

08-01-2003

FORM PTO-1594
1-21-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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102514601

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

1. Name of conveying party(ies): 7-36-03
USF Seko Worldwide, Inc
9700 West Higgins Road, Suite 570
Rosemont, Illinois 60018

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

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

2. Name and address of receiving party(ies):
 Name: Seko Air Freight, Inc.
 Internal Address: 790 Busse Highway
 Street Address: _____
 City: Elk Grove Village State: Illinois 60007

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Illinois
 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

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

Execution Date: July 11, 2003
 Effective Date: October 16, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark registration No.(s)
2,117,536
2,117,535

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: David H. Cooper, Esq.
 Internal Address: Goldberg & Simpson, P.S.C.
 Street Address: 101 South 5th Street
3000 National City Tower
 City: Louisville State: KY ZIP: 40202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):..... \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: N/A
 (Attach duplicate copy of this page if paying by deposit account)

00000139 2117536 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.

David H. Cooper, Esq. [Signature] July 21, 2003
 Name of Person Signing Signature Date

Attorney of Record 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 Assignments
 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.

TRADEMARK

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02 FC:0522

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OPR/FINANCE

ASSIGNMENT OF SERVICE MARKS AND REGISTRATIONS THEREOF

This Assignment ("**Assignment**") is entered into as of the 11 day of July, 2003, *but retroactively effective as of October 16, 2002* (the "**Effective Date**"), by and between (i) **USF SEKO WORLDWIDE, INC.**, a non-active Illinois corporation previously having its principal place of business at 9700 West Higgins Road, Suite 570, Rosemont, Illinois 60018 (the "**Assignor**") and (ii) **SEKO AIR FREIGHT, INC.**, a non-active Illinois corporation previously having its principal place of business at 790 Busse Highway, Elk Grove Village, Illinois 60007 (the "**Assignee**").

WHEREAS, through various prior mergers and/or acquisitions and/or name changes, the following service marks and corresponding registrations, owned of record as of the Effective Date by Assignor in the United States Patent and Trademark Office (the "**USPTO**"), are now owned by Assignee;

WHEREAS, Assignor, pursuant to its wind-down of its operations, desires to formally assign to Assignee, as of the Effective Date, all rights, title and interest in and to the following Marks (collectively, the "**Marks**") including, without limitation, all rights to two United States Registrations listed below as issued by the USPTO; and

WHEREAS, this Assignment of the following service marks and the corresponding registrations thereof provides for Assignor to transfer ownership of the Marks, and all the good will symbolized therewith, to Assignee:

Marks:	Registration Numbers:	Registration Dates:
SEKO WORLDWIDE	2,117,536	December 2, 1997
SEKO WORLDWIDE & DESIGN	2,117,535	December 2, 1997

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor, *effective, nunc pro tunc, as of October 16, 2002*, the Effective Date herein, hereby sells, assigns, transfers and conveys to Assignee all its rights, title and interest in and to the Marks, and registrations thereof as identified above, free and clear of all liens and encumbrances, together with the good will of the business symbolized thereby, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all other rights corresponding to the Marks throughout the world including, without limitation, registrations and pending applications thereof.

The USPTO is hereby authorized to deliver to Assignee and/or its undersigned attorneys of record, agents, successors or assigns, all official documents and

communications with respect to the above-identified registrations as may be warranted by this Assignment.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of each of Assignor and Assignee, have executed this Assignment on the date set forth below, but deemed to be effective as of the Effective Date.

USF SEKO WORLDWIDE, INC. (ASSIGNOR):

By: William J. Wascher
WILLIAM J. WASCHER, its PRESIDENT

Date: 7/11/03

SEKO AIR FREIGHT, INC. (ASSIGNEE)

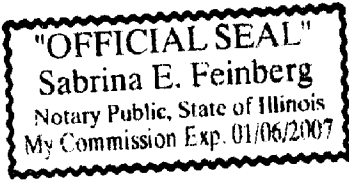
By: William J. Wascher
WILLIAM J. WASCHER, its PRESIDENT

Date: 7/11/03

STATE OF ILLINOIS)

COUNTY OF DuPage) S.S.

On this 11 day of July, 2003 before me appeared William J. Mascher, the acting President of **USF SEKO WORLDWIDE, INC.**, Assignor herein; that he is duly authorized by Assignor to sign this instrument pursuant to the wind-down of its affairs; and that he has signed this instrument as a free act on behalf of Assignor.



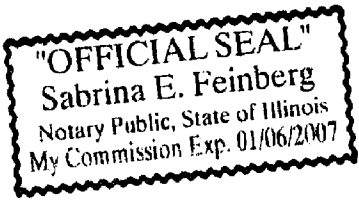
Sabrina E. Feinberg
Notary Public, State-at-Large
State of Illinois

My Commission Expires: 01/06/2007

STATE OF ILLINOIS)

COUNTY OF DuPage) S.S.

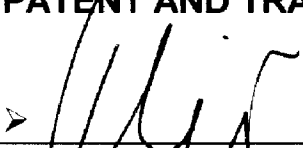
On this 11 day of July, 2003 before me appeared William J. Mascher, the acting President of **SEKO AIR FREIGHT, INC.**, Assignee herein; that he is duly authorized by Assignee to sign this instrument; and that he has signed this instrument as a free act on behalf of Assignee.



Sabrina E. Feinberg
Notary Public, State-at-Large
State of Illinois

My Commission Expires: 01/06/2007

**THIS ASSIGNMENT WAS PREPARED BY
THE UNDERSIGNED AS ATTORNEY OF RECORD
AND SHALL BE RECORDED IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE:**



**David H. Cooper, Esq.
Goldberg & Simpson, P.S.C.
3000 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202
Telephone: (502) 589-4440
Fax: (502) 581-1344**

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*Assignment of Service Mark Registrations from USF Seko Worldwide, Inc.
to Seko Air Freight, Inc. for Recordation in the United States Patent
& Trademark Office*

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RECORDED: 07/30/2003

**TRADEMARK
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