

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet Logistics, Inc.		05/26/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Expeditors International of Washington, Inc.		
Street Address:	1015 Third Avenue, 12th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104-1190		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5731544	CLICK. CLICK. SHIP.	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	124576-0001		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	07/07/2020		
Total Attachments: 4			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (together with the schedule(s) attached hereto, this "Trademark Assignment"), dated and effective as of May 26, 2020 (the "Effective Date"), is entered into by and between Fleet Logistics, Inc., a Delaware corporation ("Assignor"), and Expeditors International of Washington, Inc., a Washington corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Intellectual Property Assignment and Assumption Agreement dated as of May 26, 2020 (the "IP Assignment"); and

WHEREAS, pursuant to the terms of the IP Assignment, Assignor assigned, transferred, conveyed, and delivered to Assignee, and Assignee acquired and accepted from Assignor, all of Assignor's right, title, and interest in, to and under all of the Purchased IP, including the trademarks and corresponding registrations set forth on Schedule A to this Trademark Assignment (the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor and Assignee agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to them in the IP Assignment.

2. Assignor hereby confirms having assigned, transferred, conveyed, and delivered to Assignee, and Assignee hereby confirms acquiring and accepting from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including (a) all of the goodwill associated with any of the Assigned Trademarks; (b) all rights to file for and maintain registrations therefor; (c) all rights of action accrued, accruing and to accrue under and by virtue of the Assigned Trademarks; and (d) all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.

3. Assignor authorizes and requests the Commissioner of Trademarks of the United States of America and the empowered officials of all other relevant governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein.

4. This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, email or other electronic transfer shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Confirmatory Trademark Assignment as of the Effective Date.

ASSIGNOR:

FLEET LOGISTICS, INC.

By: Max Lock
Name: Max Lock
Title: Chief Executive Officer

ASSIGNEE:

**EXPEDITORS INTERNATIONAL
OF WASHINGTON, INC.**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Confirmatory Trademark Assignment as of the Effective Date.

ASSIGNOR:

FLEET LOGISTICS, INC.

By: _____

Name: Max Lock

Title: Chief Executive Officer

ASSIGNEE:

**EXPEDITORS INTERNATIONAL
OF WASHINGTON, INC.**

By:  _____

Name: Jeffrey S. Musser

Title: President and Chief Executive
Officer

Schedule A

Registered Trademarks:

- **CLICK. CLICK. SHIP** (Reg. No. 5731544), covering “Software as a service (SAAS) services featuring software for importers and exporters to book and manage their international shipments” in Class 42.

Unregistered (Common Law) Trademarks:

- **FLEET LOGISTICS**
- **FLEET**

- **FLEET**

- **FLEET | CLICK.
CLICK.
SHIP.**