

10-25-2002

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

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

Tab settings

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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):

Heller Financial, Inc.

10/17/02

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other Release of security agreement, Merger, Change of Name

Execution Date: 05/21/2002

2. Name and address of receiving party(ies)

Name: Beaver Express, LLC (f/k/a Western Internal Parcel Express)

Address:

Street Address: 4310 Oklahoma Avenue

City: Woodward, State: OK Zip: 73801

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware limited liability company

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) 1,758,786

Additional number(s) attached Yes No

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

Name: Clifford C. Dougherty, III

Internal Address: McAfee & Taft

Street Address: 211 North Robinson

Tenth Floor, Two Leadership Square

City: Oklahoma City State: OK Zip: 73102

6. Total number of applications and registrations involved:

1

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

Fee previously paid - see Document ID 102172563

DO NOT USE THIS SPACE

9. Signature.

Clifford C. Dougherty, III Name of Person Signing

Signature Clifford C. Dougherty, III

Date October 17, 2002

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

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

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of May 21, 2002 by HELLER FINANCIAL, INC., in its capacity as Agent for Lenders ("Heller").

WHEREAS, Heller and BEAVER EXPRESS, LLC (f/k/a Western Parcel Express), a Delaware limited liability company ("Debtor"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of 1-22-97;

WHEREAS, the Trademark Security Agreement granted Heller a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark application ("Trademark"), including, without limitation, the Trademark listed on Schedule A attached hereto as security for certain obligations of Debtor to Heller (the "Obligations");

WHEREAS, Heller recorded the Trademark Security Agreement on January 22, 1997 at Reel 1534, Frame 0907 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that Heller release its security interests in the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Heller hereby agrees as follows:

Heller hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: the Trademark listed on Schedule A attached hereto which is now filed with the United States Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals, continuations, or extensions thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademark have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Debtor's business connected with the use of or symbolized by the Trademark; and

(c) any and all products and proceeds of any of the foregoing, including, without limitation, (i) any claims by Debtor against third parties for past, present or future infringement of the Trademark or of any license with respect thereto; or (ii) injury to the goodwill associated with the Trademark or any license with respect thereto.

Heller further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Heller has caused this Release of Trademark to be duly executed as of the day and year first above written.

HELLER FINANCIAL, INC.

By: *Gregory K Hall*
Name: Gregory K Hall
Title: Duly Authorized Signatory

SCHEDULE A

TO

RELEASE OF TRADEMARKS

Federal Registration:

Registration No.: 1,758,786

Date Registered: March 16, 1993

Trademark: "Beaver Express" and design

Registrant: Beaver Express, Inc.

Class: 39 – Freight Transportation by Truck

State Registration – Oklahoma:

Registration No.: 32343

Registered: May 11, 1992

Trademark: "Beaver Express" and design

Registrant: Beaver Express, Inc.

Class: 105 – Transportation and Stage