

ASSIGNMENT

This Assignment is entered into by and between FEDEX CUSTOM CRITICAL, INC. (hereinafter Assignor) and FEDERAL EXPRESS CORPORATION (hereinafter "Assignee").

WHEREAS, Assignor adopted and used the marks PASSPORT TRANSPORT AND AUTOTRANS EXPRESS, U.S. Reg. Nos. 2563395 and 2823842, respectively, to identify its business, services and products (hereinafter the "Marks");

WHEREAS, Assignor desires to transfer all of its rights in the Marks to Assignee;

WHEREAS, Assignor and Assignee are completing this document to memorialize the assignment between them.

IT IS THEREFORE agreed:

(1) In consideration of the sum of One Dollar (\$1.00) in hand paid, Assignor hereby assigns to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, together with that part of the goodwill of the business connected with the use of and symbolized by the Marks;

(2) This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreement or understanding between the parties regarding the Marks.

FEDEX CUSTOM CRITICAL, INC.

FEDERAL EXPRESS CORPORATION

By: 

By: 

Title: Vice President and General Counsel

Title: Assistant Secretary

Date: December 30, 2005

Date: January 6, 2006

(Assignor)

(Assignee)

325168

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FEDERAL EXPRESS CORPORATION

By: K. Kuttner

By: A. Lee

Title: Vice President and General Counsel

Title: Assistant Secretary

Date: December 30, 2005

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(Assignor)

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