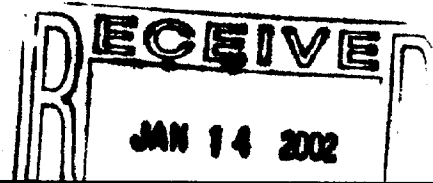


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):  
 Arnold Industries, Inc. 1.1402

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Arnold Logistics, LLC  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 4410 Industrial Road  
 City: Camp Hill State: PA Zip: 17011

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Pennsylvania  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
 Execution Date: November 30, 2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
1814529

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Kevin M. Gold, Esquire  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Rhoads & Sinon LLP  
One So. Market Sq., P.O. Box 1146  
 City: Harrisburg State: PA Zip: 17108-1146

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (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.*

Kevin M. Gold, Esquire            12/3/01  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of November, 30<sup>th</sup>, 2001 by Arnold Industries, Inc., a Pennsylvania corporation, with its principal place of business at 625 South Fifth Avenue, Lebanon, Pennsylvania 17042 ("Assignor") to Arnold Logistics, LLC, a Pennsylvania limited liability company, with its principal place of business at 4410 Industrial Road, Camp Hill, Pennsylvania 17011 ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark and trademark registration set forth on Exhibit A hereto (the "Trademark"), together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademark, together with the good will of the business symbolized thereby.
2. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademark, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.
4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

Arnold Industries, Inc. (Assignor)

By: John J. Gasparovic

Name: JOHN J. GASPAROVIC

Title: SECRETARY & VICE PRESIDENT

STATE OF OHIO )

SS.

COUNTY OF SUMMIT )

On this \_\_\_ day of \_\_\_\_\_, 2001, before me KERRIE A. LEWIS, a Notary Public in and for said state, personally appeared JOHN J. GASPAROVIC known to be to be the person who executed the within instrument on behalf of ARNOLD INDUSTRIES, INC. and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Kerrie A. Lewis  
Notary Public

My Commission Expires:

**KERRIE A. LEWIS**  
NOTARY PUBLIC • STATE OF OHIO  
My Commission Expires 9-18-03

Arnold Logistics, LLC (Assignee)

By: [Signature]

Name: Douglas Euck

Title: President

*Commonwealth*

STATE OF Pennsylvania

SS.

COUNTY OF Dauphin

On this 30<sup>th</sup> day of November, 2001, before me NAINA J. SANGHVI a Notary Public in and for said state, personally appeared Douglas Euck known to me to be the person who executed the within instrument on behalf of Arnold Logistics LLC and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]  
Notary Public

My Commission Expires:

Notarial Seal  
Naina J. Sanghvi, Notary Public  
Harrisburg, Dauphin County  
My Commission Expires April 11, 2002

Member, Pennsylvania Association of Notaries

EXHIBIT A  
U.S. TRADEMARK APPLICATION/REGISTRATION

<u>Mark</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Status</u>
ARNOLD LOGISTICS	74322886	1814529	Registered