

07-14-1998

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TRADEMARK OFFICE

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Attorney Docket No. 9428-200001

**COVER SHEET FOR RECORDAL OF DOCUMENT (TRADEMARK)**

Hon. Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case. The following information is provided:

(1) **Name Of Party Conveying or Previously Holding The Interest:**

Parker Bros. Motorsports Warehouse

MRD  
6-29-98

(2) **Name And Address Of Party Receiving or Presently Holding The Interest:**

Marco Distributing Inc.  
925 Turnbull Drive  
Idaho Falls, Idaho 83401

(3) **Description Of The Transaction To Be Recorded:**

Assignment     License  
 Change of Name     Other \_\_\_\_\_

(4) **Application(s) and/or Trademark Registration(s) Against Which Enclosure Is To Be Recorded:**

Serial Number 1,816,946, filed \_\_\_\_\_  
 Application being filed concurrently herewith.  
 Reg. Number 1,816,946, registered January 18, 1994.

07/14/1998 DMBUYEN 00000067 1816946

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**CERTIFICATE OF MAILING**

*I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231 on* \_\_\_\_\_

By \_\_\_\_\_

(5) **Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:**

Monte L. Falcoff  
Harness, Dickey & Pierce, P.L.C.  
P.O. Box 828  
Bloomfield Hills, MI 48303

(6) **Number Of Applications and/or Trademark Registrations Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Registrations: 1  
Total Recordal Fee Enclosed: \$40.00

(7) **Date(s) The Document Was Executed:** June 8, 1998.

(8) **The Present Owner Of The Trademark Is Domiciled In The United States:**

Yes       No

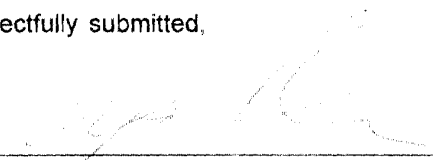
If "No", An Appointment of Domestic Representative:

- Has already been filed.
- Is enclosed herewith.
- Is not required. (Change of Name only)

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant(s) has/have not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due.

Respectfully submitted,

By:   
 \_\_\_\_\_  
 Monte L. Falcoff  
 Reg. No. 37,617  
 Attorney for Applicant(s)

Date: June 8, 1998

## ASSIGNMENT

ASSIGNMENT made this 8th day of June 1998 by and between Parker Bros. Motorsports Warehouse ("Assignor"), a Michigan corporation having its principal place of business at 3954 Dix Road, Lincoln Park, Michigan 48146 and Marco Distributing Inc. ("Assignee"), an Idaho corporation having its principal place of business at 925 Turnbull Drive, Idaho Falls, Idaho 83401.

WHEREAS, Assignor owns and has used, or is using, the trademark "JOE ROCKET" (the "Mark") in the United States and throughout the world.

WHEREAS, Assignor owns U.S. Trademark Registration No. 1,816,946 of the Principal Register for the Mark.

WHEREAS, Assignee is desirous of acquiring the Mark and all rights therein, including the goodwill of the business associated therewith, as well as the U.S. Federal registration identified therefore.

NOW, THEREFORE, in consideration of One Dollar (U.S.) and other valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee all its rights, title, and interest in and to the Mark and the U.S. federal registration identified therefore, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Mark.

Assignor warrants that it has good and valid title to the Mark, including the registration therefore.

Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue registrations on trademark and service mark applications, to issue any and all Certificates of Registration on said applications, and on any renewal applications therefore, to Marco Distributing Inc. as Assignee of the entire interest. Assignor hereby covenants that it has full right to convey the entire interests herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under

Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the present trademark.

PARKER BROS. MOTORSPORTS WAREHOUSE

By: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Bruce Parker", written over a horizontal line.

Bruce Parker  
Its President