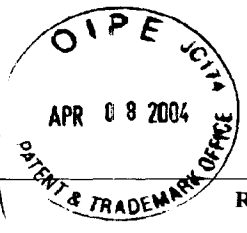


4/8/04



04-18-2004



102719852

Form PTO-1594 (Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
 Stanley G. Alexander, Inc.
 d/b/a Alexander's Mobility Services
 2942 Dow Avenue
 Tustin, California 92780

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- California
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Alexander's Moving and Storage, Eastern, Inc.
 Internal Address: Suite H
 Street Address: 10001 Franklin Square Drive
 City: Baltimore State: Maryland Zip: 21236

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

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) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: License Agreement

Execution Date: February 7, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,758,959
~~2,764,304~~

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Nixon Peabody LLP
 Internal Address: Suite 900
 Street Address: 401 9th Street, N.W.
 City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved: 2

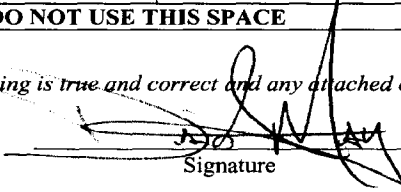
7. Total fee (37 CFR 3.41) \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-2380 (004013-1)

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

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

David L. May  April 8, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

04/12/2004 LMUELLER 00000162 192380 2758959

01 FC:8521 40.00 DA
02 FC:8522 25.00 DA

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

NVA293257.1

TRADEMARK
REEL: 002946 FRAME: 0674

Names and addresses of additional receiving parties (Licensees):

Alex-SD, Inc.
4000 Ruffin Road
Suite C
San Diego, California 92123
a California corporation

AMSS, Inc.
2750 Miller Park N.
Suite 300
Dallas, Texas 75042
a Texas corporation

Big Ale-Cat, Inc.
335 East 78th Street
Minneapolis, Minnesota 55420
a Minnesota corporation

Big Red, Inc.
17948 N.E. Riverside Parkway
Portland, Oregon 97230
an Oregon corporation

SAM's, Inc.
759 Melrose Avenue
Nashville, Tennessee 37211
a Tennessee corporation

TRADEMARK AND SERVICE MARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of February 7, 2003 ("Effective Date") by and between **Stanley G. Alexander, Inc.** d/b/a/ Alexander's Mobility Services, having places of business at 2942 Dow Avenue, Tustin, California and 3528 Arden Road, Hayward, California ("Licensor"), and the following entities: **Alexander's Moving and Storage, Eastern, Inc.**, located at 10001 Franklin Square Drive, Suite H, Baltimore, Maryland; **Alex-SD, Inc.**, located at 4000 Ruffin Road, Suite C, San Diego, California; **AMSS, Inc.**, located at 2750 Miller Park N., Suite 300, Dallas, Texas; **Big Ale-Cat, Inc.**, located at 335 East 78th Street, Minneapolis, Minnesota; **Big Red, Inc.**, located at 17948 N.E. Riverside Parkway, Portland, Oregon; and **SAM's, Inc.**, located at 759 Melrose Avenue, Nashville, Tennessee; ("Licensees").

WHEREAS, Licensor and the Licensees are closely affiliated companies strategically positioned throughout the United States for the purpose of providing cost-effective mobility services and related goods;

WHEREAS, Licensor has filed the U.S. trademark applications identified in Schedule A for the marks **ALEXANDER'S** and **ALEXANDER'S MOBILITY SERVICES** (hereinafter collectively referred to as the "Marks) for use with the goods and services identified in the respective applications (herein collectively referred to as the "Goods and Services").

WHEREAS, Licensor is the owner of the mark **ALEXANDER'S** for use with those respective Goods and Services identified in Schedule A by virtue of its substantially exclusive use of the marks in commerce since at least as early as 1953.

WHEREAS, Licensor is the owner of the mark **ALEXANDER'S MOBILITY SERVICES** for use with those respective Goods and Services identified in Schedule A by virtue of its first and substantially exclusive use of the mark in commerce since at least as early as February 7, 2003.

WHEREAS, the Licensees are desirous of using said Marks in the United States and worldwide (hereinafter referred to a the "Territories");

WHEREAS, the Licensees' use of said Marks in the Territories for the above-identified Goods and Services as identified in the U.S. trademark applications listed in Schedule A inures to the benefit of Licensor; and

WHEREAS, Licensor is desirous of granting a royalty-free, nonexclusive license separately to each of the Licensees; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties and the sum of ten dollars (\$10.00) herewith paid by each of the Licensees to Licensor, as well as other good and valuable consideration, the receipt of which is hereby acknowledged by said Licensor, the parties hereby agree as follows:

1. *License.* Licensor grants to each of the Licensees a royalty-free, nonexclusive license to use the Marks, in any stylized form, under the common law and under the auspices and privileges provided by any of the applications covering the same during the term of this Agreement, and the Licensees hereby undertake to use the Marks in the Territories in connection with the rendition of the above identified Goods and Services.

2. *Quality Standards.* The Licensees agree that the nature and quality of: all services rendered by the Licensees in connection with the Marks; all goods sold by the Licensees under the Marks; and all related advertising, promotional and other related uses of the Marks by the Licensees shall conform to standards set by and be under the control of Licensor.

3. *Quality Maintenance.* The Licensees agree to cooperate with the Licensor and its duly authorized representatives in facilitating the Licensor's control of such nature and quality in accordance with Licensor's established procedures as may be amended from time to time in Licensor's sole discretion, including permitting reasonable inspection of Licensees' operations, and supplying the Licensor with specimens of all uses of the Marks upon request. The Licensees shall comply with all applicable laws and regulations pertaining to trademarks and services marks in force at any time in the Territories and to obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License. This provision includes compliance with applicable marking requirements.

4. *Form of Use.* The Licensees agree to use the marks only in the form and manner and with appropriate legends as prescribed from time to time by Licensor, and not to use any other trademark or service mark in combination with any of the Marks without prior written approval of Licensor.

5. *Extent of License.* The right granted in Paragraph 1 hereof shall be nonexclusive in the Territories. The Licensees shall not have the right to assign or transfer in any manner whatsoever the license granted herein upon without the written approval from Licensor, which will not be unreasonably withheld. Licensor, however, shall be required to assign or transfer this Agreement to a successor of the Licensor, under the same terms and conditions, in the event of a merger, sale or transfer of substantially all the assets of the Licensor, acquisition or other change in control of the Licensor.

6. *Warranties.* Licensor represents and warrants that it has all necessary authority and rights to enter into this Agreement and extend the rights granted to Licensees under this Agreement, and that it has not made and will not make any commitments to others inconsistent with or in derogation of such rights. Licensees represent and warrant that they have all the necessary authority and rights to enter into this Agreement.

7. *Mutual Release.* Licensor and the Licensees hereby release each other of and from all manner of actions, suits, contracts, controversies, damages, obligations, claims, and demands concerning the subject matter of this Agreement, whether known or unknown, whether in law or in equity, whether under laws or regulations of federal, state or municipal governments, or under the common law, which such parties or their respective successors or assigns ever had, now have or which they or any of them hereafter can, shall or may have by reason of any matter, cause or thing whatsoever, from the beginning of time up to and including the Effective Date.

8. *Limitation of Liability.* LICENSOR ASSUMES NO LIABILITY TO LICENSEES OR TO THIRD PARTIES WITH RESPECT TO THE PERFORMANCE CHARACTERISTICS OF THE SERVICES RENDERED BY LICENSEES UNDER THE MARKS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION,

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DAMAGES FOR LOST PROFITS REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER SUCH PARTY HAS REASON TO KNOW OR IN FACT KNOWS OF THE POSSIBILITY THEREOF.

9. *Termination.* Licensor shall have the right to terminate this Agreement upon thirty (30) days written notice only as to the applicable Licensees upon the occurrence of any of the following: in the event of any affirmative act of insolvency by any Licensees, or upon the appointment of any receiver or trustee to take possession of the properties of any of the Licensees or upon the winding-up, sale, consolidation, merger or any sequestration by governmental authority of any of the Licensees, or upon any material breach of any provision hereof by any of the Licensees.

10. *Effect of Termination.* Upon termination of this Agreement, Licensees agree to immediately discontinue all use of the Marks and any term confusingly similar thereto, and to delete the same from its corporate or business name, to cooperate with Licensor or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government records, to destroy all principal materials bearing any of the Marks, and that all rights in the Marks and good will connected therewith shall remain the property of Licensor.

11. *Ownership of the Marks.* The Licensees and all parties to this Agreement acknowledge Licensor's exclusive right, title and interest in and to the Marks and any Registration that have issued or may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair part of such right, title and interest. In connection with the use of the Marks, neither Licensees nor any other party hereto shall in any manner represent that he or it has any ownership in the Marks or registrations thereof, and all parties acknowledge that any use of the Marks including prior use and first use shall inure to the benefit of the Licensor. On termination of this Agreement in any manner provided herein, the Licensees will cease and desist from all use of the Marks in any way and will deliver up to the Licensor, or its duly authorized representatives, all material and papers upon which the Marks appear, and furthermore, the Licensees will not at any time adopt or use without the Licensor's prior written consent, any word or mark which is likely to be similar to or confusing with the Marks.

12. *Licensors' Duty to Perfect Title.* Licensor will perfect its rights associated with the Marks, including but not limited to, filing the necessary documents with the United States Patent and Trademark Office and remitting all associated filing fees associated therewith.

13. *Infringement.* The Licensees agree to notify Licensor in writing promptly of any conduct by third parties of which the Licensees become aware that may be considered trademark infringement, unfair competition, passing-off or trade libel relating to the Marks. Licensor shall have the right, but not the obligation, to institute a suit against any such third party. The Licensees agree, at Licensor's expense, to cooperate with Licensor in all respects with regard to any such suit, to have any of the Licensees' employees testify when requested by Licensor, and to make available any records, papers, information, specimens, and the like. Any recovery received pursuant to such suit shall be retained by Licensor. In the event that (i) Licensees request in writing that suit be brought by Licensor against a third party that may be engaging in trademark infringement, unfair competition, passing-off or trade libel relating to the Marks and (ii) Licensor fails to bring such suit against such third party within ninety (90) days following receipt of Licensee's request, then, in such case, Licensees' shall have the right to file suit against such third party, in the name of Licensor and at Licensees' expense and for Licensee's benefit. Any recovery received pursuant to such suit shall be retained by Licensees. Licensor consents to be a party and to cooperate with Licensees in any such suit brought by Licensees, at Licensee's expense, pursuant to this Section 13.

14. *Assignment.* Neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned, directly or indirectly, including, without limitation, by operation of law, by any party hereto without the prior written consent of the other party, except for an assignment to a successor of a party in the event of a merger, sale or transfer of substantially all the assets of a party, acquisition or other change in control of such party. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Licensor will be required to assign this Agreement to any company that acquires substantially all of the assets of Licensor.

15. *Joint Venturers.* Nothing contained in this Agreement shall be construed so as to make the parties hereto partners or joint venturers.

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16. *Headings.* The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.

17. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of California, without regard to its choice or conflict of laws rules.

18. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, promises, representations, understandings and negotiations between the parties, whether written or oral, with respect to the subject matter hereof.

19. *Waiver.* A waiver by either party of any term or condition of this Agreement in any instance will not be deemed or construed as a waiver of such term or condition for the future, or any subsequent breach thereof.

20. *Scope and Modification of License.* This License (including any appendices thereto) constitutes the entire agreement between the parties and supersedes all prior and contemporaneous, oral or written, agreements or understanding of the parties. No interpretation, change, termination or waiver of any provisions hereof shall be binding upon Licensor unless in writing signed by Licensor or its duly authorized representative. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge, or cancellation.

21. *Construction and Severability.* All references in this Agreement to the singular shall include the plural where applicable. If any part of this Agreement for any reason shall be declared invalid, void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In the event that any material provision of this License shall be stricken or declared invalid, Licensor reserves the right to terminate this Agreement.

22. *Notices.* Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown below, or at such other address as may be furnished in writing to the notifying party.

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23. *Force Majeure.* Each party shall be excused from performance under this License Agreement for any period and to the extent that it is prevented from performing any services pursuant to this License Agreement, in whole or in part, as a result of delays caused by the other party or event of *force majeure*, commercial impracticability, war, act of terrorism, civil disturbance, court order, labor disputes, or other cause beyond its reasonable control, and such nonperformance shall not be a default hereunder or a ground for termination of this License Agreement. The party whose performance is prevented by force majeure shall keep the other apprised of its best estimate of when an event of force majeure will be cured or will no longer be applicable.

24. *Counterpart Agreement.* This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative, under seal, as of the day and year first above written.

LICENSOR

Stanley G. Alexander, Inc.
2942 Dow Avenue
Tustin, California 92780

By: Donald Hill
Name: Donald Hill
Title: president

LICENSEES

Alexander's Moving & Storage Eastern, Inc.
10001 Franklin Square Blvd, Ste H.
Baltimore, MD 21236

By: Donald Hill
Name: Donald Hill
Title: president

Alex-SD, Inc.
4000 Ruffin Road, Ste. C
San Diego, California 92123

By: Donald Hill
Name: Donald Hill
Title: president

AMSS, Inc.
2750 Miller Park N., Suite 300
Dallas, Texas 75042

By: Donald Hill
Name: Donald Hill
Title: president

Big-Ale Cat, Inc.
335 East 78th Street
Minneapolis, Minnesota 55420

By: Donald Hill
Name: Donald Hill
Title: president

Big Red, Inc.

17948 N.E. Riverside Parkway
Portland, Oregon 97230

By: Donald Hill
Name: Donald H. Hill
Title: president

SAM's, Inc.

1759 Melrose Avenue
Nashville, Tennessee 37211

By: Donald Hill
Name: Donald H. Hill
Title: president

SCHEDULE A

Mark	U.S. Application Serial No.	Filing Date	Goods & Services
ALEXANDER'S MOBILITY SERVICE	78/159,646	August 30, 2002	<p>IC. 016. PACKAGING MATERIALS</p> <p>IC 035. RELOCATION SERVICES, NAMELY, OFFICE MOVING, SPECIALIZED TRANSPORTATION, PROJECT MANAGEMENT RELATING TO BUSINESS OR OFFICE MOVING, EXECUTIVE RELOCATION CONCIERGE SERVICES, ASSISTING OTHERS IN THE SALE AND ACQUISITION OF HOUSING AND OBTAINING FINANCING, ARRANGING SEMINARS IN THE FIELDS OF LANGUAGE AND CULTURAL TRAINING FOR INTERNATIONAL EMPLOYEES; FACILITIES MANAGEMENT; INTERNATIONAL TRANSPORTATION, SHIPPING AND MOVE MANAGEMENT SERVICES; LOGISTICS AND DISTRIBUTION</p> <p>IC 039. STORAGE AND TRANSPORTATION OF THE GOODS OF OTHERS; RENTAL AND LEASING OF MOVING TRUCKS AND MOVING VANS; WAREHOUSING.</p>
ALEXANDER'S	78/160,245	September 3, 2002	<p>IC 016. PACKAGING MATERIALS.</p> <p>IC 035. RELOCATION SERVICES, NAMELY, OFFICE MOVING, SPECIALIZED TRANSPORTATION, PROJECT MANAGEMENT RELATING TO BUSINESS OR OFFICE MOVING, EXECUTIVE RELOCATION CONCIERGE SERVICES, ASSISTING OTHERS IN THE SALE AND ACQUISITION OF HOUSING AND OBTAINING FINANCING, ARRANGING SEMINARS IN THE FIELDS OF LANGUAGE AND CULTURAL TRAINING FOR INTERNATIONAL EMPLOYEES; FACILITIES MANAGEMENT; INTERNATIONAL TRANSPORTATION, SHIPPING AND MOVE MANAGEMENT SERVICES; LOGISTICS AND DISTRIBUTION.</p> <p>IC 039. STORAGE AND TRANSPORTATION OF THE GOODS OF OTHERS; RENTAL AND LEASING OF MOVING TRUCKS AND MOVING VANS; WAREHOUSING.</p>

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Names and addresses of additional receiving parties (Licensees):

Alex-SD, Inc.
4000 Ruffin Road
Suite C
San Diego, California 92123
a California corporation

AMSS, Inc.
2750 Miller Park N.
Suite 300
Dallas, Texas 75042
a Texas corporation

Big Ale-Cat, Inc.
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Minneapolis, Minnesota 55420
a Minnesota corporation

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Portland, Oregon 97230
an Oregon corporation

SAM's, Inc.
759 Melrose Avenue
Nashville, Tennessee 37211
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