

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314483

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/23/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Con-way Truckload, Inc.		08/14/2014	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Con-way Inc.
Street Address:	2211 Old Earhart Road
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3655927	NEVER SETTLE FOR LESS
Registration Number:	2034555	CFI
Registration Number:	2050370	CONTRACT FREIGHTERS, INC.
Registration Number:	1888886	CONTRACT FREIGHTERS, INC.
Registration Number:	1664437	CFI
Registration Number:	1612366	CFI
Registration Number:	1588214	AIR ONE

CORRESPONDENCE DATA

Fax Number: 2482922910

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (248) 292-2920

Email: tmmail@patentco.com

Correspondent Name: Rebecca L. Wilson

Address Line 1: 29 West Lawrence Street

Address Line 2: Suite 210

Address Line 4: Pontiac, MICHIGAN 48342

ATTORNEY DOCKET NUMBER:	1359-148
NAME OF SUBMITTER:	Rebecca L. Wilson

TRADEMARK

SIGNATURE:	/Rebecca L. Wilson/
DATE SIGNED:	08/19/2014
Total Attachments: 10 source=Executed Assignment#page1.tif source=Executed Assignment#page2.tif source=Executed Assignment#page3.tif source=Executed Assignment#page4.tif source=Executed Assignment#page5.tif source=Executed Assignment#page6.tif source=Executed Assignment#page7.tif source=Executed Assignment#page8.tif source=Executed Assignment#page9.tif source=Executed Assignment#page10.tif	

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is between CONWAY TRUCKLOAD, INC ("ASSIGNOR"), a Missouri Corporation and Con-way Inc. ("ASSIGNEE"), a Delaware corporation having a place of business at 2211 Old Earhart Road, Ann Arbor, Michigan 48105, nunc pro tunc, as of August 23, 2007.

WHEREAS, ASSIGNOR is the sole owner of all right, title and interest in and to the Marks (as defined below), including any and all common law rights to any of the Mark(s), whether registered or unregistered, and the goodwill symbolized thereby; and

WHEREAS, ASSIGNOR wishes to assign, and ASSIGNEE wishes to acquire, all right, title and interest in and to the Marks.

NOW THEREFORE, in view of the mutual covenants exchanged herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree that:

1. ASSIGNMENT

In exchange for good and valuable consideration acknowledged by the parties and the further amount of One Dollar (\$1.00), as may be required in some legal jurisdictions to recognize this document, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE all right, title and interest, in the United States and throughout the World, in and to the marks identified in the attached Exhibits A and B (the "Marks"), and the good will of the business symbolized by the Marks, along with any registrations or pending applications to register any of the Marks, including any and all common law rights to any of the marks set forth at Exhibits A and B. Without limiting the generality of the foregoing, ASSIGNOR further sells, assigns and transfers to ASSIGNEE all right, title and interest to sue and recover for past infringements by any third parties of the Marks.

2. EXPENSES AND MAINTENANCE

ASSIGNEE shall bear the burden and expense of any recordation of this Agreement or other documents evidencing this transaction.

3. ASSISTANCE AND EXECUTION OF FURTHER DOCUMENTS

ASSIGNOR agrees to cause to be executed and delivered without further consideration any further applications, assignments or other documents, and to perform such other lawful acts as ASSIGNEE may reasonably require to fully secure and/or evidence the rights or interests herein or which is necessary to protect or enforce the Marks.

4. REPRESENTATIONS AND WARRANTIES

ASSIGNOR represents and warrants to Assignee that (i) Assignor is the sole owner of the Trademark rights, has the sole right to use and possess the Trademark rights and is within its power and authority to transfer the Trademark rights to Assignee hereunder; (ii) Assignor owns the Trademark rights free and clear of all liens, mortgages, security interests, pledges, restrictions, encumbrances of any kind; (iii) Assignor has full power and authority to execute and deliver this Agreement and to assign the Trademark rights to Assignee; (iv) the Agreement constitutes valid and legally binding obligation of Assignor, enforceable in accordance with its terms; and (v) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Assignor is a party or by which Assignor is bound.

5. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the ASSIGNEE.

6. SEVERABILITY

If any part of this Agreement is held void, the remaining parts will not be affected.

7. WAIVER

Any waiver of a breach by either party shall not be waiver of any subsequent breach.

8. APPLICABLE LAW

This Agreement will be governed by the laws of the State of Michigan without regard to the choice of law rules thereof.

9. MODIFICATIONS

This Agreement may be changed only by written amendment signed by both parties.

Con-way Truckload, Inc.

Con-way Inc.

By: 

By: 

Name: Stephen Krull

Name: Roderick Fracassi

Title: ~~EXECUTIVE VICE PRESIDENT~~
GENERAL COUNSEL

Title: ASSOCIATE GENERAL COUNSEL

Date: 8.14.14

Date: 8.14.14





BERNICE WHITEHEAD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE

BERNICE WHITEHEAD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE

My Commission expires January 7, 2017.
Acting in the County of Wayne

My Commission expires January 7, 2017.
Acting in the County of Wayne

TRADEMARK

SCHEDULE A

MARK	CURRENT OWNER	Registration. No.
NEVER SETTLE FOR LESS	Con-way Truckload, Inc.	3655927
CFI (Stylized Block Letters)	Con-way Truckload, Inc.	2034555
CONTRACT FRIEGHTERS, INC.	Con-way Truckload, Inc.	2050370
CONTRACT FREIGHTERS, INC. (Stylized Script)	Con-way Truckload, Inc.	1888886
CFI (Stylized Semi Block Letters)	Con-way Truckload, Inc.	1654437
CFI (Word Mark)	Con-way Truckload, Inc.	1612366
AIR ONE	Con-way Truckload, Inc.	1588214

SCHEDULE B

MARK	CURRENT OWNER	Country	Registration No.
CFI (Stylized Block Letters)	Con-way Truckload, Inc.	Canada	464,455
CFI (Stylized Block Letters)	Con-way Truckload, Inc.	Mexico	585,033
CFI (Stylized Semi Block Letters)	Con-way Truckload, Inc.	Canada	427,023
CFI (Word Mark)	Con-way Truckload, Inc.	Nicaragua	26900cc
CFI (Word Mark)	Con-way Truckload, Inc.	Costa Rica	87,311
CFI Logistica	Con-way Truckload, Inc.	Mexico	554,175
CFI Mex	Con-way Truckload, Inc.	Mexico	822,153