

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
Axis Group, Inc.		12/27/2013	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Axis Logistic Services, Inc.		
Street Address:	630 Kennesaw Due West Road		
Internal Address:	Attn: Claressa Duberry		
City:	Kennesaw		
State/Country:	GEORGIA		
Postal Code:	30152		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4291066	AXIS	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	19538.237001		
NAME OF SUBMITTER:	Karen Osborne		
Signature:	//Karen Osborne//		

CH \$40.00 4291066

Date:

01/02/2014

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

[Axis Logistic Services, Inc.]

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of December 27, 2013 ("Effective Date") by and between Axis Group, Inc., a Georgia corporation ("Assignor"), and Axis Logistic Services, Inc., a Delaware corporation ("Assignee").

WHEREAS, Allied Systems Holdings, Inc. ("Holdco"), the subsidiaries of Holdco set forth on the signature pages to the Purchase Agreement, and Jack Cooper Holdings Corp. ("Jack Cooper") are parties to that certain Asset Purchase Agreement, dated as of September 12, 2013 (as amended or modified from time to time, the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement. The conveyance effected hereby is being made pursuant to the U.S. Sale Order entered by the U.S. Bankruptcy Court;

WHEREAS, pursuant to Section 12.8(b) of the Asset Purchase Agreement, Jack Cooper has assigned certain rights of Jack Cooper under the Asset Purchase Agreement (including the right to acquire the Marks and Domain Names) to Assignee;

WHEREAS, Assignor is the owner of certain trademarks, including the United States trademark registrations set forth on Schedule A attached hereto (the "Marks");

WHEREAS, Assignor owns and has registered certain domain names, including the domain names listed on Schedule B attached hereto (the "Domain Names"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Marks and Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and other legal representatives, all of Assignor's applicable right, title and interest in and to the Domain Names and the Marks including, without limitation, any registrations and applications therefor, any renewals and extensions of registrations, all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due and payable as of the Effective Date or thereafter, including (without limitation) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

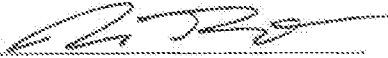
All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Marks and other rights assigned above are incorporated herein by reference.

This Assignment is being delivered pursuant to the Purchase Agreement and nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants, representations or warranties contained in the Purchase Agreement. 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 and control.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

AXIS GROUP, INC.
Assignor

By: 

Name: John Blount

Title: Senior Vice President and Secretary

STATE OF GEORGIA

On this ___ day of December, 2013, before me, a Notary Public in and for the State foresaid, personally appeared John Blount known by me or proven to me to be the person above named and an officer of Axis Group, Inc., duly authorized to execute this Assignment on behalf of Axis Group, Inc., who signed and executed the foregoing instrument on behalf of Axis Group, Inc.

Notary Public: 
My Commission Expires: 5-13-15



Assignor's signature page to Assignment of Intellectual Property

SCHEDULE A

REGISTERED U.S. TRADEMARKS

Assignor	Mark	Reg. No.	Registration Date
AXIS GROUP, INC.	AXIS & Design	4,291,066	2/19/2013

SCHEDULE B

DOMAIN NAME REGISTRATION

<u>Domain Name</u>	<u>Description</u>
www.axisgrp.com	Axis Group Company Website
www.go2axis.com	Axis On Line Ordering Website
www.gotoaxis.com	Axis On Line Ordering Website
www.gowithaxis.com	Axis On Line Ordering Website
www.gotwoaxis.com	Axis On Line Ordering Website