

07-08-2002

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

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S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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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): CSX Transportation, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Virginia

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 23/29, 2002

2. Name and address of receiving party(ies)

Name: Transflo Corporation

Internal Address:

Street Address: 550 Water Street

City: Jacksonville State: FL Zip: 32202

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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) 2,340,715

Additional number(s) attached Yes No

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

Name: Karen Koster Burr

Internal Address: Atlantic Beach Law, P.A.

Street Address: P.O. Box 330630

City: Atlantic Beach State: FL Zip: 32233-0630

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:

DO NOT USE THIS SPACE

9. Signature.

Karen Koster Burr

Name of Person Signing

Signature

Signature

06/28/02

Date

Total number of pages including cover sheet, attachments, and document: 3

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

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TRADEMARK REEL: 002541 FRAME: 0066

ASSIGNMENT OF TRADEMARK REGISTRATION

WHEREAS, CSX Transportation, Inc. ("Assignor"), a Virginia corporation with an address of 500 Water Street, Jacksonville, Florida 32202, has adopted, used and is using the registered mark METALNET in connection with shipping of metals (the "Mark"); and

WHEREAS, TRANSFLO Corporation, a Delaware corporate affiliate with an address of 550 Water Street, Jacksonville, Florida 32202, is acquiring the business services associated with the mark and desires to acquire rights to the Mark and its registration, effective December 1, 2001;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign the Mark to Assignee, pursuant to the terms and conditions of this Agreement.

1. Assignment of the Mark. Assignor hereby transfers ownership of all right, title and interest in and to the Mark, United States Patent and Trademark Office Reg. No. 2,340,715, for

Shipping of metals by rail; unloading and warehousing and storage of metals; loading of metals onto trucks for local delivery, in class 39;

together with the good will of the business symbolized by the Mark.

2. Consideration. In consideration of this assignment, Assignee will pay Assignor the sum of 10,000 USD, on or before December 1, 2001.
3. Warranties and Obligations.
 - A. Assignor represents and warrants that it has the right and power to assign the Mark and that there are no other Agreements that conflict with this Assignment.
 - B. Assignor further represents and warrants that the Mark does not infringe any valid right of any third party.
 - C. Assignee will file the necessary notice of assignment and recordation documents with the United States Patent and Trademark Office and pay the associated fees.
 - D. Assignor agrees to cooperate with the execution and filing of any necessary documents to effectuate this transfer and its recordation.
4. Integration. This Assignment constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements and understandings concerning

its subject matter and is intended as a final expression of the agreement of the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused this Assignment to be properly executed on its behalf this ___ day of November, 2001.

Assignor
CSX Transportation, Inc.

By: *[Signature]*
Name: *D.M. GIBBS*
Title: *EVP + CCO*
Date: *4/29/02*

Assignee
TRANSFLO Corporation

By: *[Signature]*
Name: *William Kyle Hancock Jr*
Title: *President*
Date: *April 23, 2002*