

08-18-2003

FORM PTO-1594

(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Y

102527502

Attorney Docket No.: MOK-008

Tab settings

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

1. Name of conveying party(ies):
 Morgan Systems, Inc.
 3124 Olive Street
 St. Louis, Missouri 63103

8.14.03

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Missouri
 Other _____

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

2. Name and address of receiving party(ies)

Name: Morgan Services, Inc.

Internal Address: _____

Street Address: 323 North Michigan Avenue

City: Chicago State: IL ZIP: 60601

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

Execution Date: July 31, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,615,167

Additional numbers attached? Yes No

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

Name: Jeremiah Lynch, Esq.

Internal Address: Lahive & Cockfield, LLP

Street Address: 28 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: one

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
12-0080

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.

Jeremiah Lynch
 Name of Person Signing

Jeremiah Lynch
 Signature

August 12, 2003
 Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:
 Director, Commissioner of Patents and Trademarks, Box Assignment,
 Washington, D.C. 20231

08/15/2003 LNUJELLER 00000072 120000 1615167

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TRADEMARK
 REEL: 002802 FRAME: 0948

ASSIGNMENT

Whereas, MORGAN SYSTEMS, INC., a corporation of the State of Missouri having a principal place of business at 3124 Olive Street, St. Louis, Missouri 63103 (hereinafter referred to as the "Assignor") is the owner of certain rights in and to the trade name, trademark and service mark "Morgan" for laundry and linen supplies and supply services by virtue of use thereof and as set forth in a Concurrent Use Agreement of which it is a party, a copy of said Agreement being appended hereto and made a part hereof as Exhibit A, said rights being hereinafter collectively referred to as the "Subject Rights"; and

Whereas, clause 11 of the Agreement Exhibit A provided that it was not to become effective until approved by the Trademark Trial and Appeal Board of the United States Patent and Trademark Office, and the said Board approved said Agreement by a decision dated November 15, 1989 entered by said Board in Concurrent Use No. 660; and

Whereas, MORGAN SERVICES, INC., a corporation of the State of Delaware having a principal place of business at 323 North Michigan Avenue, Chicago, Illinois 60601 (hereinafter referred to as the "Assignee") is also a party to said Agreement Exhibit A and is presently the owner of United States Service Mark Registration No. 1,615,167 issued September 25, 1990 from application Serial No. 552,441 involved in said Concurrent Use No. 660; and

Whereas, the Assignee is desirous of acquiring all of the Subject Rights of the Assignor.

NOW, THEREFORE, in consideration of the premises and One Dollar and other good and valuable consideration in hand paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers and conveys unto the Assignee in perpetuity, all of the Subject Rights and the goodwill of the business associated with the Subject Rights, whether arising at common law or by statute, throughout the United States of America, its territories and possessions, and all foreign countries, including without limitation all rights to registrations thereof with competent authorities, all rights and obligations of Assignor as defined in said Agreement Exhibit A, all rights of every kind and description to the name and marks consisting of or including "Morgan" for laundry and linen supplies and supply services, and all rights, if any, to sue and recover for past infringements thereof, all to be held and enjoyed by the Assignee for its own use and behoof and for the use and behoof of its successors, assigns and legal representatives, as fully and entirely as the same would have been held by the Assignor had this Assignment and sale not been made.

And the Assignor further agrees, without demanding any further consideration therefor, to do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, maintaining or perfecting the rights hereby assigned to the Assignee as determined solely by counsel for and at the sole expense of the Assignee.

IN TESTIMONY WHEREOF, the Assignor has caused the foregoing Assignment to be executed, and the Assignee has accepted said Assignment and consents to assume all of the obligations of the Assignor under said Agreement Exhibit A, by their respective officers hereunto duly authorized, on the dates set forth below.

MORGAN SYSTEMS, INC. (Assignor)

7/31/2003
Date

By Charles P. Morgan
Name:
Title: President

MORGAN SERVICES, INC. (Assignee)

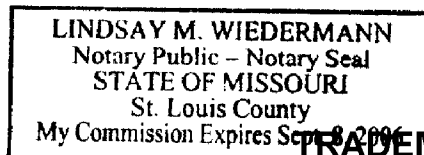
7/20/2003
Date

By Richard J.L. Senior
Name: Richard J.L. Senior
Title: President

State of Missouri)
) ss.
County of St. Louis)

Then personally appeared before me the above-named Charles P. Morgan, and acknowledged that he is an officer of Morgan Systems, Inc., that he executed the foregoing instrument on behalf of said corporation with authority to do so, and that signing of the instrument is the free act and deed of the corporation, at St. Louis, Missouri, this 31 day of July, 2003.

Lindsay M. Wiedermann
Name: Lindsay M. Wiedermann
Notary Public
My commission expires: 9-8-2006



State of Illinois)
) ss.
County of Cook)

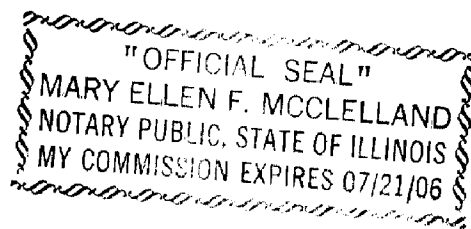
Then personally appeared before me the above-named Richard J.L. Senior, and acknowledged that he is an officer of Morgan Services, Inc., that he executed the foregoing instrument on behalf of said corporation with authority to do so, and that signing of the instrument is the free act and deed of the corporation, at Chicago, Illinois, this 20th day of July, 2003.

Mary Ellen McClelland

Name:

Notary Public

My commission expires:



CONCURRENT USE AGREEMENT

Subject to the approval of the Trademark Trial and Appeal Board of the United States Patent and Trademark Office, this agreement is made effective on August 21, 1989, between Morgan Services, Inc., a corporation of the State of Delaware having a principal place of business at 222 North Michigan Avenue, Chicago, Illinois 60601 (hereinafter referred to as "MORGAN SERVICES"), Morgan Linen Service, Inc., a corporation of the State of Delaware having a principal place of business at 145 Broadway, Menands, Albany, New York 12204 (hereinafter referred to as "MORGAN LINEN"), and Morgan Systems, Inc., a corporation of the State of Missouri having a principal place of business at 3124 Olive Street, St. Louis, Missouri 63103 (hereinafter referred to as "MORGAN SYSTEMS").

WHEREAS, on or about February 25, 1902, the Morgan Steam Laundry Company was organized to do general laundry business in the City of New York with emphasis on serving railroad, steamboat and ship companies, with affiliation through interlocking directors and stock ownership with similar preexisting laundry companies having other corporate names in St. Louis, Missouri; Buffalo, New York; and Boston, Massachusetts; and

WHEREAS, in 1904 the said Morgan Steam Laundry Company became affiliated through interlocking directors and stock ownership with the Niagara Linen Supply Company of Buffalo, New York, which owned and rented to customers a stock of coats, towels, aprons, and bed and table linen; and by January, 1925, it had become affiliated through interlocking directors and stock ownership with other similar laundry and linen supply businesses of the foregoing description having other corporate names and based in Chicago, Illinois; Los Angeles, California; Jersey City, New Jersey; Salt Lake City, Utah; Albany, New York and Cleveland, Ohio; and

EXHIBIT A

TRADEMARK
REEL: 002802 FRAME: 0953

WHEREAS, in January, 1925, the corporate names of all of the affiliated enterprises were changed to include the surname "Morgan," and such surname was used as a trade name and service mark for such laundry and linen supply services in the period from that date to July 1, 1971; and

WHEREAS, on July 1, 1971, MORGAN SERVICES, by merger, succeeded to all rights of the affiliated enterprises to the use of the trade name and service mark "Morgan" including the goodwill associated therewith; and

WHEREAS, on October 31, 1976, certain assets were transferred by MORGAN SERVICES to MORGAN LINEN including the goodwill associated with the business and the right to use the name "Morgan" within the following area "A":

Area "A"

The City of Albany, New York, and the counties of Albany, Columbia, Delaware, Dutchess, Fulton, Greene, Montgomery, Orange, Putnam, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren and Washington in the State of New York; The County of Berkshire in the State of Massachusetts; and the County of Bennington in the State of Vermont

and;

WHEREAS, on November 23, 1979, certain other assets were transferred by MORGAN SERVICES to MORGAN SYSTEMS including the goodwill associated with the business and the right to use the name "Morgan" within the following area "B":

Area "B"

The City of St. Louis, and the Counties of Crawford, Dent, Franklin, Gasconade, Jefferson, Lincoln, Montgomery, Phelps, St. Charles, St. Francois, St. Genevieve, St. Louis, Warren and Washington in the State of Missouri; and the counties of Bond, Clinton, Effingham, Fayette, Jefferson, Jersey, Macoupin, Madison, Marion, Monroe, Montgomery, Perry, Randolph, Sangamon, St. Claire, Shelby and Washington in the State of Illinois

and;

WHEREAS, MORGAN SERVICES is presently the owner of the entire right, title and interest in and to the trade name and service mark "Morgan" for the said laundry and linen supply services, excepting those rights which it transferred to MORGAN LINEN and MORGAN SYSTEMS as aforesaid; and

WHEREAS, MORGAN SERVICES filed an application Serial No. 552,441 in the United States Patent and Trademark Office on August 8, 1985, for a composite mark comprising the word MORGAN in a distinctive typographic style, with an underline on which the smaller words SERVICES INC. appear in block letters (hereinafter called the "MARK"), subject to a concurrent use proceeding with MORGAN LINEN and MORGAN SYSTEMS; and said application is now the subject, together with prior registrations of MORGAN SERVICES Nos. 1,045,654 and 1,245,586, of Concurrent Use proceeding No. 660 instituted on June 2, 1986; and

WHEREAS, the parties hereto wish to settle the issues raised by said concurrent use proceeding, and to agree upon terms for their respective uses of the trade name and service mark "Morgan" so as to avoid confusion or mistake of the trade and public as to the source, origin, sponsorship, endorsement or affiliation of the respective parties relating to their respective services, subject to the determination by the Commissioner of Patents and Trademarks required under Section 2(d) of the Act of 1946.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto agree as follows:

1. Scope of Registration

A. The parties mutually agree that application Serial No. 552,441 or any other application or applications of MORGAN SERVICES for the MARK or any other mark including the word MORGAN, may issue to MORGAN SERVICES if amended in geographical scope as follows:

For the area comprising all of the United States within the control of Congress, excepting therefrom the previously designated areas "A" and "B",

such registration or registrations to be for all or some of the following services:

Installation and maintenance of systems for dispensing, personalizing, laundering, cleaning, repairing and collecting uniforms, clothing, linens, floor mats and housekeeping and washroom supplies; providing advice and consultation in the selection of uniforms, clothing, linens, floor mats and housekeeping and washroom supplies for particular purposes; custom design of systems for dispensing, personalizing, laundering, cleaning, repairing and collecting uniforms, clothing, linens, floor mats and housekeeping and washroom supplies; and rental of uniforms, clothing, linens, floor mats and housekeeping and washroom supplies

(hereinafter referred to as the "SERVICES").

B. For the purposes of paragraph 1A the county boundaries shall be those existing on the effective date of this agreement.

2. Geographical Restrictions on Use of Marks

A. Subject to the terms and conditions of paragraph 3 of this agreement, MORGAN SERVICES agrees that it will not use or advertise any mark including the word MORGAN as a service mark for the SERVICES in either of areas "A" or "B" as long as either MORGAN LINEN or MORGAN SYSTEMS shall not have abandoned the use of the name "Morgan" in its trade name or as part of a service mark for any of the SERVICES within either of said areas, respectively.

B. Subject to the terms and conditions of paragraph 3 of this agreement, MORGAN LINEN and MORGAN SYSTEMS each agrees that it will not use or advertise any mark including the word MORGAN as a service mark for the SERVICES within the following Area "C," as long as MORGAN SERVICES shall not have abandoned the use therein of the name "Morgan" in its trade name or as part of a service mark for any of the SERVICES:

Area "C"

the counties of Oswego, Onondaga, Cortland, Tomkins and Chemung, and all other counties in the state of New York to the west thereof; the counties of Tioga, Potter, McKean, Warren, Crawford and Erie in the state of Pennsylvania; the state of Vermont excepting the county of Bennington; the counties of Franklin, Hampshire and Hampden, and all other counties in the state of Massachusetts to the east thereof; the county of Windham in the state of Connecticut; the counties of Hancock, McDonough, Fulton, Peoria, Tazewell, Woodford, Livingston, Kankakee and Iroquois, and all other counties in the state of Illinois to the north thereof; and the entire states of California, Indiana, Kentucky, Maine, Michigan, New Hampshire, Ohio, Rhode Island and Wisconsin

C. Subject to the terms and conditions of paragraph 3 of this agreement, MORGAN LINEN agrees that it will not use or advertise any mark including the word MORGAN as a service mark for the SERVICES within area "B" as long as MORGAN SYSTEMS shall not have abandoned the use of the name "Morgan" in its trade name or as part of a service mark for any of the SERVICES within said area.

D. Subject to the terms and conditions of paragraph 3 of this agreement, MORGAN SYSTEMS agrees that it will not use or advertise any mark including the word MORGAN as a service mark for the SERVICES within area "A" as long as MORGAN LINEN shall not have abandoned the use of the name "Morgan" in its trade name or as part of a service mark for any of the SERVICES within said area.

E. The parties mutually agree that Areas "A," "B" and "C" respectively comprise the present areas of operation for the rendering of the SERVICES by MORGAN LINEN, MORGAN SYSTEMS and MORGAN SERVICES.

3. Nature and Scope of Restrictions

A. The general intent of this agreement is to avoid any confusion of the public and of the trade concerning the fact that the respective parties are not related in respect to control over the nature and quality of the SERVICES rendered by each. The parties agree to cooperate to take reasonable steps to prevent the use and advertising of marks including the word MORGAN by third parties in connection with any of the SERVICES.

B. Nothing in this agreement shall be construed as prohibiting any of the parties from using the surname "Morgan," whether in printed matter or otherwise, if used as a part of its corporate name and otherwise than as part of a service mark, regardless of the area of distribution thereof, provided that such name shall include the abbreviation "Inc.," "Corporation," "Corp." or some other corporate or trade name designation.

C. The restrictions on the use and advertising of the word MORGAN referred to in paragraphs 2 and 3 of this agreement shall apply to such use or advertising by any of the parties as, or as part of, a service mark in any typographic style or design; and MORGAN LINEN and MORGAN SYSTEMS further agree that they will not use or advertise the logo form shown in application Serial No. 552,441 at any time and without regard to the geographic area of such use.

D. The parties recognize that advertisements and promotions of their respective SERVICES may be embodied in printed matter or included in radio or television broadcasts that in some cases may spill over into or penetrate the defined areas of other parties hereto for reasons of technological or third party distribution over which the parties have no reasonable or practical control.

(paragraph 3D continued)

Therefore, it is agreed by each of the parties that in such instances it will include a suitable disclaimer of relationship with any other party as to which trade or public confusion might otherwise occur.

4. Future Applications for Registration

It is agreed that in the event that either MORGAN LINEN or MORGAN SYSTEMS shall establish a facility for rendering the SERVICES and shall adopt, advertise and use a service mark including the word MORGAN in connection therewith in a new area outside of Areas "A," "B" and "C" where MORGAN SERVICES has not previously established a facility for rendering the SERVICES, and shall file an application for a concurrent registration for such service mark for such new area naming MORGAN SERVICES as a user, the parties hereto will execute an amendment to this agreement, to be made effective upon the approval of the Trademark Trial and Appeal Board as being in compliance with section 2(d) of the Act of 1946 (15 U.S.C. 1052), said amendment adding said new area to Area "A" or Area "B" as the case may be.

5. Existing Registrations

It is agreed that registrations Nos. 1,045,654 and 1,245,586 presently owned by MORGAN SERVICES shall incorporate territorial restrictions similar to those included in its application Serial No. 552,441, as shall be determined by the Trademark Trial and Appeal Board.

6. Avoidance of Confusion

Each party agrees to use its best efforts in employing its service marks in a manner that will minimize the likelihood of confusion in the trade with any other party with respect to the source of its services.

7. Scope and Territory of Agreement

This agreement shall apply exclusively to the United States of America, its territories and possessions. No party shall by this agreement acquire any license or other rights in the service marks of any other party.

8. Breach

No waiver by any party of any breach of this agreement, whether by failure to send a notice of the breach or otherwise, shall be deemed to waive any other breach hereof or to alter or amend any term or terms of this agreement.

9. Assignment and Parties Included

A. This agreement shall not be assignable by any party without the written consent of the other parties, except to a successor in interest who shall acquire the entire service mark rights of the assigning party to which this agreement applies, together with the goodwill of the business with which such rights are associated, and who shall consent by a written notice to assume all of the obligations of the assigning party hereunder.

B. This agreement shall be binding upon the parties and any licensees or related companies of the parties.

10. Miscellaneous

All notices, requests and other communications hereunder shall be deemed properly addressed for the purposes hereof if posted by prepaid registered, certified or express mail, written receipt requested, addressed to the respective party at the address hereinabove given or such other address as hereafter may be given by any party to the others by a written notice.

11. Approval of Agreement

This agreement supersedes the agreement between the parties that was made effective on December 30, 1987, and shall not become effective until approved by the Trademark Trial and Appeal Board as being in compliance with section 2(d) of the Act of 1946 (15 U.S.C. 1052).

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and to be made effective as a sealed instrument, by their respective officers hereunto duly authorized.

MORGAN SERVICES, INC.

8/9/89
(date)

By [Signature]
Name: R.L. SENIOR
Title: PRESIDENT

MORGAN LINEN SERVICE, INC.

August 21, 1989
(date)

By [Signature]
Name: GEORGE D. MORGAN, JR
Title: VICE PRESIDENT

MORGAN SYSTEMS, INC.

8/20/89
(date)

By [Signature]
Name: C.P. Morgan
Title: President