

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Alaska Freightways, Inc.		09/16/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Span-Alaska Transportation, LLC		
Street Address:	3815 W. Valley Highway N		
City:	Auburn		
State/Country:	WASHINGTON		
Postal Code:	98001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3551489	DELIVERING CUSTOMIZED SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	17553-2-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	09/17/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 16, 2015 ("Effective Date") by and between **Pacific Alaska Freightways, Inc.**, a Washington corporation, with an address at 2812 70th Ave. E, Fife, Washington 98424 ("Assignor"), in favor of **Span-Alaska Transportation, LLC**, a Delaware limited liability company, with a place of business at 3815 W. Valley Highway N, Auburn, WA 98001 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 16, 2015 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and applications set forth on **Schedule A** attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, 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 or 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.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

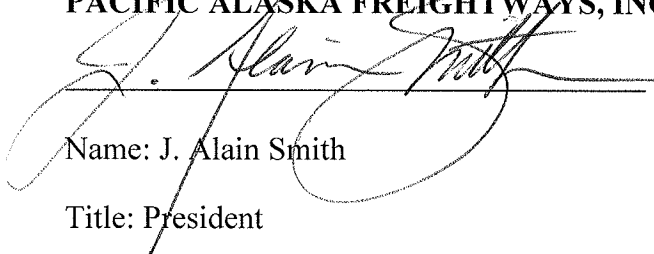
Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment

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[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

PACIFIC ALASKA FREIGHTWAYS, INC.

A handwritten signature in cursive script, appearing to read "J. Alain Smith", is written over a horizontal line. The signature is fluid and extends above and below the line.

Name: J. Alain Smith

Title: President

SCHEDULE A

	MARK	COUNTRY	SERIAL NO. / APP. DATE	REG. NO. / REG. DATE	OWNER OF RECORD
1.	DELIVERING CUSTOMIZED SOLUTIONS	U.S.	77365907 1/7/2008	3551489 12/23/2008	Pacific Alaska Freightways, Inc.