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05-15-2000



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FORM TDS-100  
1/99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

APR 25 AM 10:47

OPR/FINANCE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Russell-Stanley Holding, Inc.**

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State (DE)
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: Russell-Stanley Corporation

Internal Address: \_\_\_\_\_

Street Address: 685 Route 202/206

City: Bridgewater State: NJ ZIP: 08807

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New Jersey
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name

Other Document Previously Recorded at Reel Frame 1881-0866 Contained an Error in Reg. No. 1,269,241; Document Re-Recorded to Correct on Stated Reel/Frame.

Execution Date: February 22, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,269,896**

Additional numbers attached?  Yes  No

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): ..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.*

Kristopher E. Ahrend, Esq.  
Name of Person Signing

Signature

4/24/00  
Date

Total number of pages comprising cover sheet:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002072 FRAME: 0416

U.S. TRADEMARK RIGHTS ASSIGNMENT

THIS ASSIGNMENT is effective this 22<sup>nd</sup> day of February, 1999 ("Effective Date"), from Russell-Stanley Holding, Inc., a Delaware corporation located at 685 Route 202/206, Bridgewater, New Jersey 08807 ("Assignor"), to Russell-Stanley Corporation, a New Jersey corporation located at 685 Route 202/206, Bridgewater, New Jersey 08807 ("Assignee").

WHEREAS, Assignor and Assignee are joint owners of all right, title and interest in and to certain United States trademarks listed on Schedule A annexed hereto; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks, such that Assignee shall be the sole owner thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in and to the United States trademarks listed on Schedule A hereto, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the "Trademarks").

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor also shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and to take promptly any further action necessary to vest good, valid and marketable sole title to the Trademarks in Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above.

RUSSELL-STANLEY HOLDING, INC.

By: Daniel W. Miller 2/22/99  
Name: Daniel W. Miller  
Title: Executive Vice President and  
Chief Financial Officer

RUSSELL-STANLEY CORPORATION

By: Daniel W. Miller 2/22/99  
Name: Daniel W. Miller  
Title: Executive Vice President and  
Chief Financial Officer

## SCHEDULE A - UNITED STATES TRADEMARKS

<u>Name of Trademark</u>	<u>U.S. Registration or Application Number</u>	<u>Date Registered or Filed</u>
MEDI-BIN	1,715,813	9/15/92
DELEX	1,325,859	3/19/85
DELSTAR	<del>1,269,241</del> <i>by</i> 1,269,896	3/13/84
DELBOY	892,272	6/9/70
DELDRUM	892,271	6/9/70
DELCON	891,425	5/26/70
DELTANGULAR	797,936	10/26/65
DELKIT	782,632	1/5/65
DELAWARE and Design	766,949	3/24/64
DELPAK	755,263	8/27/63
DELCAN	754,397	8/13/63