



101517705

Atty Docket No. T2400.081413

1

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

1. Name of conveying party(ies):

8.24.00

Richard E. McBee

- Individuals(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

Execution Date: August 18, 2000

2. Name and address of receiving party(ies)

Name: **Two Men And A Truck/International, Inc.**

Internal Address:

Street Address: **2152 Commons Parkway**

City: **Okemos** State: **MI** Zip: **48864**

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

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

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

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)
75/387,022

B. Trademark Registration N
2,020,083; 1,953,964

08-24-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #10

Additional numbers attached? Yes No

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

Name: Christopher P. Bussert

Internal Address: Kilpatrick Stockton LLP

Suite 2800

Street Address: 1100 Peachtree Street

City: Atlanta State: GA Zip: 30309-4530

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

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.

Christopher P. Bussert

Name of Person Signing

Signature

Date

8/25/00

Total number of pages including cover sheet, attachments, and document

DO NOT USE THIS SPACE

*Agreement***ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (the "Agreement") is made effective as of the 18th day of August, 2000, by and between Richard E. McBee, an individual resident of Alabama, whose address is 3250 Cahaba Heights Road, Birmingham, Alabama 35243 ("Seller"), and **TWO MEN AND A TRUCK_®/INTERNATIONAL, Inc.**, f/k/a/ Two Men and a Truck/USA, Inc., a Michigan corporation, whose address is 2152 Commons Parkway, Okemos, Michigan 48864 ("Purchaser").

RECITALS:

WHEREAS, Seller warrants and represents that he owns the right to engage in the business of offering moving services and related services in the State of Georgia using the service marks **TWO MEN AND A TRUCK, TWO MEN AND A TRUCK, INC.** and the corporate name Two Men and a Truck, Inc. in the State of Georgia ("Service Mark") to sell such services as a result of Seller's purchase of such mark, including rights under that certain Settlement Agreement dated November 11, 1992 by and among The Moving Men, Inc., a Georgia corporation, Michael Ray Stooksbury, Purchaser, Mary Ellen Sheets, Melanie L. Bergeron, f/k/a Melanie Lyn Sorber, Two Men and a Truck/Atlanta, Inc., Russell Scott and Jamie Scott (the "Settlement Agreement"); and

WHEREAS, Seller desires to sell, and Purchaser desires to acquire all of the right, title and interest in the Service Mark, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereinafter set forth, it is hereby agreed by the parties as follows:

1. Purchase of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, transfer, convey, assign and deliver to Purchaser on the Closing Date (as hereinafter defined) all of the right, title and interest in and to the following assets (all of such assets being hereinafter sometimes referred to as the "Purchased Assets"):

(a) the Service Mark, together with the goodwill of the business symbolized by the Service Mark;

(b) all of the rights acquired by Seller under all contracts, arrangements, licenses, and other agreements listed in Schedule 1.5 ("Assumed Contracts"); and

(c) all other assets listed in Schedule 1.6, if any.

2. Purchase Price. After the Closing, the Purchaser agrees to pay Seller (or in the appropriate case his heirs, executors, administrators, successors and/or assigns) on the 25th day of each month:

(i) one third (1/3) of all sums (excluding initial franchisee fees, renewal transfer fees, advertising fees, computer support and maintenance fees, amounts collected with respect to promotional items, or other amounts received by

Purchaser or its assignee for services or products Purchaser or its assignee provides to its franchisees) collected during the prior month by Purchaser or its assignee from each **TWO MEN AND A TRUCK** franchise located within the State of Georgia, and

- (ii) an amount from Purchaser's or its assignee's company-owned **TWO MEN AND A TRUCK** business(es) located within the State of Georgia, if any, calculated in the same manner as amounts calculated under (i), above. For purposes of this Agreement and calculating amounts due under this subparagraph, company-owned businesses, if any, shall be required to report revenue and business expenses in the same manner as if such company-owned business(es) were franchises within the **TWO MEN AND A TRUCK** franchise system.

(a) *Monthly Accounting:* To assist Seller in verifying the accuracy of the payments, Purchaser shall provide Seller with a monthly accounting of the amounts collected from each of the franchises located within the State of Georgia, and, if applicable, company-owned locations within the State of Georgia.

(b) *Franchise Responsible for Reporting Sales; Moves Made Near or Across the Georgia Border:* Per the terms of the franchise agreements and this Agreement, the proceeds for all services performed by a franchise owned by Seller, his heirs, administrators or assigns shall be reported monthly to Purchaser or its assign from the location where the move or service originated. For example, for a move originating in the State of Alabama and culminating in the State of Georgia, Seller, his heirs, affiliates and assigns must report the proceeds collected in connection with such move and related services on monthly reports filed by the Alabama franchisee responsible for the move. Such services are not services to which Seller, his heirs, administrators or assigns would be entitled to receive payment under this Agreement. If, however, Seller (or any other person) obtains a license to operate a **TWO MEN AND A TRUCK** franchise in Georgia located on the Georgia border, which franchise in the ordinary course of its business originates moves outside the State of Georgia, then in such instance, such moves originating outside of Georgia would be reported by the Georgia border franchisee, and such moves would be used in calculating amounts due Seller, his heirs, representatives, administrators and/or assigns under this Agreement. Seller, his heirs, representatives, administrators and assigns acknowledge that proceeds collected for moves or other services performed in the ordinary course of business by border franchisees located outside the State of Georgia, whether or not such moves or services originate in Georgia, are not proceeds used for calculating amounts owed to Seller, his heirs, administrators or assigns under this Agreement.

(c) *Establishing Franchises in Certain Metropolitan Areas:* Purchaser and Seller acknowledge that if and when a franchise is established in the Augusta, Georgia metropolitan area (which includes portions of South Carolina), and/or in the Columbus, Georgia metropolitan area (which includes portions of Alabama), the first franchise in each of these metropolitan areas will be located in the State of Georgia. This does not, however, preclude Purchaser from establishing other franchise locations in either of these metropolitan areas outside the State of Georgia in accordance with Purchaser's or assignee's company policy, including the policy regarding the level of population necessary to support another franchise.

3. Non-Assumption of Liabilities. Any and all liabilities, indebtedness, commitments, or obligations of any nature whatsoever (whether fixed or contingent) of Seller (hereinafter collectively the "Obligations") shall remain the Obligations of Seller, and Purchaser shall not assume any Obligations of Seller.

4. Closing Date. The Closing will take place as of the date of this Agreement.

5. Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows:

(a) *Authority; No Conflict.* Upon the execution and delivery by Seller of this Agreement, this Agreement will constitute the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms. Seller has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform his obligations under this Agreement.

(b) *Title to Properties; Encumbrances.* Seller owns all the Purchased Assets (whether real, personal, or mixed and whether tangible or intangible). All Purchased Assets are free and clear of, and are delivered to Purchaser free and clear of all licenses, liens, encumbrances, charges, claims, community property interests, conditions, equitable interests, lien options, pledges, security interests, rights of first refusal, or other attributes of ownership. Seller is currently, and at all times since November 12, 1998, has been, the sole and exclusive owner of the Service Mark, subject only to the Concurrent Use Settlement Agreement made and entered into between and among **TWO MEN AND A TRUCK**./INTERNATIONAL, Inc., The Moving Men, Inc., and Joleen Michalowicz as of May 23, 1995, and the Settlement Agreement (collectively, the "Settlement Agreements"). To assist Purchaser in performing its "due diligence," Seller has provided Purchaser with copies of all the documents that reflect the transfer of the TWO MEN AND A TRUCK name from Michael Stooksbury and/or any entity of which he is or was a principal to Seller.

(c) *Taxes.* For purposes of this Section, the term "Taxes" shall mean all state, local, federal, county, or other government entity taxes including, without limitation, income taxes, premium taxes, single-business taxes, excise taxes, sales taxes, use taxes, value-added taxes, gross receipts taxes, franchise taxes, ad valorem taxes, real estate taxes, severance taxes, capital levy taxes, transfer taxes, stamp taxes, employment, unemployment, and payroll-related taxes, withholding taxes, and governmental charges and assessments, and includes all interest, additions to tax, and penalties.

(1) Seller has filed or caused to be filed (on a timely basis since 1995) all federal, state, local, or county tax returns ("Tax Return") that are or were required to be filed by or with respect to Seller pursuant to any applicable law. Seller has paid, or made provision for the payment of, all Taxes that have or may have become due pursuant to those Tax Returns or otherwise, or pursuant to any assessment received by Seller, except such Taxes, if any, as are listed in Schedule 5(c) and are being contested in good faith. There are no federal, state or local tax liens outstanding against any of Seller's assets (including the Service Mark).

(2) The Tax Returns of Seller have been audited by the IRS or relevant state tax authorities or are closed by the applicable statute of limitations for all taxable years through 1995. All deficiencies proposed as a result of such audits have been paid, reserved against, settled, or, as described in Schedule 5(c), are being contested in good faith by appropriate proceedings. Schedule 5(c) describes all adjustments to the Tax Returns filed by Seller for all taxable years since 1995, and the resulting deficiencies proposed by the IRS. Except as described in Schedule 5(c), Seller has not given nor been requested to give waivers or extensions (or is or would be subject to a waiver or extension given by any other Person) of any statute of limitations relating to the payment of Taxes of Seller or for which Seller may be liable.

(3) All Taxes that Seller is or was required by any applicable law to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper governmental entity.

(4) All Tax Returns filed by Seller are true, correct, and complete.

(d) *Use of Service Mark:* Except as disclosed in Schedule 5(d) and except as set forth in the Settlement Agreements, neither Seller, nor to the best of Seller's knowledge, information and belief, Two Men and a Truck, Inc., a Georgia corporation, The Moving Men, Inc., a Georgia corporation or, Michael Ray Stooksbury, an individual resident of the State of Georgia, have in the past done any of the following: (i) conveyed any right, title and interest in the Service Mark; (ii) pledged or subjected the Service Mark to a security interest or other encumbrance; (iii) disposed of or abandoned the Service Mark; (iv) filed an application with a federal, state, or other government authority to register the Service Mark, (v) instituted or settled any litigation, action, or proceeding before any court or government body relating to the Service Mark; (vi) entered into any contract, agreement, license, or arrangement that relates to the Service Mark; or (vii) agreed or committed to do any of the foregoing.

(e) *No Insolvency:* No insolvency proceeding of any character, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Seller or any of his assets or properties is pending or threatened. Seller has not taken any action in contemplation of, or what would constitute the basis for, the institution of any such insolvency proceedings.

(f) *Litigation:* Except as set forth on Schedule 5(f),

(1) there is no: (i) outstanding judgment, order, decree, award, stipulation, or injunction of any government entity or arbitrator against or affecting the Service Mark, Seller or his properties, assets, or business(es), or (ii) action pending against or affecting the Service Mark, Seller or his properties, assets, or business; and

(2) to Seller's knowledge, there are no (i) claims, disputes, actions, suits, proceedings or investigations pending or threatened against or affecting Seller, his properties, assets, or business(es) or the Service Mark, or (ii) pending or threatened actions, suits, proceedings or investigations affecting Seller, his properties, assets, or business(es) or the Service mark.

(g) *Contracts:* Seller is not a party to or bound by any agreement or commitment that affects the Service Mark, except for this Agreement and the Settlement Agreements.

(h) *Full Disclosure:* Seller also makes the following disclosures:

(1) Seller has disclosed and provided Purchaser with a copy of all the books, records, manuals and other materials that were delivered to Seller (for purposes of Purchaser's attorney's review only) used in or relating to the moving business purchased by Seller pursuant to an Asset Purchase Agreement dated November 12, 1998, by and among Seller, Michael Ray Stooksbury, Two Men and a Truck, Inc., a Georgia corporation and The Moving Men, Inc., a Georgia corporation.

(2) No representation or warranty of Seller contained in this Agreement, and no statement contained in any exhibit, schedule, or other instrument furnished to Purchaser by or on behalf of Seller pursuant to the provisions of this Agreement, contain any untrue statement of a fact or omits to state a fact necessary to make any statement contained herein or therein, in light of the circumstances under which it was made, not misleading. There is no fact that Seller has not disclosed to Purchaser in writing that Seller could reasonably anticipate to be or have an adverse effect upon the Purchased Assets or the expected business or condition (financial or other) of the business that is expected to be generated from the Purchased Assets.

6. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

(a) *Organization.* Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State of Michigan, with full power and authority (corporate and other) to own and lease its properties and to conduct its business as currently conducted.

(b) *Authority.* The Purchaser has the full power and right to enter into and perform this Agreement and the other agreements and documents contemplated hereby without the consent of any other person or entity. This Agreement has been duly executed and delivered on behalf of the Purchaser and is a valid and binding agreement of Purchaser enforceable according to its terms.

(c) *No Conflict.* Neither the execution and delivery of this Agreement or the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will conflict with or constitute a material default under any agreement or instrument to which the Purchaser is now a party or by which it is bound, or constitute a default or result in an acceleration under any of the foregoing, or result in the violation of any law, rule, regulations, order, judgment, or decree to which the Purchaser is subject, which violation could reasonably be expected to have consequences that would materially and adversely affect the performance by the Purchaser of its obligations under this Agreement.

7. Conditions to Purchaser's Performance. In addition to other conditions described herein that must be satisfied prior to closing this Agreement, Purchaser shall not be obligated to consummate the transactions contemplated hereby, and thereby acquire the Purchased Assets, unless

each of the following conditions is fulfilled or performed (unless expressly waived in writing by Purchaser) on the Closing Date:

(a) All of the representations and warranties made by Seller contained in Section 5 of this Agreement shall be true as of the Closing Date.

(b) Seller shall have delivered a bill of sale in the form of Exhibit 7(b).

(c) Seller shall have delivered an Assignment of Service Mark in the form of Exhibit 7(c).

8. Conditions to Seller's Performance. Seller shall not be obligated to consummate the transactions contemplated hereby unless each of the following conditions is fulfilled or performed (unless expressly waived in writing by Seller) on the Closing Date:

(a) All of the representations and warranties made by Purchaser and contained in Section 6 of this Agreement shall be true as of the Closing Date.

9. Right of First Refusal and Option Rights.

(a) From the Closing Date through the third annual anniversary of the Closing Date, Seller [either individually or through a business entity in which Seller owns an interest of greater than fifty percent (50%), and which entity has been approved in accordance with Purchaser's franchise system's policies] shall have a thirty-day (30 day) right of first refusal to acquire from Purchaser a license to operate a **TWO MEN AND A TRUCK** franchise as then offered in accordance with the Purchaser's franchise system policy for the Savannah, Georgia area, consisting of Chatham County only (the "Chatham County First Refusal Rights"). The 30 day right of first refusal shall commence with the date Purchaser provides Seller with written notice that Purchaser has a qualified person (as determined by Purchaser in accordance with its franchise system's policies) that Purchaser intends to approve to franchise the Chatham County area. If the right of first refusal is not exercised in writing within thirty (30) days of the written notice, the right of first refusal shall terminate and Purchaser may license Chatham County to a qualified person. If the right of first refusal is exercised, Seller, or such business entity as described in this paragraph, shall be required to execute Purchaser's then standard Franchise Agreement and related agreements within thirty (30) days of exercising the right of first refusal; provided, however, that Seller shall not be liable to Purchaser for the payment of any initial franchise fee or renewal fee, but will be liable for all other fees and costs due under the standard Franchise Agreement and related agreements. Seller's Chatham County First Refusal Rights shall terminate, if not sooner, on the third annual anniversary of the Closing Date.

(b) With respect to sub-paragraphs (1) and (2) below, Seller may exercise, if at all, the rights under one (1) of the sub-paragraphs, but not both. Consequently, if Seller exercises, by written instrument, the rights under one (1) of the sub-paragraphs, his rights under the other sub-paragraph shall immediately lapse and be forfeited:

(1) From the Closing Date and for no more than one hundred eighty (180) days thereafter, Seller [either individually or through a business entity in which Seller owns an interest of greater than fifty percent (50%) and which entity has been approved in accordance with Purchaser's franchise system's policy] shall have an option to acquire from Purchaser a license to operate a **TWO MEN AND A TRUCK** franchise as then offered in accordance with the Purchaser's franchise system policy for Fulton County, Georgia north of the current Atlanta city limits (the "Fulton County Option Rights"). Notice of exercising this option must be made in writing signed and dated by Seller. Within thirty (30) days of exercising the Fulton County Option Rights, Seller, or such business entity as described in this sub-paragraph, shall be required to execute Purchaser's then standard Franchise Agreement and related agreements; provided, however, that Seller shall not be liable to Purchaser for the payment of any initial franchise fee or renewal fee, but will be liable for all other fees and costs due under the standard Franchise Agreement and related agreements.

If at any time prior to Seller exercising this option, a qualified third-party prospect (as determined solely by Purchaser in accordance with its franchise system's policies) is conditionally accepted to purchase a license to operate a **TWO MEN AND A TRUCK** franchise in Fulton County north of the Atlanta city limits, then Seller shall have thirty (30) days from the date written notice is provided to Seller of the qualified prospect, to exercise, in writing, Seller's option rights under this sub-paragraph, otherwise the option rights under this sub-paragraph shall immediately lapse and be forfeited. In no event will Seller's Fulton County Option Rights terminate later than one hundred eighty (180) days after the Closing Date.

(2) From the Closing Date and for no more than one hundred eighty (180) days thereafter, Seller [either individually or through a business entity in which Seller owns an interest of greater than fifty percent (50%) and which entity has been approved in accordance with Purchaser's franchise system's policy] shall have an option to acquire from Purchaser a license to operate a **TWO MEN AND A TRUCK** franchise as then offered in accordance with the Purchaser's franchise system policy for Cobb County, Georgia (the "Cobb County Option Rights"). Notice of exercising this option must be made in writing signed and dated by Seller. Within thirty (30) days of exercising the Cobb County Option Rights, Seller, or such business entity as described in this sub-paragraph, shall be required to execute Purchaser's then standard Franchise Agreement and related agreements; provided, however, that Seller shall not be liable to Purchaser for the payment of any initial franchise fee or renewal fee, but will be liable for all other fees and costs due under the standard Franchise Agreement and related agreements. If at any time prior to Seller exercising this option, a qualified third-party prospect (as determined solely by Purchaser in accordance with its franchise system's policies) is conditionally accepted to purchase a license to operate a **TWO MEN AND A TRUCK** franchise in Cobb County, then Seller shall have thirty (30) days from the date written notice is provided to Seller of the qualified prospect, to exercise, in writing, Seller's option rights under this sub-paragraph, otherwise the option rights under this sub-paragraph shall immediately lapse and be forfeited. In no event will Seller's Cobb County Option Rights terminate later than one hundred eighty (180) days after the Closing Date.

10. Reversion of Rights. If Purchaser or its assign files or is involuntarily and properly placed in liquidation bankruptcy, or ceases licensing the operation of, or operating a **TWO MEN AND A TRUCK** franchise(s) or company-owned business(es) within the State of Georgia for a period of one year or more, then the rights assigned to Purchaser under this Agreement shall revert to Seller

or his heirs, executors, administrators, successors or assigns upon thirty (30) days written notice from Seller or his heirs, executors, administrators, successors or assigns of the intent to enforce the reversion right. This reversion, if enforced, shall have the effect of assigning, conveying, and transferring to Seller all of Purchaser's right, title, and interest in and to the Service Mark, together with the goodwill of the business symbolized by such Service Mark.

11. Indemnification and Payment of Damages by Seller. Seller will defend, indemnify and hold harmless Purchaser and its directors, officers, shareholders, successors, and assigns (collectively, the "Indemnified Persons") from and against any and all costs, losses, claims, suits, actions, assessments, diminution in value, liabilities, fines, penalties, damages (compensatory, consequential and other), and expenses (including reasonable attorneys' fees) in connection with or resulting from:

(a) any breach of any representation or warranty made by Seller in this Agreement, the Schedules, or any other certificate or document delivered by or for the benefit of Seller pursuant to this Agreement,

(b) any failure by Seller to perform or observe in full, or to have performed or observed in full, any covenant, agreement, or condition to be performed or observed by Seller under this Agreement,

(c) all debts, liabilities and obligations of Seller, whether individual or joint, whether accrued, absolute, contingent, known, unknown, or otherwise.

The remedies provided in this Section 11 will not be exclusive of or limit any other remedies that may be available to Purchaser or the other Indemnified Persons.

12. Additional Covenants of Purchaser.

Purchaser covenants and agrees that within ten (10) days after the Closing Date, it will give notice to the United States Patent and Trademark Office that Purchaser has entered into an agreement which no longer limits Purchaser's **TWO MEN AND A TRUCK**® Registration Nos. 1,953,964 and 2,020,083 from being used in the State of Georgia. Purchaser and Seller acknowledge that such notice will not have the legal effect of granting federal service mark status to the **TWO MEN AND A TRUCK**® service mark in the state of Georgia. The parties understand and acknowledge that such federal service mark status may occur only if: (1) all parties to the Concurrent Use Settlement Agreement referenced in paragraph 5(b), above, execute an agreement stipulating to Purchaser's right to said federal service mark for the State of Georgia and the United States Patent Office subsequently grants a certificate therefore, or (2) Purchaser files a new application for a federal service mark for the State of Georgia and the United States Patent Office subsequently grants a certificate therefore.

13. Severability. In the event any provision or portion of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or

unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if delivered or mailed, via prepaid certified mail (return receipt requested), to the parties at the following addresses:

If to Purchaser, to:

TWO MEN AND A TRUCK./INTERNATIONAL, Inc.

2152 Commons Parkway
Okemos, Michigan, 48864
Attn: Melanie L. Bergeron

with a copy to:

Steven Raymond, Esq.
May, Simpson & Strote
100 West Long Lake Road
Suite 200
Bloomfield Hills, Michigan 48304

If to Seller, to:

Richard E. McBee
3250 Cahaba Heights Road
Birmingham, Alabama 35243

with a copy to:

Michael S. Denniston, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203

15. Costs. Purchaser and Seller shall pay their own costs and expenses (including, without limitation, the fees and expenses of their counsel, auditors and accountants and any finders' fees) incidental to the preparation and carrying out of the transactions contemplated by this Agreement.

16. Survival of Representations and Warranties. The representations and warranties contained herein shall survive the Closing Date and any investigation by the parties with respect thereto, and will thus continue in full force and effect on and after the Closing Date.

17. Caption. The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

18. Person. The term "person" as used herein shall include any individual, firm, partnership, association, corporation, limited liability corporation, company, trust, business trust, government body, or other entity.

19. Miscellaneous. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. This Agreement shall be deemed to have incorporated by reference all of the schedules and exhibits referred to herein to the same extent as if such schedules and exhibits were fully set forth herein, and the Agreement, schedules and exhibits hereto represent the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior agreements and understandings between the parties with respect to that subject matter. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

20. Assignability. Purchaser and Seller each may assign their respective rights, in part or in whole, under this Agreement only upon the prior written consent of the other party, which consent shall not be unreasonably withheld. The parties acknowledge that if Purchaser proposes to assign its rights under this Agreement in conjunction with the sale or assignment of substantially all of Purchaser's other assets to a party financially able to purchase the assets, then it would be unreasonable for Seller to withhold his consent. If Purchaser assigns its rights, Purchaser shall delegate the corresponding obligations and the assignee shall be liable to Seller to pay the sums due under this Agreement, and the Purchaser's obligations shall remain only to the extent that Purchaser continues to receive royalties or other income generated from use of the **TWO MEN AND A TRUCK** service mark in the State of Georgia. This Agreement shall inure to the benefit of and be binding upon their permitted successors and assigns.

21. Amendment and Waiver. This Agreement may not be amended or modified except by a written instrument executed by the parties.

22. Further Assurances. Seller shall cooperate with and assist Purchaser with the transfer of all the rights, title, and interests in the Purchased Assets under this Agreement and take all other actions to assure that all the rights, title, and interests in the Purchased Assets have been transferred to Purchaser. From time to time after the Closing, Seller and Purchaser must, at the request of the other, execute and deliver such additional documents and instruments that the requesting party requests as necessary, appropriate, convenient, useful or desirable to effectively carry out the intent of this Agreement.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to principles governing conflicts of law.

24. Jurisdiction, Venue and Disputes. In the event of any dispute arising out of or relating to this Agreement, the parties agree that the sole and exclusive jurisdiction in which any such dispute shall be resolved are the state or federal courts in and for the Northern District of the

State of Georgia and that the parties consent to the venue of such courts and hereby waive any objection to the venue of such courts. The prevailing party in any such dispute shall be awarded its attorneys' fees, costs and expenses incurred in the prosecution or defense of such suit.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this 18th day of August, 2000.

SELLER:



Richard E. McBee

PURCHASER:

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.

By:



Melanie L. Bergeron, President

SCHEDULE 1.5
ASSUMED CONTRACTS

Concurrent Use Settlement Agreement made and entered into between and among Two Men and A Truck/International, Inc., Moving Men and Joleen Michalowicz as of May 23, 1995.

Settlement Agreement made and entered into between and among Two Men and a Truck/USA, Inc., Mary Ellen Sleets, Melanie Sorber, Two Men and a Truck/Greater Atlanta, Inc., Russell Scott, Jamie Scott, Moving Men and Stooksbury, effective as of November 11, 1992.

SCHEDULE 1.6
OTHER PURCHASED ASSET

None.

SCHEDULE 5(c)
TAXES

None.

SCHEDULE 5(d)
USE OF SERVICE MARK

To the best of Seller's knowledge, information, and belief, Michael Ray Stooksbury, Two Men and a Truck, Inc., or The Moving Men, Inc. previously had granted a license to use the Service Mark to Kelly Ray Stooksbury. Such license was revoked and surrendered to the grantors by a written instrument effective November 8, 1998.

**SCHEDULE 5(f)
LITIGATION**

No litigation.

EXHIBIT 7(b)
BILL OF SALE

STATE OF MICHIGAN)
)
COUNTY OF INGHAM)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to that certain Asset Purchase Agreement between **TWO MEN AND A TRUCK./INTERNATIONAL, Inc.**, a Michigan corporation ("Purchaser"), and Richard E. McBee, an individual resident of Alabama, ("Seller"), made on the date set forth below (the "Agreement"), Seller, for valuable consideration paid to it by Purchaser, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer, assign, set over and deliver to Purchaser, all of the assets (personal, tangible and intangible) listed on Exhibit "A" hereto and owned by Seller as of the Closing Date (the "Purchased Assets").

TO HAVE AND TO HOLD the same unto Purchaser, his successors and assigns, forever.

Seller covenants with Buyer as follows:


1. Seller is the lawful owner of the property and assets hereby conveyed, with good title, power, and authority to sell, assign, transfer and convey the same.
2. The property and assets hereby conveyed are free and clear from any and all claims, defects in title, liens, lawsuits and encumbrances whatsoever, except for accrued but not yet due and payable ad valorem taxes.
3. Seller will warrant and defend title to the property and assets hereby conveyed against any and all parties making claim thereto as a result of alleged rights that predate Seller's rights herein conveyed.

Unless otherwise indicated, capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Agreement. This Bill of Sale shall be subject to the terms and conditions of the Agreement. In the event of any conflict or inconsistency between the terms of this Bill of Sale and the Agreement, the terms of the Agreement shall govern.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the 18th day of August, 2000.

SELLER:

RICHARD E. McBEE


Richard E. McBee

STATE OF MICHIGAN)
)
INGHAM COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard E. McBee, whose name is signed to the foregoing Bill of Sale and who is known to me, acknowledged before me on this day that, being informed of the contents of the Bill of Sale, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 18th day of August, 2000.

Suzanne McIntosh
Notary Public
My commission expires: 2/27/04

[NOTARIAL SEAL]

SUZANNE MCINTOSH
NOTARY PUBLIC - SHARONSBEE COUNTY, MI
ACTING IN INGHAM COUNTY
MY COMMISSION EXP. 02/27/04

EXHIBIT "A" TO BILL OF SALE

The service marks **TWO MEN AND A TRUCK, TWO MEN AND A TRUCK, INC.** and the corporate name **Two Men and a Truck, Inc.**, together with the goodwill of the business symbolized by such names and marks.

SCHEDULE 7(c)
ASSIGNMENT OF SERVICE MARK

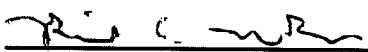
Richard E. McBee, an individual resident of the State of Alabama (the "Assignor") is the owner, by assignment of the corporate name and the service marks TWO MEN AND A TRUCK and TWO MEN AND A TRUCK, INC. (hereinafter, the "Marks") in the State of Georgia, subject to a Concurrent Use Settlement Agreement made and entered into between and among Two Men and A Truck/International, Inc., The Moving Men, Inc. and Joleen Michalowicz as of May 23, 1995, respecting the mark **TWO MEN AND A TRUCK**, as registered on the Principal Register of the United States Patent and Trademark Office, Reg. Nos. 1,953,964 and 2,020,083.

TWO MEN AND A TRUCK/INTERNATIONAL, Inc., a Michigan Corporation ("Assignee"), is desirous of acquiring such Marks, subject to the Settlement Agreements.

NOW THEREFORE, on this the 18th day of August, 2000, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby convey, assign and transfer to Assignee all of his right, title, and interest in and to the Marks described herein, together with the goodwill of the business symbolized by such Marks.

ASSIGNOR:

RICHARD E. McBEE



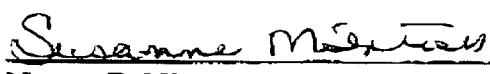
Richard E. McBee

STATE OF MICHIGAN)

INGHAM COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard E. McBee, whose name is signed to the foregoing Assignment of Service Marks and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment of Service Marks, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 18th day of August, 2000.



Notary Public

My commission expires: 2/27/01

[NOTARIAL SEAL]

SUSANNE MCINTOSH
NOTARY PUBLIC - GRADUATE COUNTY, MI
ACTING IN INGHAM COUNTY
MY COMMISSION EXP 02/27/01