

03-06-2000



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RECORDATION FORM COVER SHEET

OPR/FINANCE TRADEMARKS ONLY

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
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

03/03/2000 BCOATES 00000217 138021

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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: 002029 FRAME: 0900

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="1388021"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1403772"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1391438"/>	<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.)

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.

Joseph D. Fincher, Attorney

Name of Person Signing

Joseph D. Fincher
Signature

1/21/2000

Date Signed

THE INTELLECTUAL PROPERTY ASSIGNMENTS

Part I
(Trade Mark Assignment)

THIS ASSIGNMENT is made the 5th day of April, 1993

FROM:-

(1) LUCAS INDUSTRIES plc (Company No. 54802) whose registered office is at Brueton House, New Road, Solihull, West Midlands B91 3TX (hereinafter "the Assignor"); TO

(2) BERENDSEN, INC., a Delaware corporation, whose registered office is at One Maritime Plaza, Suite 300, San Francisco, California 94111 (hereinafter "the Assignee").

WHEREAS:-

(A) The Assignor is the proprietor and owner of the registered Trade Marks set out in Part I of the Schedule hereto the benefit of the applications for registrations of the trade marks particulars of which are set out in Part II of the Schedule hereto and of the unregistered Trade Marks set out in Part III of the Schedule hereto (together 'the Trade Marks').

(B) By an agreement made between the parties on April 5, 1993 ("the Agreement") the Assignor agreed to assign the Trade Marks to the Assignee on the terms set out therein and to execute this assignment.

NOW IT IS HEREBY AGREED as follows:-

1. Words and expressions which are defined in the Agreement shall have the same meanings in this Assignment.

2. In pursuance of the Agreement and in consideration of the sum of \$1 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor does as owner HEREBY ASSIGN and transfer all of the Lucas Group's right title and interest in the Trade Marks, free from any debenture, mortgage, charge, lien or other encumbrance, including all statutory and common law rights attaching thereto, but excluding the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.

3. As the Agreement involves an acquisition by the Assignee of the entire Companies, the Assignor confirms that this assignment is made with all and any goodwill attaching to the Trade Marks and the goodwill of the Activities in which the Trade Marks have been used save to the extent that the same is excluded from the sale to the Purchaser pursuant to the Agreement.

4. The Assignor shall at the request and cost of the Assignee at all times hereafter do and execute or procure that there shall be done and executed all such documents deeds matters acts and things as the Assignee may at any time

reasonably require properly to vest in the Assignee all of the Lucas Group's right, title and interest in the Trade Marks or any one or more of them assigned to the Assignee hereunder or otherwise to perfect the Assignee's title to such right, title and interest.

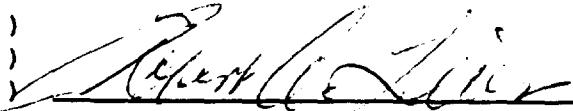
5. The Assignee shall at the request and cost of the Assignor at all times hereafter do and shall procure that the Companies shall do all such acts and execute all such documents as may be reasonably necessary or desirable to assist the Assignor to enforce any right to sue for damages or other remedies in respect of any past infringement of the rights assigned to the Assignee hereunder, subject in each case to the Assignee and the Companies being indemnified and secured to the Assignee's reasonable satisfaction against any and all claims, damages, liabilities, costs and expenses (including attorneys' fees) suffered or incurred by the Assignee and/or the Companies in connection therewith.

IN WITNESS whereof the parties have executed this Assignment on the day and year first above mentioned.

EXECUTED as an Assignment by

Robert A. Leier

(duly authorized attorney under a power of attorney dated 31 March, 1993) for and on behalf of LUCAS INDUSTRIES plc

)
) 
) As attorney for LUCAS INDUSTRIES plc

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)


On the 5th day of April, 1993, before me personally came Robert A. Leier, to me known, who being by me duly sworn, did depose and say that he resides at Route 2, Box 63, Leesburg, Virginia 22075, and that Robert A. Leier signed the above instrument on behalf of the above named party.

TRACY E. HALASZ
Notary Public, State of New York
No. 31-5001642
Qualified in New York County
Commission Expires September 14, 1994
Sworn to be before me this
5th day of April, 1993.



Notary Public


EXECUTED as an Assignment by Ian Hill
(duly authorized signatory) for an on
behalf of BERENDSEN, INC.

)
) 
) For and on behalf of BERENDSEN, INC.
)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 5th day of April, 1993, before me personally came Ian Hill, to me known, who being by me duly sworn, did depose and say that he resides at 6534 East 86th Street, Tulsa, Oklahoma 74133, and that Ian Hill signed the above instrument on behalf of the above named parties.

TRACY E. HALASZ
Notary Public, State of New York
No. 31-5001642
Qualified in New York County
Commission Expires September 14, 1994
Sworn to be before me this
5th day of April, 1993.



Notary Public

Schedule

Part I
Registered Trade Marks

<u>Country</u>	<u>Mark</u>	<u>No.</u>	<u>Class</u>	<u>Date of Renewal</u>
USA	LHA	1388021	6	01.04.2006
USA	LHA	1403772	7	05.08.2006
USA	LHA	1391438	9	29.04.2006

Part II
Applications

<u>Country</u>	<u>Mark</u>	<u>No.</u>	<u>Class</u>
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Part III
Unregistered Trade Marks

<u>Country</u>	<u>Mark</u>
USA	LEP
USA	LPP
USA	LHP