

## TRADEMARK ASSIGNMENT

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02/26/2009  
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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	
TOTAL WAREHOUSING, 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:		75251	
Entity Type:		LIMITED LIABILITY COMPANY: DELAWARE	
PROPERTY NUMBERS Total: 2			
Property Type		Number	
Word Mark			
Registration Number:		2858351	
TOTAL DISTRIBUTION			
Registration Number:		2824314	
TOTAL WAREHOUSING			
CORRESPONDENCE DATA			
Fax Number:		(714)755-8290	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		714-540-1235	
Email:		ipdocket@lw.com	
Correspondent Name:		Latham & Watkins LLP	
Address Line 1:		650 Town Center Drive, 20th Floor	
Address Line 4:		Costa Mesa, CALIFORNIA 92626	
ATTORNEY DOCKET NUMBER:		045093-0004	
NAME OF SUBMITTER:		Kristin J. Azcona	
Signature:		/kja/	
Date:		02/26/2009	

TRADEMARK

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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made effective as of February 20, 2009, by and between Total Warehousing, 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, Greatwide Logistics Services, Inc. and its domestic subsidiaries, including Assignor, 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.

WA 1049478.1

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.

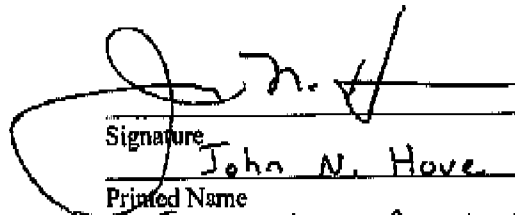
3. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency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

**[Remainder of page left intentionally blank]**

IN WITNESS WHEREOF, the undersigned Assignor and Assignee have executed this Trademark Assignment.

TOTAL WAREHOUSING, INC.

ASSIGNOR

  
 \_\_\_\_\_  
 Signature John N. Hove  
 \_\_\_\_\_  
 Printed Name Senior Vice President  
 \_\_\_\_\_  
 Title

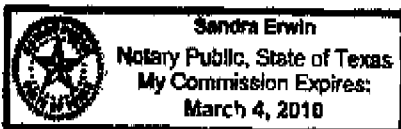
STATE OF Texas )  
 ) ss.  
 COUNTY OF Dallas )

On the 30 day of January, 2009, before me, the undersigned, a Notary Public within the County and State aforesaid, personally appeared John N. Hove to me known to be the person who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

In Witness Whereof, I have hereunto attached my hand and seal, at the County and State aforesaid on the day and year last above written.

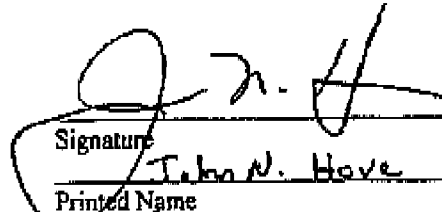
My Commission Expires: March 4, 2010

Sandra Erwin  
 Notary Public



**GREATWIDE LOGISTICS  
SERVICES, LLC.**

ASSIGNEE

  
 \_\_\_\_\_  
 Signature  
John N. Hove  
 \_\_\_\_\_  
 Printed Name  
Vice President  
 \_\_\_\_\_  
 Title

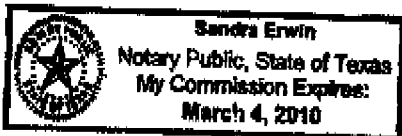
STATE OF Texas )  
 ) ss.  
 COUNTY OF Dallas )

On the 30<sup>th</sup> day of January, 2009, before me, the undersigned, a Notary Public within the County and State aforesaid, personally appeared John N. Hove to me known to be the person who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

In Witness Whereof, I have hereunto attached my hand and seal, at the County and State aforesaid on the day and year last above written.

My Commission Expires: March 4, 2010

Sandra Erwin  
 \_\_\_\_\_  
 Notary Public



**Schedule to Trademark Assignment**

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
U.S. Federal	TOTAL DISTRIBUTION	76282756 09-JUL-2001	2858351 29-JUN-2004	Registered
U.S. Federal	TOTAL WAREHOUSING	76273670 19-JUN-2001	2624314 24-SEP-2002	Registered