

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Trism, Inc.

3-4-02

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

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

3. Nature of conveyance:

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

Execution Date: February 4, 2002

2. Name and address of receiving party(ies)

Name: Bed Rock, Inc.
Internal
Address: _____

Street Address: Rt. 1, Box 41A
City: Purdy State: MO Zip: 65734

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

#1285587

Additional number(s) attached Yes No

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

Name: Charles W. Pauly

Internal Address: P. O. Box 409

Street Address: 517 S. Main

P. O. Box 409

City: Carthage State: MO Zip: 64836

6. Total number of applications and registrations involved: _____

1

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.

Charles W. Pauly
Name of Person Signing

Charles W. Pauly
Signature

Feb. 20, 2002
Date

Total number of pages including cover sheet, attachments, and document: 8

03/15/2002 LNUELLER 00000030 1285587

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40.00 OP

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

ITEM 1 INFORMATION CONTINUED

TRISM SECURED TRANSPORTATION, INC., TRI-STATE MOTOR TRANSIT CO.,
DIABLO SYSTEMS INCORPORATED d/b/a DIABLO TRANSPORTATION, INC.,
TRISM EASTERN, INC. d/b/a C.I. WHITTEN TRANSFER, TRISM HEAVY HAUL,
INC., TRISM SPECIALIZED CARRIERS, INC., TRISM SPECIAL SERVICES, INC.,
TRISM LOGISTICS, INC., TRISM EQUIPMENT, INC., AERO BODY AND TRUCK,
EQUIPMENT, INC., E.L. POWELL & SONS TRUCKING CO., INC., TRISM
TRANSPORT SERVICES, INC., AND TRISM TRANSPORT, INC.

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into as of this 4th day of February, 2002, by and among TRISM, INC., TRISM SECURED TRANSPORTATION, INC., TRI-STATE MOTOR TRANSIT CO., DIABLO SYSTEMS INCORPORATED d/b/a DIABLO TRANSPORTATION, INC., TRISM EASTERN, INC. d/b/a C.I. WHITTEN TRANSFER, TRISM HEAVY HAUL, INC., TRISM SPECIALIZED CARRIERS, INC., TRISM SPECIAL SERVICES, INC., TRISM LOGISTICS, INC., TRISM EQUIPMENT, INC., AERO BODY AND TRUCK EQUIPMENT, INC., E.L. POWELL & SONS TRUCKING CO., INC., TRISM TRANSPORT SERVICES, INC., and TRISM TRANSPORT, INC., as individual entities and as debtors in possession (individually and collectively referred to as the “Assignors”) and BED ROCK, INC. (“Assignee”).

WHEREAS, Assignors represent and warrant that prior to and as of the date hereof they were and are operating an ongoing and existing business and that they own, have adopted, used, intend to use, and are using the marks identified on Schedule A attached hereto in the United States, that they own all of the goodwill of the business associated with the use of said marks, and that they are the owners of all worldwide right, title and interest in, to and under the applications and registrations set forth in Schedule A (hereinafter collectively the “Trademarks”);

WHEREAS, Assignors and Assignee are parties to a Revised and Restated Asset Purchase Agreement dated January 31, 2002 (the “Purchase Agreement”), which provides for, among other things, the assignment of the Trademarks, all applications and registrations therefor, together with all goodwill associated therewith, and all common law rights therein, from Assignors to Assignee;

NOW, THEREFORE, in consideration of the recitals, mutual covenants and obligations contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment.** Assignors do hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its worldwide right, title, and interest, in the United States of America and all other foreign countries, in, to and under said Trademarks, all applications and registrations therefor (including, but not limited to, those applications and registrations set forth in the attached Schedule A), together with any and all of the goodwill of the business symbolized by and associated with said Trademarks, all other rights associated with the portion of the ongoing and existing business to which the Trademarks pertain, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of any of the Trademarks and any other rights assigned to Assignee under this Agreement.

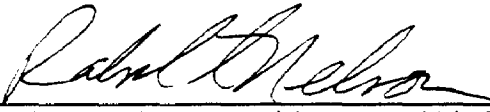
2. **Miscellaneous**. Assignors hereby agree to execute, acknowledge and deliver any and all documents as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in, to and under the Trademarks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Trademarks pertain and that Assignors no longer has any right, title or interest, of any kind or nature, in, to or under the Trademarks, or other rights associated with the portion of the business to which the Trademarks pertain.

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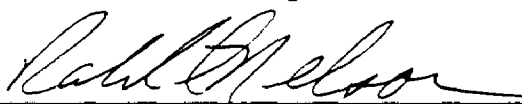
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 4th day of February, 2002.

ASSIGNORS:

TRISM, INC., as itself and as debtor in possession

By: 
Ralph S. Nelson, President and Chief Executive Officer


TRISM SECURED TRANSPORTATION, INC., as itself and as debtor in possession

By: 
Ralph S. Nelson, President


TRI-STATE MOTOR TRANSIT CO., as itself and as debtor in possession

By: 
Ralph S. Nelson, President


DIABLO SYSTEMS INCORPORATED d/b/a DIABLO TRANSPORTATION, INC., as itself and as debtor in possession

By: 
Ralph S. Nelson, President

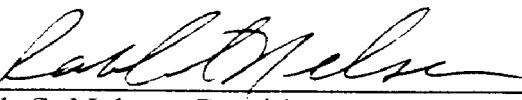
TRISM EASTERN, INC. d/b/a C. I. WHITTEN TRANSFER, as itself and as debtor in possession

By: 
Ralph S. Nelson, President

TRISM HEAVY HAUL, INC., as itself and as debtor in possession

By: 
Ralph S. Nelson, President

**TRISM SPECIALIZED CARRIERS, INC., as
itself and as debtor in possession**

By: 
Ralph S. Nelson, President

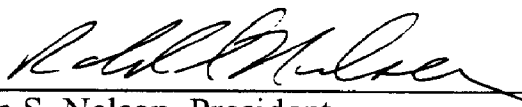
**TRISM SPECIAL SERVICES, INC., as itself
and as debtor in possession**

By: 
Ralph S. Nelson, President


**TRISM LOGISTICS, INC., as itself and as
debtor in possession**

By: 
Ralph S. Nelson, President

**TRISM EQUIPMENT, INC., as itself and as
debtor in possession**

By: 
Ralph S. Nelson, President

**AERO BODY AND TRUCK
EQUIPMENT, INC., as itself and as debtor in
possession**

By: 
Ralph S. Nelson, President

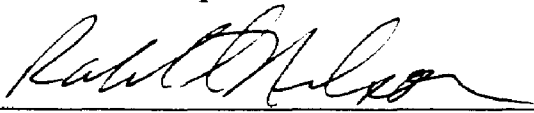
**E.L. POWELL & SONS TRUCKING CO., INC.,
as itself and as debtor in possession**

By: 
Ralph S. Nelson, President

**TRISM TRANSPORT, INC., as itself and as
debtor in possession**

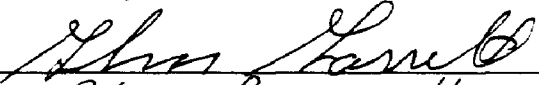
By: 
Ralph S. Nelson, President

**TRISM TRANSPORT SERVICES, INC., as
itself and as debtor in possession**

By: 
Ralph S. Nelson, President

ASSIGNEE:

BED ROCK, INC.

By: 
Name: Glen Barnett
Title: Pres.

Schedule A

(Assigned Intellectual Property)

- “TSMT STYLIZED” is a registered trade name, #12887293, registration date July 24, 1984.
- “TSMT” is a registered trade name, # 1285587, registration date July 10, 1984.