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101726323

To the Honorable Commissioner of Patents and

and original documents or copy thereof.

1. Name of conveying party(ies): M&O 5-9-01
DHL Airways, Incorporated

2. Name and address of receiving party(ies):

Name: **DHL Worldwide Express, Incorporated**

Internal Address: _____

Street Address: **50 California Street, Suite 500**

City: **San Francisco** State: **CA** ZIP: **94111**

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

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 3, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/779,265

B. Trademark Registration No.(s)

| | | |
|------------------|------------------|------------------|
| <u>2,102,373</u> | <u>1,215,799</u> | <u>1,112,464</u> |
| <u>2,237,996</u> | <u>1,215,798</u> | |
| <u>1,973,139</u> | <u>1,294,991</u> | |

Additional numbers attached? Yes No

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

Name: Susan Hwang, Esq.

Internal Address: _____

Street Address: Sheppard, Mullin, Richter & Hampton

333 South Hope Street, 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:..... **8**

7. Total fee (37 CFR 3.41):.....\$ \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:



19-1853

05-09-2001

U.S. Patent & TMO/TM Mail Rept Dt. #73

DO NOT USE THIS SPACE

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.

Susan Hwang

Name of Person Signing

Susan Hwang

Signature

May 9, 2001

Date

Total number of pages including cover sheet, attachments, and document: **6**

TRADEMARK

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of May 3, 2001, by and between DHL Airways, Inc., a Nevada corporation ("Assignor"), and DHL Worldwide Express, Inc., a Delaware corporation formerly known as DHL Corporation, Doing Business As DHL Worldwide Express ("Assignee").

WHEREAS, Assignor is the owner of (i) the trademarks listed on Exhibit "A" hereto, together with (a) any derivative or variation thereof that might create the impression to the reasonable consumer that the products thus marked are manufactured or distributed by, or otherwise associated with, a single business enterprise and (b) any applications, registrations, filings, renewals and extensions relating thereto including, without limitation, those listed on Exhibit "B" hereto (collectively, the "Marks"), and (ii) the goodwill associated therewith (the "Goodwill");

WHEREAS, Assignor has adopted, used and is using the Marks in connection with its business; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its rights, title, and interest in and to the Marks and the Goodwill.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration (including, without limitation, the consummation of the transactions contemplated by that certain Contribution, Assignment and Assumption Agreement dated as of December 31, 2000 between Assignor and Assignee (the "Agreement")), acknowledged by both of them to be satisfactory and adequate, do hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's rights, title, and interest in and to the Marks, together with (i) the Goodwill of the business connected with and symbolized by the Marks, (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, or any of them, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks, or any of them, (iii) all rights to seek other registrations of the Marks in the United States Patent and Trademark Office or elsewhere, and (iv) all rights to sue for past, present, and future infringements or misappropriations of the Marks, or any of them.


2. Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all rights in the trade dress, labels, and designs associated with the Marks.

3. Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

Assignor acknowledges that neither the execution and delivery of this Assignment by Assignor nor the acceptance thereof by Assignee shall be (or be deemed to be) a waiver or discharge of any representation, warranty, covenant or agreement of Assignor or Assignee in or under the Agreement, which representations, warranties, covenants and agreements are incorporated herein by reference; nor shall such execution and delivery, nor such acceptance, be deemed a modification of the Agreement in any respect.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment to Assignee as of the day and year first above written.

DHL AIRWAYS, INC., a Nevada corporation

By 

Its CEO

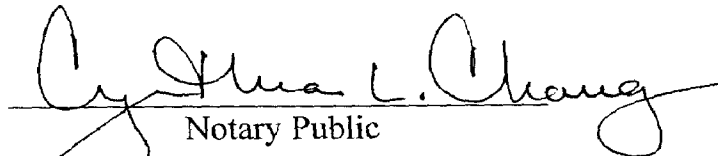
STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) SS:

On this 3rd day of May, before me personally appeared

Victor A. Guinasso who acknowledged himself to be the CEO of

DHL AIRWAYS, INC., and that he, as such CEO, being authorized to do so,

executed this instrument on behalf of such corporation. IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

(Affix stamp)

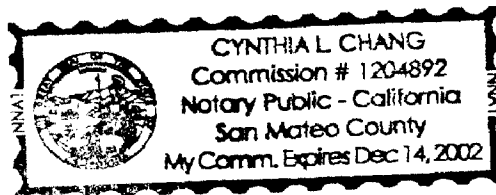


EXHIBIT A

REGISTERED WITH U.S. P.T.O.

1. "GLOBALTRACK" - Reg.No. 2,102,373. Reg date: 9/30/97
Registered Owner : DHL Airways, Inc.
2. "JUMBO BOX" and logo - Reg.No. 2,237,996. Reg.date: 4/13/99
Registered Owner: DHL Airways, Inc.
3. "THE WORLD STARTS HERE" - Reg.No. 1,973,139. Reg date: 5/7/96
Registered Owner: DHL Airways, Inc.
4. "TWO-POUND PAK FLYER" - Reg. No. 1, 215,799. Reg. date: 11/9/82
Registered Owner: DHL Airways, Inc.
5. "ONE-POUND PAK FLYER" - Reg.No. 1,215,798. Reg. date: 11/9/82
Registered Owner: DHL Airways, Inc.
6. "W WORLD MAIL CENTER" - Reg.No. 1,294,991. Reg. date: 9/11/84
Registered Owner: DHL Airways, Inc.
7. "AIR POLYNESIA" - Reg.No. 1,112,464. Reg. date: 1/30/70
Registered Owner: DHL Airways, Inc.

COMMON LAW INTELLECTUAL PROPERTY

1. "NEUTRAL DELIVERY SERVICE"
2. "NDS"
3. "EXPRESS DEPOT"
4. "EXPRESSPICK"
5. "EASYSHIP"
6. "WORLD DISPATCHER"
7. "FAXLYNK"
8. "FAXLYNK" with logo
9. "SATELLITE OVERNITE"

10. "COURIERGRAM"
11. "VISA-PAK"
12. "EX-IT"
13. "SHOP TALK"
14. "WPX"
15. "WORLDWIDE EXPRESS LOGISTICS"
16. "WXL"
17. "api"
18. "USA OVERNIGHT SERVICE"
19. "MAG TAPE TRAVELER"
20. "RED EYE SERVICE"
21. "RED EYE SPECIAL"
22. "SATELLITE OVERNIGHT" logo
23. "INTERNATIONAL DOCUMENT SERVICE"
24. "JUMBO BOX"

F I L M A N D C

EXHIBIT B

PENDING REGISTRATION WITH U.S.P.T.O.

1. "THERMOEXPRESS"

EXHIBIT B