

08-06-2002



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 8.1.02
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

08/05/2002 LNUELLER 00000190 75811238

FOR OFFICE USE ONLY

01 FC=481  
02 FC=482

40.00 OP  
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75811238"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75809826"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

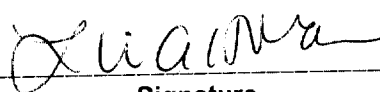
No

**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. Charges to deposit account are authorized, as indicated herein.

Linda A. Heban, Esq.

Name of Person Signing



Signature

7/25/02

Date Signed

Office of the Secretary of State

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I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"QUALITY DISTRIBUTION SERVICE PARTNERS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "FLEETPRIDE, INC." UNDER THE NAME OF "FLEETPRIDE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTH DAY OF APRIL, A.D. 2001, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIFTEENTH DAY OF APRIL, A.D. 2001.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1067415

DATE: 04-06-01

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TRADEMARK  
REEL: 002556 FRAME: 0302

**CERTIFICATE OF MERGER  
OF  
QUALITY DISTRIBUTION SERVICE PARTNERS, INC.  
INTO  
FLEETPRIDE, INC.**

To the Secretary of State  
State of Delaware

The undersigned corporation DOES HEREBY CERTIFY:

FIRST: That the names and states of incorporation of each of the constituent corporations of the merger are as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
Quality Distribution Service Partners, Inc.	Delaware
FleetPride, Inc.	Alabama

SECOND: That an Agreement and Plan of Merger (the "Plan of Merger"), a copy of which is attached hereto as Exhibit 1 and incorporated by reference herein, between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of Delaware.

THIRD: That the name of the surviving corporation of the merger is FleetPride, Inc., an Alabama corporation.

FOURTH: That the Articles of Incorporation of FleetPride, Inc., an Alabama corporation, which is the surviving corporation, shall continue in full force and effect as the Articles of Incorporation of the surviving corporation.

FIFTH: That the executed Plan of Merger is on file at an office of the surviving corporation, the address of which is 520 Lake Cook Road, Suite 100, Deerfield, Illinois 60015.

SIXTH: That a copy of the Plan of Merger will be furnished, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That FleetPride, Inc. survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent Delaware corporation as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of Delaware, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding.

The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is CSC Lawyers Inc. Services, 57 Adams Avenue, Montgomery, Alabama 56104 until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose.

EIGHTH: That this Certificate of Merger shall be effective on April 15, 2001.

Dated: November 1, 2000

FLEETPRIDE, INC.


By:   
Name: John J. Greisch  
Title: President and Chief Executive Officer

Exhibit 1

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of November 1, 2000, by and between FLEETPRIDE, INC., an Alabama corporation ("FleetPride"), and QUALITY DISTRIBUTION SERVICE PARTNERS, INC., a Delaware corporation ("QDSP"). FleetPride and QDSP sometimes shall be referred to herein as the "Constituent Corporations."

WITNESSETH

WHEREAS, FleetPride is a corporation duly organized and existing under the laws of the State of Alabama;

WHEREAS, QDSP is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, the authorized capital stock of QDSP consists of 1,000 shares of common stock, par value \$.01 per share, of which 1,000 shares are currently issued and outstanding;

WHEREAS, the Boards of Directors of the Constituent Corporations deem it to be in the best interest of each of said corporations that said corporations merge pursuant to the laws of the States of Alabama and Delaware, with FleetPride as the surviving corporation (the "Surviving Corporation"); and

WHEREAS, QDSP Holdings, Inc., the sole stockholder of QDSP and a wholly-owned subsidiary of FleetPride, has approved this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties hereby agree as follows:

1. Merger. In accordance with the laws of the States of Alabama and Delaware, and this Agreement, QDSP shall be merged with and into FleetPride (the "Merger").
2. Effective Date. This Agreement shall become effective upon the date set forth in the Articles of Merger filed with the Secretary of State of the State of Alabama and the Certificate of Merger filed with the Secretary of State of the State of Delaware (the "Effective Date").
3. Surviving Corporation. FleetPride shall survive the Merger herein contemplated and shall continue to be governed by the laws of the State of Alabama. The separate corporate existence of QDSP shall cease upon the Effective Date pursuant to the laws of the State of Delaware.
4. Name of Surviving Corporation. At the Effective Date, the name of the Surviving Corporation shall be "FleetPride, Inc."

5. Articles of Incorporation. The Articles of Incorporation of FleetPride shall be the Articles of Incorporation of the Surviving Corporation upon the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof and applicable law.
6. Bylaws. The Bylaws of FleetPride shall be the Bylaws of the Surviving Corporation upon the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof and applicable law.
7. Shares of Common Stock. Upon the Effective Date, the issued and outstanding shares of QDSP shall not be converted in any manner, but each said share that is issued and outstanding shall be surrendered and extinguished.
8. Effect of the Merger. Upon the Effective Date, the separate existence of QDSP shall cease and the Surviving Corporation shall assume all liabilities of QDSP pursuant to the laws of the States of Alabama and Delaware.
9. Directors and Officers of the Surviving Corporation. The Board of Directors and officers of FleetPride immediately prior to the Merger shall serve as the Board of Directors and officers of the Surviving Corporation upon the Effective Date of the Merger, until their successors shall have been elected and shall qualify in accordance with the Bylaws of the Surviving Corporation and applicable law.
10. Articles of Merger: Certificate of Merger. On or prior to the Effective Date, Articles of Merger, setting forth this Agreement, shall be executed by each of the Constituent Corporations and filed with the Secretary of State of the State of Alabama, and a Certificate of Merger, setting forth this Agreement, shall be executed by FleetPride and filed with the Secretary of State of the State of Delaware.
11. Termination. This Agreement may be terminated and abandoned by resolutions of the Board of Directors of either of the Constituent Corporations prior to the Effective Date. In the event of the termination and abandonment of this Agreement and the Merger pursuant to the foregoing provisions of this Section, this Agreement shall become void and of no further effect without any liability on the part of either of the Constituent Corporations or their respective shareholders, directors or officers.

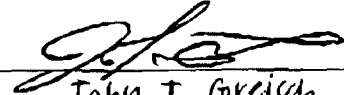
(signature page follows)



IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth below.


Date: November 1, 2000

FLEETPRIDE, INC.

By:   
Name: John J. Greisch  
Title: President and Chief Executive Officer

Date: November 1, 2000

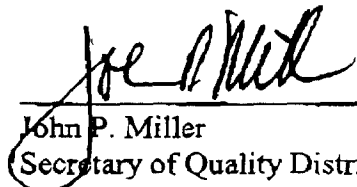
QUALITY DISTRIBUTION SERVICE PARTNERS, INC.

By:   
Name: John J. Greisch  
Title: president

**CERTIFICATE OF SECRETARY**

I, John P. Miller, Secretary of Quality Distribution Service Partners, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Agreement and Plan of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of FleetPride, Inc., a corporation of the State of Alabama, was duly adopted pursuant to Section 228 of the General Corporation Law of Delaware, by the written consent of the sole stockholder holding 1,000 shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, which Agreement and Plan of Merger was thereby adopted as the act of the sole stockholder of said Quality Distribution Service Partners, Inc., and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 1st day of November, 2000.

  
\_\_\_\_\_  
John P. Miller  
Secretary of Quality Distribution Service  
Partners, Inc.