

11-23-98

12-02-1998

ney Docket No. 006843-88

FORM PTO-1594
1-31-92

RECORDATION FORM
TRADEMARK



DEPARTMENT OF COMMERCE
Patents and Trademark Office

corr.

100912021

To the Honorable Commissioner of Patents and Trademarks. Please record the at

1. Name of conveying party(ies):

DHL MANAGEMENT SERVICES, INC.

Individual(s) Association

General Partnership Limited Partnership

X Corporation-State: Nevada

Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Name: ELAN OPERATIONS B.V.

Internal Address:

Street Address: Genbouw Office Center,
Josef Israelskade #48G,
1072 SB Amsterdam
The Netherlands

Individual(s) citizenship

Association

General Partnership

Limited Partnership

X Corporation-State: The Netherlands

Other

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

(Designation must be a separate document from Assignment)

Additional names and addresses attached? Yes X No

3. Nature of conveyance:

X Assignment Merger

Security Agreement Change of Name

Other:

Execution Date: September 15 and 17, 1992

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 1,721,830

Additional numbers attached? Yes X No

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

Name: Paul W. Vapnek
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

11/30/1998 SBURNS 00000054 201430 1721830

01 FC:581 40.00 CH

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed Charge Fees to Deposit Account

X Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Paul W. Vapnek *Paul W. Vapnek* November 19, 1998
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 7

10. Change Correspondence Address to that of Part 5? XX Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
DHL MANAGEMENT SERVICES, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Nevada
 Other:

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

2. Name and address of receiving party(ies):
Name: ELAN OPERATIONS B.V.
Internal Address: 1072 SB Amsterdam
Street Address: Genbouw Office Center, Josef Israelskade #48G,
1072 SB Amsterdam, The Netherlands
City: State: ZIP:

Individual(s) citizenship:
 Association
 General Partnership
 Limited Partnership
 Corporation-State: The Netherlands
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

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

RECEIVED
FEB 22 1993
APPLICATION DIVISION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: September 15, 1992, September 17, 1992

4. Application number(s) or registration number(s).
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,103,602

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Paul W. Vapnek
TOWNSEND and TOWNSEND KHOURIE and CREW
Twentieth Floor
Steuart Street Tower
One Market Plaza
San Francisco, California 94105-1492
(415) 543-9600

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41):..... \$ 240
 Enclosed Charge Fees to Deposit Account
 Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account

8. Deposit account number: 20-1430
(Attach duplicate copy of this page if paying by deposit account)

SC13065	02/12/93	1103602	20-1430	130	461	40.00CH
SC13066	02/12/93	1103602	DO NOT USE THIS SPACE			200.00CH

9. 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.

Paul W. Vapnek
Name of Person Signing *Paul W. Vapnek* Signature January 21, 1993 Date

35366 Total number of pages comprising cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

Mail documents to be recorded with required cover sheet information to: Do not detach this portion
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1020C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

1. Additional name(s) of conveying party(ies):
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):
(Continued from Page 1)

4. Additional application number(s) or registration number(s):
(Continued from Page 1)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,104,949
1,199,903
1,222,071
1,398,896
1,428,764
1,526,147
1,639,702
1,721,803

TRADEMARK

REEL 937 FRAME 02

TRADEMARK

REEL: 1820 FRAME: 0995

TRADEMARK ASSIGNMENT AND BILL OF SALE

This TRADEMARK ASSIGNMENT and BILL OF SALE is entered into this 17th day of September, 1992 by and between DHL Management Services, Inc., a Nevada corporation ("DHL MS"), and Elan Operations B.V. (to be renamed DHL Corporation B.V.), a Netherlands corporation ("Dutchco").

WHEREAS, DHL MS is the owner of certain Trademarks and Service Marks defined herein and identified in Schedule 1 attached hereto;

WHEREAS, Dutchco wishes to purchase from DHL MS, and DHL MS wishes to sell to Dutchco, DHL MS's right, title, and interest in the United States to those Trademarks and Service Marks;

NOW THEREFORE,

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHL MS does hereby grant, convey, transfer, assign, bargain and sell, deliver and set over to Dutchco and all of its successors and assigns, forever, all of DHL MS's right, title, and interest, beneficial or otherwise, in the United States, in and to the trademarks, service marks, trade names, service names, designs and logos, whether registered or unregistered, listed in Schedule 1 and all trademarks, service marks, trade names, service names, designs and logos, registered or unregistered, incorporating the letters "DHL" or any other marks listed in Schedule 1, created or first used before or after the date hereof (including, without limitation, in each case, all common law or similar rights under the laws of the United States or any other country and all registrations and applications for registration) and all derivatives of the foregoing (collectively, the "Trademarks"), together with the goodwill symbolized by the Trademarks in the United States and all causes of action (and the proceeds thereof) in favor of DHL MS heretofore accrued or hereafter accruing in the United States with respect to the Trademarks, free and clear of all pledges, security interests, mortgages, liens or rights of others, subject only to the rights reserved by DHL MS in the Reservation of Rights Agreement entered into by DHL MS, Dutchco and DHL International Limited (formerly International Transport Services Limited), a Bermuda corporation, on this date.

FURTHER, DHL MS hereby warrants to Dutchco and its successors and assigns that it hereby vests in Dutchco all right, title and interest in and to the Trademarks and the goodwill associated therewith in the United States owned by DHL MS or any affiliate of DHL MS, free and clear of any and all encumbrances, reversionary and contractual rights of termination or recapture, except those rights reserved pursuant to the Reservation of Rights Agreement.

REEL 937 FRAME 03
TRADEMARK

IN WITNESS WHEREOF, the parties have duly signed this Trademark Assignment and Bill of Sale or have caused this Trademark Assignment and Bill of Sale to be executed by their officers or other representatives duly authorized, as of the day and year first written above.

DHL MANAGEMENT SERVICES, INC.

Subscribed and sworn (affirmed)
before me this 15 day of
SEPTEMBER, 19 92

(Notary Seal)



By: Jonathan D. Gilman
Name: Jonathan McCaman
Title: Vice President, Secretary
and Treasurer

DHL INTERNATIONAL LIMITED
(formerly INTERNATIONAL
TRANSPORT SERVICES LIMITED)

TRADEMARK

REEL 937 FRAME 04

Subscribed and sworn (affirmed)
before me this _____ day of
_____, 19 ____

(Notary Seal)

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have duly signed this Trademark Assignment and Bill of Sale or have caused this Trademark Assignment and Bill of Sale to be executed by their officers or other representatives duly authorized, as of the day and year first written above.

DHL MANAGEMENT SERVICES, INC.

Subscribed and sworn (affirmed)
before me this _____ day of
_____, 19 ____.

(Notary Seal)

By: _____
Name:
Title:

Kingdom of the Netherlands }
Province of North Holland (Noord Holland) }
City of Amsterdam }
Consulate General of the United States of America }

ELAN OPERATIONS B.V. (to be
renamed DHL CORPORATION B.V.)

TRADEMARK
REEL 937 FRAME 05

Subscribed and sworn (affirmed)
before me this 16 day of
September, 1992

(Notary Seal)

Thomas D. Reid, Jr.

Thomas D. Reid, Jr.
CONSUL
Duly commissioned and qualified

By: J. Boyd
Name: Judy Boyd
Title: Director

This document consists of two pages,
each initialed by the affiant/grantor.

Schedule 1
TRADEMARKS AND SERVICE MARKS
SUBJECT TO PURCHASE AND SALE AGREEMENT^{1/}

<u>SERVICE MARK TRADEMARK</u>	<u>REG. NO.</u>	<u>FILING OR REG. DATE</u>
DHL	1,103,602	10-03-78
DHL (with design)	1,104,949	10-24-78
DHL (with new design)	1,398,896	06-24-86
DHL WORLDWIDE COURIER EXPRESS	1,222,071	12-28-82
DHL WORLDWIDE EXPRESS	1,639,702	04-02-91
DHL WORLDWIDE EXPRESS ^{2/} (with design)	74-160536 (serial number)	04-24-91
DHL WORLDWIDE PACKAGE EXPRESS	1,428,764	02-10-87
DHL FLYER ^{3/}	1,199,903	06-29-82
WORLDCLASS ^{4/}	-	-
WORLDMAIL	1,526,147	02-21-89
SATELLITE EXPRESS ^{5/}	-	-
DHLNET ^{6/}	-	-

RECORDED
PATENT & TRADEMARK OFFICE

JAN 28 93

TRADEMARK

REEL 937 FRAME 06

^{1/} Any subsequent registrations of "core" marks (i.e.: those containing the name or logo "DHL") and variations of existing marks in this category will also be subject to the Trademark Purchase and Sale Agreement.

^{2/} Published for opposition 07-14-92, registration expected to issue on or about October 6, 1992.

^{3/} This mark is used on certain U.S. packaging materials. It has not been used outside the U.S.

^{4/} Application twice rejected by Patent and Trademark Office; decision made to abandon this application. A ground for rejection was that Northwest Airlines had a "WorldClass" registered mark used for its frequent flier club. Northwest's registration was for "air transportation of passengers, property and mail"; a Petition to Cancel the registration as to everything other than transportation of passengers and a settlement reached in which the services were narrowed to "air transportation of passengers." However, the Examiner continued her refusal based upon alleged descriptiveness and a decision was made to permit the application to be filed after the mark has been in use for five years.

^{5/} In connection with DHL's electronic document service, the service mark SATELLITE OVERNITE was developed and registered in the United States. A variation of this mark, i.e., SATELLITE EXPRESS, was used outside the United States (the mark SATELLITE EXPRESS was not used or registered in the United States due to a possible infringement problem).

^{6/} This mark was developed by DHL Systems, Inc. for worldwide MIS use. No trademark application has been filed.