

10-18-2002

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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):

DHL AIRWAYS, INC.

10/15/02

Individual(s) Association

General Partnership Limited Partnership

Corporation-State Nevada

Other _____

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Name: DHL Worldwide Express, Inc.

Internal Address: _____

Street Address: 50 California Street, Suite 500

City: San Francisco State: CA ZIP: 94111

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
(Designation 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 _____

Execution Date: May 3, 2001

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 2,102,373; 2,237,996; 1,973,139; 1,730,734

Additional numbers attached? Yes No

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

Name: Paul W. Vapnek, Esq.
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

10/17/2002 TDIAZ1 00000177 201430 2102373

01 FC:8521 40.00 CH

02 FC:8522 75.00 CH

6. Total number of applications and registrations involved 4

7. Total fee (37 CFR 3.41): \$115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true copy of the original document.

Paul W. Vapnek [Signature] October 8, 2002

Name of Person Signing Signature Date

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

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

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of _____, 2001, by and between DHL Airways, Inc., a Nevada corporation ("Assignor"), and DHL Worldwide Express, Inc., a Delaware corporation formerly known as DHL Corporation, Doing Business As DHL Worldwide Express ("Assignee").

WHEREAS, Assignor is the owner of (i) the trademarks listed on Exhibit "A" hereto, together with (a) any derivative or variation thereof that might create the impression to the reasonable consumer that the products thus marked are manufactured or distributed by, or otherwise associated with, a single business enterprise and (b) any applications, registrations, filings, renewals and extensions relating thereto including, without limitation, those listed on Exhibit "B" hereto (collectively, the "Marks"), and (ii) the goodwill associated therewith (the "Goodwill");

WHEREAS, Assignor has adopted, used and is using the Marks in connection with its business; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its rights, title, and interest in and to the Marks and the Goodwill.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration (including, without limitation, the consummation of the transactions contemplated by that certain Contribution, Assignment and Assumption Agreement dated as of December 31, 2000 between Assignor and Assignee (the "Agreement")), acknowledged by both of them to be satisfactory and adequate, do hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's rights, title, and interest in and to the Marks, together with (i) the Goodwill of the business connected with and symbolized by the Marks, (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, or any of them, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks, or any of them, (iii) all rights to seek other registrations of the Marks in the United States Patent and Trademark Office or elsewhere, and (iv) all rights to sue for past, present, and future infringements or misappropriations of the Marks, or any of them.

2. Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all rights in the trade dress, labels, and designs associated with the Marks.

3. Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

Assignor acknowledges that neither the execution and delivery of this Assignment by Assignor nor the acceptance thereof by Assignee shall be (or be deemed to be) a waiver or discharge of any representation, warranty, covenant or agreement of Assignor or Assignee in or under the Agreement, which representations, warranties, covenants and agreements are incorporated herein by reference; nor shall such execution and delivery, nor such acceptance, be deemed a modification of the Agreement in any respect.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment to Assignee as of the day and year first above written.

DHL AIRWAYS, INC., a Nevada corporation

By [Signature]
Its CEO

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) SS:

On this 3rd day of May, before me personally appeared Victor A. Guindara who acknowledged himself to be the CEO of DHL AIRWAYS, INC., and that he, as such CEO, being authorized to do so, executed this instrument on behalf of such corporation. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

(Affix stamp)

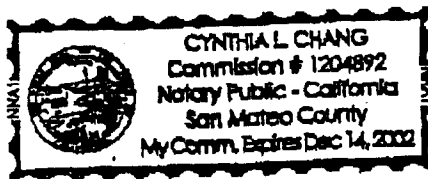


EXHIBIT A

REGISTERED WITH U.S. P.T.O.

1. "GLOBALTRACK" - Reg.No. 2,102,373. Reg date: 9/30/97
Registered Owner : DHL Airways, Inc.
2. "JUMBO BOX" and logo - Reg.No. 2,237,996. Reg.date: 4/13/99
Registered Owner: DHL Airways, Inc.
3. "THE WORLD STARTS HERE" - Reg.No. 1,973,139. Reg date: 5/7/96
Registered Owner: DHL Airways, Inc.
4. "TWO-POUND PAK FLYER" - Reg. No. 1, 215,799. Reg. date: 11/9/82
Registered Owner: DHL Airways, Inc.
5. "ONE-POUND PAK FLYER" - Reg.No. 1,215,798. Reg. date: 11/9/82
Registered Owner: DHL Airways, Inc.
6. "W WORLD MAIL CENTER" - Reg.No. 1,294,991. Reg. date: 9/11/84
Registered Owner: DHL Airways, Inc.
7. "AIR POLYNESIA" - Reg.No. 1,112,464. Reg. date: 1/30/70
Registered Owner: DHL Airways, Inc.

COMMON LAW INTELLECTUAL PROPERTY

1. "NEUTRAL DELIVERY SERVICE"
2. "NDS"
3. "EXPRESS DEPOT"
4. "EXPRESSPICK"
5. "EASYSHIP"
6. "WORLD DISPATCHER"
7. "FAXLYNK"
8. "FAXLYNK" with logo
9. "SATELLITE OVERNITE"

10. "COURIERGRAM"
11. "VISA-PAK"
12. "EX-IT"
13. "SHOP TALK"
14. "WPX"
15. "WORLDWIDE EXPRESS LOGISTICS"
16. "WXL"
17. "api"
18. "USA OVERNIGHT SERVICE"
19. "MAG TAPE TRAVELER"
20. "RED EYE SERVICE"
21. "RED EYE SPECIAL"
22. "SATELLITE OVERNIGHT" logo
23. "INTERNATIONAL DOCUMENT SERVICE"
24. "JUMBO BOX"

EXHIBIT B

PENDING REGISTRATION WITH U.S.P.T.O.

1. "THERMOEXPRESS"