

07-28-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/20)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



102801366

7-28-04

ET

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):

dotLogix, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) March 1, 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: LGX Logistics, LLC

Internal Address: Suite 125

Street Address: 866 Ridgeway Loop Road

City: Memphis

State: Tennessee

Country: USA Zip: 38120

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other limited liability company 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: 901-525-1322

Fax Number: 901-525-2389

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 \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

40.00 DP

07/29/2004 0000014 76347531 LITTELL

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: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003014 FRAME: 0568

07/29/2004 0000014 76347531 LITTELL 01 FC:0521

## ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT, including all exhibits and schedules hereto (collectively, the "Agreement"), is made and entered into as of March 1, 2002, by and among dotLogix, Inc, a Delaware corporation ("Seller"), LGX Logistics, LLC, a Tennessee limited liability company ("Buyer"), 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, Seller owns and operates a logistics division known as "LGX" (as defined herein); and

WHEREAS, Seller wishes to sell certain assets relating to LGX to Buyer, and Buyer wishes to purchase such assets and assume certain liabilities from Seller, all upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. In addition to any other defined terms, as used in this Agreement, the following terms shall have the following meanings:

(a) "Accounts Receivable" shall mean all accounts and notes receivable arising prior to Closing.

(b) "Assets" shall mean those certain Contracts, Intellectual Property, Equipment and goodwill, as well as any other assets, related to or associated with the Business, and listed on the Bill of Sale and Assignment.

(c) "Bill of Sale and Assignment" shall mean that certain Bill of Sale and Assignment, a copy of which is attached as **Exhibit "A"**.

(d) "Business" shall mean the logistics business of LGX in developing, operating and managing solutions in freight transportation and warehousing.

(e) "Closing" shall mean the consummation and date of consummation of the transactions contemplated by this Agreement, to be held at the offices of Glankler Brown, PLLC, One Commerce Square, 17<sup>th</sup> Floor, Memphis, TN 38103, or such other place as may be agreed upon, on **March 1, 2002**, or such later date as may be agreed upon by the parties.

(f) "Computer Sublease Agreements" shall mean those certain Computer Sublease Agreements, copies of which are attached as **Exhibit "B"**.

(g) "Contract Assignment and Liability Assumption Agreement" shall mean that certain Contract Assignment and Liability Assumption Agreement, a copy of which is attached as **Exhibit "C"**.

(h) "Contracts" shall mean those certain contracts listed on **Exhibit "D"** attached hereto and incorporated herein by reference.

(i) "Equipment" shall mean those items of furniture and equipment listed on **Exhibit "E"**

(j) "Guaranty" shall mean that certain Guaranty made by Dunavant in favor of Seller, a copy of which is attached hereto as **Exhibit "F"**.

(k) "Intellectual Property" shall mean all trade secrets, innovations, processes, product developments, product plans, services, research, data, know-how, improvements, discoveries, copyrights (including, without limitation, any applications therefore), patents, trademarks, service marks, and domain names (including, without limitation, any applications or reservations therefore, including any provisional applications), technology, techniques, inventions, processes, formulae, drawings, designs, engineering, hardware configuration information, operations methods, marketing plans, and strategies used or useful in the operation of or in connection with the Business, but specifically excluding the items which are the subject of the License Agreement.

(l) "Knowledge" means actual knowledge and what a party would have known after reasonable investigation.

(m) "LGX" means Seller's logistics division which operates the Business.

(n) "License Agreement" shall mean the Software License Agreement between Buyer and Seller, a copy of which is attached hereto as **Exhibit "G"**.

(o) "Office Space Sublease" shall mean the Office Space Sublease Agreement between Buyer and Seller, a copy of which is attached hereto as **Exhibit "H"**.

(p) "Pledge Agreement" shall mean that certain Stock Pledge Agreement made by Dunavant in favor of Seller, a copy of which is attached hereto as **Exhibit "I"**.

(q) "Revolving Line of Credit Note" shall mean that certain Revolving Line of Credit Note between Buyer and Seller, a copy of which is attached hereto as **Exhibit "J"**.

(r) "Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(s) "Trade Payables" means those certain accounts payable set forth on **Exhibit "K"** attached hereto.

(t) "Warrant" means the LGX LOGISTICS, LLC Membership Interest Purchase Warrant, a copy of which is attached hereto as **Exhibit "L"**.

## 2. Assets to be Conveyed and Consideration.

(a) Sale. Subject to the terms and conditions hereof, Seller hereby agrees to sell, assign, transfer, convey, and deliver to Buyer at the Closing, and Buyer agrees to purchase and receive from Seller, the Assets. The consideration for the sale of the Assets shall be the transfer, conveyance and delivery at the Closing, by or on behalf of Buyer, to Seller of 200,000 shares of common stock, \$0.01 par value per share, of Seller ("dotLogix Common Stock") held beneficially and of record by Dunavant (the "Stock Consideration"). The Stock Consideration is valued by the parties at \$100,000.

(b) Other Consideration. As additional consideration for the sale of the Assets, the parties shall execute and deliver the following documents, instruments, agreements or certificates, and take the following actions and perform the following deeds, as the case may be:

(1) the Contract Assignment and Liability Assumption Agreement;

(2) the License Agreement;

- (3) the Revolving Line of Credit Note;
- (4) the Warrant;
- (5) the Consulting Agreement;
- (6) the Office Space Sublease;
- (7) the Computer Sublease Agreements;
- (8) the Guaranty;
- (9) the Pledge Agreement; and
- (10) the payment by Seller of the Trade Payables in a timely manner.

3. Representations and Warranties of Seller. In order to induce Buyer to enter into this Agreement, Seller hereby represents and warrants to Buyer as of the date hereof, and as of the date of Closing, as follows:

(a) Status; Right, Power, and Authority. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Seller has the full corporate right, power, and authority to execute, deliver, and perform this Agreement.

(b) Execution. This Agreement and all other documents and instruments to be executed pursuant hereto have been duly authorized, validly executed, and delivered by Seller, and constitute the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their terms.

(c) Litigation. There are no actions, suits, or proceedings before any court, governmental agency, or arbitration tribunal that are currently pending (or to Seller's knowledge, threatened) against or affecting Seller, the Business, or the Assets.

(d) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) to Seller's Knowledge, violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject or any provision of the certificate of incorporation or bylaws of Seller or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or, except for that certain Common Stockholders Agreement dated as of March 17, 2000, as amended, among Seller and the holders of the outstanding dotLogix Common Stock (the "Common Stockholders Agreement"), require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets are subject. Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement.

(e) No Bankruptcy, Etc. On the date hereof, Seller shall not:

(i) have made an assignment for the benefit of creditors or be subject to any material judgment, lien or garnishment which remains unsatisfied;

(ii) have filed for itself (or there shall have been filed against it) any petition in bankruptcy or under any laws relating to insolvency or reorganization, or for the appointment of (or there shall have been appointed for it) any custodian, receiver, trustee or similar officer with respect to it or any substantial part of its assets; or

(iii) have taken any action to effectuate any of the foregoing.

(f) Tax Returns. Seller has filed, or has properly extended the filing date for, all federal, state, and local income and other Tax returns required by law with respect to the Business (all of which are true and correct in all material respects), and has duly paid or made provision for the payment of all Taxes, including, without limitation, all federal, state, or local Taxes, or any interest and penalties thereon which are due and payable pursuant to such returns, or any assessment with respect to any Taxes, whether or not in connection with such returns. There are no pending Tax examinations or Tax claims being asserted against Seller which may attach to or in any way affect the Business or Assets.

(g) Ownership. Seller is the owner of all rights, title and interests in and to all of the Assets, free and clear of all liens, claims, encumbrances, and other imperfections in title of any nature whatsoever. At the Closing, Seller shall convey to Buyer all of its rights, title and interests in and to all of the Assets, free and clear of all liens, claims, encumbrances and other imperfections of title of any nature whatsoever.

(h) Intellectual Property. Seller owns all Intellectual Property used in the operation of the Business (other than off the shelf software licenses) where presently conducted and as and where presently proposed to be conducted. Each item of Intellectual Property will be owned and available for use by Buyer on identical terms and conditions immediately subsequent to the Closing hereunder. Seller has taken all necessary and desirable action to maintain and protect each item of Intellectual Property that it owns or uses.

(i) Equipment. All of the Equipment is in good operating condition, normal wear and tear excepted. Seller expressly disclaims any warranties with respect to the merchantability or marketability of the Equipment.

(j) Disclosure. No representation or warranty by Seller herein, nor any statement, document or certificate furnished or to be furnished by Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

4. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as of the date hereof, and as of the date of the Closing, as follows:

(a) Status; Right, Power, and Authority. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Tennessee. Buyer has the full limited liability company right, power, and authority to execute, deliver, and perform this Agreement.

(b) Execution. This Agreement and all other documents and instruments to be executed pursuant hereto have been duly authorized, validly executed, and delivered by Buyer, and constitute the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their terms.

(c) Stock Consideration Ownership. Dunavant is the owner of the shares representing the Stock Consideration, free and clear of all liens, claims and encumbrances of any nature whatsoever, except for those arising from the Common Stockholders Agreement. At the Closing, Seller will receive good title to the shares representing the Stock Consideration, free and clear of all liens, claims and encumbrances of any nature whatsoever. The consummation of the sale contemplated by this Agreement 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, claim or encumbrance upon the shares representing the Stock Consideration. Dunavant has the right, power, authority and capacity to sell, transfer, convey and deliver the shares representing the Stock Consideration in accordance with the terms of this Agreement. The shares representing the Stock Consideration are validly issued, fully paid, and non-assessable.

(d) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) to Buyer's Knowledge, violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject or any provision of the articles of organization or operating

agreement of Buyer or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or, except for the Common Stockholders Agreement, require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets are subject. Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement.

(e) Disclosure. No representation or warranty by Buyer herein, nor any statement, document or certificate furnished or to be furnished by Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact. To Buyer's Knowledge, after due inquiry of Dunavant and Waggoner, there are no contingent liabilities of any nature relating to the Business which are not otherwise set forth on Seller's financial statements.

5. Indemnity.

(a) From and after the date of the Closing, Seller shall indemnify, defend, and hold harmless Buyer from and against the following:

(i) any and all liabilities or claims with respect to the payment of the Trade Payables, whether accrued, absolute, contingent or otherwise;

(ii) any and all losses, claims, suits, demands, damages, costs or expenses of any nature (including reasonable attorneys' fees and any reasonable expenses incurred in the investigation of any such matter), whether accrued, contingent or otherwise, arising from or relating to any breach by Seller of any representation, warranty, covenant or obligation under this Agreement.

(iii) any and all losses, claims, suits, demands, damages, costs or expenses of any nature, arising from or relating to Seller's operation of its business, other than the Business, prior to the Closing.

(b) From and after the date of the Closing, Buyer will indemnify and hold harmless Seller from and against the following:

(i) any and all losses, claims, suits, demands, damages, costs or expenses of any nature (including reasonable attorneys' fees and any reasonable expense incurred in the investigation of any such matter), whether accrued, absolute, contingent or otherwise, arising from or relating to the operation of the Business prior to and following the Closing, and the ownership of the Assets following the Closing, except the Trade Payables;

(ii) any and all losses, claims, suits, demands, damages, costs or expenses of any nature (including reasonable attorneys' fees and any reasonable expense incurred in the investigation of any such matter), whether accrued, contingent or otherwise, arising from or relating to any breach by Buyer of any provision of this Agreement.

6. Expenses. Seller shall pay the expenses incident to the preparation and carrying out of this Agreement and the transactions contemplated hereby; provided, however, that the parties acknowledge and consent to the formation of Buyer by Glankler Brown, PLLC, and Buyer shall pay all expenses related to such formation.

7. Conditions. The parties' obligations to consummate the transactions contemplated hereby is subject to the fulfillment, prior to or at the Closing, of the following conditions:

(a) Dunavant shall resign as President of Seller, effective the date of the Closing;

(b) Dunavant shall execute and deliver the Waiver of Designation Rights (the "Waiver of Designation Rights") attached hereto as **Exhibit "M"**.

(c) Seller and Buyer shall execute and deliver the Contract Assignment and Liability Assumption Agreement, the Office Space Sublease, and the Computer Sublease Agreements;

(d) Seller and Buyer shall execute and deliver the Warrant;

(e) Seller and Dunavant shall execute and deliver a letter agreement regarding consulting services to be provided by Dunavant to Seller (the "Consulting Agreement"), attached hereto as **Exhibit "N"**;

(f) Seller and Buyer shall execute and deliver a letter agreement regarding the provision by Seller to Buyer of certain information technology and support materials (the "IT Support Agreement"), attached hereto as **Exhibit "O"**;

(g) Seller and Buyer shall obtain the consent of ECONOCOM-USA, INC. ("ECONOCOM") to the sublease to Buyer of certain equipment leased by Seller under that certain Master Lease Agreement No. 031000, dated March 10, 2000, between ECONOCOM and Seller (the "ECONOCOM Consent");

(h) Seller and Buyer shall obtain the consent of Dell Financial Services, L.P. ("DFS") to the sublease to Buyer of certain equipment leased by Seller under that certain Lease Agreement #009933074-001, dated February 8, 2000, between DFS and Seller (the "DFS Consent");

(i) Buyer and Seller shall execute and deliver the Revolving Line of Credit Note and the License Agreement;

(j) Dunavant shall execute and deliver the Guaranty and the Pledge Agreement in favor of Seller; and

(k) Dunavant shall obtain waivers executed by each holder of dotLogix Common Stock (the "Waivers"), pursuant to which such holders shall waive their respective rights, as set forth in the Common Stockholders Agreement, to purchase from Dunavant their pro rata portion of his dotLogix Common Stock (excluding the Stock Consideration).

8. Deliveries at the Closing- Seller. At the Closing, Seller shall deliver to Buyer the following documents, in duly executed form:

(a) the Bill of Sale and Assignment;

(b) the Contract Assignment and Liability Assumption Agreement;

(c) certified copies of resolutions adopted by the Board of Directors and shareholders of Seller, approving the execution, delivery, and performance of this Agreement and the transactions contemplated herein;

(d) the License Agreement;

(e) the Revolving Line of Credit Note;

(f) the Consulting Agreement;

(g) the IT Support Agreement;

(h) the Warrant;

- (i) the Office Space Sublease;
- (j) the Computer Sublease Agreements;
- (k) the ECONOCOM Consent and the DFS Consent;
- (l) any other instruments of conveyance requested by Buyer to more effectively convey, transfer to, or vest in Buyer the title to or possession of the Assets; and
- (m) any other documents or instruments required herein.

9. Deliveries at the Closing-Buyer or Dunavant. At the Closing, Buyer or Dunavant, as the case may be, shall deliver to Seller the following sums and documents, in duly executed form:

- (a) the Stock Consideration;
- (b) the Contract Assignment and Liability Assumption Agreement;
- (c) certified copies of resolutions adopted by the Board of Governors of Buyer, approving the execution, delivery, and performance of this Agreement and the transactions contemplated herein;
- (d) the License Agreement;
- (e) the Revolving Line of Credit Note;
- (f) the Consulting Agreement;
- (g) the IT Support Agreement;
- (h) the Waiver of Designation Rights
- (i) the Guaranty and the Pledge Agreement;
- (j) the Warrant;
- (k) the Office Space Sublease;
- (l) the Computer Sublease Agreements;
- (m) the Waivers; and
- (n) any other documents, instruments, or sums required herein.

10. Survival. All representations, warranties, covenants and agreements contained herein shall survive the Closing in all respects for a period of two (2) years following the Closing Date.

11. Miscellaneous Terms.

(a) Parties in Interest. This Agreement shall run to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors, and assigns;

(b) Severability. If any provisions contained in this Agreement shall be deemed invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of



this Agreement, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein;

(c) Costs and Attorneys' Fees. In the event any party hereto retains an attorney or institutes any legal proceedings to successfully enforce the terms hereof after a breach by any other party, then the successful party shall be entitled to recover from the breaching party the reasonable attorneys fees, costs and expense relating thereto;

(d) Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all other representations, agreements and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein;

(e) Assignment. This Agreement may not be assigned by any party without the written consent of all other parties hereto;

(f) Counterparts; Facsimile Signatures. 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;

(g) Further Assurances. 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, as may be reasonably necessary from time to time to further evidence, confirm or carry out the intent and purposes of this Agreement;

(h) No Third Party Rights or Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the parties hereto, and no other person or entity, including creditors of any party hereto, shall have any right or claim against any party hereto by reason of those provisions or be entitled to enforce any of those provisions against any party hereto;

(i) Confidentiality. Dunavant and Waggoner acknowledge that they possess information relating to Seller and its business, excluding for purposes of this sub-paragraph 11(i) the Business and the Intellectual Property, which has been created, discovered, developed or otherwise become known to Dunavant and/or Waggoner, and has significant commercial value to Seller (collectively referred to as "Confidential Information"). Unless previously authorized in writing or instructed in writing by Seller, Dunavant and Waggoner will, and will cause Buyer to, treat and hold as confidential, and will not disclose or provide access to others, or allow anyone else to disclose, use or provide access to others any Confidential Information. If Dunavant and/or Waggoner become legally compelled to disclose any Confidential Information pursuant to a judgment, order or decree of a court of competent jurisdiction, Dunavant and/or Waggoner shall provide Seller with prompt written notice of such requirement so that Seller may either seek a protective order or other remedy seeking to prevent the disclosure of such information, or waive compliance with this sub-paragraph 11(i). In the event that such protective order or other remedy is not obtained or Seller waives compliance with this sub-paragraph 11(i), Dunavant and/or Waggoner will furnish only that portion of such Confidential Information which is legally required to be provided and will use their best efforts to obtain assurances that confidential treatment will be accorded such information by the persons to whom such information is disclosed. This sub-paragraph 11(i) shall not apply to any information that, at the time of disclosure, is available from public or published sources or was available to Dunavant or Waggoner on a non-confidential basis prior to the disclosure or use, *provided* that the source of such material is or was not bound by an obligation of confidentiality to Seller. Dunavant and Waggoner acknowledge and agree that the Confidential Information constitutes valuable trade secrets and proprietary business information of Seller (even when not so marked) which will be utilized by Seller in the course of its business to its advantage, and that the Confidential Information is not generally known in the industry in which Seller conducts its business. Dunavant and Waggoner further acknowledge and agree that (1) remedies at law for any breach of their obligations under this sub-paragraph 11(i) are inadequate and that in addition thereto, Seller shall be entitled to seek equitable relief, including injunction

and specific performance, in the event of any such breach, and (2) the Confidential Information is owned exclusively by Seller. Dunavant and Waggoner absolutely, irrevocably and unconditionally (1) disclaim and release any statutory presumption and common law right with respect to any ownership interest by Dunavant or Waggoner in and to the Confidential Information and (2) transfer and assign any and all such rights and interests to Seller. Whenever requested to do so by Seller, Dunavant and Waggoner will promptly execute, acknowledge, deliver and record any and all applications, assignments or other instruments, and otherwise cooperate, to assist Seller in protecting its rights in any Confidential Information. Seller may further transfer and assign such rights to other persons.

(j) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED, PERFORMED AND ENFORCED SOLELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS OR THE LAWS OF ANY OTHER STATE OR JURISDICTION; *provided, however*, that notwithstanding anything to the contrary herein, the arbitration provisions set forth in sub-paragraph (k) below, and the initiation and conduct of any arbitration thereunder, shall be governed in all respects exclusively by the Commercial Arbitration Rules of the American Arbitration Association and by the Federal Arbitration Act, Title IX, United States Code;


(k) ARBITRATION. The parties hereby agree that any controversy or claim between them arising out of, in connection with or relating to the enforcement, non-enforcement, interpretation, performance or breach of any provision of this Agreement shall be settled exclusively by arbitration in Memphis, Tennessee, before three arbitrators appointed by the American Arbitration Association and pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect at the time any arbitration proceeding is commenced, which rules are hereby incorporated by reference thereto and made a part of this Agreement. The arbitration award shall be final and binding on both parties and judgment upon such arbitration award may be entered in any court having jurisdiction. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy or relief (including injunctive relief) that may be necessary to protect its rights or property pending the establishment of the arbitration panel or its determination of the merits of the controversy.

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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.

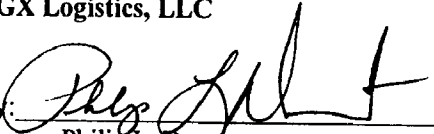
SELLER:

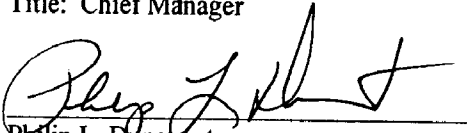
**dotLogix, Inc.**

By:   
Name: Gary J. Prosterman  
Title: Chief Executive Officer

BUYER:

**LGX Logistics, LLC**

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

  
Philip L. Dunavant

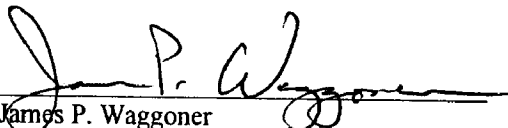
  
James P. Waggoner

Exhibit "A"

Bill of Sale and Assignment

KNOW ALL MEN BY THESE PRESENTS:

That dotLogix, Inc., a Delaware corporation having its principal place of business at 866 Ridgeway Loop Road, Suite 100, Memphis, Tennessee 38120 ("Seller"), for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto LGX Logistics, LLC ("Buyer"), its successors and permitted assigns, all those certain goods and chattels, described as follows:

All Assets, as defined in that certain Asset Purchase and Sale Agreement dated as of March 1, 2002, among Seller, Buyer, Philip L. Dunavant and James P. Waggoner (the "Agreement"), as well as the following items related to or associated with "LGX" (as defined in the Agreement):

1. The right to use a copy of Seller's customer list as updated to the date of Closing.

TO HAVE AND TO HOLD THE SAME unto Buyer, its successors and assigns forever.

And Seller, for itself and its successors and assigns, hereby covenants to and with Buyer, its successors and assigns, that it is the lawful owner of the said goods and chattels; that said goods and chattels are free and clear of all liens, claims and encumbrances of every nature, except as otherwise provided pursuant to the Agreement; that it has good right to sell the same as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale and Assignment, on this 1<sup>st</sup> day of March, 2002.

dotLogix, Inc.

By: 

Name: Gary Prosterman

Title: Chief Executive Officer