

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GREATWIDE LOGISTICS SERVICES, INC.		02/20/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GREATWIDE LOGISTICS SERVICES, LLC
Street Address:	12404 Park Central Drive, Suite 300 South
City:	Dallas
State/Country:	TEXAS
Postal Code:	75242
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3428304	GREATWIDE
Registration Number:	3396174	GREATWIDE AMERICAN TRANS FREIGHT
Registration Number:	3393168	GREATWIDE CHEETAH TRANSPORTATION
Registration Number:	3393167	GREATWIDE DALLAS MAVIS
Registration Number:	3399737	GREATWIDE DEDICATED TRANSPORT
Registration Number:	3410611	GREATWIDE DISTRIBUTION LOGISTICS
Serial Number:	77188265	GREATWIDE FREIGHT BROKERAGE
Registration Number:	3393109	GREATWIDE LOGISTICS SERVICES
Registration Number:	3410612	GREATWIDE TRUCKLOAD MANAGEMENT

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Email: ipdocket@lw.com

OP \$240.00 3428304

Correspondent Name: Latham & Watkins LLP
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ATTORNEY DOCKET NUMBER:	045093-0004
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	02/26/2009

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made effective as of February 20, 2009, by and between Greatwide Logistics Services, Inc., a Delaware Corporation (herein, "Assignor"), and Greatwide Logistics Services, LLC, a Delaware limited liability company, whose principal place of business is 12404 Park Central Drive, Suite 300 South, Dallas, Texas 75251 (herein, "Assignee").

WHEREAS, Assignor is the record owner of the trademark applications and registrations listed on the attached Schedule (collectively, the "Marks");

WHEREAS, Assignor and its domestic subsidiaries, and Transportation 100, LLC, ("Transportation") have entered into an Asset Purchase Agreement dated as of November 14, 2008 (as amended, the "Purchase Agreement"), providing for the purchase by Transportation of certain assets, including the Marks, of Assignor;

WHEREAS, Transportation and Assignee have entered into an Assignment of Rights Agreement dated as of February 20, 2009, whereby pursuant to Section 12.8 of the Purchase Agreement, Transportation assigned its right to acquire the Marks to Assignee; and

WHEREAS, Assignee desires to acquire said Marks and all of the rights to and interests therein, including (without limitation) all the goodwill associated therewith as successor to Assignor's business, or portion of business to which said Marks pertain.

NOW, THEREFORE, TO ALL CONCERNED, be it known for and in consideration of the rights and obligations set forth in the Purchase Agreement, receipt of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Marks as follows:

1. Assignor does sell, assign, and transfer all its right, title, and interest, anywhere in the world, in and to the Marks unto Assignee, together with all goodwill associated therewith, including, without limitation, any and all use rights and all rights to sue for and recover all past, present and future damages for infringement, dilution or other violation of said Marks as fully as if Assignor had filed such action in its own name.
2. Assignor hereby appoints Assignee to file and record this instrument with the relevant state,

national or international trademark offices, including, without limitation, the United States Patent and Trademark Office, such filing(s) to be as effective as if filed by Assignor. Notwithstanding the foregoing, Assignor agrees to take all further actions reasonably requested by Assignee to effect the assignment contemplated by this Assignment, including, without limitation, the execution and delivery of any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state, national or international trademark offices.

3. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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Schedule to Trademark Assignment

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
Canada	GREATWIDE	129703500 07-APR-2006		Pending
Canada	GREATWIDE AMERICAN TRANSFREIGHT	129702900 07-APR-2006		Pending
Canada	GREATWIDE CHEETAH TRANSPORTATION	129702300 07-APR-2006		Pending
Canada	GREATWIDE DALLAS MAVIS	129703300 07-APR-2006		Pending
Canada	GREATWIDE DEDICATED TRANSPORT	129703100 07-APR-2006		Pending
Canada	GREATWIDE DISTRIBUTION LOGISTICS	129702800 07-APR-2006		Pending
Canada	GREATWIDE FREIGHT BROKERAGE	137223000 15-NOV-2007		Pending
Canada	GREATWIDE LOGISTICS SERVICES	129702400 07-APR-2006		Pending
Canada	GREATWIDE TRUCKLOAD BROKERAGE	129703000 07-APR-2006		Pending
Canada	GREATWIDE TRUCKLOAD MANAGEMENT	129703400 07-APR-2006		Pending
Mexico	GREATWIDE CHEETAH TRANSPORTATION	776816 10-APR-2006	1043322 30-MAY-2008	Registered

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
Mexico	GREATWIDE DISTRIBUTION LOGISTICS	776820 10-APR-2006	1043323 30-MAY-2008	Registered
Mexico	GREATWIDE FREIGHT BROKERAGE	894868 9-NOV-2007		Pending
Mexico	GREATWIDE	776818 10-APR-2006	1007088 18-OCT-2007	Registered
Mexico	GREATWIDE AMERICAN TRANS FREIGHT	776817 20-MAR-2007	1007771 24-OCT-2007	Registered
Mexico	GREATWIDE DALLAS MAVIS	776815 10-APR-2006	977149 16-MAR-2007	Registered
Mexico	GREATWIDE DEDICATED TRANSPORT	776814 10-APR-2006	1007770 24-OCT-2007	Registered
Mexico	GREATWIDE FREIGHT BROKERAGE	894869 09-NOV-2007	1025340 21-FEB-2008	Registered
Mexico	GREATWIDE LOGISTICS SERVICES	776813 10-APR-2006	977148 16-MAR-2007	Registered
Mexico	GREATWIDE TRUCKLOAD BROKERAGE	776819 10-APR-2006	1007772 24-OCT-2007	Registered
Mexico	GREATWIDE TRUCKLOAD MANAGEMENT	776812 10-APR-2006	1022134 30-JAN-2008	Registered
U.S. Federal	GREATWIDE	78730223 10-OCT-2005	3428304 13-MAY-2008	Registered
U.S. Federal	GREATWIDE AMERICAN TRANS FREIGHT	78800403 26-JAN-2006	3396174 11-MAR-2008	Registered

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
U.S. Federal	GREATWIDE CHEETAH TRANSPORTATION	78800399 26-JAN-2006	3393168 04-MAR-2008	Registered
U.S. Federal	GREATWIDE DALLAS MAVIS	78800390 26-JAN-2006	3393167 04-MAR-2008	Registered
U.S. Federal	GREATWIDE DEDICATED TRANSPORT	78776497 19-DEC-2005	3399737 18-MAR-2008	Registered
U.S. Federal	GREATWIDE DISTRIBUTION LOGISTICS	78776484 19-DEC-2005	3410611 08-APR-2008	Registered
U.S. Federal	GREATWIDE FREIGHT BROKERAGE	77188265 23-MAY-2007		Pending Intent To Use
U.S. Federal	GREATWIDE LOGISTICS SERVICES	78776494 19-DEC-2005	3393109 04-MAR-2008	Registered
U.S. Federal	GREATWIDE TRUCKLOAD MANAGEMENT	78776501 19-DEC-2005	3410612 08-APR-2008	Registered