

07-28-2004



RE

102801364

7/28/04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

LGX Logistics, LLC

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

Citizenship (see guidelines) Tennessee

Execution Date(s) October 17, 2002

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Re Transportation, Inc.

Internal Address: Suite 125

Street Address: 866 Ridgeway Loop Road

City: Memphis

State: Tennessee

Country: USA Zip: 38120

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Tennessee
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
Serial Number: 76347531

B. Trademark Registration No.(s)
2609818

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Mark: LGX; International Class: 039

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

Name: Thomas P. Brabyn

Internal Address: 17th Floor

Street Address: One Commerce Square

City: Memphis

State: Tennessee Zip: 38103

Phone Number: 525-1322

Fax Number: 525-2389

Email Address: tbrabyn@glankler.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0000013 76347531 Expiration Date 40.00

b. Deposit Account Number

Authorized User Name

9. Signature: Thomas P. Brabyn

Signature

7/22/04

Date

Thomas P. Brabyn

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

07/29/2004
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CORPORATION AGREEMENT

THIS AGREEMENT is made and entered into as of August 5, 2002, by and among **Re Transportation, Inc.**, a Tennessee corporation ("Re Transport"), **LGX Logistics, LLC**, a Tennessee limited liability company ("LGX"), **David H. Wedaman**, an adult resident of the State of Tennessee ("Wedaman"), **Philip L. Dunavant**, an adult resident of the State of Tennessee ("Dunavant"), and **James P. Waggoner**, an adult resident of the State Tennessee ("Waggoner").

First: Wedaman is the sole shareholder and sole director of Re Transport. Re Transport was incorporated on January 3, 2002 by filing its Charter with the Tennessee Secretary of State. Re Transport obtained its status as an S corporation shortly thereafter.

Second: Dunavant and Waggoner are the sole members of LGX. Dunavant and Waggoner shall sell and transfer all of their membership interests in LGX to Re Transport in exchange for shares of common stock of Re Transport, and Wedaman shall contribute additional assets to Re Transport in exchange for additional shares of common stock of Re Transport in a transaction intended to qualify as nontaxable pursuant to Section 351 of the Internal Revenue Code of 1986, as amended (collectively, the "Transaction"). Following the closing of the Transaction, LGX, as a wholly owned subsidiary of Re Transport, shall remain obligated under the following agreements:

- (a) Computer Sublease Agreement dated March 1, 2002, between dotLogix, Inc. ("dotLogix") and LGX, related to the Econocom USA equipment;
- (b) Computer Sublease Agreement dated March 1, 2002, between dotLogix and LGX, related to that certain Dell Computer.
- (c) The Contracts as defined in the Contract Assignment and Liability Assumption Agreement dated March 1, 2002, between dotLogix and LGX.
- (d) Software License Agreement dated March 1, 2002, between dotLogix and LGX.
- (e) Office Space Sublease dated March 1, 2002, between dotLogix and LGX.

Re Transport will otherwise assume all liabilities of LGX from and after the closing of the Transaction.

Third: Immediately prior to the Transaction, LGX shall purchase from dotLogix for two thousand dollars (\$2,000.00) in immediately available funds all of dotLogix's rights, title and interest in and to the LGX Logistics, LLC Membership Interest Purchase Warrant (the "Warrant"), and the Warrant shall be terminated in all respects. LGX will pay to dotLogix in immediately available funds the remaining principal and interest (in the amount of twenty-one thousand eight hundred dollars and forty-eight cents (\$21,800.48)) on that certain revolving line of credit note made by LGX in favor of dotLogix, and such revolving line of credit note will be terminated in all respects.

Fourth: The parties agree that the charter of Re Transport shall be amended to increase the authorized capital stock of Re Transport from one million (1,000,000) to three million (3,000,000) shares of common stock. Set forth on **Exhibit "A"** attached hereto is the stock ownership information of Re Transport (i) as it currently stands, (ii) as it shall be following the closing of the Transaction, and (iii) as it shall be on a fully diluted basis following the closing of the Transaction when considering shares reserved for issuance under the Re Transportation, Inc. 2002 Long-Term Incentive Plan (the "LTIP") to be adopted by Re Transport.

Fifth: The parties shall enter into a definitive Contribution Agreement ("Contribution Agreement"), which agreement will contain standard representations, warranties, covenants, conditions and other provisions typically required in transactions similar to the Transaction.

Sixth: Re Transport will adopt the LTIP and grant to Waggoner an incentive stock option to purchase 50,000 shares of common stock of Re Transport with an exercise price of \$0.25 per share, and 700,000 shares of common stock shall be reserved for issuance to employees or independent contractors whom Re Transport anticipates using in connection with its business following the closing of the Transaction.

Seventh: Re Transport, Wedaman, Dunavant and Waggoner will enter into a shareholder agreement (the "Shareholder Agreement") among themselves, which Shareholder Agreement will, among other things, restrict the sale and transfer of issued and outstanding shares of common stock of Re Transport.

Eighth: At the closing of the Transaction, Re Transport, LGX, Wedaman, Dunavant and/or Waggoner, as the case may be, shall deliver the following documents, in duly executed form:

- (a) the Contribution Agreement;
- (b) the books and records of LGX;
- (c) any bills of sale and assignments necessary to effect the transactions contemplated by this Agreement or the Contribution Agreement;
- (d) certified copies of resolutions adopted by the Board of Governors and Members of LGX, approving the execution, delivery, and performance of the transactions contemplated by this Agreement and the Contribution Agreement;
- (e) the Shareholder Agreement.
- (f) Re Transport common stock certificates issued to each of Wedaman, Dunavant and Waggoner in the amounts set forth on **Exhibit "A"**;
- (g) the LTIP;

(h) the incentive stock option grant to Waggoner for the option to purchase 50,000 shares of common stock of Re Transport; and

(i) certified copies of resolutions adopted by the Board of Directors of Re Transport, approving the execution, delivery, and performance of the transactions contemplated by this Agreement and the Contribution Agreement;

Ninth: From and after the closing of the Transaction, the individuals listed below shall be the members of the Board of Directors of Re Transport until their respective successors are duly elected and qualified:

David H. Wedaman
Philip L. Dunavant

Tenth: From and after the closing of the Transaction, the officers of Re Transport shall be as follows until their respective successors are duly elected and qualified:

David H. Wedaman	President
Philip L. Dunavant	Vice President, Chief Operating Officer, Secretary and Treasurer
James P. Waggoner	Vice President

Eleventh: All parties agree that upon request by any party hereto, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments (including, without limitation, the Contribution Agreement and all other documents, instruments, certificates and agreements in connection therewith), as may be reasonably necessary from time to time to further evidence, confirm or carry out the intent and purposes of the Transaction.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document. The execution and delivery of this Agreement by delivery of a facsimile copy bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party, and such facsimile copies shall constitute enforceable original documents;

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Re Transportation, Inc.

By: David H. Wedaman
Name: David H. Wedaman
Title: President

LGX Logistics, LLC

By: Philip L. Dunavant
Name: Philip L. Dunavant
Title: Chief Manager

David H. Wedaman
David H. Wedaman

Philip L. Dunavant
Philip L. Dunavant

James P. Waggoner
James P. Waggoner

Exhibit "A"

Stock Ownership Information

(See Attached)

RE TRANSPORTATION, INC.
 STOCK OWNERSHIP INFORMATION
 9/10/02

	A. ORIGINAL FORMATION		B. LGX ADDITION		C. STOCK OPTION PLAN		
	TOTAL SHARES	%	NEW SHARES	TOTAL SHARES	NEW SHARES	TOTAL SHARES	%
WEDAMAN	500,000	100.00%	629,200	1,129,200	0	1,129,200	45.17%
DUNAVANT	0	0.00%	568,800	568,800	0	568,800	22.75%
WAGGONER	0	0.00%	52,000	52,000	0	52,000	2.08%
WAGGONER OPTIONS	0	0.00%	0	0	50,000	50,000	2.00%
OTHER STOCK OPTIONS	0	0.00%	0	0	700,000	700,000	28.00%
	500,000	100.00%	1,250,000	1,750,000	750,000	2,500,000	100.00%

	SHARES	%
WEDAMAN	1,129,200.00	45.17%
DUNAVANT	568,800.00	22.75%
WAGGONER	52,000.00	2.08%
WAGGONER OPTIONS	50,000.00	2.00%
OTHER STOCK OPTIONS	700,000.00	28.00%
	2,500,000.00	100.00%

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CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into as of October 17, 2002, by and among **Re Transportation, Inc.**, a Tennessee corporation ("Re Transport"), **LGX Logistics, LLC**, a Tennessee limited liability company ("LGX"), **David H. Wedaman**, an adult resident of the State of Tennessee ("Wedaman"), **Philip L. Dunavant**, an adult resident of the State of Tennessee ("Dunavant"), and **James P. Waggoner**, an adult resident of the State Tennessee ("Waggoner").

RECITALS:

WHEREAS, Wedaman is the sole shareholder and sole director of Re Transport, and desires to contribute additional business assets to Re Transport in exchange for additional shares of common stock, no par value per share, of Re Transport ("Common Stock"), and the other parties hereto desire the same to occur, pursuant to the terms and subject to the conditions set forth herein; and

WHEREAS, Dunavant and Waggoner are the sole members and governors of LGX, and each desire to sell and transfer all of their limited liability company membership interests in LGX (collectively, the "LGX Membership Interests") to Re Transport in exchange for shares of Common Stock, and the other parties hereto desire the same to occur, pursuant to the terms and subject to the conditions set forth herein; and

WHEREAS, from and after a successful closing of the transactions contemplated hereby, Re Transport will be the sole member of LGX; and

WHEREAS, the parties hereto intend that the transactions contemplated by this Agreement qualify as nontaxable pursuant to Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I

WEDAMAN CONTRIBUTION

SECTION 1.1 *Contribution of Wedaman Assets.* Wedaman hereby sells, conveys, transfers and delivers to Re Transport and Re Transport hereby accepts and acquires from Wedaman the assets set forth on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Wedaman Assets"), and in consideration therefor, Re Transport shall issue and deliver to Wedaman Six Hundred Twenty-Nine Thousand Two Hundred (629,200) shares of Common Stock (the "Wedaman Stock Consideration"), upon the terms and subject to the conditions set forth herein.

TRADEMARK

REEL: 003014 FRAME: 0539

SECTION 1.2 *Representations, Warranties and Agreements of Wedaman.*
Wedaman represents, warrants, and agrees as follows:

(a) Wedaman is the owner of the Wedaman Assets, free and clear of all liens, claims, encumbrances, security agreements, equities, options, charges and restrictions of any nature whatsoever ("Liens"). Upon delivery of the Wedaman Assets, Re Transport will receive good title thereto, free and clear of all Liens.

(b) The consummation of the sale contemplated by this Article I will not result in or constitute a breach of any other agreement to which Wedaman is a party or result in the creation or imposition of any Lien upon the Wedaman Assets.

(c) Wedaman has the right, power, authority and capacity to sell, transfer, convey and deliver the Wedaman Assets in accordance with the terms of this Agreement.

ARTICLE II DUNAVANT CONTRIBUTION

SECTION 2.1 *Contribution of Dunavant's LGX Membership Interest.* Dunavant hereby sells, transfers, conveys and delivers to Re Transport, and Re Transport hereby accepts and acquires from Dunavant, all of Dunavant's rights, title and interest in and to Dunavant's entire limited liability company membership interest in LGX, such membership interest representing eighty percent (80%) of the total outstanding membership interests in LGX (the "Dunavant LGX Membership Interest"), and in consideration therefor, Re Transport shall issue and deliver to Dunavant Five Hundred Sixty-Eight Thousand Eight Hundred (568,800) shares of Common Stock (the "Dunavant Stock Consideration"), upon the terms and subject to the conditions set forth herein.

SECTION 2.2 *Representations, Warranties and Agreements of Dunavant.*
Dunavant represents, warrants, and agrees as follows:

(a) Dunavant is the owner of the Dunavant LGX Membership Interest, free and clear of all Liens. Upon the transfer of the Dunavant LGX Membership Interest to Re Transport, Re Transport will receive good title thereto, free and clear of all Liens.

(b) The consummation of the sale contemplated by this Article II will not result in or constitute a breach of any other agreement to which Dunavant is a party or result in the creation or imposition of any Lien upon the Dunavant LGX Membership Interest.

(c) Dunavant has the right, power, authority and capacity to sell, transfer, convey and deliver the Dunavant LGX Membership Interest in accordance with the terms of this Agreement.

ARTICLE III
WAGGONER CONTRIBUTION

SECTION 3.1 *Contribution of Waggoner's LGX Membership Interest.* Waggoner hereby sells, transfers, conveys and delivers to Re Transport, and Re Transport hereby accepts and acquires from Waggoner, all of Waggoner's rights, title and interest in and to Waggoner's entire limited liability company membership interest in LGX, such membership interest representing twenty percent (20%) of the total outstanding membership interests in LGX (the "Waggoner LGX Membership Interest"), and in consideration therefor, Re Transport shall issue and deliver to Waggoner Fifty-Two Thousand (52,000) shares of Common Stock (the "Waggoner Stock Consideration"), upon the terms and subject to the conditions set forth herein.

SECTION 3.2 *Representations, Warranties and Agreements of Waggoner.* Waggoner represents, warrants, and agrees as follows:

(a) Waggoner is the owner of the Waggoner LGX Membership Interest, free and clear of all Liens. Upon the transfer of the Waggoner LGX Membership Interest to Re Transport, Re Transport will receive good title thereto, free and clear of all Liens.

(b) The consummation of the sale contemplated by this Article III will not result in or constitute a breach of any other agreement to which Waggoner is a party or result in the creation or imposition of any Lien upon the Waggoner LGX Membership Interest.

(c) Waggoner has the right, power, authority and capacity to sell, transfer, convey and deliver the Waggoner LGX Membership Interest in accordance with the terms of this Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES REGARDING LGX

Dunavant and Waggoner hereby represent and warrant to Re Transport as follows with respect to LGX:

SECTION 4.1 *Organization, Qualification and Company Power.* LGX is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Tennessee and is duly authorized to conduct business.

SECTION 4.2 *Non-contravention.* Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which LGX is subject. LGX is not required to give any notice to, make any filing with, or

obtain any authorization, consent, or approval of any governmental authority in order for the parties to consummate the transactions contemplated by this Agreement.

SECTION 4.3 *Title to Assets.* Except for assets which are leased by LGX, LGX is the owner of all rights, title and interests in and to all of its assets, free and clear of all Liens and other imperfections in title of any nature whatsoever.

SECTION 4.4 *Litigation.* LGX (i) is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge and (ii) is not a party or, to either Dunavant's or Waggoner's knowledge, threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any governmental authority.

SECTION 4.5 *Guaranties.* LGX is not a guarantor for any indebtedness of any other person.

SECTION 4.6 *Membership Interests.* Dunavant and Waggoner own, beneficially and of record, the LGX Membership Interests, free and clear of any and all Liens and other imperfections in title of any nature whatsoever. The LGX Membership Interests are the only equity interests in LGX. Except for this Agreement, neither Dunavant, Waggoner nor LGX are a party to any purchase right, option or other contract or commitment that could require Dunavant, Waggoner or LGX to sell, transfer, or otherwise dispose of any membership interest of LGX. Neither Dunavant, Waggoner nor LGX are a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any membership interest of LGX.

ARTICLE V

REPRESENTATIONS AND WARRANTIES REGARDING RE TRANSPORT

Re Transport hereby represents and warrants to each of Wedaman, Dunavant and Waggoner as follows:

SECTION 5.1 *Stock Consideration.* All of the shares of Common Stock to be issued and delivered to each of Wedaman, Dunavant and Waggoner in connection with the Wedaman Stock Consideration, the Dunavant Stock Consideration and the Waggoner Stock Consideration (collectively, the "Stock Considerations") are or shall be at the time of issuance (i) duly authorized, validly existing and unissued shares of Common Stock, (ii) free and clear of all Liens other than the Shareholder Agreement of even date herewith by and among Re Transport, Wedaman, Dunavant and Waggoner, and (iii) fully paid and nonassessable. The consummation of the transactions contemplated herein will not result in or constitute a breach of any other agreement to which Re Transport is a party or result in the creation or imposition of any Lien upon the property of Re Transport. Re Transport, through its designated officer, has the right, power, authority and capacity to sell, convey and deliver the Stock Considerations, all in accordance with the terms of this Agreement.

SECTION 5.2 *LGX Membership Interests.* Re Transport is acquiring the LGX Membership Interests for the purpose of investment and not with a view to the distribution thereof. Re Transport acknowledges that the LGX Membership Interests have not been registered under the Securities Act of 1933 or the Tennessee Securities Act, and that they may not be transferred or resold except in compliance therewith.

SECTION 5.3 *Litigation.* Re Transport (i) is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge and (ii) is not a party or, to its knowledge, threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any governmental authority.

SECTION 5.4 *Guaranties.* Re Transport is not a guarantor for any indebtedness of any other person.

ARTICLE VI CLOSING

SECTION 6.1 *Closing Date, Time and Place.* The closing of the transactions contemplated by this Agreement (the "Closing") shall be held on October 21, 2002, or such later date as may be mutually agreed upon by the parties (the "Closing Date"), at the offices of LGX Logistics, LLC, located at 866 Ridgeway Loop Road, Suite 125, Memphis, Tennessee 38120, at 10:00 a.m., Central Time, or such other time and place as may be mutually agreed upon by the parties.

SECTION 6.2 *Issuance of Stock Consideration.* At the Closing, Re Transport will deliver to each of Wedaman, Dunavant and Waggoner stock certificates representing, respectively, the Wedaman Stock Consideration, the Dunavant Stock Consideration, and the Waggoner Stock Consideration, duly endorsed for issuance to each.

SECTION 6.3 *Failure of Closing.* In the event a party hereto shall fail or refuse for any reason to deliver any of the documents, instruments, certificates, agreements or assurances required herein or in the Corporation Agreement dated as of August 5, 2002, entered into by and among the parties hereto, a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference (the "Corporation Agreement"), or to take any other action contemplated herein or therein, all in accordance with the terms, representations, warranties and covenants set forth in this Agreement and the Corporation Agreement, the other parties at their option may either sue such non-conforming party for specific performance of this Agreement and/or the Corporation Agreement, pursue such other remedies as may be available under the law, or terminate this Agreement and the Corporation Agreement absolutely, and only in the last event shall this Agreement and the Corporation Agreement become null and void without any liability on the part of any party to the other. In the event a party shall fail or refuse to effect the Closing in violation of the terms and conditions of this Agreement, the other parties at their option may either sue such non-conforming party for specific performance of this Agreement and/or the Corporation Agreement, pursue such other remedies as may be available under the law, or terminate this

Agreement and the Corporation Agreement absolutely, and only in the last event shall this Agreement and the Corporation Agreement become null and void and terminate without any liability on the part of any party to the other.

ARTICLE 7
MISCELLANEOUS

SECTION 7.1 *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

SECTION 7.2 *Parties in Interest.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives, heirs, successors and assigns.

SECTION 7.3 *Headings.* The section headings used in this Agreement are for convenience purposes only and shall not affect the construction of any provision hereof.

SECTION 7.4 *Corporation Agreement Supplemented/Amendments/Waiver.* This Agreement is a supplement to, but does not supersede, the Corporation Agreement. To the extent not supplemented hereby, the Corporation Agreement shall remain in full force and effect from and after the date hereof. No supplement, modification or amendment of this Agreement or the Corporation Agreement shall be binding unless executed in writing by all parties hereto. No failure or delay on the part of the parties or any of them in exercising any right, power or privilege hereunder, nor any course of dealing between the parties or any of them shall operate as a waiver of any such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude the simultaneous or later exercise of any other right, power or privilege.

SECTION 7.5 *Nature and Survival of Representations and Warranties.* All representations, warranties, and agreements made by the parties hereto in this Agreement and in all other documents, instruments, certificates and agreements relating hereto, arising herefrom, contemplated hereby or in connection herewith shall be deemed to have been made again at and as of the Closing Date and shall then be true in all material respects, and said representations, warranties and agreements made herein and therein shall survive the Closing.

SECTION 7.6 *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Agreement shall become effective, as of the date specified in the opening paragraph, upon the execution by all of the parties of at least one counterpart hereof, and it shall not be necessary that any single counterpart bear the signatures of all parties.

SECTION 7.7 *Notices and Other Communications.* All notices, demands and other communications required or contemplated by this Agreement by any party shall be delivered either by (i) personal delivery, (ii) registered or certified U.S. Mail, postage prepaid with return receipt requested, or the equivalent of registered or certified U.S. Mail under the laws of the country where mailed, (iii) nationally recognized overnight courier, such as Federal Express or UPS, or (iv) facsimile transmission with a confirmation copy sent simultaneously by postage prepaid, return receipt requested, registered or certified U.S. Mail, in each case addressed (x) if to Re Transport or Wedaman, to the principal office of Re Transport located at 7305 Mont Blanc Drive, Germantown, Tennessee 38138, and (y) if to LGX, Dunavant or Waggoner, to such party at 866 Ridgeway Loop Road, Suite 125, Memphis, Tennessee 38120, or to such other address as may be designated in writing by any such party from time to time. Notice by registered or certified mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent, and in the absence of such record of delivery, the effective date shall be presumed to have been the fifth (5th) business day after it was deposited in the mail. All notices and other communications required or contemplated by this Agreement to be delivered in person or sent by courier shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of personal delivery. Notices delivered by facsimile transmission with simultaneous confirmation copy sent by registered or certified mail shall be deemed delivered to and received by the addressee and effective on the date sent. Notice not given in writing shall be effective only if acknowledged in writing by the party to whom it was given or a duly authorized representative thereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Re Transportation, Inc.

By: David H. Wedaman
Name: David H. Wedaman
Title: President

LGX Logistics, LLC

By: Philip L. Dunavant
Name: Philip L. Dunavant
Title: Chief Manager

David H. Wedaman
David H. Wedaman

Philip L. Dunavant
Philip L. Dunavant

James P. Waggoner
James P. Waggoner