

10-24-2003



102582866

To the Honorable Commissioner of Patent

Please record the attached original documents or copy thereof.

OFFICE OF PATENT RECORDS 2003 OCT 16 AM 10 37 FINANCE SECTION

1. Name of conveying party(ies):

CNF Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: September 25, 2003

2. Name and address of receiving party(ies)

Name: Consolidated Freightways Corporation

Internal

Address:

Street Address: 1115 SE 164th Avenue

City: Vancouver State: WA Zip: 98683

- 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 (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) 1,981,006

Additional number(s) attached Yes No

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

Name: Steven Chinowsky, Esq.

Internal Address: Latham & Watkins

Street Address: 633 West Fifth Street

Suite 4000

City: Los Angeles State: CA Zip: 90071-2007

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

10/23/2003 DB/RME 00000073 1981006

01 FC:8521

9. Signature.

40.00

Rachel Pinto

Name of Person Signing

Signature

October 10, 2003

Date

Total number of pages including cover sheet, attachments, and document: 8

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

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment"), is made and entered into as of September 25, 2003, by and between CNF Inc., a Delaware corporation ("Assignor") and Consolidated Freightways Corporation, a Delaware corporation ("Assignee").

In consideration of the amounts and other consideration set forth in the Stipulation for Dismissal of Adversary Proceeding and Transfer of Trademark, by and among Assignor, Menlo Logistics, Inc. and Assignee, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, sets over and conveys to Assignee, free and clear of any and all interests, claims, liens, encumbrances, UCC filings, licenses and/or prior assignments, all of its right, title and interest throughout the world, through all channels of trade, and in perpetuity in, to and under the CF stylized red and green trademark depicted on Schedule A (the "Mark") and any applications and registrations therefor, including, but not limited to, those set forth in the attached Schedule B (the "U.S. Registration") and Schedule C (the "Canadian Registration"), including common law rights, together with the goodwill of the business symbolized thereby and the entire business and/or portion thereof to which the Mark pertains, and the right to sue and recover for all past, present and future infringements and other violations of the Mark, the same to be held and enjoyed by the Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by the Assignor had this assignment not been made.
2. Assignor, for itself and its heirs and assigns, hereby covenants that from time to time after delivery of this instrument, at Assignee's request and sole expense but without further consideration, Assignor will take all such reasonable further actions and execute all such further documents and instruments as shall be reasonably necessary or convenient to carry out more effectively the purposes of this Assignment and to effectively vest in Assignee the Mark and all registrations and applications therefor. All such actions, documents and instruments shall be in form and substance reasonably acceptable to Assignee.
3. Assignor hereby represents and warrants that: (i) Assignor has the requisite power and authority to execute and deliver this Assignment and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Assignment by Assignor has been duly and validly authorized by all necessary action of Assignor, and no additional authorization on the part of Assignor is necessary or desirable in connection with the execution, delivery and performance by Assignor of its obligations under this Assignment; (iii) this Assignment has been duly executed and delivered by the Assignor and is a legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms; (iv) except for any license granted to Assignee under that certain Trademark License Agreement dated December 2, 1996 (the "License Agreement") or any assignment granted to Assignee under that certain Trademark Assignment dated November 25, 1996 (the "Prior Assignment"), the execution, delivery and performance by Assignor of this Assignment and the consummation of the transactions contemplated hereby do not and will not conflict with, breach or violate any provision of any contract or other instrument to which Assignor is a party or by which its or any of its assets are

bound, or violate or result in a breach of or constitute a default under, any law or judgment to which Assignor is subject or by which its assets are bound or create or impose any lien or encumbrance on the Mark; (v) Assignor is not aware of any third party claims, suits, proceedings or disputes related to the enforceability or ownership of the Mark or the infringing use thereof; (vi) except to the extent set forth in the License Agreement or the Prior Agreement, Assignor is the beneficial and registered owner of the Mark and has the right to sell, convey, transfer, assign and deliver to Assignee its right, title and interest in, to and under the Mark, free and clear of any interests, claims, liens or encumbrances; and (vii) Assignor has not entered into any license, assignment, contract or other agreement with respect to the Mark other than the License Agreement and the Prior Assignment.

4. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

5. This Assignment may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

6. This Assignment shall be construed and governed by the substantive laws of the State of California without reference to conflict of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

"Assignor"

CNF Inc.

[Handwritten signature]

By: _____
Name: EBERHARD G.H. SCHMOLLER
Title: SENIOR VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

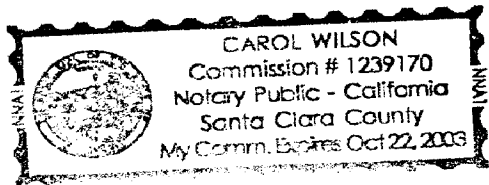
State of CALIFORNIA)
)
County of SANTA CLARA) ss.

On September 25, 2003, before me, Carol Wilson, Notary Public, personally appeared Eberhard G.H. Schmoller, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

Carol Wilson
Notary Public



"Assignee"

Consolidated Freightways Corporation

By: Stephen Sokol
Name: Stephen Sokol
Title: V.P. of Finance & CFO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Clark

ss.:

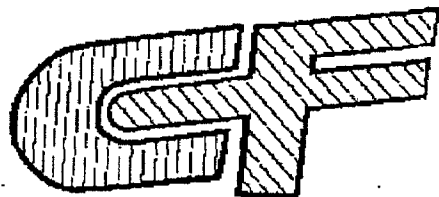
On this 23 day of September 2003, before me, the undersigned, personally appeared Stephen Sokol, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Darlene A. Barnes
[NOTARY SEAL]

SCHEDULE A

MARK



The above drawing is lined for the colors red and green, which indicate the color red for the letter "C" and the color green for the letter "F." The designated red and green colors indicated by the lining in the drawing is a feature of the Mark.

SCHEDULE B

**U.S. TRADEMARK
APPLICATIONS AND
REGISTRATIONS**

Registration No.

STATUS

1,981,006

Registered

SCHEDULE C

**CANADIAN TRADEMARK
APPLICATIONS AND
REGISTRATIONS**
Registration No.

STATUS

TMA474,300

Registered