

07-25-2003

Washington, D.C. 20231

FORM PTO-1618A

RECORD

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

T

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

document or copy thereof.



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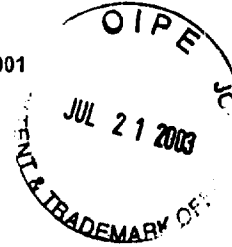
7-21-03

1. Submission Type

- New
- Resubmission (Non-Recordation)
- Correction of PTO Error
- Corrective Document

2. Name of Conveying Party(ies):

THE GOODYEAR TIRE & RUBBER COMPANY
 1144 EAST MARKET
 AKRON, OHIO 44316-0001



3. Name and Address of Receiving Party(ies):

Name: **TBC BRANDS, LLC**
 Street Address: **639 ISBELL ROAD, SUITE 390**
 City: **RENO**
 State: **NEVADA** Zip: **89509**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **OHIO**
- Other:

Additional Name(s) of conveying attached? Yes No

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

4. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

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

Execution Date: **JULY 9, 2003**

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

A. Trademark Applicant No.(s)

B. Trademark Registration No.(s)

750,869 (registered June 11, 1963)
1,615,599 (registered October 2, 1990)

Additional Sheet attached? Yes No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136
JACOBSON HOLMAN PLLC
 400 7th Street, N.W.
 Washington, DC 20004
 Tel. 202-638-6666

Attorney Docket No. **1952/T-33624US0; T-33625US0**

7. Number of applications and registrations involved: **2**

8. Total fee (37 CFR 3.41)..... \$ **65.00**

- Enclosed
- Any deficiencies in enclosed fees are authorized to be charged to account **06-1358**

DO NOT USE THIS SPACE

10. 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.

MARSHA G. GENTNER

Name of Person Signing

[Signature]

Signature

July 18, 2003

Date

Total number of pages excluding cover sheet: **3**

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Assignment made this 9th day of July, 2003, by and between The Goodyear Tire & Rubber Company, an Ohio corporation having its principal office at 1144 East Market, Akron, Ohio 44316-0001 (hereinafter "Assignor"), and TBC Brands, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, located and doing business at 639 Isbell Road, Suite 390, Reno, Nevada 89509 (hereinafter "Assignee").

WHEREAS, as of September 1, 2002, (hereinafter, the "Effective Date), Assignor was the owner of the trademarks VANDERBILT and TURBO-TECH as used in connection with tires, and the respective registrations therefor, as set forth in Exhibit A hereto (hereafter, collectively, the ASSIGNED TRADEMARKS);

WHEREAS, on or about April 30, 2001, Assignor did agree to sell, assign and transfer to Assignee all right, title and interest in and to the ASSIGNED TRADEMARKS on or before January 1, 2003; and

WHEREAS, through an oversight and inadvertence, said Assignment was not set forth in a document suitable for recordation with the U.S. Patent and Trademark Office, but the parties now wish to do so.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby, *nunc pro tunc*, as of the Effective Date sell, assign, set over and transfer to said Assignee, all right, title and interest in and to the ASSIGNED TRADEMARKS, and the trademark registrations therefor as set forth in Exhibit A hereto, together with

the whole of the goodwill of the business symbolized by said mark, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damage by reason of past infringement of the aforesaid trademarks and registrations, with the right to sue for and collect the same for its own use and behalf, and for the use and on behalf of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, said Assignor has executed the foregoing instrument, this 9th day of July, 2003.

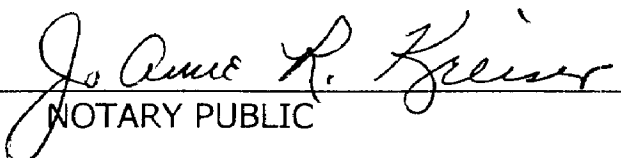
THE GOODYEAR TIRE & RUBBER COMPANY

By: 
Jonathan D Rich
President, North American Tire

Attest: 
Assistant Secretary

STATE OF OHIO)
COUNTY OF SUMMIT) SS:
UNITED STATES OF AMERICA)

Subscribed and sworn to before me this 9th day of July, 2003.


NOTARY PUBLIC

JO ANNE R. KREISER, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Dec. 25, 2003

TRADEMARK
REEL: 002785 FRAME: 0956

EXHIBIT A

UNITED STATES

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
TURBO-TECH	1,615,599	October 2, 1990
VANDERBILT	750,869	June 11, 1963

CANADA

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
TURBO-TECH	TMA380575	February 22, 1991
VANDERBILT	TMA439352	February 17, 1995