

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richard Cox		10/26/2005	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Auto Logistics Group, LLC		
Street Address:	2740 Sugarlaof Club Drive		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30097		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1917245	KAR-TAINER	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		
NAME OF SUBMITTER:	Christine Wilson		
Signature:	/CHRISTINE WILSON/		
Date:	11/18/2005		

CH \$40.00 1917245

Total Attachments: 2

900036360

**TRADEMARK
 REEL: 003196 FRAME: 0810**

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of this 26th day of October, 2005 by and between Richard Cox, a Georgia resident ("Assignor") and Auto Logistics Group, LLC, a Delaware limited liability company ("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 is a Member of Assignee; and

WHEREAS, pursuant to an Agreement dated the date hereof among Assignor, Assignee and The Patriot Group, LLC, Assignor has agreed to convey the Mark, among other things, to Assignee on the date hereof; and

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, Assignor and Assignee hereby agrees as follows:

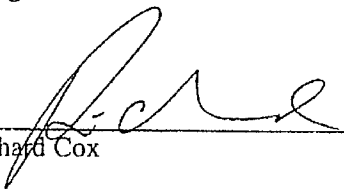
TERMS AND CONDITIONS

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 and 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.

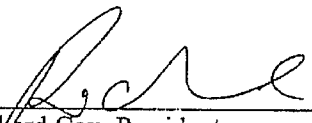
IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment as of the day and year first above written.

Assignor


Richard Cox

Assignee

AUTO LOGISTICS GROUP, LLC

By: 
Richard Cox, President