

06-24-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

RECORD

102132101

TRADEMARKS ONLY

DEPARTMENT OF COMMERCE
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): 6-19-02
The J.H. Heafner Company, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - **North Carolina**
- Other

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

2. Name and address of receiving party(ies)
Name: BankBoston, N.A., as Agent for
the Lenders
Internal
Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship
- Association a national banking 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Corrective Assignment - See
Attached
Execution Date:

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Schedule A attached hereto.

B. Trademark Registration No.(s)
See Schedule B attached hereto.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John L. Sullivan, Jr.
Internal Address: Alston & Bird LLP
Bank of America Plaza, Suite 4000
Street Address: 101 S. Tryon St.
City: Charlotte State: NC Zip: 28280-4000

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00
 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.

John L. Sullivan, Jr.
Name of Person Signing

John L. Sullivan, Jr.
Signature

June 12, 2002
Date

Total number of pages including cover sheet, attachments, and document: 16

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

06/21/2002 6TOM11 00000243 75183840

01 FC:481 40.00 OP
02 FC:482 375.00 OP

TRADEMARK
REEL: 002529 FRAME: 0981

FORM PTO-1594

Box 3 -- Other

Corrective Assignment to Change Nature of Conveyance from
Assignment to Security Interest previously recorded on Reel 1592
Frame 0546.

The J. H. Heafner Company, Inc.U. S. Trademark/Service Mark Applications

<u>Mark/File No.</u>	<u>Serial Number</u>	<u>Date Filed</u>
ACHIEVER 8626-019	75/183,840	17OC1996
AUTOEDGE 8626-022	75/009,394	23OC1995
HEAFNET 8626-026	75/009,392	23OC1995
REGAL 8626-002	75/182,927	17OC1996
REGUL QUESTA 8626-033	74/703,339	19JL1995
SPECTOR 8626-021	75/183,838	17OC1996

The J. H. Heafner Company, Inc.U. S. Trademark/Service Mark Registrations

<u>Mark/File No.</u>	<u>Registration Number</u>	<u>Date Issued</u>
AUTOMINDER & Design 8626-023	1,327,370	26MR1985
DYNATRAC 8626-024	1,982,061	25JE1996
HEAFNER 8626-025	1,426,869	27JA1987
MAGNUM 8626-027	1,884,613	21MR1995
PACER 8626-028	2,013,348	05NO1996
PACER 8626-029	1,818,444	25JA1994
PACESETTER IV 8626-030	1,595,228	08MY1990
REGUL & Design 8626-031	1,184,511	05JA1982
REGUL & Design 8626-032	1,407,619	02SE1986
TRAK 'N' BLAZER 8626-034	1,331,956	23AP1985

(704) 444-1008

MR. SULLIVAN Received By *ms*

Reel 1592-0546

06-12-1997



100435549

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

481-40.00 75/153540
483-315.00

Forms and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The J.H. Heafner Company, Inc.

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

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

3. Nature of conveyance:

- Assignment - see attached
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 7, 1997

2. Name and address of receiving party(ies)

Name: BankBoston, N.A., as Agent for the Lenders

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

- Individual(s) citizenship
- Association a national banking association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is effective: Yes No

(Designs form must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

See Schedule A attached hereto.

B. Trademark Registration No.(s)

See Schedule B attached hereto.

Additional numbers attached? Yes No

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

Name: Susan Bradley Gray

Internal Address: Hunton & Williams

NationsBank Plaza

Suite 4100

Street Address: 600 Peachtree Street, N.E.

City: Atlanta State: GA ZIP: 30308

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41).....\$ 815.00

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.

Susan Bradley Gray
Name of Person Signing

Susan Bradley Gray
Signature

June 10, 1997

Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required e-over-sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

SECURITY INTEREST
(Trademarks)

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

WHEREAS, THE J.H. HEAFNER COMPANY, INC., a North Carolina corporation (the "Grantor"), has adopted, used and is using, either directly or through its wholly owned subsidiaries, trademarks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A**, and certain other trademarks, tradenames and registrations and applications for registration thereof (collectively, the "Trademarks"), and

WHEREAS, the Grantor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, the Grantor has entered into a Loan and Security Agreement dated as of May 7, 1997 (the "Loan Agreement") among the Grantor, the financial institutions party thereto from time to time (the "Lenders") and BankBoston, N.A., as agent for the Lenders (the "Agent"), pursuant to which the Lenders have made certain loans to the Grantor and may, from time to time hereafter, make additional loans to the Grantor, and

WHEREAS, pursuant to the Loan Agreement, the Grantor has agreed to grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, all of the Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

- (a) trademarks and trade names and registrations and applications for registration thereof, including, without limitation, the Trademarks listed on **Schedule A** hereto, and the goodwill of the business symbolized by the trademarks,
- (b) licenses of the foregoing to which the Grantor is a party as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof,

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing to the Grantor,

(f) trademarks, trade names, registrations and applications for registration for any thereof and any other rights corresponding thereto throughout the world, and

(g) all proceeds of and accessions to any and all of the foregoing,

to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement), and

WHEREAS, the Grantor is required under the Loan Agreement to grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, the Trademark Collateral,

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in and lien on the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its authorized officer or agent as of May 7, 1997.

THE J.H. HEAFNER COMPANY, INC.

[CORPORATE SEAL]

By: William H Gaither
Name: William H. Gaither
Title: President

Address: 814 East Main Street
Lincolnton, NC 28093

Attest:

By: [Signature]
Assistant Secretary

Kelley Vance
Witness

J. B. MacLay
Witness

STATE OF New York)
) ss.:
COUNTY OF New York)

Personally appeared before me Kelly Vance who, being duly sworn, says that she/he saw the corporate seal of The J.H. Heafner Company, Inc. affixed to the foregoing instrument and that she/he also saw William H. Gaither President and J. Michael Gaither, Secretary of said corporation, sign and attest the same, and that she/he with the second witness named herein witnessed the execution and delivery thereof as the act and deed of the said corporation.

Sworn to before me this 7 day of May, 1996.



Notary Public

My Commission Expires:

JEFFREY BELL
Notary Public, State of New York
No. 6086715
Qualified in New York County
Commission Expires Sept. 30, 1998

[NOTARIAL SEAL]

SCHEDULE A

The J. H. Heafner Company, Inc.

U. S. Trademark/Service Mark Applications

<u>Mark/File No.</u>	<u>Serial Number</u>	<u>Date Filed</u>
ACHIEVER 8626-019	75/183,840	17OC1996
AUTOEDGE 8626-022	75/009,394	23OC1995
HEAFNET 8626-026	75/009,392	23OC1995
REGAL 8626-002	75/182,927	17OC1996
REGUL QUESTA 8626-033	74/703,339	19JL1995
SPECTOR 8626-021	75/183,838	17OC1996

Document Name: CHART
Document #: 102362

TRADEMARK
REEL: 002529 FRAME: 0991

The J. H. Heafner Company, Inc.

U. S. Trademark/Service Mark Registrations

<u>Mark/File No.</u>	<u>Registration Number</u>	<u>Date Issued</u>
AUTOMINDER & Design 8626-023	1,327,370	26MR1985
DYNATRAC 8626-024	1,982,061	25JE1996
HEAFNER 8626-025	1,426,869	27JA1987
MAGNUM 8626-027	1,884,613	21MR1995
PACER 8626-028	2,013,348	05NO1996
PACER 8626-029	1,818,444	25JA1994
PACESETTER IV 8626-030	1,595,228	08MY1990
REGUL & Design 8626-031	1,184,511	05JA1982
REGUL & Design 8626-032	1,407,619	02SE1986
TRAK 'N' BLAZER 8626-034	1,331,956	23AP1985

Document Name: CHART
Document #: 102362