

07-05-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

REC T



102145787

J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Injoy, Inc. **7-2-02**

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

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

2. Name and address of receiving party(ies)
Name: Maximum Impact, Inc.
Internal Address: _____
Address: _____
Street Address: 4725 River Green Parkway
City: Duluth State: GA Zip: 30096

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Georgia
 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: June 19, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
2,242,528; 2,242,529

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kevin Small
 Internal Address: _____
 Street Address: 4725 River Green Parkway
 City: Duluth State: GA Zip: 30096

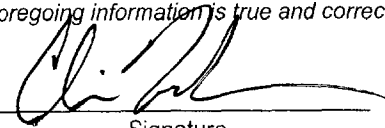
6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (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.

Christopher A. Ferebee  June 24, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

07/05/2002 MUELLER 00000028 2242528

01 FC 481 40.00 OP
02 FC 482 25.00 OP

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

TRADEMARK REEL: 002537 FRAME: 0799

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made and entered into as of the 19th day of June, 2002 (hereinafter referred to as the "Effective Date"), by and between **INJOY, INC.**, a Georgia Corporation (hereinafter referred to as "Assignor"), and **MAXIMUM IMPACT, INC.**, a Georgia Corporation (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the trademark registrations for the mark identified more fully in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Trademark"), and further, is the sole and exclusive owner of all business goodwill related therewith; and

WHEREAS, Assignee desires to acquire all rights, title, and interest in and to the Trademark and all business goodwill related therewith;

NOW, THEREFORE, the parties hereto agree to the following terms and conditions.

TERMS AND CONDITIONS

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in and to the Trademark, and the business goodwill associated therewith, including, without limitation, all renewals therefor, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill of the business associated with and symbolized by the Trademark. Upon execution of this Agreement, Assignor shall provide to Assignee the original certificate of registration issued by the United States Patent and Trademark Office.

2. Consideration. In consideration for the assignment set forth in Section 1 above, Assignee shall pay Assignor the sum of One Dollar (\$1.00), and such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee that:

3.1 Assignor has the right, power and authority to enter into this Agreement;

3.2 Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark, and all business goodwill associated therewith;

3.3 The Trademark is free of any liens, security interests, encumbrances or licenses;

3.4 The Trademark does not infringe the rights of any person or entity;

3.5 There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;

3.6 This Agreement is valid, binding and enforceable in accordance with its terms; and

3.7 Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts. Both parties hereby agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date described above.

ASSIGNOR:

**INJOY, INC., A GEORGIA
CORPORATION**

By: Kevin Small
Kevin Small, President
[Please sign name and print name and title]

ASSIGNEE:

**MAXIMUM IMPACT, INC., A GEORGIA
CORPORATION**

By: Kevin Small
Kevin Small, President
[Please sign name and print name and title]

STATE OF GEORGIA)

COUNTY OF Gwinnett) ss.

On 6-19, 2002, before me, [Signature], a Notary Public, personally appeared _____ and Kevin Small, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

Notary Public, Gwinnett County Georgia
My Commission Expires April 18, 2004

EXHIBIT "A"
DESCRIPTION OF TRADEMARK
AND ACCOMPANYING REGISTRATION

<i>MARK</i>	<i>REGISTRATION NUMBER</i>	<i>REGISTRATION DATE</i>	<i>CLASS</i>
MAXIMUM IMPACT	2,242,528	May 4, 1999	016
MAXIMUM IMPACT	2,242,529	May 4, 1999	009

EXHIBIT "A"
DESCRIPTION OF TRADEMARK
AND ACCOMPANYING REGISTRATION

<i>MARK</i>	<i>REGISTRATION NUMBER</i>	<i>REGISTRATION DATE</i>	<i>CLASS</i>
MAXIMUM IMPACT	2,242,528	May 4, 1999	016
MAXIMUM IMPACT	2,242,529	May 4, 1999	009