

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CD&L, INC.		11/25/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VELOCITY ACQUISITION I, LLC		
Street Address:	One Morningside Drive North		
Internal Address:	Building B, Suite 300		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3293557	THE TOTAL PACKAGE IN DELIVERY	
Registration Number:	2534061	CD&L	
Registration Number:	2534060	CD&L	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4720.026		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$90.00 3293557

Signature:	/njb/
Date:	12/29/2009
Total Attachments: 4 source=CDL Trademark Assignment#page1.tif source=CDL Trademark Assignment#page2.tif source=CDL Trademark Assignment#page3.tif source=CDL Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 25th day of November, 2009 ("Effective Date"), is from CD&L, Inc., a Delaware corporation ("Assignor") to Velocity Acquisition I, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks, trademark registrations, if any, and trademark applications associated with the trademarks, trademark registrations and trademark applications listed on the attached Schedule A (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Assigned Trademarks, and the goodwill of the business with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:


1. Assignor does hereby sell, assign, transfer, convey and deliver unto the Assignee, its successors and assigns, its entire worldwide right, title and interest, whether statutory or common law rights, in and to the Assigned Trademarks and any foreign trademarks, trademark registrations and trademark applications related thereto without limitation, the right to any renewals and extensions that may be granted thereon, the right to prosecute any applications therefor, together with the goodwill of the business with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity); together with the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment.
4. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

{NY083927;1}

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Trademark Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

CD&L, INC.

By: 
Name: Edward W. Stone
Title: Chief Financial Officer

ASSIGNEE:

VELOCITY ACQUISITION I, LLC

By: _____
Name: Jose Gordo
Title: Vice President

[Signature Page to Trademark Assignment - CD&L]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Trademark Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

CD&L, INC.

By: _____
Name:
Title:

ASSIGNEE:

VELOCITY ACQUISITION I, LLC

By: 
Name: Jose Gordo
Title: Vice President

{NY083927;1}

Schedule A

Assigned Trademarks

ID	Mark	Classes	Reg Owner	App#	App Dt	Reg #	Reg Dt	Status in US Patent and Trademark Office
8818	THE TOTAL PACKAGE IN DELIVERY (STANDARD CHARACTER MARK)	35,39	CD&L Inc.	78582577	3/8/05	3293557	9/18/07	Registered
6100	CD&L (WORDS ONLY)	35, 39	CD&L, Inc.	76197427	1/22/01	2534061	1/29/02	Registered
6101	CD&L (WORDS AND DESIGN)	35, 39	CD&L, Inc.	76197425	1/22/01	2534060	1/29/02	Registered

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