

02-22-2002

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EXPRESS MAIL NO.: EL 501 742 714 US



RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

2-1102

101989827

Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.
Box Assignment, Washington, DC 20231

1. Name of conveying party(ies):

Alternative Distribution Systems, Inc.

- Individual(s)
- General Partnership
- Corporation - Delaware
- Other _____

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

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

Name: ADS Logistics, LLC

Internal Address: 935 West 175th Street

Homewood, Illinois 60430-2028

City State ZIP

- 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: December 31, 2001

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

A. Trademark Application No.(s) See attached schedule

B. Trademark registration No.(s) See attached schedule

Additional numbers attached? Yes No

76196130

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

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036

Attn.: Jennifer A. Hamilton
File No.: 010148-0010-999

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41):.....\$ 165

Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

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.

Jennifer A. Hamilton

Reg. No.

Signature

February 11, 2002

Date

Total number of pages comprising cover sheet:

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

02/22/2002 AMNHED1 00000073 161150 76106130

02 FC:482 40.00 CH 125.00 CH

TRADEMARK NY2 - 1273487.1
REEL: 002447 FRAME: 0257

**TRADEMARK SCHEDULE**

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Appl./Reg. Date</u>
United States	LOMAS	76/186,130	Dec. 22, 2000
	LOMAS	76/186,129	Dec. 22, 2000
	LOMAS	2,509,907	Nov. 20, 2001
	E-TRANZIT	76/186,064	Dec. 22, 2000
	E-TRANZIT & Design	76/186,063	Dec. 22, 2000
	E-TRANZIT & Design	76/132,331	Sept. 19, 2000
Canada	E-TRANZIT & Design	1089058	Jan. 12, 2001
Mexico	E TRANZIT	468539	Sept. 15, 2000

CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT (this "Confirmatory Assignment"), made and entered into as of December 31, 2001, is by and between Alternative Distribution Systems, Inc., a Delaware corporation located and doing business at 935 W. 175th Street, Homewood, Illinois 60430 ("Assignor"), and ADS Logistics, LLC, a Delaware limited liability company, located and doing business at 935 W. 175th Street, Homewood, Illinois 60430, ("Assignee.")

WHEREAS, Assignor and Assignee entered into a Bill of Sale, Assignment and Assumption Agreement, dated as of 12/31/01, whereby Assignor sold and transferred to Assignee most of its assets, including all of its intellectual property and all goodwill thereto (the "Sale");

WHEREAS, Assignor and Assignee intend for this Confirmatory Assignment to evidence said transfer of all right, title, and interest in Assignor's intellectual property to Assignee;

WHEREAS, the intellectual property transferred by the Sale is subject to a security interest held by Société Générale, to which said intellectual property remains subject;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all right, title, and interest throughout the world to the following:

(a) All computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers,

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features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware; all software programs (including source code and object code and all related applications and data files); all firmware associated therewith; all documentation (including flow charts, logic diagrams, manuals, guides and specifications) for such hardware, software and firmware described above; and all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing, including without limitation the properties set forth in Schedule A;

(b) All copyrights and all semiconductor chip product mask works, whether statutory or common law, registered or unregistered, including without limitation all right, title, and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including without limitation licenses, royalties, income, payments, claims, damages, and proceeds of suit, including without limitation the properties set forth in Schedule B ;

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(c) All letters patent and applications for letter patent throughout the world, including all patent applications in preparation for filing anywhere in the world; all patent licenses; all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations; all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present, or future infringements of any patent or patent application, and for breach or enforcement of any patent license, and all rights corresponding thereto throughout the world, including without limitation the properties set forth in Schedule C;

(d) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, whether currently in use or not, all registrations and recordings thereof and applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings, applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof of any foreign country, including without limitation the properties set forth in Schedule D;

(e) Common law and statutory trade secrets and all other confidential and proprietary information and all know-how obtained by or used in or contemplated at any time for use in the business of Assignor (each of the foregoing being called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and

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things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

2. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, the successors, assigns and heirs of the parties hereto and their respective businesses.

IN WITNESS WHEREOF, the parties have executed this instrument as of this 31st day of December, 2001.

Alternative Distribution Systems, Inc.

By: Krista Hatch
Name:
Title:

ADS Logistics, LLC

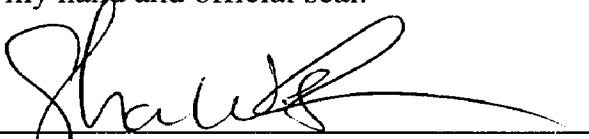
By: Krista Hatch
Name:
Title:

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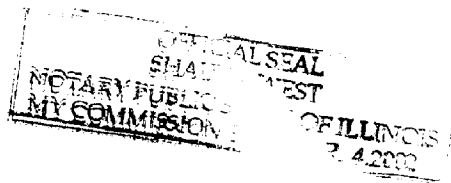
STATE OF Illinois)
COUNTY OF Will) ss.:

On this 31st day of December, 2001, before me personally came Krista Hatcher, to me known, who being by me duly sworn, did depose and say that she resides at 1952 W. Fremont, Cook County, Chicago, IL 60614; that she is the Vice President and Assistant Secretary of Alternative Distribution Systems, Inc., the corporation described in and which executed the above instrument; that she has been authorized to execute said instrument on behalf of said corporation; and that she signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.



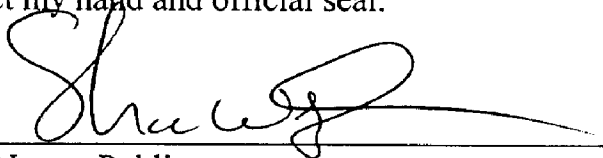
Notary Public



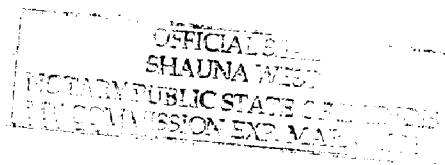
STATE OF Illinois)
COUNTY OF Will) ss.:

On this 31st day of December, 2001, before me personally came Krista Hatcher, to me known, who being by me duly sworn, did depose and say that she resides at 1952 N. Fremont, Oakbrook Park, Chicago IL 60614; that she is a Manager of ADS Logistics, LLC, the Delaware limited liability company described in and which executed the above instrument; that she has been authorized to execute said instrument on behalf of said limited liability company; and that she signed said instrument on behalf of said partnership pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.



Notary Public



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ALTERNATIVE DISTRIBUTION SYSTEMS, INC.
SOFTWARE LICENSE SCHEDULE

AS OF DEC 01, 2001

AGREEMENT BETWEEN	COMMENCEMENT DATE	TERMINATION DATE	PURPOSE	FULLY EXECUTED COPY
Add On Systems, Inc.	April 18, 2000	none	Software for AS/400	Yes
Aldon	3/11/93		Software License Agreement Perpetual license for AS/400 Harmonizer Plus Model F10	Yes
CBA Systems	10/98		Fixed Asset Management System	Yes
IBM		6/30/02	Lotus Notes license agreement	Yes
IBM			Misc. Leases	
Innovative Computing Corporation	11/30/90		Master Software License Agreement	No
	3/5/01		Addendum to software licensing agreement	Yes
	7/26/01	Perpetual	#427 Mileage Interface Host Based (Rand McNally)	No
	6/30/00	Perpetual	Host Based EDI without Premenos	Yes
LaSalle National Bank	4/20/98	10 days written notice	Cashpro+ and ACH Origination Serv. Software License Agreement	No
MBA	2/00		Perpetual software license	

AGREEMENT BETWEEN	COMMENCEMENT DATE	TERMINATION DATE	PURPOSE	FULLY EXECUTED COPY
Microsoft	9-19-01		agreement Office '97 Prof and 2000 Prof., Visio, Visio Prof., PowerPoint, Publisher, Project, '98, NT Server	Yes
Pegasus	April 27, 2000	Completion of work	Software	Yes
	9-1-01	10/31/02	2002 Annual Software Maintenance Agreement Renewals <u>Transflo</u> Software 1 AS/400 Image & Cold Server License 20 AS/400 Image & Cold Client Licenses 1 A/S 400 Transflo Bundle Package including 1 license each for batch scan; index, index validation, import, rendition print, spool file download, inbound fax	
Premenos	2/23/93	Automatic renewal: 30-day notice	1. Workflow Software 1 server license 15 workflow clients 1 workflow initiator EDI Software License	Yes

AGREEMENT BETWEEN	COMMENCEMENT DATE	TERMINATION DATE	PURPOSE	FULLY EXECUTED COPY
Qualcom	11/18/98	required for cancellation		
Rand McNally	09/26/01	Amendment #1	Multi-terminal license to use one copy of QTRACS/WIN software	Yes
Real Industry Solutions Group	09/26/01	09/30/04	Mile Makers Software License Agreement ❖ 5 users	No
Seagull	7/31/01		Upgrade to TDM's MileMaker AS400 Resident on Demand System	yes
Real Industry Solutions Group	July 28, 2000	none	AS/400 system LAN/WAN/IOP	No
Seagull	05/18/2001		Binding Order Form and Professional Services Order for J Walk Also, J Walk Developer Permanent Authorization Code - Licenses	Yes
System Software Associates, Inc. (SSA) BPCS	2/4/97		Licenses	
Turn of the Century, LP	4/1/01	3/31/02	Master Software License Agreement On-going support for the BPCS products	Yes
Unbeaten Path	2/26/99	Upon notice	Amendment to Master License Terms of Amendment = \$4,380.00 for 12 Named Users	No
Unbeaten Path	2/17/98		Patent license agreement	Yes
Unbeaten Path			Engagement Agreement ❖	Yes

AGREEMENT BETWEEN	COMMENCEMENT DATE	TERMINATION DATE	PURPOSE	FULLY EXECUTED COPY
International Ltd. (UBI)			Century Date Compliance Services	
Unique Computing Solutions, Inc.	July 13, 2001	Two months from July 13, 2001 or longer upon mutual agreement	Master Consulting Services Agreement	No

**ServiceCraft
Server Software Licenses**

Symatrix	Site License	In perpetuity
Windows NT 4.0 Server	9 servers	In perpetuity
Windows NT 4.0 Wkstn	3 servers	In perpetuity
Novell Netware 5.1	1 server 205 users	In perpetuity
ArcServe2000 A/E NT Upgrade	License for 6 Servers	In perpetuity
ArcServe2000 A/E NT	License for 6 Servers	In perpetuity
ArcServe2000 A/E NT Comp Uprd	License for 6 Servers	In perpetuity
ArcServe2000 SQL2000 Agent	License for 1 SQL Server	In perpetuity
ArcServe2000 SQL2000 Agent	License for 1 SQL Server	In perpetuity
ArcServe2000 Lotus Notes Agent	License for 1 Notes Server	In perpetuity
ArcServe2000 NT Agents	License for NT servers	In perpetuity
ArcServeIT 6.61 for Novell Netware	License for 1 Novell Server	In perpetuity
BackupExec for NT	License for 2 Servers	In perpetuity
BackupExec SQL2000 Agent	License for 1 SQL server	In perpetuity
Lotus Notes Domino 5	Server License	Annual (upgrades)
Lotus Notes Clients	185 Users	Annual (upgrades)
Track-It	300 Users	In perpetuity(support)
SpyVision CS	3 Users	In Perpetuity
Image Power	Site License	In Perpetuity
SpyVision Viewer	3 Users	In perpetuity
Staffware	9 Users, plus server	In perpetuity
Castelle FaxPress Server	Site License	In perpetuity
Magellan on AS/400	1 AS/400 Server	unknown
Rendition Print	1 server	unknown

Inbound Fax	1 server	unknown
Norton Antivirus Corporate Edition	Site	Annual (upgrades)
Norton ACE for Notes	1 Notes server	Annual (upgrades)
Norton ACE for Novell Netware	1 NetWare server	Annual (upgrades)
WhatsUp Gold	1 server	In perpetuity
Ceridian Source 550	Pending	Pending
Citrix Metaframe 1.8	10 Users	In perpetuity
Citrix Metaframe 1.8	15 Users	In perpetuity
Citrix Metaframe 1.8	15 Users	In perpetuity
HRPR Time & Attendance	7/Site	In perpetuity*
* Replaced by Ceridian Source 550		

ServiceCraft, LLC.
Licensed Software Products

AS/400 9406-720 Serial #10-1F3CM
5769SS1 Operating System/400 , Ver. 4R4
5769AF1 AFP Utilities for AS/400
5769AS1 WebSphere Application Server for AS/400
5769BR1 Backup Recovery and Media Services for AS/400
5769CB1 ILE COBOL for AS/400
5769CM1 Communications Utilities for AS/400
5769CX2 ILE C for AS/400
5769DG1 IBM HTTP Server for AS/400
5769JC1 AS/400 Toolbox for Java
5769JS1 Job Scheduler for AS/400
5769JV1 AS/400 Developer Kit for Java
5769PM1 Performance Management/400
5769PT1 Performance Tools for AS/400
5769PW1 App Dev ToolSet for AS/400 - SEU
5769QU1 Query for AS/400
5769RD1 OnDemand for AS/400
5769RG1 ILE RPG for AS/400
5769ST1 DB2 Query Mgr and SQL DevKit for AS/400
5769TC1 TCP/IP Connectivity Utilities for AS/400
5763XD1 Client Access/400 Optimized for Windows
5769XE1 Client Access/400 Express for Windows
5763XK1 Client Access/400 for Windows 3.1
5769XW1 Client Access/400 Windows Family Base
DBU 5.0
LWP805 Handheld Software

LTL400 (Transportation)
CTS/Freitrater 4.5.2
Informex/UniVerse
Extol (EDI Software)
EZ Print 400

aYWfgm

JD Edwards World A73, Cume 10 (10 Users; expires 1/31/02)

**ServiceCraft, LLC.
Licensed Software Products (Continued)**

AS/400 9402-400 Serial #10-2122G
5769SS1 Operating System/400
5769CM1 Communications Utilities for AS/400
5769DG1 IBM HTTP SERVER FOR AS/400
5769PM1 Performance Management/400
5769PT1 Performance Tools for AS/400
5769PW1 App Dev ToolSet for AS/400 – SEU
5769QU1 Query for AS/400
5769RG1 ILE RPG for AS/400
5769ST1 DB2 Query Mgr and SQL DevKit for AS/400
5769TC1 TCP/IP Connectivity Utilities for AS/400
5763XD1 Client Access for Windows 95/NT
5769XW1 AS/400 Client Access Family for Windows
DBU 5.0
Pathfinder/Hawkeye, Rel. 8.3

AS/400 9406-170 Serial #10-2122G
5769SS1 Operating System/400
5769CM1 Communications Utilities for AS/400

COPYRIGHT SCHEDULE

<u>Country</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
United States	Logistics Management System	TXU786-914	March 16, 1999
Canada	Logistics Management System	481766	Dec. 16, 1999
	LoMaS	491553	May 2001
	LoMaS	491552	May 2001
	LoMaS	491551	May 2001
	LoMaS	491550	May 2001
	LoMaS	491549	May 2001
	LoMaS	491546	May 2001
	LoMaS	491547	May 2001
	LoMaS	491548	May 2001

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PATENT SCHEDULE

<u>Country</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
United States	TQC Trailer	5,401,129	March 28, 1995
Canada	TQC Trailer	2,134,147	July 26, 1995
Mexico	TQC Trailer	187686	Jan. 8, 1998

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TRADEMARK SCHEDULE

<u>Country</u>	<u>Trademark</u>	<u>Appl./Reg. No.</u>	<u>Appl./Reg. Date</u>
United States	LOMAS	76/186,130	Dec. 22, 2000
	LOMAS	76/186,129	Dec. 22, 2000
	LOMAS	2,509,907	Nov. 20, 2001
	E-TRANZIT	76/186,064	Dec. 22, 2000
	E-TRANZIT & Design	76/186,063	Dec. 22, 2000
	E-TRANZIT & Design	76/132,331	Sept. 19, 2000
	S.C.O.R.E.	2,393,454	Oct. 10, 2000
Canada	E-TRANZIT & Design	1089058	Jan. 12, 2001
Mexico	E TRANZIT	468539	Sept. 15, 2000

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