

5-29-02

05-29-2002

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



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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): National Association of Independent Truckers, Inc. Association

2. Name and address of receiving party(ies) Name: TGIA Acquisition Company, LLC Internal Address: 215 W. Diehl Road Naperville IL 60563

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: April 12, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/344257

B. Trademark Registration No.(s) 1,962,895

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Janine E. Rudolph Street Address: 5001 U.S. Highway 30 West Fort Wayne IN 46818

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

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. Janine E. Rudolph Signature Date: 5/28/02

05/29/2002 6TON11 00000154 76344257 01 FC:481 40.00 OP 02 FC:482 25.00 OP

TRADEMARK REEL: 002514 FRAME: 0862

Continuation of Item #1

VCW, Inc.

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made by National Association of Independent Truckers, Inc, a Missouri corporation having a principal place of business at Kansas City, Missouri ("Assignor") to TGIA Acquisition Company, LLC, a Delaware limited liability company with a registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, (the "Purchase Agreement") dated as of April 12, 2002, among Assignee, North American Van Lines, Inc., a Delaware corporation, R&A Properties, LLC, a Missouri limited liability company, Assignor, Preferred Administrative Services, Inc., a Kansas corporation, VCW, Inc., a Kansas corporation, MBRC, Inc., a Nevada corporation, VCW Administration, Inc., a Kansas corporation, and V. Cheryl Womack, a resident of the Cayman Islands, providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office and other marks set forth on Schedule I (the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer and assign to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liabilities, obligations and Liens other than Assumed Liabilities; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that Assignor shall and shall cause employees, officers, directors and Affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in the Agreement and render effective the consummation of the transaction contemplated hereby and thereby.

Remedies for the breach of the representations, warranties and covenants under this Assignment shall be governed by the terms of the Agreement.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this 12th day of April 2002.

NATIONAL ASSOCIATION OF
INDEPENDENT TRUCKERS, INC.

By: 

Name: V. Cheryl Womack

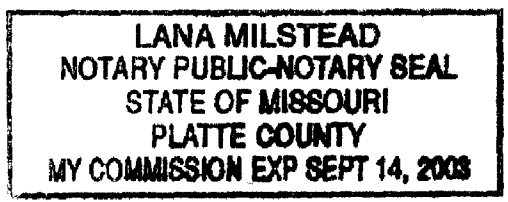
Title: President

MISSOURI
STATE OF NEW YORK)
Platte : ss.:
COUNTY OF NEW YORK)

On this 12th day of April, 2002, before me appeared Cheryl Womack, to me personally known, who, being by me duly sworn did say that she is the President of National Association of Independent Truckers, Inc. and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said _____ instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

Lana Milstead
Notary Public

My commission expires the 14th day of Sept., 2003.



SCHEDULE I
ASSIGNED MARKS

Mark: NATIONAL ASSOCIATION OF INDEPENDENT TRUCKERS

Serial No. 76344257

Grant Date: Application filed November 30, 2001, assigned to an Examining Attorney March 11, 2002.

Mark: NAIT

Serial No. 76344258

Grant Date: Application filed November 30, 2001, approved for publication by an Examining Attorney March 11, 2002.

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made by VCW, Inc., a Kansas corporation having a principal place of business at Kansas City, Missouri ("Assignor") to TGIA Acquisition Company, LLC, a Delaware limited liability company with a registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, (the "Purchase Agreement") dated as of April 12, 2002, among Assignee, North American Van Lines, Inc., a Delaware corporation, R&A Properties, LLC, a Missouri limited liability company, National Association of Independent Truckers, Inc., a Missouri corporation, Preferred Administrative Services, Inc., a Kansas corporation, Assignor, MBRC, Inc., a Nevada corporation, VCW Administration, Inc., a Kansas corporation, and V. Cheryl Womack, a resident of the Cayman Islands, providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office and other marks set forth on Schedule I (the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer and assign to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liabilities, obligations and Liens other than Assumed Liabilities; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that Assignor shall and shall cause employees, officers, directors and Affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in the Agreement and render effective the consummation of the transaction contemplated hereby and thereby.

Remedies for the breach of the representations, warranties and covenants under this Assignment shall be governed by the terms of the Agreement.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

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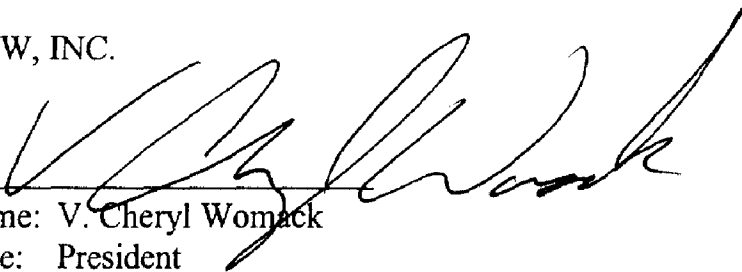
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this 2nd day of April 2002.

VCW, INC.

By:

Name: V. Cheryl Womack

Title: President

A handwritten signature in black ink, appearing to read "V. Cheryl Womack", written over a horizontal line. The signature is fluid and cursive.

MISSOURI

STATE OF NEW YORK)

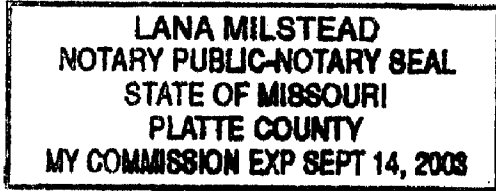
Platte : ss.:

COUNTY OF NEW YORK)

On this 12th day of April, 2002, before me appeared V. Cheryl Womack to me personally known, who, being by me duly sworn did say that she is the President of National Association of Independent Truckers, Inc. and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said _____ instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

Lana Milstead
Notary Public

My commission expires the 14th day of Sept., 2003



SCHEDULE I
ASSIGNED MARKS

Mark: SAFE-TRAC
Registration No. 1,962,895
Grant Date: March 19, 1996