

05-24-2001



101730791

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

RE

5-17-01 RE

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

Submission Type

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

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- 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/IAKAITA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington D.C. 20503. See OMB Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS

ADDRESS. 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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,881,034"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**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

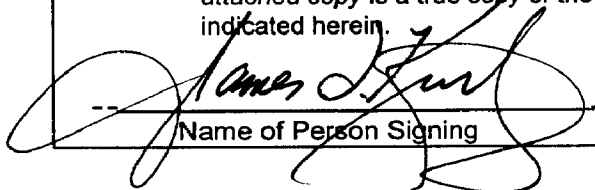
(Enter for payment by deposit account or if additional fees can be charged to the account.)

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.

  
Name of Person Signing

James L. Kurtz  
Signature

5/14/01  
Date Signed

02-16-2001



101614277

LAW OFFICES

D

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February 8, 2001

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231



02-08-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #70

2-8-01

Re: Rentacrate  
Registration No. 1,881,034  
Registered February 28, 1995

Dear Sir/Madam:

Pursuant to an Agreement dated April 25, 1994 (Exhibit A), the Registrant was granted the "perpetual" right to use the mark "RENTACRATE" (See Paragraph 4B of Exhibit A). Such perpetual right is identical to an assignment of the mark "RENTACRATE". Also, the United Kingdom company (Rentacrate Limited) is no longer in business (Exhibit B). Thus, United States company, Rentacrate Incorporated is the owner of Registration No. 1,881,034. Please record the Agreement dated April 25, 1994 (Exhibit A) to reflect the ownership of Registration No. 1,881,034 is Rentacrate Incorporated.

Enclosed is a check in the amount of \$40.00 to cover the recording fee. If there are any additional charges, please charge Deposit Account No. 12-0400.

Very truly yours,

James L. Kurtz

JLK/sls

encl.

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TRADEMARK  
REEL: 002301 FRAME: 0869

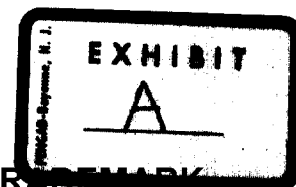
**AGREEMENT**

THIS AGREEMENT dated as of the 25<sup>th</sup> day of April, 1994 by and among Michael Shanley ("Shanley"), Hays Holdings Limited, a United Kingdom corporation ("HHL"), Hays Rentacrate (USA), Inc., a Delaware corporation ("Rentacrate (USA)") and Hays plc, a United Kingdom corporation ("Hays").

WHEREAS, Shanley owns 250 shares of the Common Stock of Rentacrate (USA), representing 25% of its issued and outstanding stock, and HHL owns 750 shares of Common Stock of Rentacrate (USA), representing 75% of its issued and outstanding stock;

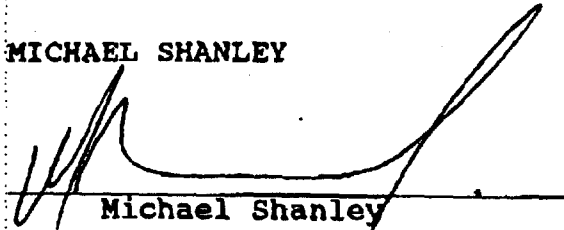
WHEREAS, Shanley desires to acquire all of the 750 shares of Rentacrate (USA) Common Stock owned by HHL (the "Shares") on the terms and conditions hereinafter set forth, and HHL desires to sell the Shares to Shanley on such terms; and

WHEREAS, in connection with the sale of the Shares, the parties desire to make certain further agreements concerning (i) use of the tradename "Rentacrate" and discontinuance of use of the word "Hays" by Rentacrate (USA) and Shanley, (ii) limitations on competition between Hays and its subsidiaries and Rentacrate (USA) and Shanley, and (iii) financial obligations of Rentacrate (USA) to Hays and its subsidiaries, all as more fully set forth herein;

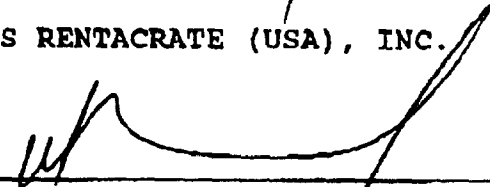


IN WITNESS WHEREOF, the parties have executed this Agreement  
as of the date set forth above.


MICHAEL SHANLEY

  
Michael Shanley

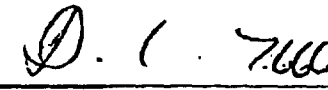
HAYS RENTACRATE (USA), INC.

By:   
Title: M.A. SHANLEY, PRESIDENT

HAYS HOLDINGS LIMITED

By:   
Title: Director

HAYS PLC

By:   
Title: DIRECTOR

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follow:

1. Sale of Shares.

A. At the Closing, (as defined in Section 2), HHL shall sell and transfer the Shares to Shanley for an aggregate purchase price of 26,000 Pounds Sterling (£ 26,000) (the "Purchase Price").

B. The Purchase Price shall be paid by Shanley in installments as follows:

(i) 8,668 Pounds Sterling (£ 8,668) at the Closing;

(ii) 8,667 Pounds Sterling (£ 8,667) on January 1, 1995;

and

(iii) 8,665 Pounds Sterling (£ 8,665) on January 1, 1996.

In the event that Shanley shall fail to make payment in full of any installment of the Purchase Price within fifteen (15) days after the due date thereof, HHL may, in its sole discretion, upon written notice to Shanley, declare the entire unpaid amount of the Purchase Price immediately due and payable.

2. Closing.

A. The closing of the sale of the Shares (the "Closing") shall occur on April 26, 1994 at the offices of Mudge Rose Guthrie Alexander & Ferdon, Morris Corporate Center Two, One Upper Pond Road, Building D, Parsippany, NJ 07054 (or such other time and place as the parties may agree).

B. At the Closing, (i) HHL shall deliver to Shanley a stock certificate representing its ownership of the Shares duly endorsed in blank, (ii) Shanley shall deliver to HHL a certified or

official bank check in the amount of 8,668 Pounds Sterling (£ 8,668) and (iii) Hays and HHL shall cause to be delivered to Shanley (a) the corporate minute book of Rentacrate (USA) and (b) resignations, dated as of the Closing, of all employees of Hays or its subsidiaries (other than Shanley) as directors or officers of Rentacrate (USA).

3. Discontinuance of Use of Hays Name. Promptly following the Closing, Shanley shall cause Rentacrate (USA) to take all necessary corporate action to change its corporate name to "Rentacrate, Inc." or another name that does not include the word "Hays," and Shanley and Rentacrate (USA) shall discontinue all use of the word "Hays" in connection with their business activities. Shanley shall cause to be delivered to Hays a copy of a duly adopted amendment to the Certificate of Incorporation of Rentacrate (USA), certified by the Secretary of State of the State of Delaware, effecting the change of its name to "Rentacrate, Inc." or another name that does not include the word "Hays".

4. Use of Rentacrate Name.

A. Shanley and Rentacrate (USA) acknowledge that the name "Rentacrate" is a valuable tradename that is the property of Hays and its subsidiaries. Shanley and Rentacrate (USA) agree not to use the name "Rentacrate", or any confusingly similar tradename, in connection with their business activities except as expressly permitted pursuant to the license granted to them pursuant to Section 4.B. hereof.

B. Subject to Section 4(D) hereof, Hays, on behalf of itself and its subsidiaries, hereby grants Shanley and Rentacrate (USA) the perpetual, royalty-free right and license to use the name "Rentacrate" only in connection with the business of renting reusable moving containers and related products such as dollies and carts and the sale of moving labels and similar disposable products (the "Business") and only in the Territory (as defined hereinbelow). Shanley and Rentacrate (USA) agree not to use the word "Rentacrate," or any confusingly similar tradename, at any time in connection with any business activities other than the conduct of the Business within the Territory. If Shanley or Rentacrate (USA) shall at any time engage in the Business outside the Territory, they will do so utilizing a name other than Rentacrate, or any confusingly similar tradename.

C. The term "Territory" shall mean and include all of the United States of America and Canada.

D. In the event that Shanley shall fail to pay any portion of the Purchase Price, when due, and such default shall continue for a period of fifteen (15) days after written notice and demand for payment by Hays, Hays shall have the right, in addition to any other remedies that may be available to Hays or HHL, to revoke the license to use the name "Rentacrate" granted pursuant to Section 4(B) forthwith upon written notice to Shanley and Rentacrate (USA).



5. Noncompetition.

A. For a period of two (2) years following the Closing, (i) Hays and its subsidiaries shall not, directly or indirectly, engage in the Business within the Territory or have any direct or indirect financial interest in any person or entity so engaged and (ii) Shanley and Rentacrate (USA) shall not, directly or indirectly, engage in the Business within Europe or have any direct or indirect financial interest in any person or entity so engaged.

B. The provisions of Section 5.A. shall not prohibit any party hereto from acquiring a company that is engaged in the Business but is primarily engaged in one or more other businesses and from continuing the Business conducted by such acquired company in substantially the same manner and in the same location or locations as such Business was conducted by the acquired company immediately prior to its acquisition by such party.

C. The parties hereto stipulate and agree that the restrictions contained in this Section 5 are reasonable in all respects, including any time periods and geographical coverage, in the context of the transactions contemplated hereby.

6. Financial Obligations of Rentacrate (USA) and Shanley.

A. Shanley hereby represents and warrants that all indebtedness of Rentacrate (USA) to Bay Bank Boston has been repaid and Hays, on behalf of itself and its subsidiaries, hereby releases Shanley from any obligation to Hays or any of its subsidiaries in respect thereof. Amounts paid to Bay Bank Boston by Shanley, HHL

or its predecessor in respect of such indebtedness shall be treated as capital contributions by such parties to Rentacrate (USA).

B. Hays, on behalf of itself and its subsidiaries, hereby releases Shanley and Rentacrate (USA) from any liability to Hays or any of its subsidiaries in respect of the purchase price of containers or other products purchased by Rentacrate (USA) from Hays or any of its subsidiaries prior to the date hereof for which payment has not been made by or on behalf of Rentacrate (USA). The release of liabilities of Rentacrate (USA) by Hays and its subsidiaries pursuant to this subparagraph, shall be treated as a capital contribution to Rentacrate (USA) by HHL or its predecessor.

C. Shanley hereby represents and warrants that no financial obligations exist in respect of the business of Rentacrate (USA) as to which Hays or any of its subsidiaries is or may be liable, as guarantor or otherwise, and Shanley hereby agrees to indemnify and hold Hays and each of its subsidiaries harmless in respect of any and all obligations, liabilities or claims with respect to the business of Rentacrate (USA), whether arising prior or subsequent to the date hereof.

7. Further Assurances. The parties hereto agree to take such further actions and execute such further documents as may be necessary or appropriate from time to time to carry out the purpose and intent of the provisions of this Agreement.

8. Severability. Each and every provision, including without limitation, a term or terms contained within a section of this Agreement shall be considered severable and, in the event any

court of competent jurisdiction finds any provision or term to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision or term herein, but such provision or term shall be deemed deleted, and such deletion shall not affect the other provisions and terms. In addition, if any one or more of the terms contained in Section 5 shall for any reason be held to be excessively broad with regard to time, duration, geographic scope or activity, that provision or term shall be construed in a manner to enable it to be enforced to the maximum extent compatible with applicable law.

9. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Non-Waiver. The failure of any party at any time to require performance or compliance by another party of any of its rights, obligations or agreements hereunder shall in no way affect the right to require such performance or compliance at any time thereafter and shall not be construed as a waiver or relinquishment of any such rights, obligations, or agreements.

11. Headings. Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12. Governing Law. This Agreement and the rights and responsibilities hereto shall be construed and interpreted in accordance with the law of the State of Delaware.

13. Notices. All written notices which are required or permitted under this Agreement shall be deemed to have been given when personally delivered or mailed by ordinary mail to the other party at the following addresses:

if to Shanley or Rentacrate (USA): Mr. Michael Shanley  
Rentacrate Incorporated  
144 Moody Street  
Building 15  
Waltham, MA 02154-5352  
U.S.A.

if to HHL or Hays:

Hays plc  
Hays House  
Millmead  
Guildford  
Surrey GU2 5HJ  
United Kingdom  
Attention: Stephen Charnock  
Deputy Secretary

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

15. Entire Agreement. This Agreement supersedes any other agreements and embodies the entire understanding of the parties with regard to the subject matter hereof. This Agreement may not be amended, supplemented, or modified except by a written document signed by all parties.