

03-12-2002

2-26-02



102010551
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

RECORDED
12-9-97

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

Conveying Party

Mark if additional names of conveying parties attached

Name **Kellers Systems, Inc.**

Execution Date
Month Day Year
12-9-97

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization **New York**

Receiving Party

Mark if additional names of receiving parties attached

Name **Transport International Pool, Inc.**

DBA/AKA/TA

Composed of

Address (line 1) **426 West Lancaster Avenue**

Address (line 2)

Address (line 3) **Devon**
City

PA
State/County

19333
Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

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.)

Citizenship/State of Incorporation/Organization **Pennsylvania**

03/12/2002 GTON11 00000003 1956420

FOR OFFICE USE ONLY

01 FC:481

40.00 00

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 Information Collection 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

TRADEMARK
REEL: 002459 FRAME: 0713

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 **312 321 4200**

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. **7**

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="1,956,420"/>	<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"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. **#1**

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): **\$40**

Method of Payment: Enclosed Deposit Account

Deposit Account

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

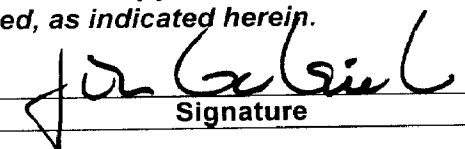
Deposit Account Number: **#23-1925**

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 deposition account are authorized, as indicated herein.

John T. Gabrielides
Name of Person Signing


Signature

Feb. 11, 2002
Date Signed

ML&B 12/9/97(4)
(change pages marked from 12/8(3) draft)

ASSET PURCHASE AGREEMENT
(United States)

Dated as of December 9, 1997

Between

TRANSPORT INTERNATIONAL POOL, INC.

and

KELLERS SYSTEMS, INC.

"Indemnitee" shall mean the person seeking indemnification pursuant to Section 11.3 hereof.

"Indemnitor" shall mean the person from whom indemnification is sought pursuant to Section 11.3 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), transfers of title, 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 the Business, including without limitation the fictitious name, logo, trademark and tradename used by Seller in the Business, whether or not patentable or registrable or registered, and all goodwill associated therewith.

"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.

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

"Lease Transaction" shall mean any operating or finance lease, installment sale, secured loan or other transaction with respect to the Business in which or to which Seller is a lessor, seller, lender or otherwise the party receiving payments under such transaction, and all rights and benefits thereto, including without limitation rental payments.

"Litigation" shall mean each and all suits, other actions or legal proceedings, claims, disputes, arbitrations, investigations and inquiries, including without limitation in connection with Environmental Laws.

"Losses" shall mean any and all demands, claims, losses, liabilities, actions or causes of action, assessments, judgments, settlement payments, damages, diminution in value, 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).

"Material Adverse Effect" shall mean events or conditions that, individually or in the aggregate, in the reasonable opinion of Buyer result in or will likely result in a decrease in the value of the Business of \$2.5 million or more.

"Material Customer" shall mean a customer of the Business from whom Seller has received revenues of \$2.5 million or more in the past 12 months.

"TRAC Leases", shall mean TRAC leases to which some of Seller's Units are subject, the value of which shall be calculated in accordance with Schedule 2.4(b)(i) hereto.

"Unit" shall mean an over-the-road or other semi trailer used in the Business.

"Updated Schedules" shall mean updated schedules which bring the Schedules current and accurate as of the Closing Date (including without limitation Schedules 2.2, 2.4, 2.4(b)(ii), 2.4(c), 2.4(d), 2.4(e), 2.4(h), 2.4(i), 2.4(j), 4.5, 4.6(a), 4.10 and 4.12(b) hereto, which may not be provided simultaneously with the signing hereof but which will be provided at Closing).

2. Transfer of Assets.

2.1. Sale and Purchase of Assets. At the Closing, on the terms and subject to the conditions set forth in this Agreement, Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all of the inventory, parts inventory at locations other than the Business's Wayne, Michigan facility, parts inventory at the Business's Wayne, Michigan facility (if included in the Assets pursuant to Section 7.10 hereof), machinery, equipment, Units, Lease Transactions, vehicles, wheels, axles, tires (if included in the Assets pursuant to Section 7.10 hereof), the Business (as a going concern), all of Seller's rights 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, current and historical customer lists, Accounts Receivable (if included in the Assets pursuant to Section 7.6 hereof), the right to receive post-Closing cash flow streams associated with Unit leases (as set forth in this Agreement) and other materials, supplies and assets, wherever located, used or held for use by Seller in connection with the Business (each and all of the foregoing items, except for the Excluded Assets defined in Section 2.2 below, being herein referred to as the "Assets"). In addition, at the Closing, Buyer shall assume only the liabilities and obligations of the Business listed on Schedule 2.1 hereto (each and all of the foregoing items being herein referred to as the "Assumed Liabilities").

2.2. Excluded Assets. Notwithstanding the provisions of Section 2.1 hereof, the term "Assets" shall not include any of the assets, properties or rights listed on Schedule 2.2 hereto, which Schedule may be revised by mutual agreement of Buyer and Seller, in accordance with the terms of this Agreement, at any time prior to or at the Closing (each and all of such items being herein referred to as "Excluded Assets").

2.3. No Responsibility for Other Liabilities. Except as otherwise expressly provided in Section 2.1 hereof, Buyer shall not assume, or agree to pay, perform or discharge or otherwise have any responsibility for, any liability or obligation of Seller or the Seller Group, including without limitation any accounts payable (whether fixed, contingent, unliquidated, absolute or otherwise) whether arising or to be performed prior to, on or after the Closing and Seller shall pay, perform or discharge, as appropriate, all such liabilities and obligations.

2.4. Reconciliation and Payment of Purchase Price. At the Closing, Buyer shall pay the Purchase Price to Seller, by wire transfer of immediately available funds to such account at such

4.8. Intellectual Properties. Schedule 4.8 hereto sets forth an accurate and complete list of all Intellectual Properties. Except as disclosed on such Schedule 4.8, (a) Seller owns or possesses adequate valid rights to use (without the making of any payment to others or the obligation to grant rights to others in exchange) such Intellectual Properties and (b) the validity of such rights and the title thereto of Seller have not been questioned in any Litigation to which Seller is a party nor, to the knowledge of Seller, is any such Litigation threatened. Without limiting the generality of foregoing, Seller believes in good faith that it has made all proper filings with respect to assumed names used by Seller in the Business.

4.9. Authorizations. To Seller's knowledge, Seller has all Authorizations that are required in order to carry on the Business as presently conducted, and is not in default in any material respect of any thereof. Schedule 4.9 hereto sets forth an accurate and complete list of all such Authorizations, all of which are in full force and effect, and no suspension, cancellation or non-renewal of any of them is threatened, nor does any basis exist for such suspension, cancellation or non-renewal. As to any such Authorization that has expired or is about to expire, Seller has promptly applied for the renewal of same. An accurate and complete copy of each Authorization set forth in Schedule 4.9 has been previously delivered to Buyer.

4.10. Compliance with Applicable Laws. To Seller's knowledge, neither the use of any of the Assets nor the conduct of the Business violates any laws now in effect. Seller has not received any notice of any present or past violation of laws (including without limitation Environmental Laws) applicable to the Business or any of the Assets and, to the knowledge of Seller, no basis for the allegation of any such violation exists. Seller has delivered to Buyer true, correct and complete copies of all previously completed environmental assessments of all Real Properties.

4.11. Litigation. Except as disclosed on Schedule 4.11 hereto, there is no Litigation (including without limitation Litigation relating to any Environmental Law) pending, or to the knowledge of Seller threatened, before any federal, state, local, foreign or other court, governmental, public or self-regulatory body, agency or other authority, or any private arbitration tribunal, against Seller with respect to any of the Assets, the Business or the transactions contemplated by this Agreement; nor to the knowledge of Seller is there any basis for any such Litigation (including without limitation Litigation relating to any Environmental Law).

4.12. Accounts Receivable; Prepayments and Advance Customer Billings.

(a) All Accounts Receivable of the Business will be made available to Buyer in the course of Buyer's due diligence.

(b) Except for the amounts shown on Schedule 4.12(b) hereto with respect to the Contracts listed on such Schedule, Seller has not collected or billed any amounts under any Contract with respect to any period of time extending beyond the Closing Date (including without limitation prepayments and Advance Customer Billings for which payment has been received for transportation costs associated with the return of Units at the termination of lease and rental agreements, or prepayments for damages, logo

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 *R. Todd Beatty*
Its Chief Executive Officer

KELLERS SYSTEMS, INC.

By _____
Its President

Limited Joinder of Seller's Principal Stockholder

Richard B. Templer, the principal stockholder of Seller, hereby joins in this Agreement solely and exclusively for the purpose of making and agreeing to the covenants and agreements of such stockholder in Sections 6.2, 6.4, 7.2 and 13.12 hereof, and 11.1(b) and (h) hereof (only insofar as Sections 11.1(b) and (h) apply to breaches of Sections 6.2, 6.4, 7.2 and 13.12 hereof), and related provisions of this Agreement.

Witness

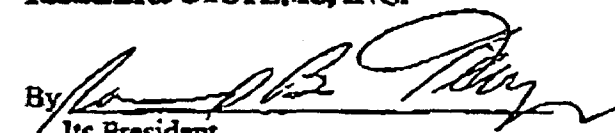
RICHARD B. TEMPLER

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.

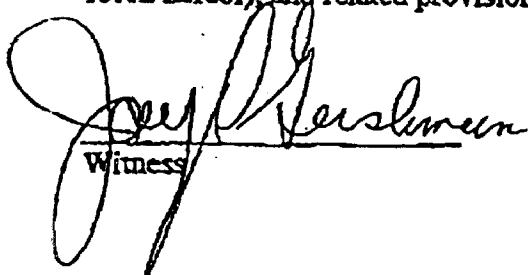
By _____
Its Chief Executive Officer

KELLERS SYSTEMS, INC.

By 
Its President

Limited Joinder of Seller's Principal Stockholder

Richard B. Templer, the principal stockholder of Seller, hereby joins in this Agreement solely and exclusively for the purpose of making and agreeing to the covenants and agreements of such stockholder in Sections 6.2, 6.4, 7.2 and 13.12 hereof, and 11.1(b) and (h) hereof (only insofar as Sections 11.1(b) and (h) apply to breaches of Sections 6.2, 6.4, 7.2 and 13.12 hereof), and related provisions of this Agreement.


Witness

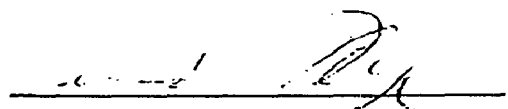

RICHARD B. TEMPLER

Schedule 4.8

Intellectual Properties

1. Registered Tradename and Logo, TLC, Trailer Leasing Company.

Kellers Systems, Inc.

By: 

Name:

Title: