

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spirit Logistics Services, Inc.		02/19/2008	CORPORATION: TENNESSEE

RECEIVING PARTY DATA	
Name:	Roy G. Perry
Street Address:	54 Rainey Street, Unit 1218
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77037558	SPIRIT LOGISTICS
Serial Number:	77037602	SPIRIT LOGISTICS
Registration Number:	3328376	SPIRIT LOGISTICS
Serial Number:	77037578	CATCH THE SPIRIT
Serial Number:	77037610	CATCH THE SPIRIT
Registration Number:	3281974	CATCH THE SPIRIT
Serial Number:	77037931	SPIRIT EXPRESS
Serial Number:	77037970	SPIRIT EXPRESS
Serial Number:	77037907	TAKE THE EASY ROUTE
Serial Number:	77037959	TAKE THE EASY ROUTE
Serial Number:	77037915	SPIRIT COURIER
Serial Number:	77037964	SPIRIT COURIER
Serial Number:	77037981	SPIRIT BUSINESS SOLUTIONS

CORRESPONDENCE DATA	TRADEMARK
900103001	REEL: 003750 FRAME: 0082

OP \$340.00 77037558

Fax Number: (615)361-6799
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6153616776
Email: JenningsLawGroup@Yahoo.com
Correspondent Name: Bethew B. Jennings
Address Line 1: 2201 Murfreesboro Pike, Suite A-228
Address Line 4: Nashville, TENNESSEE 37217

ATTORNEY DOCKET NUMBER:	2008 SLS ASSIGN TO PERRY
NAME OF SUBMITTER:	Bethew B. Jennings III, Attorney at Law
Signature:	/bj3/
Date:	04/01/2008

Total Attachments: 9

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS
From SPIRIT LOGISTICS SERVICES, INC. to ROY G. PERRY

WHEREAS, **SPIRIT LOGISTICS SERVICES, INC.** is a Tennessee corporation, with a physical mailing address of P.O. Box 290825, Nashville, Tennessee 37229 USA (hereinafter called "ASSIGNOR");

WHEREAS, **ROY G. PERRY** is an individual, having a place of residence at 54 Rainey Street, Unit 1218, Austin, TX, 78701 (hereinafter called "ASSIGNEE");

WHEREAS, ASSIGNOR desires to transfer and assign to ASSIGNEE, and ASSIGNEE desires to accept the transfer and assignment of, all of ASSIGNOR's worldwide right, title and interest in, to and under ASSIGNOR's registered and unregistered domestic and foreign servicemarks, trademarks, servicemark and trademark applications and trade names, including without limitation, the servicemarks, trademarks, servicemark and trademark applications and trade names listed on SCHEDULE A annexed hereto and incorporated herein as the "MARKS".

NOW, THEREFORE, for and in consideration of the sum of **One Hundred Dollars (\$100.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby Sell, Assign, and Transfer to ASSIGNEE, its successors and assigns ASSIGNOR'S entire worldwide right, title and interest in and to said MARKS together with the goodwill connected therewith, and the right to recover for past infringements of MARKS, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives.

ASSIGNOR hereby covenants that it has the full right to convey the interest in said MARKS herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith;

ASSIGNOR further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances and perform all such other acts as may reasonably be required to transfer and assign all of ASSIGNOR'S right, title and interest in and to and under

said MARKS.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this assignment to be executed by its duly authorized officer as of this 4th day of February, 2008.

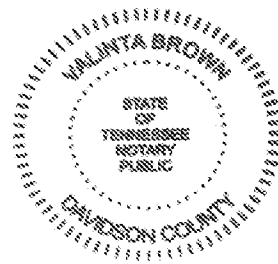
By: [Signature]
Name: Felice McCoy
Title: President, Smith-Logan
Date: 2/4/08

THE STATE OF TENNESSEE §
 §
COUNTY OF Davidson §

BEFORE ME, the undersigned authority, on this day personally appeared Valinta Brown, Office Manager (title) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the fourth day of February, 2008.

[Signature]
Notary Public
My Commission Expires 01-09-2012



SCHEDULE A
SERVICEMARKS, TRADEMARKS, SERVICE MARK AND TRADEMARK APPLICATIONS

SPIRIT LOGISTICS

U.S. Trademark Application Number 77037558
U.S. Trademark Application Number 77037602
U.S. Trademark Registration Number 3,328,376

CATCH THE SPIRIT

U.S. Trademark Application Number 77037578
U.S. Trademark Application Number 77037610
U.S. Trademark Registration Number 3,281,974

SPIRIT EXPRESS

U.S. Trademark Application Number 77037931
U.S. Trademark Application Number 77037970

TAKE THE EASY ROUTE

U.S. Trademark Application Number 77037907
U.S. Trademark Application Number 77037959

TRANSPORT WITH SPIRIT

U.S. Trademark Application Number 77037903
U.S. Trademark Application Number 77037953

SPIRIT COURIER

U.S. Trademark Application Number 77037915
U.S. Trademark Application Number 77037964

SPIRIT BUSINESS SOLUTIONS

U.S. Trademark Application Number 77037981

THE SWISH LOGO

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS
From SPIRIT LOGISTICS SERVICES, INC. to ROY G. PERRY

WHEREAS, SPIRIT LOGISTICS SERVICES, INC. is a Tennessee corporation, with a physical mailing address of P.O. Box 290825, Nashville, Tennessee 37229 USA (hereinafter called "ASSIGNOR");

WHEREAS, ROY G. PERRY is an individual, having a place of residence at 54 Rainey Street, Unit 1218, Austin, TX, 78701 (hereinafter called "ASSIGNEE");

WHEREAS, ASSIGNOR desires to transfer and assign to ASSIGNEE, and ASSIGNEE desires to accept the transfer and assignment of, all of ASSIGNOR's worldwide right, title and interest in, to and under ASSIGNOR's registered and unregistered domestic and foreign servicemarks, trademarks, servicemark and trademark applications and trade names, including without limitation, the servicemarks, trademarks, servicemark and trademark applications and trade names listed on SCHEDULE A annexed hereto and incorporated herein as the "MARKS".

NOW, THEREFORE, for and in consideration of the sum of **One Hundred Dollars (\$100.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby Sell, Assign, and Transfer to ASSIGNEE, its successors and assigns ASSIGNOR'S entire worldwide right, title and interest in and to said MARKS together with the goodwill connected therewith, and the right to recover for past infringements of MARKS, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives.

ASSIGNOR hereby covenants that it has the full right to convey the interest in said MARKS herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith;

ASSIGNOR further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances and perform all such other acts as may reasonably be required to transfer and assign all of ASSIGNOR'S right, title and interest in and to and under

said MARKS.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this assignment to be executed by its duly authorized officer as of this 14 day of Jan, 2008.

By: Greg Tice
Name: Greg Tice
Title: Partner
Date: 1/14/08

THE STATE OF TENNESSEE §
 §
COUNTY OF Lee §

BEFORE ME, the undersigned authority, on this day personally appeared Gregory F. Tice (title) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of January, 2008.
Rhonda Sage
Notary Public

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WHEREAS, ASSIGNOR desires to transfer and assign to ASSIGNEE, and ASSIGNEE desires to accept the transfer and assignment of, all of ASSIGNOR's worldwide right, title and interest in, to and under ASSIGNOR's registered and unregistered domestic and foreign servicemarks, trademarks, servicemark and trademark applications and trade names, including without limitation, the servicemarks, trademarks, servicemark and trademark applications and trade names listed on SCHEDULE A annexed hereto and incorporated herein as the "MARKS".

NOW, THEREFORE, for and in consideration of the sum of **One Hundred Dollars (\$100.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby Sell, Assign, and Transfer to ASSIGNEE, its successors and assigns ASSIGNOR'S entire worldwide right, title and interest in and to said MARKS together with the goodwill connected therewith, and the right to recover for past infringements of MARKS, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives.

ASSIGNOR hereby covenants that it has the full right to convey the interest in said MARKS herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith;

ASSIGNOR further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances and perform all such other acts as may reasonably be required to transfer and assign all of ASSIGNOR'S right, title and interest in and to and under



said MARKS.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this assignment to be executed by its duly authorized officer as of this 19 day of February, 2008.

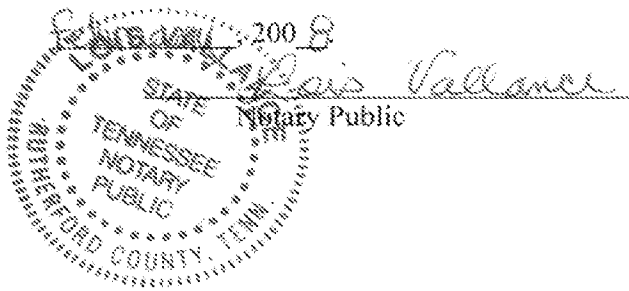
By: [Signature]
Name: ALLEN HOWELL
Title: CEO
Date: 2/19/08

THE STATE OF TENNESSEE
COUNTY OF Rutherford

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Allen Howell, CEO (title) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of



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