

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Allied Holdings, Inc.		10/26/2005	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Richard Cox		
<b>Street Address:</b>	2740 Sugarlaof Club Drive		
<b>City:</b>	Duluth		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30097		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1917245	KAR-TAINER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027216405		
<b>Email:</b>	christine.wilson@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	80 State Street		
<b>Address Line 2:</b>	6th Floor		
<b>Address Line 4:</b>	Albany, NEW YORK 12207		
<b>NAME OF SUBMITTER:</b>	Christine Wilson		
<b>Signature:</b>	/CHRISTINE WILSON/		
<b>Date:</b>	11/17/2005		

CH \$40.00 1917245

Total Attachments: 3

**900036313**

**TRADEMARK  
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the 26<sup>th</sup> day of October, 2005 by and between Allied Holdings, Inc., a Georgia corporation ("Assignor") and Richard Cox, a Georgia resident ("Assignee").

### RECITALS

WHEREAS, Assignor has adopted and used or intends to use and is the owner of the mark KAR-TAINER in connection with the provision of transport packing systems for vehicles, namely, frame structures for packing vehicle bodies within cargo containers (Principal Register Registration No. 1917245) (the "Mark"); and

WHEREAS, Assignor and Assignee are party to that certain Securities Purchase Agreement (the "Agreement"), dated as of October 4, 2005, by and among Assignor, Assignee, Axis Group, Inc., and Axis Group International Limited, whereby the entities conducting the Business (as defined in the Agreement) under the Mark are being sold to Assignee;

WHEREAS, Assignee desires to obtain from Assignor and Assignor desires to assign and transfer to Assignee all right, title and interest in and to the Mark and the underlying Business pertaining to the Mark, together with the goodwill of the underlying Business symbolized by the Mark and the right to recover damages and profits and other remedies for past infringement of the Mark,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and pursuant to Sections 2.2(d) and 2.3(c) of the Agreement, Assignor and Assignee hereby agree as follows:

### TERMS AND CONDITIONS

1. Assignment Assignor hereby grants, conveys, and assigns to Assignee all right, title, and interest in and to the Mark in the United States and throughout the World and to the underlying Business pertaining to the Mark, together with the goodwill of the Business symbolized by the Mark and the right to recover damages and profits and other remedies for past infringement of the Mark.

2. Acceptance Assignee does hereby accept all of the right, title and interest of Assignor in, to and under the Mark assigned by Assignor in paragraph 1 hereof and does hereby assume and agree to pay, perform and discharge as when due all liabilities in connection therewith.

3. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts,

deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Mark and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and throughout the World

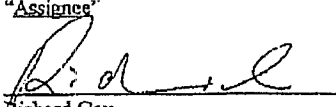
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment as of the day and year first above written.

"Assignor"  
ALLIED HOLDINGS, INC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Assignee"  
  
Richard Cox

3 Further Documentation and Actions Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Mark and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and throughout the World

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment as of the day and year first above written

"Assignor"

ALLIED HOLDINGS INC

By:

Name:

Title:

*Thomas M. Duffy*  
*Executive Vice President,  
Secretary + General Counsel*

"Assignee"

Richard Cox