



03-19-1999

DEPARTMENT OF COMMERCE
Patent and Trademark Office

02-26-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #58

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original documents or copy thereof.

of receiving party(ies):

100988848

ent of New Hampshire, Inc.

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

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

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

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

January 29, 1999

Date

Total number of pages comprising cover sheet

5

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

Do not detach this portion

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

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

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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.

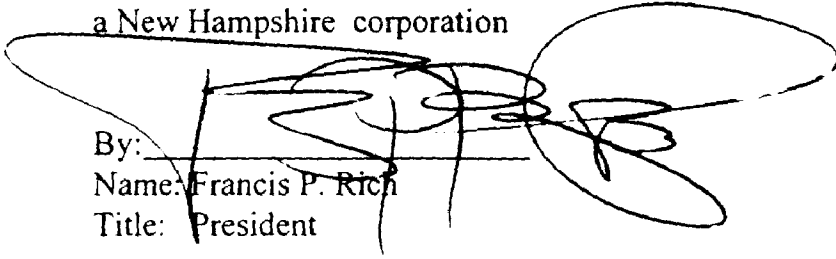
8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

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: _____
Name:
Title:



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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

AKERMAN, SENTERFITT & EIDSON, P.A.

1 FINANCIAL PLAZA, SUITE 2020
FT. LAUDERDALE, FLORIDA 33394-0006

SunTrust Bank
Central FL, N.A.
Orlando, FLA. 32801

CHECK NO 001

*** FORTY DOLLARS & 001/00 ***

DATE JANUARY 29

PAY TO THE ORDER OF

AMOUNT OF CHEC
\$40.00

AKERMAN, SENTERFITT & EIDSON
OPERATING ACCOUNT

COMMISSIONER OF PATENTS & TRADEMARKS
UNITED STATES PATENT & TRADEMARK OFFICE
WASHINGTON, D.C. 20231

VOID AFTER 90 DAYS

For: Recording of Assignment of mark: ACTION EQUIPMENT CO INC.
Reg. # 2206937

M. S. Soler

AUTOMATIC DEBIT

⑈001542⑈ ⑆063102152⑆0215252156408⑈

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NATIONSRENT OF NEW HAMPSHIRE, INC.", CHANGING ITS NAME FROM "NATIONSRENT OF NEW HAMPSHIRE, INC." TO "NATIONSRENT NORTHEAST, INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF JANUARY, A.D. 1999, AT 9 O'CLOCK A.M.

2968039 8100

991018574



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State
9525627

AUTHENTICATION: 01-15-99

DATE:

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
NATIONSRENT OF NEW HAMPSHIRE, INC.
a Delaware Corporation**

Pursuant to the Delaware General Corporation Law, the Certificate of Incorporation of NATIONSRENT OF NEW HAMPSHIRE, INC., a Delaware corporation, hereafter referred to as the "Corporation," is amended to read as follows:

Paragraph 1 of the Certificate of Incorporation of the Corporation is hereby deleted in its entirety, and the following text is inserted in lieu thereof:

1. The name of the corporation is NationsRent Northeast, Inc..

Except as provided for above, the Certificate of Incorporation of the Corporation shall remain unchanged.

The foregoing amendment to the Certificate of Incorporation of the Corporation was duly proposed, adopted and approved by unanimous written consent of the sole Director and the sole Stockholder of the Corporation on January 11, 1999, pursuant to Sections 242, 141 and 228 of the Delaware General Corporation Law. The number of votes cast in favor of the foregoing amendment by the sole Stockholder was sufficient for approval of the amendment.

This amendment shall be effective as of the date of filing of this Certificate of Amendment.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed this Certificate of Amendment effective on January 11, 1999.

NATIONSRENT OF NEW HAMPSHIRE, INC.

By: _____

Joseph H. Izhakoff
Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 01/11/1999
991011559 - 2968039

TRADEMARK
REEL: 1869 FRAME: 0346

AKERMAN, SENTERFITT & EIDSON, P.A.

ATTORNEYS AT LAW

LAS OLAS CENTRE • SUITE 950
450 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301-2227
(954) 463-2700
FACSIMILE (954) 463-2224

January 29, 1999

VIA FEDERAL EXPRESS

Commissioner of Patents and Trademarks
United States Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, D.C. 20231

Re: Recordation of Assignment of Trademark
Mark: ACTION EQUIPMENT CO. INC.
Registration No. 2206927

Dear Sir/Madam:

Enclosed for recording in the Patent and Trademark Office is a recordation form cover sheet along with the original Assignment of Trademark Agreement. I have also enclosed a check in the amount of \$40.00 representing the recording fee for this assignment of trademark.

Please direct all inquiries and correspondence regarding this matter to Nidia Perez, Esq. c/o Akerman, Senterfitt & Eidson, P.A., One S.E. Third Avenue, Miami, Florida 33131-1704; telephone (305) 374-5600 extension 4781. Thank you.

Very truly yours,


Nidia Perez

Enclosures

FT023071;1



AKERMAN, SENTERFITT & EIDSON, P.A.

ATTORNEYS AT LAW

SUNTRUST INTERNATIONAL CENTER
28TH FLOOR
ONE SOUTHEAST THIRD AVENUE
MIAMI, FLORIDA 33131-1714
(305) 374-5600
FACSIMILE (305) 374-5095

02-26-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #58

February 22, 1999

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

United States Patent and Trademark Office
Post Registration Division
2900 Crystal Drive
Arlington, VA 22202

Re: Mark: ACTION EQUIPMENT CO. INC.
Registration No.: 2206927

Dear Sir or Madam:

The above referenced trademark registration was assigned by the registrant, Action Equipment Company, Inc. to my client, NationsRent Northeast, Inc. (formerly known as NationsRent of New Hampshire, Inc.).

I am enclosing for your reference a copy of (i) the assignment agreement, (ii) the certificate of name change amendment, and (iii) a power of attorney from NationsRent Northeast, Inc. Please mark your records accordingly and direct all inquiries and correspondence regarding this trademark registration to:

Nidia Perez, Esq.
c/o Akerman, Senterfitt & Eidson, P.A.
One S.E. Third Avenue
Miami, Florida 33131-1704
Telephone: (305) 374-5600 extension 4781

Sincerely,
AKERMAN, SENTERFITT & EIDSON, P.A.

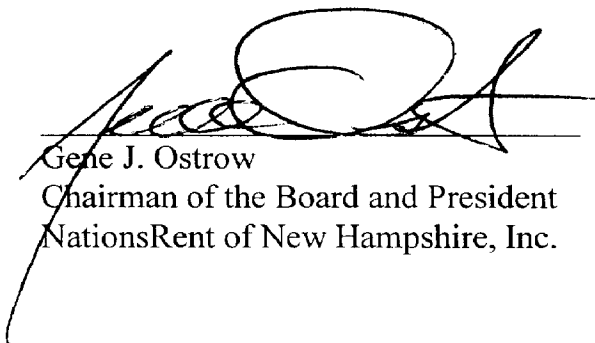

Nidia Perez

MIA-332967-1

POWER OF ATTORNEY

LET IT BE KNOWN BY THESE PRESENTS, that NationsRent Northeast, Inc. (formerly known as NationsRent of New Hampshire, Inc.), a Delaware corporation, has made, constituted and appointed, and by these presents does make, constitute and appoint Stewart Lapayowker, David Ristaino, Nidia Perez and Alejandra Hernandez true and lawful attorneys for NationsRent of New Hampshire, Inc., to represent the company before the United States Patent and Trademark Office in all matters regarding the mark **ACTION EQUIPMENT CO. INC., Registration No. 2206927**; giving and granting unto said attorneys, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done as fully, to all intents and purposes, as NationsRent of New Hampshire, Inc. might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorneys shall lawfully do or cause to be done by virtue hereof.

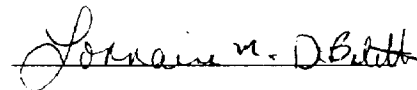
IN WITNESS WHEREOF, Gene J. Ostrow, Chairman of the Board and President of NationsRent of New Hampshire, Inc., a Delaware corporation, has hereunto set his hand the 19 day of February, 1999.


Gene J. Ostrow
Chairman of the Board and President
NationsRent of New Hampshire, Inc.

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of February, 1999 by Gene J. Ostrow, Chairman of the Board and President of NationsRent of New Hampshire, Inc., a Delaware corporation, who is personally known to me.

My Commission Expires: 10/26/99
NOTARY PUBLIC

 Print Name LOKRAINE M. DiBitetto

