

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353249

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the type of entity of the assignee from a limited liability corporation to a limited liability company previously recorded on Reel 001978 Frame 0203. Assignor(s) hereby confirms the assignment of RN 1,906,956 and RN 1,911,820 to Assignee..		
RESUBMIT DOCUMENT ID:	900335305		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Larson Express, Inc.		05/14/1999	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	LSX Delivery, L.L.C.		
Street Address:	15110 North Dallas Parkway		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75248		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1906956	LARSON EXPRESS	
Registration Number:	1911820	LARSON EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	2142064330		
<i>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.</i>			
Phone:	214-206-4300		
Email:	molly@richardlawgroup.com		
Correspondent Name:	Molly Buck Richard		
Address Line 1:	8411 Preston Road		
Address Line 2:	Suite 890		
Address Line 4:	Dallas, TEXAS 75225		
ATTORNEY DOCKET NUMBER:	GREY-0001		
NAME OF SUBMITTER:	Molly Buck Richard		
SIGNATURE:	/Molly Buck Richard/		
DATE SIGNED:	08/31/2015		

Total Attachments: 1

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10-14-1999

U.S. Patent & TMOfo/TM Mail Rept Dt. #40

10-22-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Number of Pa

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Larson Express, Inc.

- Individual(s)
- General Partnership
- Association
- Limited Partnership

Corporation-State Illinois

Other

MRD 10-14-99

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: LSX Delivery, L.L.C.

Internal Address:

Street Address: 15110 North Dallas Parkway

City: Dallas State: TX ZIP: 75248

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Delaware limited liability corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 14, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,906,956 and 1,911,820

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Molly Buck Richard

Internal Address: Strasburger & Price, L.L.P.

Street Address: 901 Main Street, Suite 4300

City: Dallas State: TX ZIP: 75202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 19-4547

(Attach duplicate copy of this page if paying by deposit account)

10/21/1999 HTHAI1 00000197 1911820

DO NOT USE THIS SPACE

01 FC:401

40.00 OP

02 FC:402

25.00 OP

Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Molly Buck Richard

October 9, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 29

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of May 14, 1999 by and among LSX Delivery, L.L.C., a Delaware limited liability corporation ("Buyer"), Larson Express, Inc., an Illinois corporation ("Seller") and Arvid K. Larson and Michael A. Larson (collectively, the "Larsons").

MARK
company

Background

Seller is in the business of providing courier services, scheduled distribution and warehousing and logistics services in Illinois, Indiana and Wisconsin, (the "Business"). The Larsons own all of the outstanding capital stock of Seller. Buyer wishes to acquire selected assets and assume specified liabilities of Seller relating to the Business and Seller desires to enter into such transaction with Buyer on the terms and subject to the conditions set forth in this Agreement.

THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Agreement, the parties to this Agreement agree as follows:

ARTICLE I

Purchase and Sale of Assets

1.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, at Closing, Seller will sell, transfer, convey, assign and deliver to Buyer and Buyer will purchase and accept, all right, title and interest of Seller in and to the rights, properties and assets of Seller specified in Section 1.1 (collectively, the "Acquired Assets"), free and clear of all Liens (as defined in Section 2.12). The Acquired Assets will include only the following, but will specifically exclude the rights, properties and assets of Seller (the "Excluded Assets") listed on Schedule 1.1:

1.1.1. Accounts receivable. All accounts receivable and any notes receivable arising out of the operation of the Business listed on Schedule 1.1.1 (the "Accounts Receivable");

1.1.2. Contract Rights. All rights and incidents of interest as of the date of Closing in and to all leases, agreements, licenses and other contracts and legally binding contractual rights and obligations, including license agreements relating to the Intellectual Property (as defined in Section 1.1.6) listed on Schedule 1.1.2 (the "Assigned Contracts");

1.1.3. Inventory and Stores and Supplies. All raw materials, components, forms, stock, stores and supplies, spare parts and samples relating to the Business, wherever located;

1.1.4. Tangible Personal Property. All machinery and equipment, tools, spare and maintenance parts, fixtures, furniture, vehicles and all other tangible personal property, wherever located, including without limitation, the tangible personal property listed on Schedule 1.1.4 (the "Tangible Personal Property");

1.1.5. Manufacturers' and Vendors' Warranties. All rights under manufacturers' and vendors' warranties (the "Warranties") relating to items included in the Acquired Assets and all similar rights against third parties relating to items included in the Acquired Assets;

1.1.6. Intellectual Property. All right, title and interest in and to all (a) patents, trademarks, trade names, service marks, copyrights, and any registrations, licenses and applications related thereto, and software licenses and know-how licenses owned or used by Seller in the operation of the Business and listed on Schedule 1.1.6 and (b) trade secrets, technical knowledge, know-how and other confidential proprietary information and related ownership, use and other rights of Seller used in the Business, including but not limited to those listed on Schedule 1.1.6 (the "Intellectual Property");

1.1.7. Governmental Licenses, Permits and Approvals. All rights and incidents of interest of Seller in and to all licenses, permits, authorizations and approvals (collectively, "Permits") issued to Seller by any domestic or foreign court, government, governmental or quasi-governmental agency, authority, entity, commission, board, instrumentality or other body ("Governmental Entity") listed on Schedule 1.1.7;

1.1.8 Rights Against Third Parties. All of Seller's rights, claims, credits, causes of action or rights of set-off against suppliers, manufacturers, contractors and other third parties relating to the Acquired Assets, Assigned Contracts or Assigned Liabilities (as defined in Section 1.4), whether liquidated or unliquidated, fixed or contingent;

1.1.9 Other Intangible Assets. All customer, prospect, and marketing lists, sales data related to the Business, all interests and rights to the name "Larson Express" and the trade names listed on Schedule 1.1.6 and all intangible assets (in addition to those specified above), including the goodwill and name recognition value of the Business.

1.2. Nonassignable Contracts and Permits.

1.2.1. Nonassignability. To the extent that any Assigned Contract, Warranties or Permit to be assigned pursuant to the terms of Sections 1.1.2, 1.1.5 or 1.1.7 is not capable of being assigned without the consent, approval or waiver of a third person (including, without limitation, a Governmental Entity), nothing in this Agreement will constitute an assignment or require the assignment thereof except to the extent provided in this Section 1.2.

1.2.2. Seller to Use Reasonable Efforts. Notwithstanding anything contained in this Agreement to the contrary, Seller shall not have been deemed to, and is not obligated to, assign to Buyer any of Seller's rights and obligations in and to any of the Assigned Contracts, Warranties, or Permits referred to in Section 1.2.1, without first having obtained all consents, approvals and waivers necessary for such assignment; provided, however, that to the extent such consents, approvals and waivers have not been obtained

as of the date of Closing, Seller shall use its reasonable efforts to obtain all such consents, approvals and waivers after the Closing.

1.2.3. If Waivers or Consents Cannot Be Obtained. To the extent that the consents, approvals and waivers referred to in Section 1.2.1 are not obtained by Seller, Seller shall use its commercially reasonable efforts to (a) provide to Buyer the financial and business benefits of any Assigned Contract, Warranties or Permit referred to in Section 1.2.1 and (b) enforce, at the request of Buyer, for the account of Buyer, any rights of Seller arising from any such Assigned Contract, Warranties or Permit (including without limitation the right to elect to terminate in accordance with the terms thereof upon the advice of Buyer). Following the Closing, Seller shall not terminate, modify or amend any such Assigned Contract, Warranties or Permit except with the prior consent of Buyer.

1.3 Purchase Price. (a) As consideration for the sale of the Acquired Assets, Buyer agrees to pay to Seller, at the Closing, in immediately available funds, an initial purchase price (the "Initial Purchase Payment") of \$670,000, comprised of \$140,000 for the Acquired Assets listed in Sections 1.1.3 and 1.1.4, \$260,000 for the Accounts Receivable and \$270,000 for all other Acquired Assets.

(b) Additionally, Buyer shall pay \$40,000 to each of the Larsons as consideration for the Noncompetition Agreement set forth in Article VIII of this Agreement. Said non-compete payments shall be paid as follows: (i) 50% of the total will be made 120 days from the date of Closing, and (ii) the remaining 50% will be made on the first anniversary date of the Closing.

1.3.1 Subsequent Accounts Receivable Collections. To the extent that within twelve (12) months of the date of Closing, Buyer makes any collections of Accounts Receivable in excess of \$260,000 such amounts will be remitted to Seller by Buyer on the last business day of each month through the first anniversary of Closing. All such additional amounts paid shall be considered as part of the purchase price paid by Buyer for the Accounts Receivable. Any collections of Accounts Receivable made by Buyer after such twelve (12) month period shall be retained by and accrue solely for the benefit of Buyer. Any such collections shall be made in accordance with Seller's past practices. If Buyer must resort to litigation or use the services of a collection agency to collect the Accounts Receivable, the costs thereof shall be deducted from the excess amounts payable to Seller. All collections will be credited to the invoice designated by the creditor.

1.4 Assumption of Specified Liabilities. In addition to the purchase price specified in Section 1.3, Buyer agrees to assume and become responsible from and after the Closing for only the following (the "Assigned Liabilities"):

1.4.1 Assigned Contracts or Permits. All obligations arising and accruing after the Closing under the Assigned Contracts or Permits, except that Buyer shall not assume or agree to pay, discharge or perform any:

(a) liabilities and obligations under any Assigned Contract or Permit that is not assigned to Buyer consistent with the provisions of Section 1.2, except to the extent that Buyer has realized the corresponding financial or business benefits and other rights thereunder as contemplated by Section 1.2.3; or

(b) liabilities or obligations arising out of any breach by Seller of any provision of any Assigned Contract or Permit.

1.4.2 No Other Liabilities Assumed. Other than as specified in Section 1.4.1, Buyer will not assume nor have any responsibility with respect to any other Liabilities (as such term is defined in Section 2.8) of Seller or relating to or arising from the Business, including, but not limited to, any obligations arising or accruing on or before the Closing under the Assigned Contracts.

1.5 Closing. The Closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Seller, on the date of execution of this Agreement, effective as of 11:59 p.m. on May 14, 1999, or at such other time and place as the parties may agree.

1.6 Closing Deliveries. At Closing, the certificates, documents, and other items specified below will be delivered:

(a) Seller will execute and deliver to Buyer a Bill of Sale, Assignment and Assumption Agreement in the form of Exhibit A attached hereto; and

(b) Buyer will deliver to Seller the Initial Purchase Payment, in immediately available funds; and

(c) Buyer and Seller will execute and deliver each of the other documents and instruments required to be delivered under the terms of this Agreement.

1.7 Further Assurances. At or after Closing, and without further consideration, Seller will execute and deliver to Buyer such further instruments of conveyance and transfer and such other documents as Buyer may reasonably request in order to more effectively convey and transfer to Buyer all of the Acquired Assets and the Assigned Contracts.

ARTICLE II Representations and Warranties of Seller

Subject to the exceptions which are noted in the schedules referenced in Article II, Seller, represents and warranties to Buyer as follows:

2.1 Organization. Except as provided on Schedule 2.1, Seller is a corporation duly organized, validly existing, and in good standing under the laws of Illinois and has the full corporate power to own its properties and to conduct its business as presently conducted. Seller is

duly authorized, qualified, or licensed to do business and is in good standing as a foreign corporation in each state or other jurisdiction in which its assets are located or in which its business or operations as presently conducted make such qualification necessary.

2.2 Authority. Seller has all requisite corporate power and authority to execute, deliver, and perform this Agreement and all other documents and instruments contemplated by this Agreement (the "Seller Documents"). The execution, delivery, and performance of this Agreement and the Seller Documents by Seller has been duly authorized by all necessary action, corporate or otherwise, on the part of Seller or its shareholders. This Agreement and the other Seller Documents have been duly executed and delivered by Seller and are legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their terms.

2.3 Compliance with Laws. Except as provided on Schedule 2.3, Seller has complied in all material respects with each applicable statute, law, ordinance, decree, order, rule, or regulation of any Governmental Entity to which Seller or the Business or the Acquired Assets are subject and is not in violation in any material respect of any of the foregoing. Without limiting the generality of the foregoing, neither Seller nor any of its officers or employees have taken any action or failed to take any required action relating to Seller's independent contractors that would violate any applicable statute, law, ordinance, decree, order, rule or regulation of any Governmental Entity, including, without limitation, all federal, state and local laws relating to taxation, occupational health and safety, employment and labor matters.

2.4 Litigation. Except as provided on Schedule 2.4, there are no pending or, to the knowledge of Seller or the Larsons, threatened, lawsuits, administrative proceedings, or reviews, or formal or informal complaints or investigations by any individual, corporation, partnership, Governmental Entity, or other entity (a "Person") against or relating to Seller or any of its directors, employees, or agents (in their capacities as such), the Business or the Acquired Assets. Seller is not subject to or bound by any currently existing judgment, order, writ, injunction, or decree.

2.5 No Restrictions Against Sale of Assets. The execution of this Agreement by Seller does not, and the performance by Seller of the transactions contemplated hereby to be performed by it will not (a) conflict with the Articles of Incorporation or Bylaws of Seller, (b) except for the Financing Agreement dated July 31, 1998 between Seller and U.S. Bancorp Republic Commercial Finance, Inc. (the "Loan Agreement"), conflict with, or result in any violation of, or constitute a default (with or without notice or lapse of time or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a benefit under, any contract, permit, order, judgment or decree to which Seller is a party or by which any of its properties are bound, (c) constitute a violation of any applicable statute, law, ordinance, decree, order, rule or regulation of any Governmental Entity applicable to Seller, (d) result in the creation of any Lien upon any of the Acquired Assets. Seller represents that there are "no bulk sale" laws that may be applicable to the transaction. There are no existing agreements with, options or rights of, or commitments to any Person, other than Buyer, to acquire any of the Acquired Assets, the Business or the capital stock of Seller or any interest therein.

2.6 Governmental Consents. Except as provided on Schedule 2.6, no consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any Governmental Entity is required on the part of Seller in connection with the transactions contemplated by this Agreement or the Seller Documents.

2.7 Financial Statements. Attached as Schedule 2.7 are true and complete copies of (a) the unaudited balance sheet of Seller (the "Latest Balance Sheet") as of March 31, 1999 (the "Latest Balance Sheet Date") and the related unaudited statements of operations and cash flows for the three (3) months then ended, and (b) the unaudited balance sheets of Seller as of December 31, 1996, December 31, 1997 and December 31, 1998 and the related unaudited statements of operations and cash flows for the 12 months then ended (collectively, the "Financial Statements"). The Financial Statements present fairly the financial condition of Seller at the dates specified and the results of its operations and cash flows for the periods specified and have been prepared in accordance with GAAP, consistently applied, except for the absence of footnote disclosure and other presentation items. The Financial Statements have been prepared from the books and records of Seller, which accurately and fairly reflect all the transactions of, acquisitions and dispositions of assets by, and incurrence of liabilities by Seller. All Accounts Receivable reflected on the Latest Balance Sheet arose in the ordinary course of business; are valid and genuine and arising solely out of the bona fide sale of goods or performance of services; are fully collectible in the ordinary course of business at the face amount of such Accounts Receivable and are not subject to counterclaim, set-off or other reduction.

2.8 Absence of Undisclosed Liabilities. Except as provided on Schedule 2.8, Seller has no direct or indirect debts, obligations, or liabilities of any nature, whether absolute or contingent, accrued or unaccrued, asserted or unasserted, known or unknown, or otherwise, and whether due or to become due, (collectively, "Liabilities"), except for (i) Liabilities specifically identified in the Latest Balance Sheet and not heretofore paid or discharged and (ii) obligations incurred, consistent with past business practice, or as a result of the normal and ordinary course of business since the Latest Balance Sheet.

2.9 Absence of Material Adverse Change. Since the Latest Balance Sheet Date, except as specifically contemplated by this Agreement, there has not been: (a) any material adverse change in the condition (financial or otherwise), results of operations, business, prospects or financial results, assets, properties, or Liabilities of Seller or with respect to the manner in which Seller conducts its business or operations; (b) any sale, assignment or transfer of the Acquired Assets, except in the ordinary course of business and consistent with past practices; (c) any material theft, damage, destruction, casualty loss, condemnation, or eminent domain proceeding affecting any of the Acquired Assets, whether or not covered by insurance; (d) any waiver by Seller of any rights related to Seller's business, operations, or assets; (e) any other transaction, agreement, or commitment entered into by Seller affecting Seller's business, operations, or assets, except in the ordinary course of business and consistent with past practices; or (f) any agreement or understanding to do or resulting in any of the foregoing.

2.10 Employment Matters. Set forth on Schedule 2.10 is a complete list all current employees of Seller, including date of employment, current title and compensation, and date and

amount of last increase in compensation. Also set forth on Schedule 2.10 is a complete list, if any, of all current independent contractors of Seller. Seller has never had any collective bargaining, union or labor agreements, contracts or other arrangements with any group of employees, labor union, or employee representative. Seller knows of no organization effort currently being made or threatened by or on behalf of any labor union with respect to employees or independent contractors of Seller. Seller has never experienced, and Seller and the Larsons have no knowledge of nor have reasonable grounds to know of any basis for, any strike, labor trouble, work stoppage, slow down, or other interference with or impairment of the business of Seller.

2.11 Employee Benefit Plans.

2.11.1 List of Benefit Plans and Employee Arrangements. Schedule 2.11 sets forth a complete and correct list of:

(i) all benefit plans described in Section 3(37) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") ("Multiemployer Plans") or Sections 4063 or 4064 of ERISA ("Multiple Employer Plans"), to which Seller contributes, has an obligation to make contributions or, in the case of Multiemployers Plans, has made contributions during the preceding six years;

(ii) all "employee benefit plans", as defined in Section 3(3) of ERISA, which Seller maintains or makes or has an obligation to make contributions to, other than Multiemployer Plans or Multiple Employer Plans ("Benefit Plans"); and

(iii) all employment or consulting agreements, and all bonus or other incentive compensation, deferred compensation, salary continuation during any absence from active employment for disability or other reasons, severance, sick days, stock award, stock option, stock purchase, tuition assistance, or vacation pay agreements, policies or arrangements which Seller maintains or has any obligation (the "Employee Arrangements").

2.11.2 Documents. With respect to each Benefit Plan and Employee Arrangement, a complete and correct copy of each of the following documents (if applicable) has been provided or made available to Buyer: (i) the most recent plan and related trust documents, and all amendments thereto; (ii) the most recent summary plan description, and all related summaries of material modifications; (iii) the most recent Form 5500 (including schedules); (iv) the most recent IRS determination letter; (v) the most recent actuarial report.

2.11.3 Multiemployer Plans. Seller has not, during the preceding six years, made or had an obligation to make contributions to any Multiemployer Plan or Multiple Employer Plan.

2.11.4 Tax Qualification. The Benefit Plans and their related trusts intended to qualify under Sections 401 and 501 (a) of the Internal Revenue Code of 1986, as

amended ("Code"), respectively, have been determined by the Internal Revenue Service to qualify under such Sections, as amended by the Tax Reform Act of 1986.

2.11.5 Contributions and Funding. All contributions required to be made to or with respect to each Multiemployer Plan, Multiple Employer Plan or Benefit Plan (including PBGC premiums) have been completely and timely made, have been made in cash (or in the case of PBGC premiums paid from the applicable Benefit Plan), and all such contributions have been fully deducted by Seller for income tax purposes. All liabilities for contributions accrued to the date of Closing but not yet required to be made are reflected on the Financial Statements. With respect to any Benefit Plan (i) which is subject to section 412 of the Code, no minimum funding waiver has ever been sought, no minimum funding deficiency has ever been imposed, and no security under section 401 (a)(29) of the Code has been required, (ii) Seller has not incurred liability to the PBGC as a result of the transactions contemplated by this Agreement, (iii) there have been no reportable events as defined in section 4043 of ERISA, and (iv) no liability under Section 4069 of ERISA exists.

2.11.6 Compliance with Law. The Benefit Plans and Employee Arrangements have been maintained, in all material respects, in accordance with their terms and applicable laws including but not limited to the filing of applicable reports, documents and notices regarding any Benefit Plans with the Secretary of Labor and the Secretary of the Treasury, or the furnishing of such documents to participants in the Benefit Plans.

2.11.7 Claims. There are not pending, or to the knowledge of Seller, threatened actions against any Benefit Plan or its assets, plan sponsor, plan administrator or fiduciaries with respect to the operation of such plan (other than routine benefit claims).

2.11.8 Retiree Medical. Seller does not maintain retiree life or retiree health plans which provide for continuing benefits or coverage except (i) as may be required under Part 6 of Title I of ERISA and at the expense of the participant or the participant's beneficiary or (ii) a medical expense reimbursement account plan pursuant to Section 125 of the Code.

2.11.9 Change in Control. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) accelerate the time of payment or vesting or increase the amount of compensation due to any officer, director or employee (current, former or retired) of Seller, (ii) increase any benefits under any Benefit Plan or plan subject to ERISA maintained by any entity affiliated with Seller or (iii) increase the cost of providing benefits under any Benefit Plan.

2.11.10 Prohibited Transactions and Fiduciary Breaches. Except as provided in Schedule 2.11, there has been no prohibited transaction as defined in Section 406 of ERISA and Section 4975 of the Code with respect to any Benefit Plan or Multiple Employer Plan. For purposes of this paragraph, a prohibited transaction shall exist without regard to any statutory or other exemption. In addition, Seller has discharged all duties they have or had with respect to Sections 404 and 405 of ERISA, and, to the knowledge of Seller, no party whom Seller is obligated to indemnify for a breach of those provisions has committed any such breach.

2.11.11 COBRA. With respect to each Benefit Plan that is a group health plan (within the meaning of Section 4980B of the Code), all applicable requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), have been satisfied, and there exist no action or failure to act that could give rise to a tax under Section 4980B of the Code to Seller.

2.11.12 Employer Property. No assets of any Benefit Plan are invested, directly or indirectly, in any obligation of or security or other instrument issued by Seller, and no assets of any such plan are invested, directly or indirectly, in real or personal property used by Seller.

2.11.13 Termination of Plans. There has been no action or event that has resulted in or will result in the termination of any Benefit Plan identified on Schedule 2.11. With regard to any such plan formerly maintained by Seller that has been terminated at any time within the last six years, there is no ongoing liability associated with any such terminated plan.

2.12 Title to Assets. Except for Liens listed on Schedule 2.12, which Liens shall be released, discharged and removed on or prior to the date of Closing, Seller has, and following the Closing, Buyer will have, good, valid and marketable title to the Acquired Assets free and clear of any lien, mortgage, pledge, security interest, liability, charge, imposition or other encumbrance or claim of kind of any Person (collectively "Liens").

2.13 Condition of Properties. All Tangible Personal Property is in good operating condition and repair, normal wear and tear excepted, is reasonably fit and usable for the purposes for which it is being used, will not likely require major overhaul or major repair in the foreseeable future, is adequate and sufficient for the Business, and conforms with all applicable laws, rules and regulations. Seller maintains policies of insurance issued by insurers of recognized responsibility insuring Seller and its assets and business against such losses and risks, and in such amounts, as are customary in the case of corporations of established reputation engaged in the same or similar businesses and similarly situated and such policies are in full force and effect as of the date of Closing.

2.14 Assigned Contracts. Seller has furnished Buyer with a true and complete copy of each of the Assigned Contracts and any amendments, modifications, supplements or waivers thereto. Each of the Assigned Contracts is valid, binding, and in full force and effect and

enforceable in accordance with its terms; Seller has, and to Seller's and the Larsons' knowledge, all other parties thereto have, performed all of their respective obligations under each Assigned Contract, and there exists no breach or default (or event that with notice or lapse of time or both would constitute a breach or default) by Seller, and to Seller's and the Larsons' knowledge, by any other party thereto, under any Assigned Contract; there has been no termination or notice of default or any threatened termination under any Assigned Contract; and except as noted on Schedule 1.1.2, no consent of any Person is required in connection with the transactions contemplated by this Agreement.

2.15 Intellectual Property Rights. Seller owns the entire right, title and interest in and to the Intellectual Property used in the operation of the Business (including, without limitation, the right to use and license the same) without infringing on or otherwise acting adversely to the rights or claimed rights of any Person. To the knowledge of Seller, no other Person is infringing on the rights of Seller in any of its Intellectual Property. All software included in the Intellectual Property will (i) continue to operate and produce data after December 31, 1999, accurately and without delay, interruption or error relating to the fact that the time at which and the date on which the software is operating is after December 31, 1999 or that the year 2000 is a leap year; and (ii) will accept, calculate, process, maintain, store and output, accurately and without delay, interruption or error, all times and dates, or both, whether before, on or after December 31, 1999, and any time periods determined based on any such times or dates or both.

2.16 Environmental Matters. With respect to environmental matters:

(a) The operations of Seller are in compliance in all material respects with all applicable Environmental Laws (as hereinafter defined);

(b) Neither Seller nor, to Seller's knowledge, any current or former owner or operator of premises currently leased or operated by Seller has filed any notice under any Environmental Law indicating past or present treatment, storage, or disposal of or reporting a Release (as hereinafter defined) of any Hazardous Material (as hereinafter defined);

(c) Neither Seller nor, to Seller's knowledge, any of its current or former facilities and operations is subject to any pending or threatened investigation, proceeding or written agreement with any Governmental Entity or other Person relating to Environmental Laws or the Release or threatened Release of any Hazardous Material;

(d) There is not now, nor has there been in the past, on, in or under any real property currently or formerly owned, leased or operated by Seller or any of its predecessors (i) any underground storage tanks, above-ground storage tanks, dikes or impoundments containing Hazardous Materials, (ii) any asbestos-containing materials, (iii) any polychlorinated biphenyls or (iv) any radioactive substances;

(e) Seller is not subject to Environmental Costs and Liabilities (as hereinafter defined) with respect to Hazardous Materials at levels that would require remediation by it

under the Environmental Laws, and no facts or circumstances exist which could reasonably be expected to give rise to Environmental Costs and Liabilities;

(f) Seller has provided Buyer with copies of all environmental audits, assessments, studies, reports, analyses, investigation results or similar environmentally-related documents of any real property currently or formerly owned, operated or leased by Seller that are in the possession, custody or control of Seller; and

(g) As used in this Section 2.16, each of the following terms shall have the meaning set forth below:

(i) "Environmental Costs and Liabilities" means any and all losses, liabilities, obligations, damages, fines, penalties, judgments, actions, claims, costs and expenses (including, without limitation, fees, disbursements and expenses of legal counsel, experts, engineers and consultants and the costs of investigation and feasibility studies and Remedial Action) arising from or under any (i) Environmental Law, or order, injunction, judgment, decree, ruling, assessment or arbitration award ("Order") or (ii) contract in existence as of the date of Closing with any Governmental Entity or other person;

(ii) "Environmental Law" means any applicable federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation or other requirement relating to the environment, natural resources, or public or employee health and safety;

(iii) "Hazardous Material" means any substance, material or waste which is regulated, defined or classified by any Governmental Entity as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous substance," "restricted hazardous waste," "contaminant," "toxic waste" or "toxic substance" or words of similar import and includes, but is not limited to, petroleum, petroleum products (including crude oil and any fraction thereof), asbestos, asbestos-containing materials, urea formaldehyde and polychlorinated biphenyls; and

(iv) "Release" means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching, or migration on or into the indoor or outdoor environment or into or out of any property.

2.17 Taxes. All required federal, state, local, and other tax returns, notices, and reports (including without limitation income, property, sales, use, franchise, withholding, social security, and unemployment tax returns) relating to or involving transactions with Seller have been accurately prepared and duly and timely filed, and all taxes required to be paid with respect to the periods covered by any such returns have been timely and fully paid. No tax deficiency has been

proposed or assessed against Seller or its current or former shareholders, and neither Seller nor its current or former shareholders, have executed any waiver of any statute of limitations on the assessment or collection of any tax. No tax audit, action, suit, proceeding, investigation, or claim is now pending or, to the knowledge of Seller or the Larsons, threatened against Seller or its current or former shareholders, and no issue or question has been raised (and is currently pending) by any taxing authority in connection with any of Seller's or its current or former shareholders' tax returns or reports. Seller has withheld or collected from each payment made to each of its employees, independent contractors or other Persons the full amount of all taxes, if any, required to be withheld or collected therefrom and has paid all such taxes to the proper tax receiving officers or authorized depositories. Neither Seller nor its current or former shareholders has given nor been requested to give waivers or extensions (or is or would be subject to a waiver or extension given by any other Person) of any statute of limitations relating to the payment of taxes of Seller or for which Seller or its current or former shareholders may be liable.

2.18 No Misrepresentations. Seller and the Larsons have disclosed to Buyer all facts and information known to them that would be material to the contemplated transaction. The representations, warranties and statements made by Seller or the Larsons in or pursuant to this Agreement (including the Schedules to this Agreement) are true, complete, and correct in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such representation, warranty, or statement, under the circumstances in which it is made, not misleading.

ARTICLE III Representations and Warranties of the Larsons

The Larsons hereby, jointly and severally, represent and warrant to Buyer as follows:

3.1 Authority. This Agreement and the Seller Documents to which either of the Larsons is a party have been duly executed and delivered by each of the Larsons and are legal, valid, and binding obligations of each of the Larsons, enforceable against them in accordance with their terms.

3.2 No Violation. The execution, delivery, and performance of this Agreement by the Larsons will not conflict with or result in the breach of any term or provision of, or violate or constitute a default under, any contract, instrument, order, law, or regulation to which the either of the Larsons is a party or by which either of the Larsons is in any way bound or obligated.

ARTICLE IV Representations and Warranties of Buyer

Buyer hereby represents and warrants to Seller as follows:

4.1 Organization. Buyer is a limited liability corporation ^{Company MBL} duly organized, validly existing, and in good standing under the laws of Delaware.

4.2 Authority. Buyer has all requisite power and authority to execute, deliver, and perform under this Agreement and the Seller Documents to which it is a party. The execution, delivery, and performance of this Agreement and the Seller Documents to which it is a party by Buyer has been duly authorized by all necessary action, corporate or otherwise, on the part of Buyer. This Agreement and the Seller Documents to which it is a party have been duly executed and delivered by Buyer and are legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their terms.

4.3 No Violation. The execution, delivery, and performance of this Agreement by Buyer will not conflict with or result in the breach of any term or provision of, or violate or constitute a default under, any corporate or organizational documents or under any contract, instrument, order, law, or regulation to which Buyer is a party or by which Buyer is in any way bound or obligated.

4.4 Governmental Consents. Except as provided on Schedule 2.6, no consent, approval, order or authorization of, or registration, qualification, designation, declaration, or filing with, any Governmental Entity is required on the part of Buyer in connection with the transactions contemplated by this Agreement.

ARTICLE V Covenants and Agreements

5.1 Publicity. Buyer, Seller and the Larsons will cooperate with each other in the drafting and distribution of all news releases and other public disclosures relating to the transactions contemplated by this Agreement. Neither Buyer nor Seller, on the one hand, nor Seller and the Larsons, on the other hand, will issue or make any press release or public announcement concerning the transactions contemplated by this Agreement without the advance approval in writing of the form and substance thereof by the other parties, unless such Person determines in its sole discretion that such release or announcement is required by applicable legal or stock exchange requirements.

5.2 Transaction Costs. Sellers and the Larsons will pay all attorneys', accountants', finders', brokers', investment banking and other fees, costs, and expenses incurred by Seller or the Larsons in connection with the preparation, negotiation, execution, and performance of this Agreement and the Seller Documents or any of the transactions contemplated by this Agreement and the Seller Documents. Buyer will pay all attorneys', accountants', finders', brokers', investment banking and other fees, costs and expenses that it incurs in connection with the preparation, negotiation, execution and performance of this Agreement and the Seller Documents or any of the transactions contemplated by this Agreement and the Seller Documents.

5.3 Nondisclosure. Each of the Larsons acknowledges and agrees that all customer, prospect, and marketing lists, sales data, Intellectual Property, proprietary information, and trade secrets of Seller (collectively, "Confidential Information") are valuable, special, and unique assets and are and will be owned exclusively by Seller. Each of the Larsons agrees to treat the Confidential Information as confidential and not to disclose any Confidential Information to any

Person or make use of any Confidential Information for his own purposes or for the benefit of any other Person (other than Buyer) unless such disclosure is: (a) to an employee of the Buyer or their affiliates; or (b) to a person to whom disclosure is reasonably necessary or appropriate in connection with the business of Buyer; or (c) authorized in writing by Buyer or (d) required by any court or administrative agency.

5.4 Offers of Employment. Before or after the date of Closing, a representative of Buyer will interview employees of Seller and shall allow a representative of Seller to be present at such interviews, but will have no obligation to extend employment offers to any such employees.

ARTICLE VI Closing Conditions

6.1 Conditions to Obligations of Buyer. The obligations of Buyer under this Agreement are subject to the satisfaction at or prior to the date of Closing of the following conditions, but compliance with any such conditions may be waived by Buyer in writing:

(a) All representations and warranties of Seller and the Larsons contained in this Agreement and the Seller Documents must be true and correct at and as of the date of Closing with the same effect as though such representations and warranties were made at and as of the date of Closing.

(b) Each of Seller and the Larsons must have performed and complied with all the covenants and agreements and satisfied the conditions required by this Agreement to be performed, complied with, or satisfied by them at or prior to the date of Closing, including, without limitation, the delivery of all items required to be delivered by them pursuant to Section 1.6.

(c) There must be no pending or threatened litigation in any court or any proceeding before or by any Governmental Entity against any Seller, the Larsons or Buyer to restrain or prohibit or obtain damages or other relief with respect to this Agreement or the Seller Documents or the consummation of the transactions contemplated by this Agreement or the Seller Documents.

(d) The Employment Agreement in the form substantially as attached hereto as Exhibit B (the "Employment Agreement") must have been executed and delivered by Buyer and Michael A. Larson and shall be in full force and effect.

(e) Seller must have delivered to Buyer evidence that all obligations under the Loan Agreement and the Notes Payable to the former owners of Daily Sprint and North Suburban Messenger have been paid off and terminated and all Liens thereunder have been released and discharged.

(f) A letter of transfer relating to Permits issued by the Surface Transportation Board and state authorities.

(g) Seller must have delivered to Buyer a legal opinion of their counsel, dated the date of Closing in the form of Exhibit C and addressing such other matters as Buyer reasonably requests.

(h) All documents and proceedings relating to Closing and the transactions contemplated by this Agreement must be reasonably satisfactory in form and substance to Buyer.

6.2 Conditions to Obligations of Seller and the Larsons. The obligations of Seller and the Larsons under this Agreement are subject to the satisfaction at or prior to the date Closing of the following conditions, but compliance with any such conditions may be waived by Seller or the Larsons in writing:

(a) All representations and warranties of Buyer contained in this Agreement must be true and correct at and as of the date Closing with the same effect as though such representations and warranties were made at and as of date of Closing.

(b) Buyer must have performed and complied with the covenants and agreements and satisfied the conditions required by this Agreement to be performed, complied with, or satisfied by it at or prior to the date of Closing, including, without limitation, the delivery of all items required to be delivered by Buyer pursuant to Section 1.6

(c) There must be no pending or threatened litigation in any court or any proceeding before or by any Governmental Entity against any Seller, the Larsons, or Buyer to restrain or prohibit or obtain damages or other relief with respect to this Agreement or the consummation of the transactions contemplated by this Agreement.

(d) The Employment Agreement must have been executed and delivered by Buyer and Michael A. Larson and shall be in full force and effect.

(e) Buyer must have delivered to Sellers and the Larsons a legal opinion of its counsel, dated the date of Closing in the form of Exhibit D and addressing such other matters as Sellers or the Larsons reasonably request.

ARTICLE VII Indemnification

7.1 Indemnification of Buyer. Seller and each of the Larsons (the "Seller Parties") will, jointly and severally, indemnify and hold Buyer, its subsidiaries, and their respective affiliates, directors, officers, employees, and agents (the "Buyer Parties") harmless from any and all liabilities, obligations, claims, contingencies, damages, costs, diminution in value, and expenses, including all

court costs and reasonable attorneys' fees (the "Claims"), that any Buyer Party may suffer or incur as a result of or relating to:

(a) the breach or inaccuracy, or any alleged breach or inaccuracy, of any of the representations, warranties, covenants, or agreements made by Seller or either of the Larsons in this Agreement or any Seller Document or pursuant to this Agreement or any Seller Document; and

(b) any Liabilities, other than the Assigned Liabilities, including any attempts or efforts by Seller's creditors to collect the Liabilities from Buyer, whether upon the bankruptcy of Seller, either of the Larsons or otherwise.

7.2 Defense of Claims. Except as set forth below, if any lawsuit or enforcement action is filed against any Buyer Party entitled to the benefit of indemnity hereunder, written notice thereof describing such lawsuit or enforcement action in reasonable detail and indicating the estimated amount of the reasonably foreseeable Claims (which estimate shall in no way limit the amount of indemnification the Buyer Party is entitled to receive hereunder), shall be given to the Seller Parties as promptly as practicable (and in any event within ten (10) days, after the service of the citation or summons); provided that the failure of any Buyer Party to give timely notice shall not affect its rights to indemnification hereunder except to the extent that the Seller Parties demonstrate that the Buyer Party's failure to so notify within such ten (10) day period increased the Claims with respect to which the Buyer Party is otherwise entitled to indemnification. Upon receipt of such notice, the Seller Parties shall have the right, but not the obligation, to undertake the defense of or, with the consent of the Buyer Party (which consent may not be unreasonably withheld), to settle or compromise such claim. If the Seller Parties elect to defend any such asserted liability and to assume all obligations contained in Section 7.1 to indemnify the Buyer Party, then the Seller Parties shall so notify the Buyer Party and shall be entitled, if they so elect, to take control of the defense and investigation of such lawsuit or action and to employ and engage attorneys of their own choice to handle and defend the same, at the Seller Parties' sole cost, risk and expense, and such Buyer Party shall cooperate in all reasonable respects, at the Seller Parties' sole cost, risk and expense, with the Seller Parties and such attorneys in the investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the Buyer Party may, at its own cost and expense, participate in such investigation, trial and defense of such lawsuit or action and any appeal arising therefrom. If the Seller Parties promptly notify the Buyer Party that they intend to defend the claim and to assume all obligations contained in Section 7.1 to indemnify the Buyer Party, the Buyer Party shall not pay, settle or compromise such claim without the Seller Parties' consent (which consent shall not be unreasonably withheld). If the Seller Parties elect not to defend the Claim of the Buyer Party, the Buyer Party may, but shall not be obligated to, undertake the defense of or, with the consent of the Seller Parties (which consent may not be unreasonably withheld), settle or compromise such claim, on behalf, for the account, and at the risk, of the Seller Parties.

7.3 Survival. All representations and warranties made in or pursuant to this Agreement will survive the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement, and will be unaffected by any notice,

investigation, or knowledge to the contrary. All statements contained in any Schedule, certificate, Seller Document, or other writing delivered in connection with this Agreement or the transactions contemplated by this Agreement will constitute representations and warranties under this Agreement. Each party agrees that no other party to this Agreement will be under any duty, express or implied, to make any investigation of any representation or warranty made by any other party to this Agreement, and that no failure to so investigate will be considered negligent or unreasonable. All statements contained in any Schedule, certificate, or other writing delivered in connection with this Agreement or the transactions contemplated by this Agreement will constitute representations and warranties under this Agreement.

7.4 Satisfaction of Obligations. The indemnification obligations of the Seller Parties under Section 7.1 may be satisfied, at Buyer's option, with an offset against any payments due Seller or the Larsons under Section 1.3 (b) and 1.3.2 of this Agreement.

7.5 Limitation on Claims. Notwithstanding any other provision of Section 7, the Buyer Parties will not be entitled to make a Claim against Seller Parties under Section 7.1 to the extent that the Claim plus the aggregate amount of all other Claims asserted against, or paid by, the Seller Parties exceeds the sum of: (i) the Initial Purchase Price; (ii) the amounts paid or payable to the Larsons under Section 1.3 (b); (iii) the amounts paid or payable to Seller under Section 1.3.1; and (iv) the amount paid or payable to Michael A. Larson under Section 1(c) of the Employment Agreement.

ARTICLE VIII Noncompetition Agreement

8.1 Noncompetition. Each of the Larsons hereby agrees for a period of five years after the date of Closing (each such period being a "Non-Compete Period"), that he will not, directly or indirectly, as an employee, consultant, advisor, referring source, agent of, or investor in, any Person:

(a) engage in the business of providing courier, pickup and delivery or other package delivery, scheduled distribution and warehousing and logistics services business (the "Competitive Business") within 150 miles of Chicago, Illinois (the "Territory"); or

(b) directly or through an intermediary influence or attempt to influence any customer or potential customer of Buyer, its affiliates, or their respective successors and assigns that is located in the Territory to purchase services related to the Competitive Business from any Person other than Buyer, its affiliates, or their respective successors and assigns; or

(c) employ or attempt to employ or solicit for any employment competitive with Buyer, its affiliates, or their respective successors and assigns any individuals who are employees of Buyer, its affiliates, or their respective successors and assigns at any time at which either of the Larsons employs or attempts to employ or solicit such individuals (or were employees of Buyer, its affiliates, or their respective successors and assigns within one

year prior to such time) or influence or seek to influence any such employees to leave Buyer's, its affiliates, or their respective successors' or assigns' employment;

provided that the foregoing will not apply to any investment in publicly traded securities constituting less than 5% of the outstanding securities in such class. Each of the Larsons acknowledges that his obligations under this Article VIII are a material inducement and condition to Buyer's entering into this Agreement and performing the transactions contemplated by this Agreement. Each of the Larsons acknowledges that this Section 8.1 is necessary to protect the interests of Buyer and its affiliates and that the restrictions and remedies contained in this Agreement are reasonable in light of the consideration and other value paid by Buyer pursuant to this Agreement. If any provision of this Section 8.1 should be found by any court of competent jurisdiction to be unreasonable by reason of its being too broad as to the period of time, territory, and/or scope, then, and in that event, such provision will nevertheless remain valid and fully effective, but will be considered to be amended so that the period of time, territory, and/or scope set forth will be changed to be the maximum period of time, the largest territory, and/or the broadest scope, as the case may be, that would be found reasonable and enforceable by such court. Should any Person violate this Section 8.1, the period of time of the Non-Compete Period applicable to such Person will automatically be extended for a period of time equal to the period of time such Person began such violation until such violation permanently ceases.

8.2 Specific Performance. In the event of a violation of this Article VIII, Buyer will be entitled to injunctive relief against either of the Larsons in addition to any other legal or equitable remedies that may be available.

ARTICLE IX Miscellaneous

9.1 Notices. All notices that are required or may be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by telecopy or by registered or certified mail, postage prepaid, to the parties at the following addresses (or to the attention of such other person or such other address as any party may provide to the other parties by notice in accordance with this Section 9.1):

If to Buyer:

LSX Delivery, L.L.C.
c/o
Greyhound Lines, Inc.
15110 North Dallas Parkway
Dallas, TX 75248
Attention: Vice President, Finance and
Corporate Development
Telecopier: (972) 387-1874

with a copy to:

Greyhound Lines, Inc.
15110 North Dallas Parkway
Dallas, Texas 75248
Attention: Legal Department
Telecopier: (972) 789-7403

If to Seller or the Larsons:
c/o Michael A. Larson
5400 Newport Drive, Suite #12
Rolling Meadows, IL 60008

with a copy to:
Alzheimer & Gray
10 S. Wacker Drive, Suite 4000
Chicago, IL 60606
Attn: Myles D. Berman

Any such notice or other communication will be deemed to have been given and received (whether actually received or not) on the day it is personally delivered, delivered by courier or overnight delivery service or sent by telecopy or, if mailed, when actually received.

9.2 Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred to secure performance of any obligations under this Agreement, or to establish damages for the breach of this Agreement or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

9.3 Brokers. Each party who has retained a broker or agent in connection with the negotiation or consummation of the transactions contemplated by this Agreement shall remain solely liable for any brokerage and finders' fees or agents' commissions associated therewith and agrees that it will indemnify and hold harmless the other parties against any claim for such brokerage and finders' fees or agents' commissions. Seller and the Larsons represent that they have retained HPC Puckett & Company as their broker. Buyer represent that it has not retained a broker.

9.4 Counterparts. This Agreement may be executed in counterparts for the convenience of the parties to this Agreement, all of which together will constitute one and the same instrument.

9.5 Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement will be assigned or delegated by Seller or either of the Larsons or Buyer without the prior written consent of the other parties; except that Buyer may assign its rights and obligations under this Agreement to any direct or indirect subsidiary of Buyer or to a Person that is a subsidiary of a common parent Person. This Agreement is not intended to confer any rights or benefits to any Person (including, without limitation, any employees of Seller) other than the parties to this Agreement and the Persons named in Article VII.

9.6 Headings. The headings of this Agreement are for convenience only and do not constitute a part of this Agreement.

9.7 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

9.8 Entire Agreement. This Agreement and the related documents contained as Exhibits and Schedules to this Agreement or expressly contemplated by this Agreement contain the entire understanding of the parties relating to the subject matter of this Agreement and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the

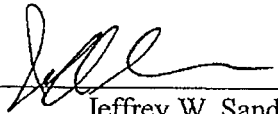
subject matter of this Agreement. This Agreement cannot be modified or amended except in writing signed by the party against whom enforcement is sought. The Exhibits and Schedules to this Agreement are by this Agreement incorporated by reference into and made a part of this Agreement for all purposes.

9.9 Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the substantive laws of the State of Texas, without giving effect to any conflicts-of-law rule or any other principle that might require the application of the laws of another jurisdiction.


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IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first above written.

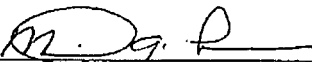
LSX DELIVERY, L.L.C.

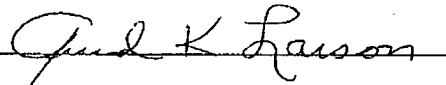
By: 
Name: Jeffrey W. Sanders
Title: Chief Financial Officer

LARSON EXPRESS, INC.

By: 
Name: Michael G. Larson
Title: President

MICHAEL A. LARSON


ARVID K. LARSON



Schedule 1.1.6

Intellectual Property

The following registered and unregistered Trademarks:

Larson Express
Larson Delivery Service
Daily Sprint
North Suburban Messenger
Now Messenger

SEE ALSO FOLLOWING PAGES

Monday, May 10, 1999

Page: 1

Trademark List

Trademark Name	Client Matter #	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
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LITH HOUR AIR	44306 127001	Abandnd	74/415231			
Country: United States of America						
Owner: Larson Express, Inc.						
Classes: 39						
Remarks: PER MYLES BERMAN ALLOW APPLN TO ABANDON; 9/22/95: RCVD NOTICE OF ABANDONMENT FROM PTO; FILE IN STORAGE-BOX NO. B8739						
Client Ref. #: 1616						

Goods: TRANSPORT AND DELIVERY OF PARCELS AND MAIL FOR OTHERS

LARSON EXPRESS
Country: Illinois

44306 127004 Registered
Owner: Larson Express, Inc.

81946 27-Apr-1998
27-Apr-2003

Classes: IL S-39

Remarks: 3/25/98: APPLN MAILED TO SEC OF STATE;
5/15/98: ORIG CERT OF REG MAILED TO CLIENT;
5/18/98: CLIENT CONFIRMED RCPT OF ORIG CERT OF REG;

Goods: Transport and delivery of parcels and mail for others by ground or air

Monday, May 10, 1999

Trademark List

Page: 2

Trademark Name	Client Matter #	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
LARSON EXPRESS	44306 127005	Registered		1998-0190	07-Apr-2008	15-Jan-1995
Country: Indiana				07-Apr-1998		

Owner: Larson Express, Inc.

Classes: IN 58

Remarks: 3/25/98: APPLN MAILED TO SEC OF STATE;
 5/5/98: CERT OF REG RCVD FROM SEC OF STATE;
 5/6/98: ORIG CERT OF REG MAILED TO CLIENT, RCPT CONFIRMED 5/11;

Goods: Transport and delivery of parcels and mail for others by ground or air
 Disclaims: 'Larson'

Owner: Larson Express, Inc.

Classes: 39

Remarks: 3/3/95: AMENDED TO THE SUPPLEMENTAL REGISTER; PER SAG - DOCKET FOR ONCE A YEAR CALL TO CLIENT & CHECK USE TO SEE IF WE SHOULD APPLY TO PRINCIPAL REGISTER;

Goods: TRANSPORT AND DELIVERY OF PARCELS AND MAIL FOR OTHERS BY GROUND AND AIR
 DISCLAIMS: "EXPRESS"

44306 127002

Registered

74/492563

1906956

18-Jul-2005

14-Jan-1994

22-Feb-1994

18-Jul-1995

Client Ref. #: 1911

Monday, May 10, 1999

Trademark List

Page: 3

Trademark Name	Client Matter #	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
LARSON EXPRESS	44306 127006	Unfiled				

Country: Wisconsin

Owner: Larson Express, Inc.

Remarks: 3/25/98: APPLN MAILED TO SEC OF STATE;
 5/98: SECT OF STATE RTRND APPLN - NO CERT OF AUTHORITY TO DO BUSINESS FOR LARSON IN WI, MUST FILE;
 5/19/98: LTR TO CLIENT RE CERT OF AUTHORITY;

Goods: Transport and delivery of parcels and mail for others by ground or air

LARSON EXPRESS & DESIGN
Country: United States of America

44306 127003

Registered

1911820

15-Aug-2005 14-Jan-1994

Owner: Larson Express, Inc.

74/492562

15-Aug-1995

Classes: 39

Client Ref. #: 1912

Remarks: 12/4/97: STATUS LTR & ORIG CERT OF REG MAILED TO CLIENT;

Goods: TRANSPORT AND DELIVERY OF PARCELS AND MAIL FOR OTHERS BY GROUND AND AIR
DISCLAIMS: 'EXPRESS'

IN RE: Registrations of LSX Delivery, L.L.C.

RN 1906956 and RN 1911820

DECLARATION IN SUPPORT OF CORRECTIVE ASSIGNMENT

LSX DELIVERY, L.L.C., is a Delaware limited liability company. Apparently when the Asset Purchase Agreement between Larson Express, Inc. and LSX Delivery, L.L.C. was entered into on May 14, 1999, LSX Delivery, L.L.C. was identified incorrectly as a "limited liability corporation" rather than a "limited liability company." The entity is the same but was improperly identified by the wrong entity type.

I understand that willful false statements and the like so made are punishable by fine or imprisonment or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of this registration, and all statements made of my own knowledge are true and all statements made on information and belief are believed to be true.

Dated this 31ST day of AUGUST, 2015.

LSX DELIVERY, L.L.C.

David E Phillips

DAVID E. PHILLIPS, President