

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.S. Express Trucking, Inc.		11/30/2016	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	US Pack Logistics LLC		
Street Address:	555 E. Lancaster Avenue		
Internal Address:	Suite 444		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5002465	JS LOGISTICS	
Registration Number:	2025527	JS EXPRESS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	267-546-0661		
Email:	ipolonsky@rccblaw.com		
Correspondent Name:	Ian Polonsky		
Address Line 1:	Two Logan Square		
Address Line 2:	Suite 710		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Ian Polonsky		
SIGNATURE:	/ian polonsky/		
DATE SIGNED:	12/01/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of November 30, 2016 ("*Effective Date*"), is by and between J.S. EXPRESS TRUCKING, INC., a Missouri corporation ("*Assignor*") and US PACK LOGISTICS LLC, a Delaware limited liability company (the "*Company*").

WHEREAS, Assignor, the Company and certain other parties have entered into that certain Asset Purchase Agreement (the "*APA*"), pursuant to which Assignor has agreed to sell, and the Company has agreed to purchase, all of Assignor's right, title and interest in and to all of the Intellectual Property which relates to, or is used or held for use in connection with, the Business (as such capitalized terms are defined in the APA), including but not limited to the Assigned Trademarks (as defined below);

WHEREAS, Assignor is the owner of the Assigned Trademarks and all goodwill associated therewith or symbolized thereby; and

WHEREAS, Assignor agrees to assign to the Company, and the Company wishes to acquire from Assignor, Assignor's entire right, title and interest in and to the Assigned Trademarks, and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment and in the APA, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to the Company, and the Company hereby accepts, all of Assignor's right, title, and interest in and to the following (the "*Assigned Trademarks*"), together with the goodwill of the Business associated therewith or symbolized thereby: (a) the registered trademarks set forth on Schedule I hereto and all issuances, extensions, and renewals thereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Cooperation. Assignor shall, at its expense, take reasonable actions and execute and deliver documents that the Company may reasonably request to effect terms of this Trademark Assignment and to perfect the Company's title in and to those Assigned Trademarks assigned to it hereunder. If Assignor fails to promptly take or execute any such action or document after written request by the Company, Assignor hereby constitutes and appoints the Company as true and lawful agent and attorney-in-fact of Assignor, with full power of substitution, in

the name and stead of Assignor but on behalf and for the benefit of the Company, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effect the assignments contemplated in this Trademark Assignment.

3. Recordation. The Company shall be solely responsible for all actions whatsoever associated with the perfection of the Company's right, title, and interest in and to the Assigned Trademarks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to the Company of the Assigned Trademarks; provided, however that each of the Company and Assignor shall be responsible for their respective attorneys' fees in any jurisdiction. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record the Company as the assignee and owner of the Assigned Trademarks and to deliver to the Company, and to the Company's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.
4. Governing Law. This Trademark Assignment shall be governed by and construed under the laws of the State of Delaware, exclusive of the body of law known as conflicts of law.
5. General Provisions. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment. This Trademark Assignment, together with the APA, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Trademark Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment shall not waive any of its rights under such terms or provisions. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the authorized representatives of Assignor and the Company have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

J.S. EXPRESS TRUCKING, INC.

By: 

Name: 

Title: 

COMPANY:

US PACK LOGISTICS LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the authorized representatives of Assignor and the Company have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

J.S. EXPRESS TRUCKING, INC.

By: _____

Name:

Title:

COMPANY:

US PACK LOGISTICS LLC

By:  _____

Name: Mark Glazman

Title: EVP

**SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS**

Mark	Serial/Registration Number
JS LOGISTICS	5002465
JS EXPRESS	2025527