

09-06-2001

To the Honorable Commissioner



Record the attached original documents or

101834750

Name of conveying party(ies):
Redon Inc.
6267 Dupont Station Court
Jacksonville, Florida 32217

9-23 01

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

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

2. Name and address of receiving party:

Name Transport International Pool, Inc
Internal Address:
Street Address: 426 West Lancaster Avenue
City: Devon State: PA Zip: 19333

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



08-23-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #77

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) & addresses attached?
 Yes No

3. Nature of conveyance:

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

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s).
1992677

Additional Numbers attached? Yes No

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

Name: John J. Devenny

Internal Address: General Electric Company
Street Address: 3135 Easton Turnpike
City: Fairfield State: CT Zip: 06431

6. Total number of applications and
registrations involved:.....1

7. Total fee (37 CFR 3.41) \$ 40

Enclosed
 Authorized to be charged to deposit
account (Authorized to charge any additional fees)

8. Deposit account number:

070875

(Attach duplicate copy of this page if paying by
deposit account)

09/05/2001 DBYRNE 00000174 070875 1992677
01 FC:581 40.00 CH

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REEL: 002362 FRAME: 0045

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.

Name of Person Signing John J. Devenny
Total number of pages comprising cover sheet: 2

Signature  Date: August 23, 2001

OMB No. 0651-0011

Assignment Form

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is dated as of August 2, 1999, by and between Transport International Pool, Inc., a Pennsylvania corporation with offices at 426 West Lancaster Avenue, Devon, Pennsylvania 19333 ("Buyer") and Redon, Inc., a Delaware corporation with offices at 6267 DuPont Station Court, Jacksonville, Florida, 32217 ("Seller"). Ralph E. Chambers and Dorothy B. Chambers, the principal shareholders of Seller (together, the "Principal Shareholders") join in this Agreement for the purpose of making and agreeing to the representations, warranties, covenants and agreements of Seller or such shareholders in Sections 4, 6.2, 7.3, 11 and 13.10 hereof and related provisions of this Agreement. Each of Michael E. Chambers, Mark A. Chambers, Matthew E. Chambers and Judith C. Lewis, who are additional shareholders of Seller (together, the "Additional Shareholders"), join in this Agreement for the purpose of making and agreeing to the representations, warranties, covenants and agreements of such shareholders in Sections 6.2, 7.3, 11 and 13.10 hereof.

WHEREAS, Seller owns certain assets and properties used in the conduct of Seller's intermodal trailer management, rental and servicing business;

WHEREAS, Buyer and Seller desire to enter into this Agreement pursuant to which Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller substantially all of the assets, rights and the Business of Seller.

NOW, THEREFORE, in consideration of the premises and of the respective representations, warranties, covenants, agreements and conditions contained herein, and intending to be legally bound, Buyer and Seller hereby agree as follows:

1. **Definitions.** Each reference in this Agreement to:

"**Ancillary Documents**" shall mean all agreements (other than this Agreement), certificates and other documents being executed and delivered by a party hereto at or prior to Closing in connection with the transactions contemplated hereby.

"**Assets**" shall have the meaning set forth in Section 2.1 hereof, as modified by Sections 2.2 and 2.3 hereof.

"**Authorization**" shall mean any franchise, license, registration, permit, consent, approval, variance, permission, waiver, authorization or other similar item, whether governmental, regulatory or otherwise.

"**BNSF**" shall mean Burlington Northern SantaFe Railroad.

"**BNSF Lease**" shall mean the BNSF Equipment Lease dated October 1, 1997.

Act (42 U.S.C. §§ 7401 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. 11001 et seq.), the Safe Drinking Water Act (42 U.S.C. §§ 300(f) et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Oil Pollution Control Act of 1990 (33 U.S.C. §§ 2701 et seq.) and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as such laws have been and hereafter may be enacted, adopted, amended or supplemented, and any analogous present or future federal, state, local or foreign laws, and all rules, orders, regulations and requirements promulgated pursuant to any of such federal, state, local or foreign laws, and any other cause of action relating to the environment, natural resources, safety, health or the management of Hazardous Substances.

"Excluded Assets" shall have the meaning set forth in Section 2.2 hereof.

"Finance Agreement" shall mean any TRAC, capitalized or finance lease, installment sale, secured loan or similar transaction with respect to the Business in which or to which Seller is a lessee, installment purchaser, borrower or otherwise the party making payments under such transaction.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

"Hazardous Substances" shall mean those substances, whether waste materials, raw materials, finished products, coproducts, byproducts or any other materials or articles which (during use, handling, process, storage, emission, disposal, spill, release or any other activity) are regulated by, form the basis of liability under, or are defined as hazardous, extremely hazardous or toxic under, any law related to the protection of the environment, including, without limitation, petroleum or any byproducts or fractions thereof, radioactive substances, infectious agents, explosives, flammables, pollutants, corrosives or contaminants or any other material or substance which constitutes a health, safety or environmental hazard to any person, property or natural resource.

"Indemnitee" shall mean the person seeking indemnification pursuant to Section 11 hereof.

"Indemnitor" shall mean the person from whom indemnification is sought pursuant to Section 11 hereof.

"Instruments of Transfer" shall mean bills of sale, assignments (including, without limitation, lock-box assignments or other assignments of mechanisms for receipt of payments), endorsements and other instruments and documents, satisfactory in form and substance to Buyer and its counsel.

* **"Intellectual Properties"** shall mean all intellectual property rights used in connection with Business, including without limitation Seller's corporate name, logo, trademark and trade

name used by Seller in the Business, whether or not patentable or registrable or registered, and all associated goodwill. Intellectual Properties shall not include any computer software.

"Interchange Agreement" shall mean an agreement between Seller and a third party pursuant to which possession and control of Units are interchanged as such term is generally used in intermodal business.

"Knowledge of Buyer" shall mean the actual knowledge based on a reasonable investigation, information or belief, as appropriate to the context of the statement in which the term is used, of Marc L. Frohman.

"Knowledge of Seller" and each phrase having equivalent meaning (e.g., "known to Seller") shall mean the actual knowledge based on a reasonable investigation, information or belief, as appropriate to the context of the statement in which the term is used, of any Principal Shareholder or William O. Birchfield, III, Redon's Chief Financial Officer.

"LaSalle TRAC Leases" shall mean those certain LaSalle National Bank TRAC leases identified on Schedule 4.5(a) hereto.

"Laws" shall mean each and all federal, state, local, foreign and other laws, statutes, ordinances, rules and regulations and decrees and orders of each and all courts, governmental, public and self-regulatory bodies, agencies and other authorities.

"Lease Agreement" shall mean any short-term or long term operating lease agreement with respect to any of the Units in which or to which Seller is a lessor. Lease Agreements shall not include Interchange Agreements.

"Leased Properties" shall mean Seller's leased Real Properties at 6267 DuPont Station Court, Jacksonville, Florida 32217, 850 W. 45th Street, Chicago, Illinois 60609, 1400 W. 44th Street, Chicago, Illinois 60609; 3200 S. Damen Avenue, Chicago, Illinois; and 200 S. Frontage Road, Suite 210, Burr Ridge, Illinois 60521.

"Leased Unit" shall mean any Redon Unit with respect to which Seller is a lessor, installment seller or lender or that is otherwise the subject of a Lease Agreement.

"Litigation" shall mean each and all suits, other actions or legal proceedings, claims, disputes, arbitrations, investigations and inquiries.

"Losses" shall mean any and all demands, claims, losses, liabilities, actions or causes of action, assessments, judgments, settlement payments, damages, fines, penalties, costs and expenses (including, without limitation, interest which may be imposed in connection therewith, reasonable fees and disbursements of counsel and other experts, and the costs to the Indemnitee of any funds expended by reason of any of the events specified herein).

"Real Properties" shall mean all real property owned or leased by Seller and used or held for use in connection with the Business at any time.

"Redon Units" shall mean all intermodal trailers and other intermodal equipment owned by Seller or leased to Seller pursuant to a TRAC lease, finance lease or other capitalized lease.

"Seller Group" shall mean Seller and Seller's affiliates (including the Redon General Partnership identified on Schedule 4.19) and their respective officers, directors, employees, members, shareholders, partners, agents and representatives and any person claiming by or through any of them.

"Taxes" shall mean any and all federal, state, local, foreign and other taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions (including, without limitation, all income tax, unemployment compensation, social security, payroll, sales and use, excise, privilege, real, personal and other property, ad valorem, franchise, license, school and any other tax or similar governmental charge or imposition under laws of the United States or any state or municipal or political subdivision thereof or any foreign country or political subdivision thereof).

"Transaction" shall mean the transaction contemplated by this Agreement.

"Units" shall mean the Redon Units and the Managed Units together.

"Updated Schedules" shall mean updated schedules which bring the Schedules current and accurate as of the Closing Date (including, without limitation, Schedules 2.2(c), 2.4, 2.7(a), 2.7(b), 4.5(a) and 11.1 hereto, which may not be provided simultaneously with the signing hereof but which will be provided at Closing) or, with respect to Schedules 2.7(a) and 2.7(b), within three (3) business days following the Closing Date.

"Vehicle Purchase Price" shall mean the specific purchase price for Redon Units, as described by classification, as set forth in Schedules 2.4 and 4.5(a).

2.

Transfer of Assets.

2.1 Sale and Purchase of Assets. At Closing, on the terms and subject to the conditions set forth in this Agreement, Seller shall, or shall cause each member of the Seller Group to, sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller (or, as the case may be, from a member of the Seller Group), free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest of Seller (or relevant member of the Seller Group) in and to all of the inventory, machinery and equipment, Redon Units, Lease Agreements, Management Agreements, Interchange Agreements, the LaSalle TRAC Leases, vehicles, wheels, axles, tires, the Business (as a going concern), all of Seller's

rights (or relevant member of the Seller Group's) and benefits under contracts relating to the Business (including, without limitation all rights to telephone numbers of the Business), all Books and Records, all Intellectual Properties, all current and historical customer lists and copies thereof, all computer programs, software and databases, cash flow streams (except for account receivables relating to the period prior to the Cut-Off Time) and other materials, supplies and assets, wherever located, used or held for use by Seller (or relevant member of the Seller Group) in connection with the Business (each and all of the foregoing items being herein referred to as the "Assets"); except for the Excluded Assets defined in Section 2.2 below).

2.2 Excluded Assets.

- a) Notwithstanding the provisions of Section 2.1 hereof, the term "Assets" shall not include RGP or any interest of Seller therein or any of the assets, properties or rights listed on Schedule 2.2(a) hereto, which Schedule may be revised by Buyer, in accordance with the terms of this Agreement, at any time prior to or at the Closing (each and all of such items, together with the Omitted Units (set forth on Schedule 2.2(b) hereto) and Omitted Contracts (set forth on Schedule 2.2(c) hereto) being herein referred to as "Excluded Assets").
- b) Buyer shall have the right to reject, and thereby exclude from the sale contemplated by this Agreement:
- (i) any Redon Unit (other than a Redon Unit subject to a LaSalle TRAC Lease) for which Seller does not deliver at Closing valid and original transferable title free of all Encumbrances other than Permitted Encumbrances;
 - (ii) any Redon Unit not available as of Closing due to customer disputes or bankruptcy proceedings;
 - (iii) any Redon Unit subject to a Lease Agreement or Interchange Agreement for which Seller does not deliver acceptable Lease Agreement or Interchange Agreement documentation including, without limitation, properly completed and executed leases;
 - (iv) any Redon Unit subject to a Lease Agreement or Interchange Agreement that does not require the customer to return the Unit in compliance with the Association of American Railroads Interchange Rules for Trailer/Container-On-Flat-Car (TOFC/COFC) Service ("AAR Rules");
 - (v) any Redon Unit that has been used to haul or store Hazardous Substances and has been and remains contaminated thereby; and
 - (vi) any Redon Unit that is so damaged or destroyed that Buyer reasonably determines that it cannot be returned to legally roadworthy and rentable condition; provided, however, that the

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

TRANSPORT INTERNATIONAL POOL, INC.

By Donald R. McKenna
Donald R. McKenna
Its Chief Executive Officer

REDON, INC.

By _____
Ralph E. Chambers
Its President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

TRANSPORT INTERNATIONAL POOL, INC.

By _____
Its Chief Executive Officer

REDON, INC.

By Ralph E. Chamberlain
Its President

ORIGINAL

BILL OF SALE AND ASSIGNMENT

Bill of Sale and Assignment dated August 2, 1999, from Redon, Inc., a Delaware corporation, and Redon General Partnership, a Georgia partnership (collectively, "Seller"), to Transport International Pool, Inc., a Pennsylvania corporation ("Buyer").

WITNESSETH:

WHEREAS, by an Asset Purchase Agreement dated as of August 2, 1999 (the "Agreement") by and between Buyer and Redon, Inc., Seller has agreed to sell to Buyer the assets, properties and rights described and referred to in the Agreement (collectively, the "Assets"); and

WHEREAS, Seller is currently executing and delivering this Bill of Sale and Assignment to Buyer for the purpose of selling and assigning to and vesting in Buyer all of Seller's right, title and interest in and to the Assets;

NOW, THEREFORE, in consideration of the purchase price provided in the Agreement and other good and valuable consideration, and intending to be legally bound, Seller hereby grants, sells, conveys, assigns, transfers, sets over to and vests in Buyer, its successors and assigns all of Seller's right, title and interest, legal and equitable, in and to all of the Assets.

TO HAVE AND TO HOLD the same, including the appurtenances thereof, unto Buyer, its successors and assigns forever, to its and their own proper use and behalf; and Seller hereby warrants title to such Assets unto Buyer, its successors and assigns to the full extent warranted in the Agreement.

1. Seller hereby constitutes and appoints Buyer, its successors and assigns as Seller's true and lawful agent and attorney to demand and receive any and all Assets, to do and perform any and all acts necessary or desirable in the sole discretion of the attorney so acting to carry out the transfer and assignment of the Assets, to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Seller's name, or in the name of Buyer, its successors and assigns as the legal attorney of and for Seller thereunto duly authorized, at the sole expense and for the benefit of Buyer, its successors and assigns any and all proceedings at law, in equity or otherwise, that Buyer, its successors and assigns may deem proper for the collection and enforcement of any claim or right of any kind hereby granted, sold, conveyed, assigned, transferred, set over or vested, or intended so to be, and to do all acts and things in relation to the Assets that Buyer, its successors and assigns may deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and shall be irrevocable by Seller or by Seller's dissolution or in any manner or for any reason whatsoever.

2. Seller hereby covenants and agrees that, at any time and from time to time after the delivery of this instrument, at Buyer's request and without further consideration, Seller, its

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successors and assigns will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, any and all such further acts, conveyances, transfers, assignments, powers of attorney and assurances as Buyer reasonably may require to more effectively grant, sell, convey, assign, transfer, set over to or vest in Buyer any of the Assets, or to better enable Buyer to realize upon or otherwise enjoy any of the Assets or to carry into effect the intent and purposes of the Agreement and of this instrument.

3. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Buyer, its successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant, condition, promise or agreement hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Buyer, its successors and assigns.

4. Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Agreement or constitute a waiver or release by Seller or Buyer of any liabilities, duties or obligations imposed upon them by the terms of the Agreement, including without limitation the representations, warranties, covenants, agreements and other provisions of the Agreement.

5. This instrument is being executed by Buyer and Seller and shall be binding upon Buyer and Seller, their successors and assigns for the uses and purposes set forth and referred to above, and shall be effective the date hereof.

6. This instrument shall be governed by and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale and Assignment to be duly executed on the date first above written.

REDON, INC.

Ralph E. Chambers

By: Ralph E. Chambers

Its: President

REDON GENERAL PARTNERSHIP

Ralph E. Chambers

By: Ralph E. Chambers

Its: GENERAL MANAGER