Clayton Road, St. Louis, MO 63117-1368, ("ASSIGNOR) in favor of Transentric LLC, a Delaware limited liability company, having its principal place of business at 7930 Clayton Road, St. Louis, MO 63117-1368 ("ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an Agreement dated May 16, 2001, whereby ASSIGNOR has agreed to convey to ASSIGNEE all of its respective ownership interests in the names, logos, trademarks, and/or service marks, and certain registrations and/or applications related thereto, that are identified on Exhibit A, which is attached hereto and incorporated by reference herein (collectively, the "Trademarks") in exchange for certain common stock certificates in ASSIGNEE; and

WHEREAS, ASSIGNOR acknowledges that this Assignment is intended to effectuate a complete transfer to ASSIGNEE of all rights in and to the Trademarks.


NOW, THEREFORE, for such good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby grant, sell, assign, transfer and deliver unto ASSIGNEE, its successors and assigns, all of its right, title and interest, including domestic and foreign, if any, in and to (i) the Trademarks, together with all intellectual property rights therein and all of the goodwill associated therewith, and any registrations therein, (ii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks, and (iii) all causes of action, either in law or in equity, for past, present, or future infringement based on the Trademarks, together with the right to sue for and collect the same. ASSIGNOR further agrees to assist and cooperate with ASSIGNEE in all reasonable respects, execute all documents and subject to reasonable availability, give testimony and take all further acts as ASSIGNEE or its successors and assigns may reasonably deem necessary to acquire, transfer, maintain, secure and enforce the rights assigned herein. Pursuant to this Assignment, ASSIGNEE shall have full right and authority to secure proprietary rights in the Trademarks throughout the world and to have and hold such rights for the full term thereof.

Union Pacific Corporation

By:

Name:

Title:


Charles R. Eisele
VP- Strategic Planning + Administration

TRADEMARK

REEL: 002322 FRAME: 0626

EXHIBIT A**DESCRIPTION OF TRADEMARKS**

USPTO APPLICATION	STATUS	SERIAL NO./FILE DATE
TM: RAILHAWK (CL 9)	Application Filed	App Serial No.: 76/123632 Date Filed: 09/06/2000
TM: YARDHAWK (CL 9)	Application Filed	App Serial No.: 76/123633 Date Filed: 09/06/2000
TM: FUELHAWK (CL 9)	Application Filed	App Serial No.: 76/123649 Date Filed: 09/06/2000
TM RAILHAWK (CL 42)	Application Filed	App Serial No.: 76/123648 Date Filed: 09/06/2000
TM: YARDHAWK (CL 42)	Application Filed	App. Serial No.: 76/123647 Date Filed: 09/06/2000
TM: FUELHAWK (CL 42)	Application Filed	App. Serial No.: 76/123631 Date Filed: 09/06/2000
TM: BULKVISION (CL 9)	Application Filed	App. Serial No.: 76/177824 Date Filed: 12/07/2000
SM: BULKVISION (CL 42)	Application Filed	App. Serial No.: 76/178141 Date Filed: 12/07/2000
TM: COMMODITYVISION (CL 9)	Application Filed	App. Serial No.: 76/178143 Date Filed: 12/07/2000
SM: COMMODITYVISION (CL 42)	Application Filed	App. Serial No.: 76/178142 Date Filed: 12/07/2000
TM: ITEMVISION (CL 9)	Application Filed	App. Serial No.: 76/178144 Date Filed: 12/07/2000
SM: ITEMVISION (CL 42)	Application Filed	App. Serial No.: 76/178140 Date Filed: 12/07/2000
TM: UNITVISION (CL 9)	Application Filed	App. Serial No.: 76/178145 Date Filed: 12/07/2000
SM: UNITVISION (CL 42)	Application Filed	App. Serial No.: 76/178146 Date Filed: 12/07/2000
TM: SHIPMENTVISION (CL 9)	Application Filed	App. Serial No.: 76/178138 Date Filed: 12/07/2000
SM: SHIPMENTVISION (CL 42)	Application Filed	App. Serial No.: 76/178137 Date Filed: 12/07/2000
TM: COALVISION (CL 9)	Application Filed	App. Serial No.: 76/177822 Date Filed: 12/07/2000
SM: COALVISION (CL 42)	Application Filed	App. Serial No.: 76/177823 Date Filed: 12/07/2000
TM: OMNIVISTICS (CL 9)	Application Filed	App. Serial No.: 76/178149 Date Filed: 12/07/2000
SM: OMNIVISTICS (CL 42)	Application Filed	App. Serial No.: 76/178200 Date Filed: 12/07/2000
TM: HAWKEYE DESIGN (CL 9)	Application Filed	App. Serial No.: 76/178201 Date Filed: 12/07/2000
SM: HAWKEYE DESIGN (CL 42)	Application Filed	App. Serial No.: 76/178202 Date Filed: 12/07/2000
TM: TRANSETRIC (CL 9)	Application Filed	App. Serial No.: 76/091808 Date Filed: 07/17/2000
SM: TRANSETRIC (CL 39)	Application Filed	App. Serial No.: 76/091809 Date Filed: 07/17/2000

USPTO APPLICATION	STATUS	SERIAL NO./FILE DATE
TM: TRANSETRIC (CL 9)	Application Filed	App. Serial No.: 76/081611 Date Filed: 07/12/2000
SM: TRANSETRIC (CL 38 and 39)	Application Filed	App. Serial No.: 76/087610 Date Filed: 07/12/2000
TM: MISCELLANEOUS DESIGN (Solid Eye) (CL 9)	Application Filed	App. Serial No.: 76/203,457 Date Filed: 01/31/2001
SM: MISCELLANEOUS DESIGN (Solid Eye) (CL 42)	Application Filed	App. Serial No.: 76/203,450 Date Filed: 01/31/2001
TM: MISCELLANEOUS DESIGN (Flare Eye) (CL 9)	Application Filed	App. Serial No.: 76/203,679 Date Filed: 01/31/2001
SM: MISCELLANEOUS DESIGN (Flare Eye) (CL 42)	Application Filed	App. Serial No.: 76/203,678 Date Filed: 01/31/2001
TM: TRANXML (CL 9)	Application Filed	App. Serial No.: Not Known Date Filed: 03/07/2001
SM: TRANXML (CL 42)	Application Filed	App. Serial No.: Not Known Date Filed: 03/07/2001
TM: TRANSXML (CL 9)	Application Filed	App. Serial No.: Not Known Date Filed: 03/07/2001
SM: TRANSXML (CL 42)	Application Filed	App. Serial No.: Not Known Date Filed: 03/07/2001
TM: SIGHTVISION (CL 9)	Application Filed	App. Serial No.: Not Known Date Filed: 03/07/2001
SM: SIGHTVISION (CL 42)	Application Filed	App. Serial No.: Not Known Date Filed: 03/07/2001