

10-10-2007

U.S. Department of Commerce  
Patent and Trademark Office

DOCUMENT ID#900086808

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103451647

To the Honorable Commissioner of Patents and Trademarks: \_\_\_\_\_ original document or copy thereof.

1. Name of conveying party(ies):

Dynamex Canada Inc.

*C-10-9-07*

Individual(s)                       Association  
 General Partnership             Limited Partnership

Corporation- Canada  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)

Name: Dynamex Inc.

Address: 1431 Greenway, Suite 345  
Irving, Texas 75038

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other

To correct the Assignees's State of Incorporation from Texas to Delaware previously recorded on Reel 002491 Frame 0938. Assignor hereby confirms the Asset Purchase Agreement from Dynamex Canada Inc. to Dynamex Inc.

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation - Delaware  
 Other

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)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2106226; 1995019; 2263877; 2106227

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Roberto Ledesma, Esq.  
Cowan, Liebowitz & Latman, P.C.  
1133 Avenue of the Americas  
New York, NY 10036-6799

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... (PREVIOUSLY SUBMITTED)

Please charge Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Roberto Ledesma  
Name of Person Signing

*[Signature]*  
Signature

10/4/07  
Date

Total number of pages including cover sheet, attachments, and document:

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**09/13/2007**  
**900086808**

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignee's State of Incorporation from Texas to Delaware previously recorded on Reel 002491 Frame 0938. Assignor (s) hereby confirms the Asset Purchase Agreement from Dynamex Canada Inc. to Dynamex Inc..

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dynamex Canada Inc.		08/01/1997	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Dynamex Inc.
<b>Street Address:</b>	1431 Greenway, Suite 345
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75038
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2106226	DYNAMEX
Registration Number:	1995019	K-FLUX
Registration Number:	2263877	DEDICATED FLEET SERVICES
Registration Number:	2106227	DYNAMEX EXPRESS

**CORRESPONDENCE DATA**

Fax Number: (212)575-0671  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212 790-9200  
 Email: TRADEMARK@CLL.COM  
 Correspondent Name: Roberto Ledesma  
 Address Line 1: 1133 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10036-6799

<b>ATTORNEY DOCKET NUMBER:</b>	23137.011/RXL/RMD
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OP \$115.00 2106226

TO: ROBERTO LEDESMA COMPANY: 1133 AVENUE OF THE AMERICAS

NAME OF SUBMITTER:	Roberto Ledesma
Signature:	/roberto ledesma/
Date:	09/13/2007
Total Attachments: 3 source=SFX3297#page1.tif source=SFX3297#page2.tif source=SFX3297#page3.tif	

COPY

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of the 1<sup>st</sup> day of August, 1997, by and between Dynamex Canada Inc. ("Seller") and Dynamex Inc. ("Purchaser").

### WITNESSETH:

WHEREAS, Seller owns the trademarks and tradenames listed on Exhibit "A" attached hereto (the "Trademarks"); and

WHEREAS, Seller desires to sell to the Purchaser, and Purchaser desires to purchase from the Seller, the Trademarks and related registrations in order to build and develop the Trademarks' worldwide recognition level;

In consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### 1. PURCHASE AND SALE OF ASSETS.

1.1 Assets Being Acquired. Upon the terms and subject to the conditions set forth in this Agreement and upon the execution of the Assignment previously delivered to the parties, the Seller shall assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from the Seller, all of Seller's right, title and interest in and to the Trademarks.

#### 2. PURCHASE PRICE

2.1 Purchase Price. The purchase price to be received by the Seller in exchange for the purchase and sale of the Trademarks shall be determined by an independent valuation conducted by an independent third party. The purchase price shall be paid by Purchaser to Seller within 90 days from the determination of such valuation.

2.2 Closing Procedure. Simultaneous with the execution of this Agreement by the parties hereto, the Seller shall deliver to Purchaser the Assignment. Each party will cause to be prepared, executed and delivered all other documents required to be delivered by such party pursuant to this Agreement and all other appropriate and customary documents as the other party or its counsel may reasonably request for the purpose of consummating the transactions contemplated by this Agreement. All actions taken in connection with the transactions contemplated hereby shall be deemed to have been taken simultaneously at the time the last of any such actions is taken or completed.

TRADEMARK

REEL: 003638 FRAME: 0484

04-25-2002

U.S. Department of Commerce  
Patent and Trademark Office



2 SHEET  
LY

102069168

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 \*Dynamex Canada Inc. **4-12-02**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation Canada  
 Other  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)  
 Name: Dynamex Inc.  
 Address: 1431 Greenway, Suite 345  
 Irving, Texas 75038  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- Texas  
 Other \_\_\_\_\_  
 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)  
 Additional name(s) & address(es) attached?  Yes  No

OFFICE OF PUBLIC RECORDS  
2002 APR 12 AM 10:34  
FINANCE SECTION

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Asset Purchase Agreement  
 Execution Date: August 1, 1997

4. Application number(s) or registration number(s): 4  
 A. Trademark Application No.(s)  
 Additional numbers attached?  Yes  No

B. Trademark Registration No.(s) 1,995,019, 2,263,877, 2,106,226 and 2,106,227

5. Name and address of party to whom correspondence concerning document should be mailed:  
 William M. Borchard, Esq.  
 Cowan, Liebowitz & Latman, P.C.  
 1133 Avenue of the Americas  
 New York, NY 10036-6799

6. Total number of applications and registrations involved: 4  
 7. Total fee (37 CFR 3.41)..... \$ 115  
 Enclosed  
 Any deficiency is authorized to be charged to Deposit Account No. 03-3415.  
 8. Deposit Account No. 03-3415  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
William M. Borchard William M. Borchard March 26, 2002  
 Name of Person Signing Signature Date  
 Total number of pages including cover sheet, attachments, and document: 6

Mail to: U.S. Patent and Trademark Office, Office of Public Records Crystal Gateway 4, Room 335, Washington, DC 20231

04/25/2002 TDIAZ1 00000004 1995019  
 01 FC:481 40.00 00  
 02 FC:482 75.00 00  
 NMP/NMP/23137/34/512032.1

TRADEMARK  
REEL: 003638 FRAME: 0485

3. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller hereby represents and warrants to the Purchaser as follows:

3.1 Organization; Good Standing. The Seller is a corporation, duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite corporate power and authority to own and lease its properties and assets and to carry on its business as currently conducted.

3.2 Due Authorization. The Seller has full power and authority to enter into and perform this Agreement and to carry out the transactions contemplated hereby. The Seller has taken all requisite action to approve the execution and delivery of this Agreement and the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against it in accordance with its respective terms, except as may be limited by the availability of equitable remedies or by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally.

3.3 No Conflicts. Neither the execution and delivery by the Seller of this Agreement and the other documents executed in connection herewith nor the consummation by it of the transactions contemplated hereby or thereby will: (i) conflict with or result in a breach of the articles of incorporation or bylaws of the Seller; (ii) violate any statute, law, rule or regulation or any order, writ, injunction or decree of any court or governmental authority, which violation, either individually or in the aggregate, might reasonably be expected to have a material adverse effect on the business or operations of the Seller's ownership of the Assets; or (iii) violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under), or result in the creation of any lien on any of the Trademarks pursuant to, any material agreement, indenture, mortgage or other instrument to which the Seller is a party and which affect the Trademarks or by which it or its assets may be bound or affected.

3.4 Governmental Consents. No approval, authorization, consent, order or other action of, or filing with, any governmental authority or administrative agency is required in connection with the execution and delivery by the Seller of this Agreement or the consummation of the transactions contemplated hereby.

3.5 Title to Assets. The Seller is the sole and exclusive legal owner of all right, title and interest in, and has good and indefeasible title to, all of the Assets, free and clear of liens, claims, charges and encumbrances.

4. MISCELLANEOUS PROVISIONS

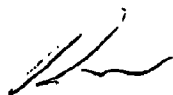
4.1 Expenses. Each of the parties hereto shall pay its fees and expenses incurred by it in connection with the transactions contemplated by this Agreement. Any applicable sales, purchase or use taxes under any state, county or local laws which are payable in connection with the sale and transfer of the Trademarks will be borne by the Seller.

4.2 Entire Agreement. This Agreement and the documents referred to herein contain the entire understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes any prior agreements and understandings between the parties with respect to the subject matter.


(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
as of the date first above written.

DYNAMEX CANADA INC.

By:   
Name: Richard K. McClelland  
Title: President

DYNAMEX INC.

By:   
Name: Richard K. McClelland  
Title: President

132138.1/sah



**EXHIBIT A**

***Trademark***

***CANADIAN  
Registration No.***

***US  
Registration No.***

On and Gone	TMA388,112	1995091
Dedicated Service	TMA393,365	----
Dynamex	TMA460,793	pending
Dynamex Express	TMA463,249	pending
Dedicated Fleet Services	TMA452,023	pending

***Tradename***

Dynamex  
Dynamex Express  
Dynamex Dedicated Fleet Services

EXHIBIT A

132138.1

EXHIBIT A