# P \$115.00 24897

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
POSTELL ASSOCIATES, INC.		01/11/2008	CORPORATION: GEORGIA

### **RECEIVING PARTY DATA**

Name:	POST-MARKS, INC.		
Street Address:	3925 Merriweather Woods		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	CORPORATION: GEORGIA		

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2489727	G FORCE
Registration Number:	3009958	G-FORCE
Registration Number:	3006892	G-FORCE RACING GEAR
Registration Number:	2829109	G-FORCE RACING GEAR

### **CORRESPONDENCE DATA**

Fax Number: (770)984-0098

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7709842300

Email: trademark@gardnergroff.com

Correspondent Name: Gardner Groff Greenwald & Villanueva, PC

Address Line 1: 2018 Powers Ferry Road

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER:	5P08.9-010 TM ASSIGNMENTS	
NAME OF SUBMITTER:	John W. Greenwald	

900096770 REEL: 003698 FRAME: 0774

Signature:	/jwg/
Date:	01/17/2008
Total Attachments: 10 source=Post-Marks, Inc. Corrective Assignments ource=Post-Marks, Inc. Corrective Assignments	nent - Executed#page2.tif nent - Executed#page3.tif nent - Executed#page4.tif nent - Executed#page5.tif nent - Executed#page5.tif nent - Executed#page6.tif nent - Executed#page7.tif nent - Executed#page8.tif nent - Executed#page8.tif

TRADEMARK
REEL: 003698 FRAME: 0775

### CORRECTIVE TRADEMARK ASSIGNMENT

WHEREAS, **POSTELL ASSOCIATES, INC.**, a Georgia corporation having a principal place of business at 1020 Sun Valley Drive, Roswell, Georgia 30076 (the "Assignor") and **POST-MARKS, INC.**, a Georgia corporation having a principal place of business at 3925 Merriweather Woods, Alpharetta Georgia 30022 (the "Assignee") on December 1, 2003 entered into three "Assignment of Trademark" agreements, copies of which are attached hereto as Attachments "A", "B", and "C" (the "Original Assignments"), which were intended to transfer from the Assignee to the Assignor all right, title, and interest in and to the marks "G-FORCE" and design and "G-FORCE RACING GEAR" and design (the "Marks"), including all registrations and pending applications therefor, all goodwill associated therewith, all rights to collect income, royalties, and damages with respect thereto, and all rights to sue for infringement thereof, in the United States and throughout the world;

WHEREAS, the Assignor has become aware of a typographical error in the Original Assignments, namely that the Assignee's name was misspelled in the singular form "Post-Mark, Inc."; and

WHEREAS, the Assignor desires to ensure that any and all rights it may have inadvertently retained in the Marks due to the typographical error in the Original Assignments are properly transferred to the Assignee;

NOW THEREFORE, for Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the extent that the Assignor may have inadvertently retained any rights in the Marks due to the typographical error in the Original Assignments, the Assignor does hereby assign, sell, and transfer to the ASSIGNEE (1) all right, title, and interest in and to the Marks, including all issued trademark registrations and pending trademark applications therefor throughout the world, as referenced in Attachment "D," together with the goodwill symbolized by the Marks; (2) all income, royalties, and damages heretofore or hereafter due or payable to the Assignor with respect to the Marks, including, without limitation, damages and payments for past, present, or future infringements and misappropriations

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of the Marks; and (3) all rights to sue and collect damages and other remedies for any past, present, or future infringements and misappropriations of the Marks; and

FURTHERMORE, this corrective trademark assignment is made retroactively to have effect as of December 1, 2003, the execution date of the Original Assignments, and to the extent any portion of this assignment is determined by a court of law or equity to be incapable of such retroactive effect, such portion of this assignment is effective as of the execution date indicated below.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized officer on the date indicated below.

POSTELL ASSOCIATES, INC.

Ву:

Robert Postell, CEO

Date:

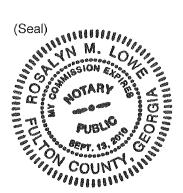
STATE OF GEORGIA

Before me, a Notary Public in and for the State of Georgia, on this day of the State of Postell Associates, Inc., who being duly sworn, signed and acknowledged the foregoing Corrective Trademark Assignment as his/her

free act and deed.

NOTARY PUBLIC

My Commission Expires:



# Attachment A

# ASSIGNMENT OF TRADEMARK

Post-Marks, Inc.

For good and valuable consideration this day paid by Post-Mark Inc. ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, Postell Associates, Inc. ("Assignor") hereby conveys, transfers, assigns, delivers and sets over to Assignee: (1) all of the right, title and interest in and to the mark and trade name G-FORCE and the related design depicted in Exhibit A attached hereto (the "Mark"), and all registrations therefor and applications for registration thereof, whether issued or pending, throughout the world (including, without limitation, Ser. No. 76/513,450 in the United States Patent & Trademark Office), together with the goodwill of the business relating to Mark, (2) all income, royalties and damages hereafter due or payable to Assignor with respect to the Mark, including, without limitation, damages and payments for past and future infringements and misappropriations of the Mark, and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

Assignor hereby further conveys, transfers, assigns, delivers and sets over to Assignee all rights in the trade dress, labels and designs, if any, associated with the Mark.

IN WITNESS WHEREOF, Assignor has duly executed this document as of the 1<sup>st</sup> day of December, 2003.

POSTELL ASSOCIATES, INC.:

 $\mathbf{R}_{\mathbf{W}}$ 

Robert Postell, President

# **Attachment A**

EXHIBIT A



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TRADEMARK REEL: 003698 FRAME: 0779

# Attachment B

# ASSIGNMENT OF TRADEMARK

Post-Marks, Inc.

For good and valuable consideration this day paid by Post-Mark Inc. ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, Postell Associates, Inc. ("Assignor") hereby conveys, transfers, assigns, delivers and sets over to Assignee: (1) all of the right, title and interest in and to the mark and trade name G-FORCE and the related design depicted in Exhibit A attached hereto (the "Mark"), and all registrations therefor and applications for registration thereof, whether issued or pending, throughout the world (including, without limitation, Reg. No. 2,489,727 in the United States Patent & Trademark Office), together with the goodwill of the business relating to Mark, (2) all income, royalties and damages hereafter due or payable to Assignor with respect to the Mark, including, without limitation, damages and payments for past and future infringements and misappropriations of the Mark, and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

Assignor hereby further conveys, transfers, assigns, delivers and sets over to Assignee all rights in the trade dress, labels and designs, if any, associated with the Mark.

IN WITNESS WHEREOF, Assignor has duly executed this document as of the 1<sup>st</sup> day of December, 2003.

POSTELL ASSOCIATES, INC.:

By: \_\_\_\_\_\_Robert Postell, President

# **Attachment B**

EXHIBIT A



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TRADEMARK REEL: 003698 FRAME: 0781

# **Attachment C**

# **ASSIGNMENT OF TRADEMARK**

Post-Marks, Inc

For good and valuable consideration this day paid by Post-Mark Inc. ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, Postell Associates, Inc. ("Assignor") hereby conveys, transfers, assigns, delivers and sets over to Assignee: (1) all of the right, title and interest in and to the mark and trade name G-FORCE RACING GEAR and the related design depicted in Exhibit A attached hereto (the "Mark"), and all registrations therefor and applications for registration thereof, whether issued or pending, throughout the world (including, without limitation, Ser. Nos. 76/370,979 and 76/513,549 in the United States Patent & Trademark Office), together with the goodwill of the business relating to Mark, (2) all income, royalties and damages hereafter due or payable to Assignor with respect to the Mark, including, without limitation, damages and payments for past and future infringements and misappropriations of the Mark, and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

Assignor hereby further conveys, transfers, assigns, delivers and sets over to Assignee all rights in the trade dress, labels and designs, if any, associated with the Mark.

IN WITNESS WHEREOF, Assignor has duly executed this document as of the 1<sup>st</sup> day of December, 2003.

POSTELL ASSOCIATES, INC.:

By: \_\_\_\_\_\_Robert Postell, President

# **Attachment C**

**EXHIBIT A** 



# **Attachment D**

COUNTRY

**FILING DATE** 

APPLICATION NO.

**REGISTRATION DATE** 

REGISTRATION NO.

G FORCE (& Design)



**UNITED STATES** 

5/13/1997

75/291,260

9/18/2001

2,489,727

**G-FORCE** 

CHINA

2/21/2001

2001-022506

3/14/2002

1730359

G-FORCE (& Design)



AUSTRALIA CHINA

8/13/2003

965975

8/13/2003

965975

**NEW ZEALAND NEW ZEALAND** 

2/21/2001 8/14/2003 2001-022464

9/21/2002

1992562

8/14/2003

684846

8/14/2003 8/14/2003

684846 684845

**UNITED STATES** 

5/12/2003

684845 76/513,450

11/1/2005

3,009,958

G-FORCE RACING GEAR (& Design)



AUSTRALIA	8/13/2003	965974	8/13/2003	965974
CANADA	2/26/2002	1132261	12/20/2004	TMA628,716
EUROPEAN UNION	1/12/2001	2050177	5/24/2002	2050177
NEW ZEALAND	8/14/2003	684839	8/14/2003	684839
NEW ZEALAND	8/14/2003	684840	8/14/2003	684840
NEW ZEALAND	8/14/2003	684841	8/14/2003	684841
NEW ZEALAND	8/14/2003	684842	8/14/2003	684842
NEW ZEALAND	8/14/2003	684844	8/14/2003	684844
UNITED STATES	5/12/2003	76/513,549	10/18/2005	3,006,892
UNITED STATES	2/15/2002	76/370,979	4/6/2004	2,829,109

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# G-FORCE RACING GEAR (& Design) – with color as an aspect of the mark



TAIWAN	5/5/2003	92029623	5/16/2004	1101030
TAIWAN	5/5/2003	92029625	5/16/2004	1101396
TAIWAN	5/5/2003	92029628	3/16/2004	1089297
TAIWAN	5/5/2003	93004276	2/1/2005	1139120