

02-26-2001



101620185

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2-16-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

75599603

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

02/23/2001 GTON11 00000297 75599603

01 FC:481
02 FC:482

40.00 OP
125.00 OP

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75599603"/>	<input type="text" value="75603980"/>	<input type="text" value="75609912"/>	<input type="text" value="1708680"/>	<input type="text" value="1796087"/>	<input type="text" value="2409923"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: * Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

* Snell & Wilmer
check no. 281447

Deposit Account Number: #
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Shahpar Shahpar
~~Daniel J. Noblitt~~

S. Shahpar

February 14, 2001

Name of Person Signing

Signature

Date Signed

ARTICLES OF AMENDMENT AND MERGER
 OF
 RENTAL SERVICE CORPORATION
 a Delaware Corporation
 and
 PRIME SERVICE, INC.
 a Delaware Corporation
 into
 RENTAL SERVICE CORPORATION USA, INC.
 an Arizona Corporation

The undersigned corporations adopt the following Articles of Amendment and Merger for the purpose of merging Rental Service Corporation, a Delaware corporation, and Prime Service, Inc., a Delaware Corporation (each a "Merging Corporation" and together, the "Merging Corporations"), into Rental Service Corporation USA, Inc., an Arizona corporation ("Surviving Corporation"). The Merging Corporations and the Surviving Corporation shall hereinafter be referred to collectively as the "Constituent Corporations."

FIRST: The merger shall be effected pursuant to the terms of the Plan and Agreement of Merger (the "Plan of Merger") attached hereto as Exhibit A.

SECOND: The names of the Constituent Corporations and their respective jurisdictions of incorporation are:

<u>Name of Corporation</u>	<u>Jurisdiction of Incorporation</u>
Rental Service Corporation	Delaware
Prime Service, Inc.	Delaware
Rental Service Corporation USA, Inc.	Arizona

THIRD: The name and address of the known place of business of the Surviving Corporation is Rental Service Corporation USA, Inc., 6929 East Greenway Parkway, #200, Scottsdale, AZ 85254. The name and address of the statutory agent of the Surviving Corporation is CT Corporation System 3225 North Central Avenue, Phoenix, AZ 85012.

FOURTH: Article First of the Articles of Incorporation of the Surviving Corporation is amended to read as follows:

"The name of the corporation is Rental Service Corporation."

FIFTH: As to each Constituent Corporation, the designation and the number of shares outstanding and entitled to vote on the Plan of Merger are as follows:

Name of Corporation	Designation of Each Class or Series of Shares	Number of Shares Outstanding in Each Class or Series	Number of Shares Entitled to Vote in Each Class or Series
Rental Service Corporation	Common Stock	1,000	1,000
Prime Service, Inc.	Common Stock	100	100
Rental Service Corporation USA, Inc.	Common Stock	1,000	1,000

SIXTH: As to each Constituent Corporation, the total number of shares voted for and against the Plan of Merger are as follows:

Name of Corporation	Designation of Each Class or Series of Shares	Total Voted in Each Class or Series For	Total Voted in Each Class or Series Against
Rental Service Corporation	Common Stock	1,000	0
Prime Service, Inc.	Common Stock	100	0
Rental Service Corporation USA, Inc.	Common Stock	1,000	0

SEVENTH: As to each Constituent Corporation, the number of votes cast for the Plan of Merger by each class or series of shares entitled to vote thereon was sufficient for approval by that class or series.

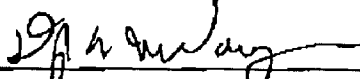
EIGHTH: The Merger is permitted by the law of the states under whose law each of the Merging Corporations is incorporated, and each of the Merging Corporations has complied with that law in effecting the Merger.

NINTH: The Merger will be effective as of 12:01 a.m. mountain standard time, January 1, 2001.

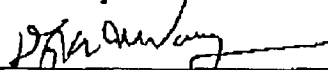
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IN WITNESS WHEREOF, the parties to the merger have caused these Articles of Amendment Merger to be executed in their respective corporate names by their duly authorized officers as of December 15, 2000.

RENTAL SERVICE CORPORATION USA,
INC., an Arizona corporation

By: 
Name: Douglas A. Waugaman
Its: President

RENTAL SERVICE CORPORATION, a
Delaware corporation

By: 
Name: Douglas A. Waugaman
Its: President

PRIME SERVICE, INC., a Delaware
corporation


By: 
Name: Thomas Bennett
Its: Chief Executive Officer

Exhibit A

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Plan of Merger") sets forth the terms and conditions for the merger (the "Merger") of Rental Service Corporation, a Delaware corporation, and Prime Service, Inc., a Delaware Corporation (each a "Merging Corporation" and together, the "Merging Corporations"), into Rental Service Corporation USA, Inc., an Arizona corporation ("Surviving Corporation") and, together with the Merging Corporations, the "Constituent Corporations".

1. The Merger; Effects of the Merger. On the Effective Date (as defined below), the Merging Corporations will be merged with and into the Surviving Corporation in accordance with, and with the effect provided in, Section 10-1106 of the Arizona Revised Statutes; the separate existence of the Merging Corporations will cease; the Surviving Corporation will continue in existence as an Arizona corporation and will succeed to all of the rights, privileges, immunities, and properties of the Merging Corporations; and the Surviving Corporation will be responsible and liable for all of the debts, liabilities, and obligations of the Merging Corporations. Without limiting the foregoing, on and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations; and all property, real, personal, and mixed, and all and every other interest belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation and shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested, by deed or otherwise, in any of the Constituent Corporations shall not revert or be in any way impaired, but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities, and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts and liabilities had been incurred by it. Any action or proceeding, whether civil, criminal, or administrative, pending by or against any of the Constituent Corporation may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted as a party in such action or proceeding in place of any Constituent Corporation.

2. Effective Date of the Merger. The Merger will be effective as of 12:01 a.m. mountain standard time, January 1, 2001 (the "Effective Date").

3. Articles of Incorporation. From and after the Effective Date, the Articles of Incorporation of Surviving Corporation, as amended herein shall be the Articles of Incorporation of Surviving Corporation, until altered, amended, or repealed in accordance with the laws of the State of Arizona.

Article First of the Articles of Incorporation is amended to read as follows:

"The name of the corporation is Rental Service Corporation."

4. Bylaws. From and after the Effective Date, the Bylaws of Surviving Corporation, as amended herein, shall be the Bylaws of the Surviving Corporation, until altered, amended, or repealed according to the provisions thereof and applicable law.

The first sentence of Section 4.02 of the Bylaws is amended in its entirety to read as follows:

"Unless otherwise provided in the Articles of Incorporation, the authorized number of directors shall be not less than one (1) nor more than nine (9)."

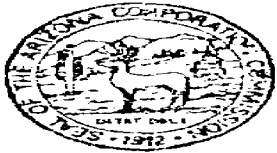
5. Conversion of Stock of Merging Corporations. At the Effective Date, by virtue of the Merger, the issued and outstanding shares of common stock of each of the Merging Corporations shall not be converted in any manner, but each share which is issued as of the Effective Date shall be surrendered and extinguished.

6. Further Assurances. If at any time after the Effective Date, the Surviving Corporation deems it necessary or advisable that any further assignments or assurances in law are required to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, title to, and possession of, any property or right of the Merging Corporations acquired or to be acquired as a result of the Merger, the Surviving Corporation and its proper officers and directors shall execute and deliver any deed, assignment, or other document and take any such other action as may be required and such proper officers and directors are fully authorized in the name and on behalf of the Merging Corporations or otherwise to take any and all such action.

7. Termination. This Plan of Merger may be terminated and the Merger may be abandoned by mutual consent of the respective Boards of Directors of the Constituent Corporations at any time prior to the Effective Date.

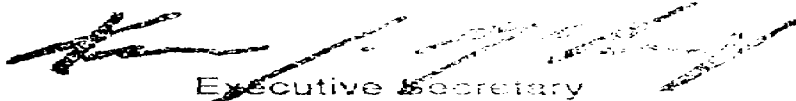
8. Amendment. This Plan of Merger may be amended by the parties hereto by action taken or authorized by their respective Boards of Directors at any time before or after approval of the matters presented in connection with the Merger by the shareholders of the Constituent Corporations. This Plan of Merger may not be amended except by an instrument in writing signed on behalf of all of the parties hereto.

9. Headings. The headings in this Plan of Merger are inserted for convenience only and shall not constitute a part hereof.



STATE OF ARIZONA
CORPORATION COMMISSION

I hereby certify this to be a true
and complete copy of the document filed
in this office and admitted to record in
File No. 08511003


Executive Secretary

Dated: 1-2-2001 By: Letty Jenkins

AZ. CORP. COMMISSION
DELIVERED
0851100-3
DEC 15 2000

FILED BY RATIB NAJIC
TERM _____
DATE 12-15-00

EFF. DATE: January 1, 2001

ARTICLES OF AMENDMENT AND MERGER

OF

RENTAL SERVICE CORPORATION (F-0761947-8)

AND

PRIME SERVICE, INC.(F-0821983-9)

MERGING INTO

RENTAL SERVICE CORPORATION USA, INC.(0851100-3)-SURVIVOR

(Change name to: RENTAL SERVICE CORPORATION)