

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manna Freight Systems, Inc.		06/26/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Pilot Air Freight, LLC		
Street Address:	314 North Middletown Road		
City:	Lima		
State/Country:	PENNSYLVANIA		
Postal Code:	19037		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5081538	MANNA FREIGHT SYSTEMS, INC.	
Registration Number:	5077410	SCHEDULEMYDELIVERY.COM	
Registration Number:	4759262	MANNA DISTRIBUTION SERVICES	
Registration Number:	4840175	CENTREK DISTRIBUTION SERVICES	
Registration Number:	4127237	LAST MILE HOME	
Registration Number:	5328799	LIFT (LOGISTICS, INVENTORY, AND FREIGHTTT	
Registration Number:	5264065	CLARITY SUPPLY CHAIN VISIBILITY TOOLS	
Registration Number:	4754995	VRALO	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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:	215.864.8109		
Email:	rzoncal@ballardspahr.com, phila_tmcketing@ballardspahr.com		
Correspondent Name:	Lynn E. Rzonca		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
NAME OF SUBMITTER:	Lynn E. Rzonca		
SIGNATURE:	/Lynn E. Rzonca/		

CH \$215.00 5081538

DATE SIGNED:	08/20/2018
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated as of June 26, 2018, is made and entered into by and between MANNA FREIGHT SYSTEMS, INC., a Minnesota corporation (the "Assignor"), and PILOT AIR FREIGHT, LLC, a Delaware limited liability corporation (the "Assignee") (each a "Party", and collectively, the "Parties").

Background:

The Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of June 26, 2018 (the "Asset Purchase Agreement"), pursuant to which the Assignor sold to Assignee all of Assignor's right, title, and interest in and to the registered and unregistered trademarks listed on Schedule A attached hereto (collectively, the "Trademarks").

Agreement:

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Transfer. The Assignor hereby, effective as of June 26, 2018, hereby assigns, sells, conveys and transfers to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Trademarks, together with the whole of the goodwill of the business pertaining thereto, with the same rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

2. Due Authorization. As applicable, the Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations to issue all registrations from any applications for registration of the Trademarks to the Assignee.

3. Further Assurances. The Assignor covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with this Assignment, and that the Assignor will, upon the request of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of the Assignor and the Assignee. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Trademarks, for any reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized agents as the Assignor's agent and attorney-in-fact, to act for and in their

behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Trademarks.

4. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of Delaware.

5. Amendment; Waiver. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the Party against whom enforcement of the same is sought.

6. Conflict with Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the respective agreements, terms, conditions, limitations, representations, warranties, covenants and obligations contained in the Asset Purchase Agreement or the survival thereof.

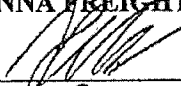
7. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed and delivered by their respective duly authorized officers on the date first written above.

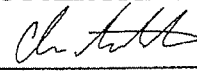
ASSIGNOR:

MANNA FREIGHT SYSTEMS, INC.

By: 
Name: Evan M. Nelson
Title: President




ASSIGNEE:

PILOT AIR FREIGHT, LLC

By: 
Name: Chris Ashlotes
Title: VP, General Counsel & Secretary

SCHEDULE A

REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	REGISTRATION NO.
MANNA FREIGHT SYSTEMS, INC.	United States	5,081,538
SCHEDULEMYDELIVERY.COM	United States	5,077,410
	United States	4,759,262
CENTREK DISTRIBUTION SERVICES	United States	4,840,175
	United States	4,127,237
LIFT (LOGISTICS, INVENTORY, AND FREIGHTTRACKING)	United States	5,328,799
CLARITY SUPPLY CHAIN VISIBILITY TOOLS	United States	5,264,065
	United States	4,754,995

UNREGISTERED TRADEMARKS AND TRADE NAMES

The high speed, white glove home delivery leader!
Be first to market
The in-home expert
Store to Door
Orion Air Ride
The answer to your pick-up problems
Manna
Assessment Distribution Services
Centrek Distribution Services
Manna Distribution Services
Last Mile Home
Vralo