

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Lines, LLC	CSX Lines, LLC	01/23/2004	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA	
Name:	Sea-Logix, LLC
Street Address:	669 Harbor Plaza
City:	Long Beach
State/Country:	CALIFORNIA
Postal Code:	90802
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2643492	SEA-LOGIX

CORRESPONDENCE DATA	
Fax Number:	(904)242-0175
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	904 242 9531
Email:	k kb@atlanticbeachlaw.com
Correspondent Name:	Karen Koster Burr
Address Line 1:	P.O. Box 330630
Address Line 4:	Atlantic Beach, FLORIDA 32233-0630

NAME OF SUBMITTER:	Karen Koster Burr
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Total Attachments: 2 source=SeaLogixAsst#page1.tif source=SeaLogixAsst#page2.tif
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OP \$40.00 2643492

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between **Horizon Lines, LLC** a Delaware Limited Liability Company ("Horizon Lines" or "Assignor"), with principal offices located at 2101 Rexford Road, Suite 350 West, Charlotte, North Carolina 28211, and **Sea-Logix, LLC**, a Delaware Limited Liability Company ("Sea-Logix" or "Assignee"), with offices at 669 Harbor Plaza, Long Beach, California 90802.

WITNESSETH:

WHEREAS, the original registrant of USPTO Trademark Registration Number 2643492 for SEA-LOGIX ("the Mark") has assigned the Mark to Assignor in the context of a larger transaction effective February 27, 2003; and

WHEREAS, Assignee is a wholly owned subsidiary of Assignor and is the entity that will use the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

TERMS AND CONDITIONS:

Section 1 – Recitals: The above identification of parties and recitals are true and correct.

Section 2 – Assignment: Assignor hereby conveys, assigns and transfers to Assignee all rights, title and interests in and to the Mark, worldwide, and all registrations and renewals issued and to be issued in relation to the Mark.

Section 3 – Consideration: In consideration of Assignor's transfer of the rights in the Mark, Assignee will pay \$100 and reimburse Assignor all future costs associated with the Mark.

Section 4 – Warranty of Title: Assignor represents and warrants that Assignor has full right to convey the rights, title and interests herein assigned, that Assignor has not and will not execute any agreement in conflict herewith, and that the rights, title and interests assigned herein are not encumbered by any grant, license or right heretofore given to another party.

Section 5 – No other Warranty: Except as otherwise provided in Section 4, the Assignee accepts this assignment "as is" and without any representation or warranty, express or implied, including without limitation any warranty that the use of the Mark will not infringe or violate any patent or other intellectual property rights of any third party.

Section 6 – Indemnification of Assignor: Assignee agrees to indemnify and hold Assignor and its successors and assigns, harmless against any liability, damage or expense (including costs and attorneys' fees and expenses) by reason or arising out of or relating to any act, duties or obligations or omissions of the Assignee or of any personnel employed or otherwise engaged by the Assignee, howsoever arising and that Assignee shall, at the request of the Assignor, assume the defense of any demand, claim, action, suit or proceeding brought against the Assignor in any way connected to the Mark or the Applications or any enhancements hereafter thereto and pay any and all damages assessed against or that are payable by the Assignor as a result of disposition of any such demand, claim, action, suit or proceeding. Notwithstanding the foregoing, the Assignor may be represented at any such action suit or proceeding at its own expense and by its own legal counsel.

Section 7 – Cooperation: Assignor shall promptly provide all assistance, cooperation, and information reasonably necessary for Assignee to prepare, complete, prosecute, maintain, preserve, enforce and/or defend any applications or registrations pertaining to the Mark.

Section 8 – Governing Law: This Agreement shall be governed by the laws of the United States of America and the State of Florida with the exception of conflicting conflicts of law provisions and venue shall be Duval County, Florida.

Section 9 – Effective Date: The term "Effective Date" shall mean February 27, 2003.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

Assignor: **Horizon Lines, LLC**

Robert S. Zuckerman
Signature

By: ROBERT S. ZUCKERMAN

Title: VICE PRESIDENT + SECRETARY

Date: 1/23/04

Before me personally appeared Assignor, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement, and acknowledged that he/she executed the same.

Sandra L. Frazier
Notary Public

SANDRA L. FRAZIER
Notary Public of North Carolina
My Commission Expires Oct. 2, 2005
Registered in Mecklenburg County

Assignee: **Sea-Logix, LLC**

Robert S. Zuckerman
Signature

By: ROBERT S. ZUCKERMAN

Title: SECRETARY

Date: 1/23/04

Date

Before me personally appeared the individual signing on behalf of Assignee, known to me or proved to me on the basis of satisfactory evidence to be the person who represents the Assignee subscribed to in this Agreement, and acknowledged that he/she executed the same.

Sandra L. Frazier
Notary Public

SANDRA L. FRAZIER
Notary Public of North Carolina
My Commission Expires Oct. 2, 2005
Registered in Mecklenburg County