## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:                               | NEW ASSIGNMENT |  |
|--|----------------|--|
| NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT |                |  |
| EFFECTIVE DATE:                                | 01/11/2011     |  |

#### **CONVEYING PARTY DATA**

| Name         | Formerly | Execution Date | Entity Type                            |
|--------------|----------|----------------|--|
| e-TYMS, L.C. |          | 108/21/2013    | LIMITED LIABILITY<br>COMPANY: MISSOURI |

## **RECEIVING PARTY DATA**

| Name:             | Jack Cooper Transport Company, Inc. |  |  |
|-------------------|-------------------------------------|--|--|
| Street Address:   | 1100 Walnut Street                  |  |  |
| Internal Address: | Suite 2400                          |  |  |
| City:             | Kansas City                         |  |  |
| State/Country:    | MISSOURI                            |  |  |
| Postal Code:      | 64106                               |  |  |
| Entity Type:      | CORPORATION: DELAWARE               |  |  |

## PROPERTY NUMBERS Total: 2

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 2696551 | E-TYMS     |
| Registration Number: | 2696550 | E-TYMS.COM |

## **CORRESPONDENCE DATA**

Fax Number: 8162922001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: ipdocketing@lathropgage.com

Correspondent Name: Alfred R. Hupp, Jr.
Address Line 1: 2345 Grand Blvd.
Address Line 2: Suite 2200

Address Line 4: Kansas City, MISSOURI 64108

ATTORNEY DOCKET NUMBER: 392813

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| NAME OF SUBMITTER:  | Alfred R. Hupp, Jr., Att'y for Assignee |  |  |
|---|---|--|--|
| Signature:  | /Alfred R. Hupp, Jr./                   |  |  |
| Date:   | 08/22/2013                              |  |  |
| Total Attachments: 3 source=Assignment_e-TYMS_LC_to_Jack_Cooper_Transport_Company_Inc#page1.tif source=Assignment_e-TYMS_LC_to_Jack_Cooper_Transport_Company_Inc#page2.tif source=Assignment_e-TYMS_LC_to_Jack_Cooper_Transport_Company_Inc#page3.tif |   |  |  |

TRADEMARK
REEL: 005096 FRAME: 0239

## ASSIGNMENT OF MARKS

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective the 11th day of January, 2011, by e-TYMS, L.C., a Missouri limited liability company ("ASSIGNOR"), to Jack Cooper Transport Company, Inc., a Delaware corporation ("ASSIGNEE");

#### WITNESSETH:

WHEREAS, ASSIGNOR is the owner of the federally registered trademarks described on Exhibit A [the trademarks and the federal registrations of the marks referred to collectively hereinafter as "the Marks"], which exhibit is attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods for and with which the Marks are used ("the Goods"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks.

### Section 1

#### ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the Marks, together with (1) the goodwill of the business relating to the Goods in respect of which the Marks are used; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation damages and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

#### Section 2

## **FURTHER ASSURANCES**

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

TRADEMARK REEL: 005096 FRAME: 0240 IN WITNESS WHEREOF, the duly authorized representative of ASSIGNOR has executed and delivered this instrument, as of the day and year first above written.

ASSIGNOR:

e-TYMS, L.C.

By:

CHRIS Moneill, EVP

State of Missouri)

) ss.

County of Jackson)

On this <u>31</u> day of <u>Pugust</u> in the year 2013, before me, a Notary Public in and for said state, personally appeared <u>Chris McNail</u>, <u>EVP</u> of e-TYMS, L.C., known to me to be the person who executed the within assignment in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Notary Public

My commission expires:

4-25-2017



# THE "MARKS"

| <u>Mark</u> | Registration No. | <u>Date Registered</u> |
|-------------|------------------|------------------------|
| E-TYMS      | 2,696,551        | March 11, 2003         |
| E-TYMS.COM  | 2,696,550        | March 11, 2003         |
|             |                  |                        |

EXHIBIT A

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TRADEMARK REEL: 005096 FRAME: 0242 **RECORDED: 08/22/2013**