

08-14-2001



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To the Honorable Commissioner of Patents

original documents or copy thereof.

101811450

1. Name of conveying party(ies):
Southern Management Development, Inc.

08/03/01

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

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

2. Name and address of receiving party(ies)

Name: GC Investment Holdings, Inc.
 Internal Address: _____
 Street: _____
 Address: 3235 Roswell Road, No. 703
 City: Atlanta State GA Zip 30305

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

08-03-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #71

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: May 14, 2001

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

A. Trademark Application No.(s)
75/739,506; 75/739,503; 75/738,971; 75/738,948

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Ms. Candy Stevens
 Internal Address: GC Investment Holdings, Inc.
 Street Address: 3235 Roswell Road, No. 703
 City: Atlanta State GA Zip: 30305

6. Total number of applications and registrations involved:..... 4

7. Total fee (37 CRT \$ 115.00
 3.41).....
 Enclosed

8. Deposit account number:
20-1507

(Attach duplicate copy of this page if paying by deposit account)

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.

Peter J. Pawlak, Jr.

August 3, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/13/2001 AHMED1 00000077 75739506

01 FC:481
02 FC:482

40.00 DP
75.00 DP

TRADEMARK
REEL: 002347 FRAME: 0721

EXHIBIT B
INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made this 14 day of May, 2001, between GC INVESTMENT HOLDINGS, INC. ("Assignee"), and SOUTHERN MANAGEMENT DEVELOPMENT, INC., formerly known as SOUTHERN COMPANY ENERGY SOLUTIONS, INC. ("Assignor").

PREMISES

Assignor is the owner of certain intellectual property and all right, title and interest in and to certain registrations and applications for such intellectual property all collectively set forth on Schedule 1.1(b) hereto (collectively, the "Intellectual Property"); and

Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Intellectual Property;

Accordingly, for the value received, Assignor and Assignee hereby agree as follows:

TERMS AND CONDITIONS

1. **Transfer and Assignment.** Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property, along with the right to recover for damages and profits and other remedies for past infringements of the Intellectual Property.

2. **Further Documentation and Actions.** Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Intellectual Property, and to enable such right, title and interest to be recorded in any Patent & Trademark Office and any other appropriate governmental authority or agency.

SIGNED, SEALED, AND DELIVERED.

"ASSIGNOR"

By: 
Name: BERTRAM SEARS
Title: PRESIDENT

**Amendment No. 1 to Asset Purchase Agreement and Conditional Assignment
and Trademark Security Agreement**

THIS AMENDMENT (the "Amendment") is made this ____ day of _____, 2001, between GC INVESTMENT HOLDINGS, INC. ("GC"), a Georgia corporation, and SOUTHERN MANAGEMENT DEVELOPMENT, INC. f/k/a SOUTHERN COMPANY ENERGY SOLUTIONS, INC. ("Energy Solutions"), a Georgia corporation.

WHEREAS, GC and Energy Solutions entered into an Asset Purchase Agreement on May 1, 2001 (the "Purchase Agreement");

WHEREAS, GC and Energy Solutions entered into a Conditional Assignment and Trademark Security Agreement on May 14, 2001 (the "Security Agreement"); and

WHEREAS, GC and Energy Solutions desire to amend the Purchase Agreement and the Security Agreement to correct certain schedules attached thereto.

NOW, THEREFORE, for value received, GC and Energy Solutions hereby agree as follows:

1. Schedule 1.1(b) of the Purchase Agreement and Schedule A of the Security Agreement are hereby amended by deleting their text in its entirety and replacing such text with the text on the attached Schedule A to this Amendment.
2. The Purchase Agreement and the Security Agreement, as amended by this Amendment, will each remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Amendment by their duly authorized representatives.

GC INVESTMENT HOLDINGS, INC.

By: 

Name: CANDIDA STEVENS

Title: PRESIDENT

SOUTHERN MANAGEMENT
DEVELOPMENT, INC.

By: 

Name: LEONARD J. HAYNES

Title: EXECUTIVE VP

**SCHEDULE A
INTELLECTUAL PROPERTY**

<u>Intellectual Property</u>	<u>Serial/Registration No.</u>	<u>Filing/Registration Date</u>
<u>TRADEMARKS</u>		
GOODCENTSENERGY.COM	75/739,506	06/29/1999
GOODCENTSENVIRONMENTAL.COM	75/739,503	06/29/1999
GOODCENTSHOME.COM	75/738,971	06/29/1999
GOODCENTSONLINE.COM	75/738,948	06/29/1999
COMMERCIAL GOOD CENTS	1,742,017	12/22/1992
COMMERCIAL GOOD CENTS & Design	1,740,433	12/15/1992
GOOD CENTS	2,373,361	08/01/2000
GOOD CENTS	2,269,771	08/10/1999
GOOD CENTS	2,250,519	06/01/1999
GOOD CENTS	2,341,743	04/11/2000
GOOD CENTS	2,373,362	08/01/2000
GOOD CENTS	2,347,535	05/02/2000
GOOD CENTS	2,267,718	08/03/1999
GOOD CENTS	2,373,405	08/01/2000
GOOD CENTS	75/412,381	12/30/1997
GOOD CENTS	75/412,177	12/30/1997
GOOD CENTS	1,787,257	08/10/1993
GOOD CENTS & Design	1,278,459	05/15/1984
GOOD CENTS COOLING & Design	75/745,649	07/08/1999

<u>Intellectual Property</u>	<u>Serial/Registration No.</u>	<u>Filing/Registration Date</u>
GOOD CENTS COOLING & Design	75/746,226	07/08/1999
GOOD CENTS ENVIRONMENTAL HOME	2,234,569	03/23/1999
GOOD CENTS ENVIRONMENTAL HOME & Design	2,198,786	10/20/1998
GOOD CENTS HEATING & Design	2,441,963	04/10/2001
GOOD CENTS HEATING & Design	75/733,944	06/22/1999
GOOD CENTS HOME Stylized	1,111,117	01/09/1979
GOOD CENTS LIVING & Design	75/733,959	06/22/1999
GOOD CENTS LIVING & Design	75/744,492	07/07/1999
GOOD CENTS LIVING & Design	2,420,775	01/16/2001
GOOD CENTS PREMIER HOME	2,198,787	10/20/1998
GOOD CENTS PREMIER HOME & Design	2,198,781	10/20/1998
GOOD CENTS SELECT	2,371,579	07/25/2000
GOOD CENTS SUMMER & Design	75/733,622	06/22/1999
GOOD CENTS SUMMER & Design	75/733,687	06/22/1999
GOOD CENTS WINTER & Design	75/733,941	06/22/1999
GOOD CENTS WINTER & Design	75/733,946	06/22/1999
SUPER GOOD CENTS	1,726,584	10/20/1992
SUPER GOOD CENTS & Design	1,726,583	10/20/1992
GOOD CENTS ENERGY	75/739,513	06/29/1999
GOOD CENTS ENVIRONMENTAL	75/739,502	06/29/1999
GOOD CENTS HOME	75/751,368	06/29/1999

<u>Intellectual Property</u>	<u>Serial/Registration No.</u>	<u>Filing/Registration Date</u>
GOOD CENTS ONLINE	75/738,955	06/29/1999
CENTSABLE CONTRACTOR	1,413,807	10/14/1986
CENTSABLE ENERGY CHECK	1,390,330	04/15/1986
RBEP-PC	1,459,926	10/06/1987
UVALUPDT	1,462,604	10/27/1987
RESCALC	1,459,925	10/06/1987
GLASUPDT	1,459,927	10/06/1987
RESENRGY	1,459,930	10/06/1987
RATEUPDT	1,459,928	10/06/1987
RESECON	1,459,929	10/06/1987

DOMAIN NAMES

goodcents.com

goodcents.net

goodcents4electric.com

goodcents4energy.com

goodcents4power.com

goodcentselectricmall.com

goodcentsemail.com

goodcentsenergy.com

goodcentsenergymall.com

goodcentsenvironmental.com

goodcentsgasmall.com

Schedule A - Amended Schedule for GOOD CENTS Deal.doc

Intellectual Property

Serial/Registration No.

Filing/Registration Date

goodcentshome.com

goodcentsimall.com

goodcentsliving.com

goodcentsonline.com

goodcentspowermall.com

Schedule A - Amended Schedule for GOOD CENTS Deal.doc

RECORDED: 08/03/2001

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