

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/01/1982

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FFE Transportation Services, Inc.		06/01/1982	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	FFE Transportation Services, Inc.
Street Address:	P O Box 655888
City:	Dallas
State/Country:	TEXAS
Postal Code:	75265
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	73065127	FFE

CORRESPONDENCE DATA

Fax Number: (214)651-4330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-651-4300
 Email: charles.hosch@strasburger.com
 Correspondent Name: Charles M. Hosch
 Address Line 1: 901 Main Street, Suite 4400
 Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	FFE, INC.
NAME OF SUBMITTER:	Stoney M. Stubbs
Signature:	/s/

CH \$40.00 73065127

Date:

08/22/2006

Total Attachments: 12

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Corporations Section

ARTICLES OF MERGER

Pursuant to the provisions of Article 5.04. of the Texas Business Corporation Act, FFE Transportation Services, Inc., a Texas corporation, and FFE Transportation Services, Inc., a Delaware corporation, execute these articles of merger for the purpose of merging FFE Transportation Services, Inc., a Texas corporation, into FFE Transportation Services, Inc., a Delaware corporation:

1.

The plan of merger approved by FFE Transportation Services, Inc., a Texas corporation, and by FFE Transportation Services, Inc., a Delaware corporation, in a manner prescribed by the Texas Business Corporation Act and the laws of the State of Delaware applicable to corporations, respectively, is described in Exhibit A attached hereto and incorporated herein by reference.

2.

The number of shares of FFE Transportation Services, Inc., a Texas corporation, outstanding and entitled to vote is 302,586. The number of shares of FFE Transportation Services, Inc., a Delaware corporation, outstanding and entitled to vote is 1,000. No shares of either corporation are entitled to vote as a class.

3.

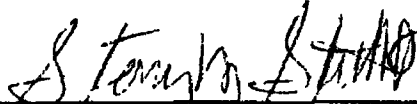
The number of shares of FFE Transportation Services, Inc., a Texas corporation, voted for the plan of merger is 302,586. The number of shares of FFE Transportation Services, Inc., a Delaware corporation, voted for the plan of merger is 1,000. No shares of either corporation voted against the plan of merger.

4.

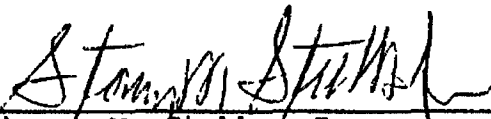
As to FFE Transportation Services, Inc., a Delaware corporation, approval of the plan of merger was duly authorized by all action required by the laws under which it was incorporated or organized and by its constituent documents.

DATED: December 31, 1990.

FFE TRANSPORTATION SERVICES, INC.
a Texas corporation

By: 
Stoney M. Stubbs, Jr.
President

FFE TRANSPORTATION SERVICES, INC.
a Delaware corporation

By: 
Stoney M. Stubbs, Jr.
President

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Exhibit A

**PLAN AND AGREEMENT OF MERGER OF
FFE TRANSPORTATION SERVICES, INC., A TEXAS
CORPORATION, INTO FFE TRANSPORTATION SERVICES, INC.,
A DELAWARE CORPORATION**

This Plan And Agreement Of Merger is between FFE Transportation Services, Inc., a Texas corporation (hereinafter also referred to as the "Texas Corporation"), and FFE Transportation Services, Inc., a Delaware corporation (hereinafter also referred to as the "Delaware Corporation" and as the "surviving Delaware Corporation"). The parties to this Plan And Agreement Of Merger are collectively referred to in this Plan And Agreement Of Merger as the "Constituent Corporations".

ARTICLE I.

PLAN OF MERGER

Adoption of Plan

1. A plan of merger of the Texas Corporation into the Delaware Corporation pursuant to Articles 5.01 et seq. of the Texas Business Corporation Act, Section 251 et seq. of the Delaware General Corporation Law and Section 368(a)(1)(A) of the Internal Revenue Code is adopted as follows:

(a) The Texas Corporation shall merge into the Delaware Corporation, and the Delaware Corporation shall be the surviving corporation. When this Plan And Agreement of Merger becomes effective, the surviving Delaware Corporation shall bear the name of FFE Transportation Services, Inc.

(b) When this Plan And Agreement Of Merger becomes effective, the Texas Corporation shall cease to exist as a distinct entity. When this Plan And Agreement Of Merger becomes effective, the Delaware Corporation shall succeed, without other transfer, to all the rights and property of the Texas Corporation, and the Delaware Corporation shall be subject to all debts and liabilities of the Texas Corporation in the same manner as if the Delaware Corporation

had itself incurred the debts and liabilities. All rights of creditors and all liens on the property of the Texas Corporation shall not be affected as a result of the merger.

(c) The Delaware Corporation shall carry on business with the assets of the Constituent Corporations as the Constituent Corporations existed immediately prior to the merger.

(d) The stockholder(s) of the Texas Corporation shall surrender all shares of the Texas Corporation as set forth in this Plan And Agreement Of Merger.

(e) In conversion for the shares of the Texas Corporation surrendered by its stockholder(s), FFE, Inc., a Delaware corporation and the owner of all of the issued and outstanding shares of common stock of the Delaware Corporation, shall issue shares of its common stock to such stockholder(s).

Effective Date

2. The effective date of the merger (hereinafter referred to as "the Effective Date") shall be the date that the merger is effective under the law of the State of Delaware.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

the Texas Corporation

1. As a material inducement to the Delaware Corporation to execute this Plan And Agreement Of Merger and perform its obligations under this Plan And Agreement Of Merger, the Texas Corporation represents and warrants to the Delaware Corporation as follows:

(a) The Texas Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, with corporate power and authority to own, lease and operate property and carry on its business as it is now being conducted. The Texas Corporation is qualified where necessary to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

(b) The Texas Corporation has an authorized capitalization of \$1,000,000.00, consisting on the date of this Plan And Agreement Of Merger of 1,000,000 shares of common stock, \$1.00 par value per share, of which 302,586 shares are validly issued, outstanding and fully paid.

(c) All required federal, state and local tax returns of the Texas Corporation have been prepared and timely filed, and all federal, state and local taxes which the Texas Corporation believes it was required to pay with respect to the periods covered by such returns, have been paid.

(d) The Texas Corporation does not have any outstanding options, warrants or other rights to purchase or convert any obligation into any shares of its common stock. As of the date of this Plan And Agreement Of Merger, the Texas Corporation has not agreed to issue or sell any additional shares of its common stock.

the Surviving Corporation

2. As a material inducement to the Texas Corporation to execute and perform its obligations under this Plan And Agreement Of Merger, the Delaware Corporation represents and warrants to the Texas Corporation as follows:

(a) The Delaware Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with corporate power and authority to own, lease and operate property and carry on its business as it is now being conducted, and to carry on the business which the Texas Corporation is now conducting. The Delaware Corporation is qualified and/or will qualify to transact business as a foreign corporation where necessary, and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

(b) The Delaware Corporation has an authorized capitalization of \$30.00, consisting on the date of this Plan And Agreement Of Merger of 3,000 shares of common stock, \$0.01 par value per share, of which 1,000 shares are validly issued, outstanding and fully paid.

Securities Law

3. The Constituent Corporations warrant to mutually arrange for and manage all necessary procedures under the requirements of federal and state securities laws to insure that this Plan And Agreement Of Merger is properly transacted to comply with all federal and state registration requirements, if any, and to take full advantage of any lawful and applicable exemptions from any such registration requirements.

ARTICLE III.

TERMS, CONDITIONS, AND PROCEDURES
PRIOR TO EFFECTIVE DATE

Submission to Stockholders and Filing

1. This Plan And Agreement Of Merger shall be submitted for approval separately to the stockholders of the Constituent Corporations in the manner provided by the laws of the State of Texas and the State of Delaware.

Conditions Precedent to
Obligations of the Texas Corporation

2. Except as expressly waived in writing by the Texas Corporation, all of the obligations of the Texas Corporation under this Plan And Agreement Of Merger are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Delaware Corporation:

(a) The representations and warranties made by the Delaware Corporation to the Texas Corporation in Article II. of this Plan And Agreement Of Merger shall be true and correct in all material respects on the Effective Date.

(b) The Delaware Corporation shall have performed and complied with all covenants and conditions required by this Plan And Agreement Of Merger to be performed and complied with by it

prior to or on the Effective Date.

Conditions Precedent to Obligations
of the Delaware Corporation

3. Except as expressly waived in writing by the Delaware Corporation, all of the obligations of the Delaware Corporation under this Plan And Agreement Of Merger are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Texas Corporation:

(a) The representations and warranties made by the Texas Corporation to the Delaware Corporation in Article II. of this Plan And Agreement Of Merger shall be true and correct in all material respects on the Effective Date.

(b) The Texas Corporation shall have performed and complied with all covenants and conditions required by this Plan And Agreement Of Merger to be performed and complied with by it prior to or on the Effective Date.

ARTICLE IV.

MANNER AND BASIS OF CONVERTING SHARES

Manner of Converting Shares

1. All of the 302,586 issued and outstanding shares of common stock of the Texas Corporation are owned by Frozen Food Express Industries, Inc., a Texas corporation. Frozen Food Express Industries, Inc. shall promptly after the Effective Date surrender such shares of common stock to FFE, Inc., the Delaware corporation which owns all of the issued and outstanding shares of common stock of the Delaware Corporation, in conversion for 500 shares of common stock of FFE, Inc.

Capital Structure of the Surviving Corporation

2. The merger contemplated hereby shall be treated as a pooling

of interests and as of the Effective Date entries shall be made upon the books of the Delaware Corporation in accordance with the following:

(a) The assets and liabilities of the Texas Corporation shall be recorded at the amounts at which they are carried on the books of the Texas Corporation immediately prior to the Effective Date with appropriate adjustment to reflect the retirement of the 302,586 shares of common stock of the Texas Corporation presently issued and outstanding.

(b) There shall be credited to the surplus account an amount equal to that carried on the surplus account of the Texas Corporation immediately prior to the Effective Date.

ARTICLE V.

DIRECTORS AND OFFICERS

Directors and Officers of the Surviving Corporation

1. The Board of Directors of the Delaware Corporation, as set forth in the Certificate Of Incorporation of the Delaware Corporation, shall continue after the Effective Date to serve as the Board of Directors of the surviving Delaware Corporation until the next annual meeting or until their successors have been duly elected and qualified.
2. If a vacancy exists on the Board of Directors of the Delaware Corporation on the Effective Date, the vacancy shall be filled by the Board of Directors of the surviving Delaware Corporation in accordance with the Bylaws of the Delaware Corporation.
3. All persons who serve as officers of the Delaware Corporation on the Effective Date shall remain as officers of the surviving Delaware Corporation until the Board of Directors of the surviving Delaware Corporation shall elect another person to serve in that

office or shall eliminate the office in which the person serves.

ARTICLE VI.

ARTICLES OF INCORPORATION AND BYLAWS

Articles of Incorporation of the Surviving Corporation

1. The Certificate Of Incorporation of the Delaware Corporation, as existing on the Effective Date, shall continue in full force as the Certificate Of Incorporation of the surviving Delaware Corporation until amended as provided in the Certificate Of Incorporation or Bylaws of the surviving Delaware Corporation or governing statutory law.

Bylaws of the Surviving Corporation

2. The Bylaws of the Delaware Corporation, as existing on the Effective Date, shall continue in full force as the Bylaws of the surviving Delaware Corporation until altered, amended, or repealed as provided in the Bylaws of the Delaware Corporation or governing statutory law.

ARTICLE VII.

ABANDONMENT

Circumstances Allowing Termination and Abandonment

1. This Plan And Agreement Of Merger may be terminated and the merger may be abandoned at any time prior to the Effective Date, even though it has been approved by stockholders of either of the Constituent Corporations:

(a) By mutual consent of the Board of Directors of the Constituent Corporations.

(b) At the decision of the Board of Directors of either of the Constituent Corporations if legislation has been enacted that, in the opinion of either Board of Directors, renders the merger

inadvisable or undesirable.

Circumstances Requiring Termination and Abandonment

2. This Plan And Agreement Of Merger shall be terminated and the merger abandoned even though it has been approved by the stockholder(s) of either of the Constituent Corporations if the Addendum attached as Addendum A to this Plan And Agreement Of Merger is not executed by FFE, Inc. within five (5) days of the date of this Plan And Agreement Of Merger.

ARTICLE VIII.

ENFORCEMENT AND INTERPRETATION

Further Assurances and Assignments

1. The Texas Corporation agrees that when requested by the Delaware Corporation or by its successors or assigns, the Texas Corporation will execute and deliver or cause to be executed and delivered all deeds and other instruments necessary to consummate the transaction that is the subject of this Plan And Agreement Of Merger. The Texas Corporation also agrees to take or cause to be taken any further actions, assignments or assurances that are necessary to vest, perfect and conform title of the Delaware Corporation to all the property, rights, privileges, powers and franchises referred to in Article I. of this Plan And Agreement Of Merger, and otherwise necessary to carry out the intent and purposes of this Plan And Agreement Of Merger.

Entire Agreement and Counterparts

2. This Plan And Agreement Of Merger contains the entire agreement between the parties with respect to the transaction contemplated

by this Plan And Agreement Of Merger. It may be executed in any number of counterparts, and each counterpart shall be deemed to constitute an original.

Controlling Law

3. The validity, interpretation and performance of this Plan And Agreement Of Merger shall be controlled by and construed under applicable laws of the State of Texas and the State of Delaware and applicable federal law.

Dated: December 28, 1990.

FFE TRANSPORTATION SERVICES, INC.
A Texas Corporation

By: *Stoney M. Stubbs, Jr.*
Stoney M. Stubbs, Jr.
President

FFE TRANSPORTATION SERVICES, INC.
A Delaware Corporation

By: *Stoney M. Stubbs, Jr.*
Stoney M. Stubbs, Jr.
President

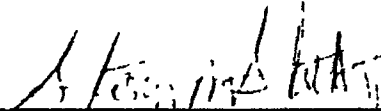
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ADDENDUM A

FFE, Inc., by execution of this Addendum, agrees to the conversion of shares of common stock of Frozen Food Express Industries, Inc. for shares of common stock of FFE, Inc. described in Article IV., Paragraph 1. of the attached Plan And Agreement Of Merger to which this Addendum is attached as Addendum A.

FFE, INC.

BY:



Stoney M. Stubbs, Jr.
President