



102405042 4-303

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Momentum Logistics, Inc.

Individual  Association  
 General Partnership  Limited Partnership  
 Corporation-State Florida  Other -

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other -

Execution Date: March 5, 2003

2. Name and Address of receiving party(ies):  
 Name: Momentum Logistics, Inc.  
 Internal Address: c/o R.R. Donnelley & Sons Company  
 Street Address: 77 West Wacker Drive  
 City: Chicago State: IL Zip: 60601-1696 Country: USA

Individual(s) Citizenship: U.S.A.  
 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, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
 If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)	B. Trademark registration No.(s)
	U.S. Registration No. 2,449,693 registered May 8, 2001

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Elisabeth A. Evert, Esq.  
 Internal Address: Sidley Austin Brown & Wood  
 Street Address: 717 North Harwood St., Suite 3400  
 City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$40.00 (assignment) *Charge 40.*  
 \$120.00 (expedited service) *120.00*  
 \$160.00 (total)

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 18-1260

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.

*W. A. Evert* 04/02/03  
 Elisabeth A. Evert Date  
 Name of Person Signing Total number of pages comprising cover sheet 1

OMB No. 0651-0011 (exp. 4/94) Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignment  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK is entered into this 5<sup>th</sup> day of March, 2003, by Momentum Logistics, Inc., a Florida corporation ("MLI Florida"), in favor of Momentum Logistics, Inc., a Delaware corporation and a wholly owned subsidiary of R.R. Donnelley & Sons Company, a Delaware corporation ("MLI Delaware").

**WHEREAS**, MLI Florida and MLI Delaware are parties to a certain Asset Purchase Agreement dated as of March 5, 2003 (the "Agreement"), pursuant to which MLI Delaware has agreed to purchase substantially all of the assets, properties and business of MLI Florida;

**WHEREAS**, MLI Florida owns all right, title and interest in and to and is the sole exclusive owner of the mark listed on Exhibit A (the "Mark"), attached hereto and incorporated herein; and

**WHEREAS**, pursuant to the Agreement, MLI Florida desires to assign and transfer to MLI Delaware all of its right, title and interest in and to the Mark and MLI Delaware is desirous of acquiring the same.

**NOW, THEREFORE**, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MLI Florida does hereby assign, sell and transfer to MLI Delaware all of its right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, the right to sue for past infringement thereof, the registration and application for registration therefor, and all the benefit of the Mark. MLI Florida does further consent to the recordation of this Assignment of Trademark by MLI Delaware with any governmental agency. MLI Delaware agrees to assume responsibility for recording fees and other costs associated with recording of title to the Mark.

This Assignment of Trademark shall be binding upon MLI Florida, its successors and assigns, and shall inure to the benefit of MLI Delaware and its successors and assigns.

\* \* \* \* \*

**IN WITNESS WHEREOF**, MLI Florida has executed this Assignment of Trademark as of the date first written above.

**Momentum Logistics, Inc.**

By: *[Signature]*  
Name: *Paul S. [Signature]*  
Title: *President*

**EXHIBIT A**

**MARK**

Mark: Momentum Logistics  
Registered: May 8, 2001  
Serial No.: 75572187  
Registration No.: 2449693