

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/03/1982		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	ABF Freight System, Inc.		09/03/1982
			Entity Type
			CORPORATION: ARKANSAS
RECEIVING PARTY DATA			
Name:	ABF Freight System, Inc.		
Street Address:	P.O. Box 10048		
City:	Fort Smith		
State/Country:	ARKANSAS		
Postal Code:	79217		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1209063	ABF
CORRESPONDENCE DATA			
Fax Number:	2146594832		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-659-4578		
Email:	nealk@akllp.com		
Correspondent Name:	Michele P. Schwart		
Address Line 1:	1717 Main Street		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	166075		
NAME OF SUBMITTER:	Michele P. Schwartz		

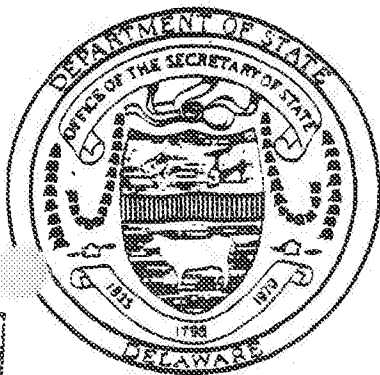
Signature:	/Michele P. Schwartz/
Date:	08/29/2012
<p>Total Attachments: 18</p> <p>source=ABFMerger 9-9-82#page1.tif source=ABFMerger 9-9-82#page2.tif source=ABFMerger 9-9-82#page3.tif source=ABFMerger 9-9-82#page4.tif source=ABFMerger 9-9-82#page5.tif source=ABFMerger 9-9-82#page6.tif source=ABFArticles of Merger#page1.tif source=ABFArticles of Merger#page2.tif source=ABFArticles of Merger#page3.tif source=ABFArticles of Merger#page4.tif source=ABFArticles of Merger#page5.tif source=ABFArticles of Merger#page6.tif source=ABFArticles of Merger#page7.tif source=ABFArticles of Merger#page8.tif source=ABFArticles of Merger#page9.tif source=ABFCertificate of Correction#page1.tif source=ABFCertificate of Correction#page2.tif source=ABFCertificate of Correction#page3.tif</p>	



# State of DELAWARE

## Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware,  
do hereby certify that the attached is a true and correct copy of  
Certificate of Marger  
filed in this office on September 9, 1982



Glenn C. Kenton  
Glenn C. Kenton, Secretary of State  
BY: K. Sagg  
DATE: September 9, 1982

CERTIFICATE OF MERGER

MERGING

ABF FREIGHT SYSTEM, INC.

INTO

ABF FREIGHT SYSTEM OF DELAWARE, INC.

2 pm  
FILED  
SEP 8 1982  
Notary Public  
State of Delaware

ABF FREIGHT SYSTEM, INC., a corporation duly organized and existing under the laws of the State of Arkansas, and ABF FREIGHT SYSTEM OF DELAWARE, INC., a corporation duly organized and existing under the laws of the State of Delaware,

DO HEREBY CERTIFY:

FIRST: That the laws of the State under which ABF Freight System, Inc. is organized permit such merger.

SECOND: That by resolutions duly adopted by the respective Boards of Directors, it was determined that ABF Freight System, Inc. shall be merged into ABF Freight System of Delaware, Inc. pursuant to the Plan and Agreement of Merger set forth in Attachment 1 hereto, and that the name of the surviving corporation shall be ABF Freight System, Inc.

THIRD: That the effective date and time of the merger effectuated hereby shall be the 3rd day of September, 1982, at 8:00 A.M.

IN WITNESS WHEREOF, the undersigned corporations have caused this certificate to be duly executed as of the 31st day of August, 1982.

ABF FREIGHT SYSTEM, INC.

By: Robert C. Young President

ATTEST:

By: William C. Stebbins Secretary

ABF FREIGHT SYSTEM OF DELAWARE, INC.

By: Robert C. Young President

ATTEST:

By: William C. Stebbins Secretary

CTX/ae

PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER dated as of September 3, 1982 ("Merger Agreement"), between ABF Freight System of Delaware, Inc., a Delaware corporation ("New ABF"), and ABF Freight System, Inc., an Arkansas corporation ("ABF").

W I T N E S S E T H:

In consideration of the execution of an Agreement dated as of May 29, 1982 (the "Agreement") among Arkansas Best Corporation, a Delaware corporation ("Best"), New ABF, a wholly-owned subsidiary of Arkansas Best Corporation, ABF, presently wholly-owned subsidiary of Arkansas Best Corporation, and Bright Industries, Inc., a Texas corporation ("Bright"), Tourmaline Corporation, a Texas corporation ("Tourmaline") and a wholly-owned subsidiary of Bright Industries, Inc., Corundum Corporation, a Texas corporation ("Corundum") and majority-owned subsidiary of Tourmaline, Cobalt Corporation, a Texas corporation ("New ETMF") and now a wholly-owned subsidiary of Corundum, and successor in interest by name change and merger to East Texas Motor Freight Lines, Inc., a Texas corporation and formerly a wholly-owned subsidiary of Tourmaline which prior to the date hereof was merged into New ETMF; and in consideration of the premises and mutual covenants and agreements hereinafter set forth, ABF and New ABF agree as follows:

W I T N E S S E T H:

1. Merger. On the Merger Date (as hereinafter defined), ABF shall be merged with and into New ABF in a statutory merger (the "Merger") to be consummated pursuant to and on the terms and conditions set forth in this Merger Agreement and in accordance with the laws of the States of Arkansas and Delaware, and the separate existence of ABF shall cease. New ABF shall be the surviving corporation and shall continue its corporate existence as a corporation governed by the laws of the State of Delaware under the name "ABF Freight System, Inc."

2. Merger Date. The date and time upon which the Merger shall become effective (the "Merger Date") shall be as set forth in the certificate or articles of merger (the "Articles of Merger"), which shall incorporate this Merger Agreement, and be filed with and endorsed by the Secretaries of State of Arkansas and Delaware.

3. Articles of Incorporation and Bylaws.

(a) Articles of Incorporation. From and after the Merger Date, the Certificate of Incorporation of New ABF shall be the Certificate of Incorporation of the merged corporations, subject to the right of the New ABF to amend its Certificate of Incorporation after the Merger Date in accordance with such Certificate of Incorporation and the Delaware Corporation Law.

(b) Bylaws. From and after the Merger Date, the bylaws of the New ABF, as in effect immediately prior to the Merger Date, shall be the bylaws of the merged corporations, until changed or amended as provided therein.

4. Directors, Committees and Officers.

(a) Directors. From and after the Merger Date, the directors of the merged corporations shall be those persons constituting the directors of ABF immediately prior to the Merger Date, and all committees of the board of directors of New ABF existing immediately prior to the Merger Date shall be abolished.

(b) Officers. From and after the Merger Date, the officers of the merged corporations shall be those persons constituting the officers of ABF immediately prior to the Merger Date (each of whom shall serve in the same capacity or capacities in which he or she served immediately prior to the Merger Date).

5. Consummation of Merger. On the Merger Date, the following transactions shall occur or shall be deemed to have occurred:

(a) Conversion of Shares. The manner and basis of converting or exchanging shares of the capital stock of New ABF and ABF shall be as follows:

(1) Immediately upon the effectiveness of the Merger, without any action on the part of the holder thereof, the shares of ABF Common Stock, \$1.00 par value ("ABF Common Stock"), owned by ABF, or by any other corporation a majority of the voting stock of which is owned directly or indirectly by ABF, shall be cancelled.

(2) Immediately upon the effectiveness of the Merger, the ABF Common Stock, other than shares specified in Section 5(a)(1), shall also be cancelled for and in consideration of the compensation to be paid to ABF's sole shareholder as has been separately agreed.

(3) All shares of New ABF Common Stock, no par value ("New ABF Common Stock"), shall remain unchanged and continue to be fully paid and non-assessable shares of New ABF Common Stock.

6. Effect of the Merger. On and after the Merger Date:

(a) No Further Registration of ABF Stock. There shall be no further registration of transfers of ABF Common Stock on the records of New ABF, and if a certificate representing any such shares is presented to ABF it shall be cancelled.

(b) Rights, Etc. New ABF shall have all of the rights, privileges, immunities, powers and franchises (public and private) of both ABF and New ABF.

(c) Property. All property (whether real, personal or mixed), all choses in action (including all debt due on whatever account), and all other interests of ABF or New ABF shall be vested in New ABF without any further act or deed, and title vested in either ABF or New ABF to property (whether real, personal or mixed), or any interest therein vested in either ABF or New ABF, shall not revert or be in any way impaired by reason of the Merger.

(d) Claims. Any existing claim or action, or pending proceeding by or against either ABF or New ABF, may be prosecuted as if the Merger had not occurred and New ABF may be substituted in New ABF's place, and any judgment rendered in favor of or against ABF or New ABF may be enforced by or against New ABF.

(e) Creditors. The rights of creditors and liens upon the property of either ABF or New ABF shall not be impaired by the Merger.

7. Miscellaneous.

(a) Shareholder Approval. After approval of this Merger Agreement by the holders of the requisite number of shares of ABF Common Stock and New ABF Common Stock in accordance with the provisions of the applicable laws of their respective states of incorporation, all required documents shall be executed, verified, filed and recorded and all required acts shall be done in order to accomplish the Merger in accordance with the applicable laws of their respective states of incorporation.

(b) Abandonment. This Merger Agreement may be abandoned at any time prior to the Merger Date, whether before or after action thereon by the shareholders of ABF and New ABF, by the mutual consent of the boards of directors of ABF and New ABF. Prior to the Merger Date, this Merger Agreement shall be automatically terminated upon the termination of the Agreement in accordance with the terms thereof.

(c) Amendment. ABF and New ABF, by mutual consent of their respective boards of directors, and to the extent permitted by law, may amend, modify, supplement and interpret this Merger Agreement in such manner as may be mutually agreed upon by them in writing at any time before or after adoption thereof by their respective shareholders, and in the event of interpretation, the actions of such boards shall be binding.

(d) Further Actions. If at any time after the Merger, New ABF shall deem any further assignment, assurance or other action necessary or desirable to vest, perfect or confirm in New ABF the title to any property or rights of ABF acquired as a result of the Merger, each of the proper officers and directors of ABF and of New ABF, respectively, is hereby fully authorized to execute and deliver such deeds, assignments and assurances and to take such other action as New ABF deems necessary or proper in the name of ABF or New ABF to vest, perfect or confirm title to such property or rights in New ABF and otherwise to fulfill the intent of this Merger Agreement and the Agreement.

(e) Filing of Articles. As soon as practicable following the filing with the Secretaries of State of Delaware and Arkansas of the Articles of Merger, New ABF and ABF shall cause copies thereof, certified by the Secretaries of State of Delaware and Arkansas, to be recorded in such offices and states as may be required.

8. Section Headings. The section headings in this Merger Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Merger Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and affixed with its corporate seal as of the date first above written.

ABF FREIGHT SYSTEM, INC.

By Robert A. Young  
President

ATTEST:

By William C. Stebbins  
Secretary

ABF FREIGHT SYSTEM OF DELAWARE, INC.

By Robert A. Young  
President

ATTEST:

By William C. Stebbins  
Secretary

NOTED AND AGREED:

ARKANSAS BEST CORPORATION

By Robert A. Young  
President

ATTEST:

By William C. Stebbins  
Secretary

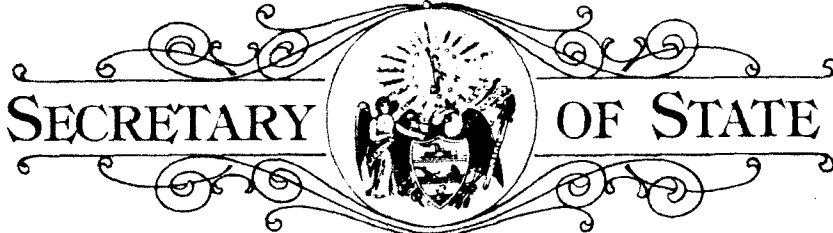
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SEP 2 1992

CTM/s



STATE OF ARKANSAS



PAUL RIVIERE, SECRETARY OF STATE

*To All to Whom These Presents Shall Come, Greeting  
I, Paul Riviere, Secretary of State of the State of Arkansas, do  
hereby certify that the following and hereto attached instrument of  
writing is a true and perfect copy of*

ARTICLES OF MERGER

OF

ABF FREIGHT SYSTEM, INC.  
(an Arkansas corporation)

WITH AND INTO

ABF FREIGHT SYSTEM OF DELAWARE, INC.  
(a Delaware corporation)

Filed in this office:  
September 2, 1982

*In Testimony Whereof, I have hereunto  
set my hand and affixed my official Seal.  
Done at office in the City of Little Rock,  
this 2nd day of September 19 82*

PAUL RIVIERE

By *Alena S. Gibson* Secretary of State  
Deputy

ARTICLES OF MERGER

FILED

OF

ABF FREIGHT SYSTEM, INC.

SEP 02 1982

INTO

DAVID RIVIERE

ABF FREIGHT SYSTEM OF DELAWARE, INC.

*Helena E. Johnson*

Pursuant to the provisions of Section 75 of the Arkansas Business Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

ARTICLE ONE

The names of the undersigned corporations and the States under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
ABF Freight System, Inc.	Arkansas
ABF Freight System of Delaware, Inc.	Delaware

ARTICLE TWO

The laws of the State under which such foreign corporation is organized permit such merger.

ARTICLE THREE

The name of the surviving corporation will be ABF Freight System, Inc.

ARTICLE FOUR

The effective date and time of the merger effectuated hereby of ABF Freight System, Inc. into ABF Freight System of Delaware, Inc. shall be the 3rd day of September, 1982, at 8:00 A.M.

ARTICLE FIVE

The Plan and Agreement of Merger set forth as Attachment 1 hereto was approved by resolutions of the Boards of Directors of each of the undersigned corporations in the manner prescribed by applicable state law.

ARTICLE SIX

As to each of the undersigned corporations, the number of shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class on the Plan and Agreement of Merger are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
ABF Freight System, Inc.	1,643,620	Not Applicable	-
ABF Freight System of Delaware, Inc.	1,000	Not Applicable	-

ARTICLE SEVEN

As to each of the undersigned corporations, the total number of shares voted for and against the Plan and Agreement of Merger, and the number of shares of each class entitled to vote thereon as a class are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>				
	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Entitled to Vote as a Class</u>	<u>Voted For</u>	<u>Voted Against</u>
ABF Freight System, Inc.	1,643,620	-0-	Not Applicable	-	-
ABF Freight System of Delaware, Inc.	1,000	-0-	Not Applicable	-	-

ARTICLE EIGHT

The corporation surviving the merger shall promptly pay to any dissenting shareholders the amount, if any, to which they may be entitled with respect to the rights of dissenting shareholders.

ARTICLE NINE

The corporation surviving the merger may be served with process in the State of Arkansas in any proceeding for enforcement of any obligation of ABF Freight System, Inc. or enforcement of the rights of a dissenting shareholder, as well as for enforcement of any obligation of the surviving corporation arising from the merger, and it does hereby irrevocably appoint the Secretary of State of Arkansas as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Arkansas is Charles B. Tomm, 1000 South 21st Street, Post Office Box 48, Fort Smith,

Arkansas 72902, until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Arkansas duplicate copies of such process, one of which copies the Secretary of State of Arkansas shall forthwith send by registered mail to the above address.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be duly executed as of this 31st day of September, 1982.

ABF FREIGHT SYSTEM, INC.

By: Robert A. Young  
President

Velma C. Steckroth  
Secretary

ABF FREIGHT SYSTEM OF DELAWARE, INC.

By: Robert A. Young  
President

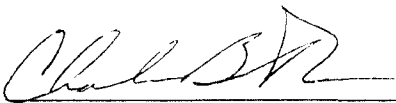
Velma C. Steckroth  
Secretary

CTK/ag

STATE OF ARKANSAS            )  
  )  
COUNTY OF SEBASTIAN        )

The undersigned hereby verifies that Robert A. Young, III, and Velma C. Steckroth are the duly elected and acting President and Secretary, respectively, of ABF Freight System, Inc., an Arkansas corporation, and are duly authorized to execute this certificate; that he has read the foregoing document, understands the meaning and purport of the statements therein contained and the same are true to the best of his information and belief.


Dated at Fort Smith, Arkansas, as of this 31st day of August, 1982.

By:   
\_\_\_\_\_  
Charles B. Tomm  
Vice President

STATE OF ARKANSAS            )  
  )  
COUNTY OF SEBASTIAN        )

The undersigned hereby verifies that Robert A. Young, III, and Velma C. Steckroth are the duly elected and acting President and Secretary, respectively, of ABF Freight System of Delaware, Inc., a Delaware corporation, and are duly authorized to execute this certificate; that he has read the foregoing document, understands the meaning and purport of the statements therein contained and the same are true to the best of his information and belief.

Dated at Fort Smith, Arkansas, as of this 31st day of August, 1982.

By:   
\_\_\_\_\_  
Charles B. Tomm  
Vice President

PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER dated as of September 3, 1982 ("Merger Agreement"), between ABF Freight System of Delaware, Inc., a Delaware corporation ("New ABF"), and ABF Freight System, Inc., an Arkansas corporation ("ABF").

W I T N E S S E T H:

In consideration of the execution of an Agreement dated as of May 29, 1982 (the "Agreement") among Arkansas Best Corporation, a Delaware corporation ("Best"), New ABF, a wholly-owned subsidiary of Arkansas Best Corporation, ABF, presently wholly-owned subsidiary of Arkansas Best Corporation, and Bright Industries, Inc., a Texas corporation ("Bright"), Tourmaline Corporation, a Texas corporation ("Tourmaline") and a wholly-owned subsidiary of Bright Industries, Inc., Corundum Corporation, a Texas corporation ("Corundum") and majority-owned subsidiary of Tourmaline, Cobalt Corporation, a Texas corporation ("New ETMF") and now a wholly-owned subsidiary of Corundum, and successor in interest by name change and merger to East Texas Motor Freight Lines, Inc., a Texas corporation and formerly a wholly-owned subsidiary of Tourmaline which prior to the date hereof was merged into New ETMF; and in consideration of the premises and mutual covenants and agreements hereinafter set forth, ABF and New ABF agree as follows:

W I T N E S S E T H:

1. Merger. On the Merger Date (as hereinafter defined), ABF shall be merged with and into New ABF in a statutory merger (the "Merger") to be consummated pursuant to and on the terms and conditions set forth in this Merger Agreement and in accordance with the laws of the States of Arkansas and Delaware, and the separate existence of ABF shall cease. New ABF shall be the surviving corporation and shall continue its corporate existence as a corporation governed by the laws of the State of Delaware under the name "ABF Freight System, Inc."

2. Merger Date. The date and time upon which the Merger shall become effective (the "Merger Date") shall be as set forth in the certificate or articles of merger (the "Articles of Merger"), which shall incorporate this Merger Agreement, and be filed with and endorsed by the Secretaries of State of Arkansas and Delaware.

3. Articles of Incorporation and Bylaws.

(a) Articles of Incorporation. From and after the Merger Date, the Certificate of Incorporation of New ABF shall be the Certificate of Incorporation of the merged corporations, subject to the right of the New ABF to amend its Certificate of Incorporation after the Merger Date in accordance with such Certificate of Incorporation and the Delaware Corporation Law.

(b) Bylaws. From and after the Merger Date, the bylaws of the New ABF, as in effect immediately prior to the Merger Date, shall be the bylaws of the merged corporations, until changed or amended as provided therein.

4. Directors, Committees and Officers.

(a) Directors. From and after the Merger Date, the directors of the merged corporations shall be those persons constituting the directors of ABF immediately prior to the Merger Date, and all committees of the board of directors of New ABF existing immediately prior to the Merger Date shall be abolished.

(b) Officers. From and after the Merger Date, the officers of the merged corporations shall be those persons constituting the officers of ABF immediately prior to the Merger Date (each of whom shall serve in the same capacity or capacities in which he or she served immediately prior to the Merger Date).

5. Consummation of Merger. On the Merger Date, the following transactions shall occur or shall be deemed to have occurred:

(a) Conversion of Shares. The manner and basis of converting or exchanging shares of the capital stock of New ABF and ABF shall be as follows:

(1) Immediately upon the effectiveness of the Merger, without any action on the part of the holder thereof, the shares of ABF Common Stock, \$1.00 par value ("ABF Common Stock"), owned by ABF, or by any other corporation a majority of the voting stock of which is owned directly or indirectly by ABF, shall be cancelled.

(2) Immediately upon the effectiveness of the Merger, the ABF Common Stock, other than shares specified in Section 5(a)(1), shall also be cancelled for and in consideration of the compensation to be paid to ABF's sole shareholder as has been separately agreed.

(3) All shares of New ABF Common Stock, no par value ("New ABF Common Stock"), shall remain unchanged and continue to be fully paid and non-assessable shares of New ABF Common Stock.

6. Effect of the Merger. On and after the Merger Date:

(a) No Further Registration of ABF Stock. There shall be no further registration of transfers of ABF Common Stock on the records of New ABF, and if a certificate representing any such shares is presented to ABF it shall be cancelled.

(b) Rights, Etc. New ABF shall have all of the rights, privileges, immunities, powers and franchises (public and private) of both ABF and New ABF.

(c) Property. All property (whether real, personal or mixed), all choses in action (including all debt due on whatever account), and all other interests of ABF or New ABF shall be vested in New ABF without any further act or deed, and title vested in either ABF or New ABF to property (whether real, personal or mixed), or any interest therein vested in either ABF or New ABF, shall not revert or be in any way impaired by reason of the Merger.

(d) Claims. Any existing claim or action, or pending proceeding by or against either ABF or New ABF, may be prosecuted as if the Merger had not occurred and New ABF may be substituted in New ABF's place, and any judgment rendered in favor of or against ABF or New ABF may be enforced by or against New ABF.

(e) Creditors. The rights of creditors and liens upon the property of either ABF or New ABF shall not be impaired by the Merger.

7. Miscellaneous.

(a) Shareholder Approval. After approval of this Merger Agreement by the holders of the requisite number of shares of ABF Common Stock and New ABF Common Stock in accordance with the provisions of the applicable laws of their respective states of incorporation, all required documents shall be executed, verified, filed and recorded and all required acts shall be done in order to accomplish the Merger in accordance with the applicable laws of their respective states of incorporation.

(b) Abandonment. This Merger Agreement may be abandoned at any time prior to the Merger Date, whether before or after action thereon by the shareholders of ABF and New ABF, by the mutual consent of the boards of directors of ABF and New ABF. Prior to the Merger Date, this Merger Agreement shall be automatically terminated upon the termination of the Agreement in accordance with the terms thereof.

(c) Amendment. ABF and New ABF, by mutual consent of their respective boards of directors, and to the extent permitted by law, may amend, modify, supplement and interpret this Merger Agreement in such manner as may be mutually agreed upon by them in writing at any time before or after adoption thereof by their respective shareholders, and in the event of interpretation, the actions of such boards shall be binding.

(d) Further Actions. If at any time after the Merger, New ABF shall deem any further assignment, assurance or other action necessary or desirable to vest, perfect or confirm in New ABF the title to any property or rights of ABF acquired as a result of the Merger, each of the proper officers and directors of ABF and of New ABF, respectively, is hereby fully authorized to execute and deliver such deeds, assignments and assurances and to take such other action as New ABF deems necessary or proper in the name of ABF or New ABF to vest, perfect or confirm title to such property or rights in New ABF and otherwise to fulfill the intent of this Merger Agreement and the Agreement.



(e) Filing of Articles. As soon as practicable following the filing with the Secretaries of State of Delaware and Arkansas of the Articles of Merger, New ABF and ABF shall cause copies thereof, certified by the Secretaries of State of Delaware and Arkansas, to be recorded in such offices and states as may be required.

8. Section Headings. The section headings in this Merger Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Merger Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and affixed with its corporate seal as of the date first above written.

ABF FREIGHT SYSTEM , INC.

By *Robert A. Young*  
President

ATTEST:

By *Velma C. Steckroth*  
Secretary

ABF FREIGHT SYSTEM OF DELAWARE, INC.

By *Robert A. Young*  
President

ATTEST:

By *Velma C. Steckroth*  
Secretary

NOTED AND AGREED:

ARKANSAS BEST CORPORATION

By *Robert A. Young*  
President

ATTEST:

By *Velma C. Steckroth*  
Secretary

CTM/s

FILED

JUN 4 1984

9AM

  
SECRETARY OF STATE

CERTIFICATE OF CORRECTION  
OF  
CERTIFICATE OF INCORPORATION

ABF FREIGHT SYSTEM, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That in the parenthetical material in Article SEVENTH, Section 3 of the Certificate of Incorporation of ABF Freight System, Inc. ("the Certificate"), filed May 21, 1982, the words "Business Corporation Act of the State of Arkansas" should be corrected to read "General Corporation Law of the State of Delaware."

SECOND: That, in corrected form, Article SEVENTH of the Certificate is as follows:

SEVENTH: The following additional provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for the creation, definition, limitation and regulation of the powers of the Corporation, the directors and the stockholders:

1. Election of directors need not be by written ballot. The Board of Directors shall have power to make, alter, amend and repeal the By-Laws of the Corporation and to fix the compensation of directors for services in any capacity.

2. Any director may be removed at any time, with or without cause, upon the affirmative vote of the holders of a majority of the stock of the Corporation at that time having voting power for the election of directors; provided, however, that no director who shall have been elected by the holders of a separate class of stock shall be removed under the provisions of this subdivision except upon the affirmative vote of the holders of a majority of the class whose holders elected him, if such holders are then entitled to vote for the election of directors.

3. Any corporate action, with respect to which the vote of the stockholders at a meeting thereof is required or permitted by any provision of the General Corporation Law of the State of Delaware or of the Certificate of Incorporation or the By-Laws of the Corporation, is authorized to be taken and may be taken without that vote and meeting, and that vote and meeting may be dispensed with, if the written consent is obtained of the holders of a majority (or, if with respect to a particular corporate action where the General Corporation Law of the State of Delaware or the Certificate of Incorporation or the By-Laws of the Corporation specifies a greater percentage, by the holders of that greater percentage) of the stock that would have been entitled to vote upon that action if a meeting were held. Prompt notice shall be given to all stockholders of the taking of any corporate action pursuant to the provisions of this paragraph 3 unless that action has been consented to in writing by the holders of all of the stock that would have been entitled to vote upon that action if a meeting were held.

THIRD: That this Correction is made in accordance with Section 103(f) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said ABF FREIGHT SYSTEM, INC. has caused this certificate to be signed by Robert A. Young, III, its President and attested by Velma C. Steckroth, its Secretary, this 29th day of May, 1984.

ABF FREIGHT SYSTEM, INC.

By *Robert A. Young, III*  
Robert A. Young, III, President

CORPORATE SEAL

ATTEST:

By *Velma C. Steckroth*  
Velma C. Steckroth, Secretary

KDA/j

RECEIVED FOR RECORD

SEP 18 1984

W. H. BENTLEY