

02-03-1999

2-1-99



To the Honorable Commission

100956925

ached original documents or copy thereof.

1. Name of conveying party(ies):

Action Equipment Company, Inc.
17 Old Manchester Road
P.O. Box 736
Candia, New Hampshire 03034

Name: **NationsRent of New Hampshire, Inc.**

Internal Address: **c/o NationsRent, Inc.**

Street Address: **450 East Las Olas Boulevard**

City: **Ft. Lauderdale** State: **FL** ZIP: **33301**

- Individual(s)
- General Partnership
- Corporation-State **New Hampshire**
- Other

- Association
- Limited Partnership

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **Delaware**
 Other

Additional name(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: **December 14, 1998**

2.1.99

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2206927

Additional numbers attached? Yes No

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

Name: **Nidia Perez, Esq.**

Internal Address: **Akerman, Senterfitt & Eidson, P.A.**

Street Address: **One S.E. Third Avenue**

City: **Miami** State: **FL** Zip: **33131-1704**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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 information is true and correct and any attached copy is a true copy of the original document.

Nidia Perez, Esq.

Name of Person Signing

Signature

January 29, 1999

Date

5

Total number of pages comprising cover sheet

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

02/02/1999 **INSUYEN 00000216 2206927**

01 FC:481

40.00 OP

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, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (this "Agreement") is entered into as of December 14, 1998, by and between Action Equipment Company, Inc., a New Hampshire corporation, as the assignor (the "Assignor"), and NationsRent of New Hampshire, Inc., a Delaware corporation, as assignee (the "Assignee").

RECITALS

WHEREAS, on December 1, 1998, Assignor obtained a registration for the mark "ACTION EQUIPMENT CO. INC." and design (the "Mark") from the United States Patent and Trademark Office, registration number 2206927, for services in international trademark classes 35 and 37 (the "Registration");

WHEREAS, Assignee is desirous of acquiring an assignment of all Assignor's rights in the Mark and in the Registration, together with the goodwill of the business connected with the use of and symbolized by the Mark; and

WHEREAS, Assignee desires to have its assignment of the Mark and the Registration confirmed by a document identifying that assignment and in a form as may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

TERMS OF AGREEMENT

- 1. Assignment.** Assignor does hereby assign unto Assignee all right, title and interest in and to the Mark and the Registration, without reservation, together with all the goodwill of the business connected with the use of and symbolized by the Mark, and all future interest in the Mark.
- 2. Warranties and Representations.** Assignor warrants and represents that: (a) it has good title to the Mark and the Registration; (b) it has not previously assigned or licensed the Mark to any third party, or assigned the Registration to any third party; (c) neither the Mark nor the Registration assigned is encumbered in any way; (d) it has full right to make the assignment of the Registration to Assignee; (e) it has no knowledge of any infringement by the Mark on other marks and, to the knowledge of Assignor, there have been no claims threatened, suits initiated or opposition claimed in connection with the use or registration of the Mark; (f) it has no knowledge of any infringements on the Mark; and (g) it will not acquire an interest in any mark similar to the Mark.
- 3. Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as

Assignee shall determine in its sole discretion) but for the benefit of Assignee (1) to endorse and/or file of record, all assignments, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Mark, and (2) to take all action which Assignee may deem proper in order to provide for Assignee the benefits of the Mark. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignor hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

4. **Benefit.** This Agreement shall be binding upon the Assignor, its successors and assigns. This Agreement is for the benefit of all future obligees of the Assignee, its successors and assigns.

5. **Waiver, Modification or Cancellation.** Any waiver, alteration or modification of any of the provisions of this Agreement, or cancellation or replacement of the same, shall not be valid unless made in writing and signed by the parties hereto.

6. **Choice of Law.** The validity of this Agreement or any of its terms, covenants and conditions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of Florida.

7. **Entire Agreement.** This Agreement, together with that certain Amended and Restated Asset Purchase Agreement, dated as of October 22, 1998, between Assignor, Action Supply Co., Inc., a New Hampshire corporation and Francis P. Rich, Jr., June A. Rich and James T. Rich, in their individual capacity, and Francis P. Rich, Jr. and June A. Rich, as custodians for Joyia E. Rich, who together constitute all of the shareholders of Assignor and Action Supply Co., Inc., and NationsRent, Inc., a Delaware corporation and the parent company of Assignee, contain the entire understanding and agreement of the parties with respect to the subject matter set forth herein, superseding any and all prior agreements, written or oral, between the parties regarding the same subject matter.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

9. **Severability.** In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification then eliminated herefrom) for the purpose of those procedures, to the extent necessary to permit the remaining provisions to be enforced.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ASSIGNOR:

ACTION EQUIPMENT COMPANY, INC.,
a New Hampshire corporation

By: _____

Name: Francis P. Rich

Title: President

ASSIGNEE:

NATIONSRENT OF NEW HAMPSHIRE, INC.,
a Delaware corporation

By: Fred Whaley

Name: FRED WHALEY

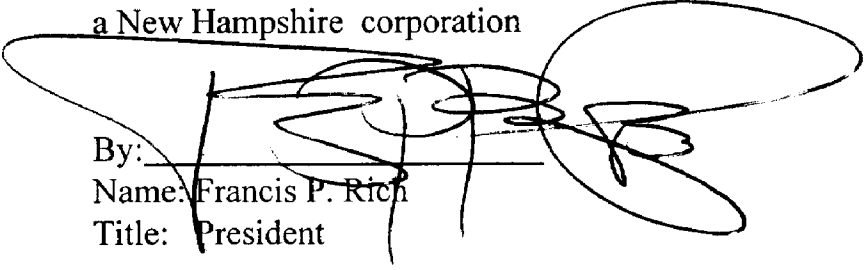
Title: VICE PRESIDENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ASSIGNOR:

ACTION EQUIPMENT COMPANY, INC.,
a New Hampshire corporation

By: _____
Name: Francis P. Rich
Title: President



ASSIGNEE:

NATIONSRENT OF NEW HAMPSHIRE, INC.,
a Delaware corporation

By: _____
Name:
Title:

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