

05-01-2002

U.S. Department of Commerce
Patent and Trademark Office

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IEET

4-16-02

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

1. Name of conveying party(ies):
 Dynamex Canada Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation Canada
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
 Name: Dynamex Inc.
 Address: 1431 Greenway, Suite 345
 Irving, Texas 75038
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- Texas _____
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Correction of one Registration Number
 Execution Date: _____

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)
 Additional numbers attached? Yes No

B. Trademark Registration No.(s) 1,995,091

5. Name and address of party to whom correspondence concerning document should be mailed:
 William M. Borchard, Esq.
 Cowan, Liebowitz & Latman, P.C.
 1133 Avenue of the Americas
 New York, NY 10036-6799

6. Total number of applications and registrations involved:
 1
 7. Total fee (37 CFR 3.41)..... \$ 40
 Enclosed
 Any deficiency is authorized to be charged to Deposit Account No. 03-3415.
 8. Deposit Account No. 03-3415
 (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.

William M. Borchard
 Name of Person Signing

William M. Borchard
 Signature

April 8, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 7

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of the 1st day of August, 1997, by and between Dynamex Canada Inc. ("Seller") and Dynamex Inc. ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns the trademarks and tradenames listed on Exhibit "A" attached hereto (the "Trademarks"); and

WHEREAS, Seller desires to sell to the Purchaser, and Purchaser desires to purchase from the Seller, the Trademarks and related registrations in order to build and develop the Trademarks' worldwide recognition level;

In consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. PURCHASE AND SALE OF ASSETS.

1.1 Assets Being Acquired. Upon the terms and subject to the conditions set forth in this Agreement and upon the execution of the Assignment previously delivered to the parties, the Seller shall assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from the Seller, all of Seller's right, title and interest in and to the Trademarks.

2. PURCHASE PRICE

2.1 Purchase Price. The purchase price to be received by the Seller in exchange for the purchase and sale of the Trademarks shall be determined by an independent valuation conducted by an independent third party. The purchase price shall be paid by Purchaser to Seller within 90 days from the determination of such valuation.

2.2 Closing Procedure. Simultaneous with the execution of this Agreement by the parties hereto, the Seller shall deliver to Purchaser the Assignment. Each party will cause to be prepared, executed and delivered all other documents required to be delivered by such party pursuant to this Agreement and all other appropriate and customary documents as the other party or its counsel may reasonably request for the purpose of consummating the transactions contemplated by this Agreement. All actions taken in connection with the transactions contemplated hereby shall be deemed to have been taken simultaneously at the time the last of any such actions is taken or completed.

3. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller hereby represents and warrants to the Purchaser as follows:

3.1 Organization; Good Standing. The Seller is a corporation, duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite corporate power and authority to own and lease its properties and assets and to carry on its business as currently conducted.

3.2 Due Authorization. The Seller has full power and authority to enter into and perform this Agreement and to carry out the transactions contemplated hereby. The Seller has taken all requisite action to approve the execution and delivery of this Agreement and the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against it in accordance with its respective terms, except as may be limited by the availability of equitable remedies or by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally.

3.3 No Conflicts. Neither the execution and delivery by the Seller of this Agreement and the other documents executed in connection herewith nor the consummation by it of the transactions contemplated hereby or thereby will: (i) conflict with or result in a breach of the articles of incorporation or bylaws of the Seller; (ii) violate any statute, law, rule or regulation or any order, writ, injunction or decree of any court or governmental authority, which violation, either individually or in the aggregate, might reasonably be expected to have a material adverse effect on the business or operations of the Seller's ownership of the Assets; or (iii) violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under), or result in the creation of any lien on any of the Trademarks pursuant to, any material agreement, indenture, mortgage or other instrument to which the Seller is a party and which affect the Trademarks or by which it or its assets may be bound or affected.

3.4 Governmental Consents. No approval, authorization, consent, order or other action of, or filing with, any governmental authority or administrative agency is required in connection with the execution and delivery by the Seller of this Agreement or the consummation of the transactions contemplated hereby.

3.5 Title to Assets. The Seller is the sole and exclusive legal owner of all right, title and interest in, and has good and indefeasible title to, all of the Assets, free and clear of liens, claims, charges and encumbrances.

4. MISCELLANEOUS PROVISIONS


4.1 Expenses. Each of the parties hereto shall pay its fees and expenses incurred by it in connection with the transactions contemplated by this Agreement. Any applicable sales, purchase or use taxes under any state, county or local laws which are payable in connection with the sale and transfer of the Trademarks will be borne by the Seller.

4.2 Entire Agreement. This Agreement and the documents referred to herein contain the entire understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes any prior agreements and understandings between the parties with respect to the subject matter.


(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DYNAMEX CANADA INC.

By: 
Name: Richard K. McClelland
Title: President

DYNAMEX INC.

By: 
Name: Richard K. McClelland
Title: President

132138.1/sah

EXHIBIT A

<i>Trademark</i>	<i>CANADIAN Registration No.</i>	<i>US Registration No.</i>
On and Gone	TMA388,112	1995091
Dedicated Service	TMA393,365	----
Dynamex	TMA460,793	pending
Dynamex Express	TMA463,249	pending
Dedicated Fleet Services	TMA452,023	pending

Tradename

Dynamex
Dynamex Express
Dynamex Dedicated Fleet Services

132138.1