

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
GoldK, Inc.		12/17/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Retirement Plan Company, LLC
Street Address:	5203 Maryland Way
Internal Address:	Suite 200
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37204-1869
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2843924	RECORDK
Registration Number:	2684840	ETPA
Registration Number:	2638102	GOLDK
Registration Number:	2660377	1-CLICK IRA ROLLOVER
Registration Number:	2593899	SAFEHARBORK
Registration Number:	2587610	BASICK
Registration Number:	2587605	SMALLBIZK
Registration Number:	2587603	ENTERPRISEK
Registration Number:	2587604	PROFITK

CORRESPONDENCE DATA

Fax Number: (716)674-5595
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 716-674-4710

OP \$240.00 2843924

Email: blewandowski@lewandowskiandassoc.com
Correspondent Name: Brian N. Lewandowski
Address Line 1: 721 Center Road
Address Line 4: West Seneca, NEW YORK 14224

NAME OF SUBMITTER:	John K. Kopra
Signature:	/John K. Kopra/
Date:	02/11/2005

Total Attachments: 4
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GOLDK, INC.

**BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Bill of Sale*"), dated this 17th day of December, 2004 is entered into by and between GoldK, Inc., a Delaware corporation ("*Assignor*"), and The Retirement Plan Company, LLC, a Delaware limited liability company ("*Company*"), is executed and delivered pursuant to that certain TRPC Contribution Agreement dated December 17, 2004 (the "*Agreement*"), by and among Assignor, Company and The Retirement Company of Nashville, LLC, a Tennessee limited liability company, and is subject to the terms and conditions thereof. All capitalized terms used and not defined in this Bill of Sale shall have the meanings attributed to them in the Agreement.

NOW, THEREFORE, pursuant to the terms of the Agreement and for the consideration set forth therein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Subject to the terms and conditions set forth in the Agreement, and on the basis of the representations and warranties set forth therein, Assignor hereby sells, grants, conveys, assigns, transfers and delivers to Company all of Assignor's right, title and interest in and to the Contributed Assets, free and clear of any and all Encumbrances of any kind whatsoever. The Company hereby purchases, assumes and accepts the Contributed Assets, but does not assume any liabilities or obligations whatsoever of the Assignor other than the Assumed Liabilities.

2. In consideration of the sale, conveyance, transfer, assignment and delivery of the Contributed Assets to the Company, the Company hereby assumes and agrees to pay, honor or perform or otherwise discharge when due the Assumed Liabilities. It is expressly understood that the Company is not assuming or agreeing to perform, discharge or pay any liabilities not contemplated to be assumed by the Company pursuant to the terms of the Agreement.

3. The Contributed Assets are transferred to Company subject to the representations and warranties of Assignor expressly set forth in the Agreement, which are reaffirmed for all purposes herein.

4. The Assignor hereby constitutes and appoints the Company as its true and lawful attorney, with full power of substitution, in the name of Company or in the name of Assignor, but on behalf of and for the sole benefit of Company, to institute and prosecute, in the name of Assignor or otherwise, all proceedings which the Company may deem proper in order to receive, collect, assert or enforce any claim, right, interest or title of any kind in or to the Contributed Assets hereby granted and assigned to the Company, to defend and compromise any and all actions, suits or proceedings in respect thereof, and to do all such acts and things and execute any

instruments in relation thereto as the Company shall deem advisable. Without limiting the foregoing, the Assignor hereby authorizes any officer of the Company to endorse or assign any instrument, contract or chattel paper relating to the Contributed Assets, other than the Agreement.

5. The Assignor covenants and agrees that in the event that (i) any property, Contributed Assets or rights covered in this Bill of Sale cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date hereof been given or obtained, or (ii) any such property, Contributed Assets or rights are non-assignable by their nature and will not pass by this Bill of Sale, the beneficial interest in and to the same will in any event pass to the Company, as the case may be; and the Assignor covenants and agrees (a) to hold, and hereby declares that it holds, such property, Contributed Assets or rights in trust for, and for the benefit of, the Company, and (b) to use all reasonable means to obtain and to secure such consent and give such notice as may be required to effect a valid transfer or transfers of such property, Contributed Assets or rights. Upon receipt of any such consent, such property shall automatically be transferred to the Company hereunder and included in this Bill of Sale for all purposes.

6. The Assignor further agrees that it will at any time and from time to time, at the request of the Company, execute and deliver to the Company all other and further instruments reasonably necessary to vest in the Company the right, title and interest in or to any of the Contributed Assets which this instrument purports to transfer to the Company.

7. Any individual, partnership, corporation or other entity may rely, without further inquiry, upon the powers and rights herein granted to the Company and upon any notarization, certification, verification or affidavit by any notary public of any state relating to the authorization, execution and delivery of this Bill of Sale or to the authenticity of any copy, conformed or otherwise, hereof.

8. All of the terms and provisions of this Bill of Sale will be binding upon Assignor and its successors and assigns and will inure to the benefit of Company and its successors and assigns.

9. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to conflicts of law principles thereunder.

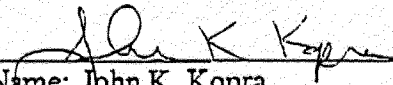
10. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale, Assignment and Assumption Agreement to be executed as of the date and year first set forth above.

THE RETIREMENT PLAN COMPANY, LLC

By:


Name: John K. Kopra
Title: President

GOLDK, INC.

By:


Name: Paul Zurlo
Title: President

[SIGNATURE PAGE TO GOLDK BILL OF SALE]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale, Assignment and Assumption Agreement to be executed as of the date and year first set forth above.

THE RETIREMENT PLAN COMPANY, LLC

By: _____
Name: John K. Kopra
Title: President

GOLDK, INC.

By: _____
Name: Paul Zurlo
Title: President

[SIGNATURE PAGE TO GOLDK BILL OF SALE]