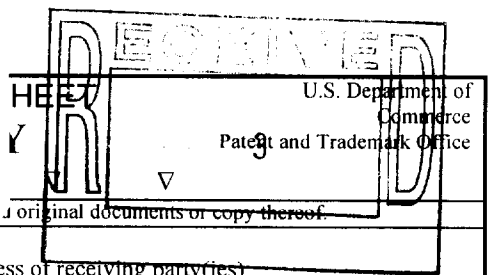


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08-30-1999



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Form PTO-1594 (Rev. 6/93) OMB No 0651-0011 (exp 4/94) Tab settings =>>> ▾ ▾ To the Honorable Commissioner

1. Name of conveying party (ies): Air Serv, Inc.
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State Minnesota
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No
3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other:
Execution: July 8, 1998

2. Name and address of receiving party(ies)
Name: Air Serv Operations, LLC
Internal Address:
Street Address: 33 South 6th Street, Multifoods Tower
City: Minneapolis State: MN Zip: 55402
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[] Corporation-State
[X] Other Limited Liability Company - Delaware
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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/459,703
Additional numbers attached? [] Yes [X] No

B. Trademark Registration No.(s) 1,567,989; 1,604,378; 1,617,202; 1,275,952; 1,340,108; 1,422,618; and 1,560,677

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James P. Quinn
Internal Address: Larkin, Hoffman, Daly & Lindgren, Ltd.
Street Address: 1500 Norwest Financial Center 7900 Xerxes Avenue South
City: Bloomington State: Minnesota ZIP: 55431

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41).....\$215.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: 12-0449
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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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.
James P. Quinn Name of Person Signing
[Signature] Signature
August 20, 1999 Date

08/30/1999 MTHA11 00000054 75459703 Number of pages including cover sheet, attachments, and document: 9

01 FC: 401 40.00 DP
02 FC: 402 175.00 DP

Mail documents to be recorded with required cover sheet information to: Assistant Commissioner for Trademarks 2900 Crystal Drive, Arlington, VA 22202-3513

BILL OF SALE

BILL OF SALE dated as of July 8, 1998, from AIR-SERV, INC., a Minnesota corporation ("Air-Serv") to AIR-SERV OPERATIONS, LLC, a Delaware limited liability company (the "Purchaser").

Air-Serv and Air-Serv International, Inc. (f/k/a Air-Serv Holdings, Inc.), together with AIR-SERV DISTRIBUTION SERVICE, INC., a Minnesota corporation ("Distribution"), PROTOCOL, INC., a Minnesota corporation ("Protocol" and, together with Air-Serv and Distribution, the "American Companies"), AIR-SERV, LIMITED, an English corporation, AIR-SERV EUROPE, LTD., an English corporation ("Europe"), AIRVENDING, LTD., an English corporation ("Vending"), LANDWAY DEVELOPMENT [London], LTD., an English corporation ("Landway", and together with the American Companies, Limited, Europe, and Vending, the "Companies"), and DAVID BOBERT (the "Shareholder") are party to a Purchase Agreement dated as of May 27, 1998 (the "Purchase Agreement"). The Purchaser desires to purchase from each of the American Companies substantially all of the assets relating to their business of manufacturing, operating and distributing free-standing tire-inflation, vacuum and water machines for retail petroleum sites and manufacturing, selling and distributing vending machines containing personal care products and novelties in public and private restrooms and other locations. The execution and delivery of this Bill of Sale is a condition to Purchaser's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Air-Serv hereby agrees as follows:

1. Capitalized terms used herein but not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

2. Air-Serv hereby sells and transfers to the Purchaser, and its successors and assigns, and the Purchaser hereby accepts, all of Air-Serv's right, title and interest in the following assets, properties or rights (other than Excluded Assets) of the Companies (collectively, the "Transferred Assets"):

(a) all tire-inflation, vacuum, water machines and vending machines owned or in the process of being manufactured by any of the Companies ("Machines");

(b) all other machinery, equipment, motor vehicles (other than the motor vehicles set forth on Schedule A1 attached hereto), furnishings, supplies, spare parts, raw materials, work-in-process, finished goods, inventories and all other items of tangible personal property used in or forming a part of the Business;

(c) all cash and cash equivalents of the American Companies;

(d) all distribution agreements or other agreements relating to the placement of Machines in establishments, whether oral or written (the "Location Agreements");

(e) other than the Location Agreements, all leaseholds and other interests in land used in or forming a part of the Business as set forth on Schedule A2 attached hereto (each individually, a "Leased Property" and collectively, the "Leased Properties");

(f) all accounts receivable of the American Companies relating to products sold or services rendered in connection with the Business, whether or not invoices relating thereto have been issued;

(g) all Contracts (as defined in Section 5.12 of the Purchase Agreement) relating to the Business;

(h) all prepaid expenses, advances and deposits relating to the Business;

(i) all causes of action, demands, judgments, claims (including insurance claims), indemnity rights (other than indemnity rights related to the litigation set forth on Schedule A3 attached hereto or any other litigation of the American Companies not assumed by the Purchaser) or other rights relating to the Transferred Assets or the Business or arising under express or implied warranties from suppliers with respect to the Transferred Assets, except for insurance claims and counterclaims relating to any Losses (as defined herein) for which the Purchaser seeks indemnification under Article X of the Purchase Agreement or with respect to Excluded Liabilities;

(j) all intellectual property or rights thereto used in or forming a part of the Business owned by the American Companies (including but not limited to the intellectual property set forth on Schedule A4 attached hereto), including all rights to the "AIR-serv" and "Protocol" names and all names and marks associated therewith, all patent rights related to the Business and all income, royalties, damages and payments due at Closing or thereafter with respect to any of the foregoing and all other rights with respect thereto (including without limitation rights to damages and payments for past, present or future infringements or misappropriations thereof);

(k) all governmental permits, consents and authorizations relating to the Business to the extent they are transferable;

(l) all rights under any franchise or similar agreements related to the Business;

(m) all right, title and interest of the American Companies in and to the Business as a going concern, including its goodwill (if any);

(n) copies of all books and records relating to the Business as conducted by the American Companies, excluding minute books and including but not limited to correspondence, employment records, production records, accounting records, property records, mailing lists and customer and vendor lists; and

(o) all other assets and properties of the American Companies of whatever nature reflected on the Closing Date Balance Sheet (as defined in Section 3.2 of the Purchase Agreement).

3. Air-Serv, for itself and its successors and assigns, hereby covenants with the Purchaser, its successors and assigns, that the American Companies own the Transferred Assets; that the same are free and clear of and from all encumbrances; that they have good right to sell and transfer the same to the Purchaser as aforesaid.

4. Air-Serv hereby covenants and agrees to execute and deliver to the Purchaser such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by the Purchaser or its counsel in order to vest in the Purchaser all right, title and interest of Air-Serv in and to the Transferred Assets and otherwise in order to carry out the purpose and intent of this Bill of Sale and the Purchase Agreement.

5. Notwithstanding any other provision of this Bill of Sale to the contrary, nothing contained in this Bill of Sale shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of Air-Serv set forth in the Purchase Agreement nor shall this Bill of Sale expand or enlarge any remedies under the Purchase Agreement including without limitation any limits on indemnification specified therein. This Bill of Sale is intended only to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

* * * * *

IN WITNESS WHEREOF, Air-Serv has caused this Bill of Sale to be executed and delivered on the date and year first written above.

AIR-SERV, INC.

By: David Bobert
David Bobert
President

SCHEDULE 5.10

INTELLECTUAL PROPERTY

1. See attached list of Patents
2. See attached list of Trademarks
3. Air-Serv entered into a software license with Upton Limited Partnership on March 21, 1998. Air-Serv currently has a \$148,515.83 deposit with Upton Limited Partnership booked on its 12/31/97 Balance Sheet as an asset. \$120,000 of this is a cash deposit, and the balance of \$28,515.83 represents AIR-serv's costs for equipment previously delivered. Under the contract, AIR-serv received a credit of \$167,500, representing the cash paid, plus the wholesale value (distributor cost) of the equipment.
4. Pursuant to the Companies franchise agreements and distributor agreements, the Companies have allowed their franchisees and distributors to use certain of their trademarks. These agreements also restrict the Companies ability to use these marks in certain areas.
5. The Companies purchased software from Provend for use in its operations. The Companies purchased several copies of this software, and have resold several copies to its distributors.
6. AIR-serv has granted their distributor in Canada the right to use the name "AIR-serv" in their company's name, so long as such company remains a distributor of AIR-serv.
7. The Company also claims common law rights to the service marks "Consider it Done," "We Inflate the World's Tires," and "Why Inflate When You Can Calibrate?" The Company recently received a letter from Air Express, Inc., a former distributor, claiming a prior right in the mark, "We Inflate the World's Tires." The Company did not intend to extensively use this mark, and therefore does not consider it material if it has to change this name. It is investigating the claims of Air Express, and if Air Express does have a prior right, the Company will discontinue using the name. As for any liability for infringement, Air Express and the Company entered into a settlement of a lawsuit earlier this year in which liabilities between the parties, known and unknown, were released. (See Item 5 on Schedule 5.3) The Company is in the process of filing an application with the United States Patent and Trademark Office for the right to the service mark "Consider it Done." There is no assurance that the Companies will be able to obtain any trademark protection for these marks.
8. The American Companies have done business in Minnesota under the trade name "Metro Vend." They have also operated under the names "Air-serv Texas" and "Air-serv California".

U.S. PATENTS

Protocol, Inc.

TAMPERPROOF LOCK FOR VENDING MACHINES

U.S. Patent No. 4,843,853

Issued: 7/4/89

MULTIPLE COIN MECHANISM FOR A VENDING MACHINE

U.S. Patent No. 4,899,864

Issued: 2/13/90

AIR-serv, Inc.

LOCKING MECHANISM FOR VENDING MACHINES

U.S. Patent No. 4,823,570

Issued: 4/25/89

TAMPER RESISTANT EQUIPMENT HOUSING

U.S. Patent No. 4,452,371

Issued: 6/5/84

U.S. TRADEMARKS

AIR-SERV

Reg. No. 1,275,952

Issued: 5/1/84

POWER SERV

Reg. No. 1,340,108

Issued: 6/11/85

PROTOCOL

Reg. No. 1,507,903

Issued: 10/11/88

SWITZERLAND

AIR-SERV

Reg. No. 335.367

Issued: 11/2/84

CONFIDENTIAL

Air-serv, Inc. - Trademark Table

File No. 11990-17

Generated on
2/26/93

Trademarks in Canada

AIR-VEND

Int. Cl.: Canadian	Sec. No. 650369, filed 2/3/90	Registered 2/26/93, No. TMA-403633	Declaration of Use filed 4/1/92
II	Status Registered	Renewal due on 2/26/2003; C/Up 2/26/2007	

For (Wares): Air compressor, coin operated coupon dispenser, coin operated vacuum cleaner and coin operated combination air compressor and vacuum cleaner. (Services): Distribution services relating to air compressor, coin operated coupon dispenser, coin operated vacuum cleaner, and coin operated combination air compressor and vacuum cleaner.

Filing Firm: Shapiro, Cohen, Andrews, Finlayson in Canada

Trademarks in United States of America

AIR-SERV

Int. Cl.: 9	Sec. No. 408772, filed 1/10/83	Registered S/USA, No. 175952	§§ 3 & 15 filed by another attorney
II 4/1/81	Status Registered	Renewal due on 5/12/2004; C/Up 11/12/2003	

For: Coin-operated air compressor.

Filing Firm: Lorin, Hoffman, Daly & Lindgren, Ltd

POWER-SERV

Int. Cl.: 7	Sec. No. 493599, filed 9/10/84	Registered 6/11/85, No. 1340103	§§ 3 & 15 Filed
II 4/1/84	Status Registered	Renewal due on 6/11/2005; C/Up 12/11/2004	

For: Air Compressor.

Filing Firm: Lorin, Hoffman, Daly & Lindgren, Ltd

DUO-SERV

Int. Cl.: 9	Sec. No. 530375, filed 2/3/86	Registered 12/30/86, No. 1422613	§§ 3 & 15 Filed
II 6/1/82	Status Registered	Renewal due on 12/30/2006; C/Up 6/30/2006	

For: Combination coin-operated air compressor and vacuum cleaner.

Filing Firm: Lorin, Hoffman, Daly & Lindgren, Ltd

VAC-SERV

Int. Cl.: 9	Sec. No. 731039, filed 2/16/89	Registered 10/17/89, No. 1560677	§§ 3 & 15 Filed (20 year renewal-app filed prior to 11/16/89)
II 3/9/82	Status Registered	Renewal due on 10/17/2009; C/Up 10/17/2003	

For: Coin operated vacuum cleaner for automobiles.

Filing Firm: Lorin, Hoffman, Daly & Lindgren, Ltd

CONFIDENTIAL

Air-serv, Inc. - Trademark Table

File No. 11990-17

Continued on
2/28/93

AIR-TOUCH

Int. Cl.: 7 Ser. No. 739693, filed 3/23/89 Registered 11/23/89, No. 1567939 §§ 3 & 15 Filed
IU 3/9/89 Status: Registered Renewal due on 11/23/99; Clup
5/23/99

For: Air compressors for tire inflation.

Filing Firm: Lorin, Hoffman, Daly & Lindgren, Ltd.

EASY-AIR

Int. Cl.: 7 Ser. No. 73336734, filed 11/6/89 Registered 7/3/90, No. 1604573 7/13/95 lt to et etc.
IU 7/5/89 Status: Registered Renewal due on 7/3/2000; Clup §§ 3 & 15
1/3/2000

For: Air compressors for tire inflation.

Filing Firm: Lorin, Hoffman, Daly & Lindgren, Ltd.

AIR-VEND

Int. Cl.: 42 Ser. No. 74007450, filed 12/4/89 Registered 10/9/90, No. 1617202 §§ 3 & 15 Filed
IU 3/5/81 Status: Registered Renewal due on 10/9/2000; Clup
4/9/2000

For: Distributorship services in the field of air compressor, coin operated air compressor, coin operated coupon dispenser, coin operated vacuum cleaner, and coin operated combination air compressor and vacuum cleaner.

Filing Firm: Lorin, Hoffman, Daly & Lindgren, Ltd.

CONFIDENTIAL



LARKIN, HOFFMAN, DALY & LINDGREN, LTD.
ATTORNEYS AT LAW

08-20-1999

U.S. Patent & TMO/TM Mail RcptDt: #01

1500 NORWEST FINANCIAL CENTER
7900 XERXES AVENUE SOUTH
BLOOMINGTON, MINNESOTA 55431-1194
TELEPHONE (612) 835-3800
FAX (612) 896-3333

MICHAEL C. JACKMAN
JOHN E. DIEHL
JOHN S. SWIERZEWSKI
THOMAS J. FLYNN
JAMES P. QUINN
TODD I. FREEMAN
GERALD L. SECK
JOHN B. LUNDQUIST
DAYLE NOLAN *
JOHN A. COTTER **
PAUL B. PLUNKETT
ALAN L. KILDOW
KATHLEEN M. PICOTTE NEWMAN
MICHAEL B. LEBARON
GREGORY E. KORSTAD
GARY A. VAN CLEVE **
DANIEL L. BOWLES
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ALAN M. ANDERSON
MICHAEL W. SCHLEY
RONN B. KREPS
TERRENCE E. BISHOP
GARY A. RENNEKE
CHRISTOPHER J. HARRISTHALL
KENDEL J. CHILROGGE
BRUCE J. DOUGLAS
WILLIAM C. GRIFFITH, JR.
JOHN R. HILL
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LARRY D. MARTIN
JANE E. BREMER
JOHN J. STEFFENHAGEN
MICHAEL J. SMITH

ANDREW F. PERRIN
FREDERICK W. NIEBUHR
RENEE L. JACKSON
WILLIAM G. THORNTON
JOAN C. PETERSON
ANN M. MEYER
CHRISTOPHER K. LARUS
MARCY R. FROST
DOUGLAS M. RAMLER
STEPHEN J. KAMINSKI
THOMAS F. ALEXANDER
DANIEL T. KADLEC
SHARNA A. WAHLGREN
JOHN F. KLOS
ADAM S. HUHTA
C. ERIK HAWES
C. BRENT ROBBINS
JOHN E. YONKER
JAMES M. SUSAG
ANDREW D. RYAN **
DANIEL J. BALLANTINE
LISA S. ROBINSON
ERICA SHIFF GLASSBERG
SONYA R. BRAUNSCHWEIG
JOSEPH J. FITTANTE, JR.
CYNTHIA M. KLAUS
MARK D. CHRISTOPHERSON
LAURA K. GRAF
M. SHANE SWANSON
NEAL J. BLANCHETT
TAMARA M. O'NEILL
TODD A. TAYLOR

OF COUNSEL
JAMES P. LARKIN
JACK F. DALY
D. KENNETH LINDGREN
ALLAN E. MULLIGAN
JOSEPH GITIS

* ALSO ADMITTED IN WISCONSIN
** ONLY ADMITTED IN MASSACHUSETTS

August 20, 1999

BOX POST REG FEE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Re: Air-Serv Group, LLC (the Company)

Dear Sir or Madam:


I have enclosed a Recordation Form Cover Sheet and Assignment of Trademarks for the Company, along with a filing fee in the amount of \$215.00. If you have any questions or need any additional information, please feel free to contact me.

Sincerely yours,


James P. Quinn, for
LARKIN, HOFFMAN, DALY & LINDGREN, Ltd.

Enclosures

I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE "EXPRESS MAIL POST OFFICE TO ADDRESSEE" SERVICE UNDER 37 CFR 1.10 ON THE DATE INDICATED ABOVE AND IS ADDRESSED TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VA 22202-3513 ON THE 20 DAY OF August, 1999.


EXPRESS MAIL NO. EL165126816US

0514246.01

RECORDED: 08/23/1999

TRADEMARK
REEL: 001950 FRAME: 0557