

12-30-1999



101234837

MND
12/30/99

RECORDATION FORM COVER SHEET
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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
11 12 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

01/03/2000 TTON11 00000002 75461021

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 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: 002004 FRAME: 0737

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)

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.

Meredith A. Parsons



Name of Person Signing

Signature

Date Signed

TRADEMARK AND TRADENAME ASSIGNMENT

This TRADEMARK AND TRADENAME ASSIGNMENT is among FINOVA Capital Corporation, a Delaware corporation (the "Lender"), and Ron's Dream, Inc. (the "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement dated as of November 12, 1999 (the "Asset Purchase Agreement") among the Lender and the Assignee.

WHEREAS, the Lender, as secured party pursuant to the Loan and Security Agreement dated as of May 5, 1997 (as amended, the "Loan Agreement") between Lender and AmeriTruck Distribution Corp. ("Borrower") and the "Loan Documents" (as defined therein), has been granted a security interest by the Borrower in certain trademarks and tradenames registered in the United States Patent and Trademark Office (as shown in Exhibit 1 attached hereto, collectively, the "Trademarks"), which the Borrower has adopted, used, and is using and which the Borrower owns;

WHEREAS, the Lender, as secured party pursuant to the Loan Agreement and the Loan Documents, has further been granted a security interest by the Borrower in certain common law trademarks and tradenames which the Borrower has adopted, used, is using and which the Borrower owns;

WHEREAS, the Lender, for good and valuable consideration, and pursuant to Section 9-504 of the Uniform Commercial Code and the Asset Purchase Agreement, desires to sell, assign and transfer to the Assignee all of the Borrower's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, together with the good will of the business symbolized by the Trademarks and registration thereof;

WHEREAS, the Lender, pursuant to the Loan Agreement and the Loan Documents, is acting as an attorney-in-fact for Borrower to ensure the transfer to the Assignee of all of the Borrower's right, title and interest in and to the Trademarks; and

WHEREAS, the Assignee is desirous of acquiring the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lender hereby sells, assigns and transfers to the Assignee, and its successors, assigns and legal representatives, and the Assignee does hereby accept, all of the Borrower's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, together with the goodwill of the business symbolized by the Trademarks and registrations thereof.

THE LENDER MAKES NO REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE TRADEMARKS OR THE QUANTITY THEREOF; THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A

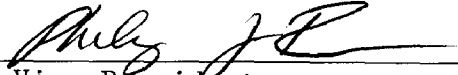
UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR VALUE OF THE TRADEMARKS; AND THE TRADEMARKS ARE SOLD AND ASSIGNED WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS.

It is the Lender's intent, under Section 9-504 of the UCC and other applicable law, to transfer all of the Borrower's right, title and interest in and to the Trademarks to the Assignee for value.

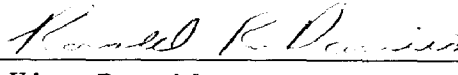
[Signature Page to Follow]

Signed this 12th day of November, 1999.

FINOVA CAPITAL CORPORATION

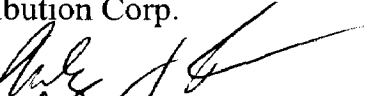
By: 
Its: Vice President

RON'S DREAM, INC.

By: 
Its: Vice President

Agreed and Acknowledged this 12th day of
November, 1999 by:

AMERITRUCK DISTRIBUTION CORP.
By: FINOVA CAPITAL CORPORATION,
as attorney-in-fact for Ameritruck
Distribution Corp.

By: 
Its: Vice President

[Signature Page to Trademark and Tradename Assignment for Ron's]

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 12th day of November, 1999, personally appeared Philip J. Isom, and known to me to be a Vice President of FINOVA Capital Corporation, the Lender above named, and acknowledged that he executed the foregoing Trademark and Tradename Assignment on behalf of said Lender and pursuant to authority duly received.



Patricia Ann Price
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 12th day of November, 1999, personally appeared Philip J. Isom, and known to me to be a Vice President of AmeriTruck Distribution Corp., the Borrower above named and acknowledged that he executed the foregoing Trademark and Tradename Assignment on behalf of said Borrower and pursuant to authority duly received.



Meredith A. Parsons
Notary Public
Fact for

** FINOVA Capital Corporation, as Attorney-in-Fact for*

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 12th day of November, 1999, personally appeared Ron Damico, and known to me to be a Vice President of Ron's Dream, Inc., the Assignee above named, and acknowledged that he executed the foregoing Trademark and Tradename Assignment on behalf of said Assignee and pursuant to authority duly received.



Patricia Ann Price
Notary Public

[Notary Page to Trademark and Tradename Assignment]

EXHIBIT 1
PATENTS TRADEMARKS AND COPYRIGHTS

PATENTS

NONE

TRADEMARKS

75/461,021

75/017,616

COPYRIGHTS

NONE

[Notary Page to Trademark and Tradename Assignment]