

Form PTO-1594
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
GC INVESTMENT HOLDINGS, INC.

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

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

3. Nature of conveyance:

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

Execution Date: 12/29/2004

2. Name and address of receiving party(ies)

Name: GOODCENTS CONCEPTS, INC.

Internal

Address: _____

Street Address: 1899 Parker Court

City: Stone Mountain State: GA Zip: 30087

- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,267,718;
2,347,535; 2,341,743; 2,269,771

Additional number(s) attached Yes No

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

Name: Gardner Groff, P.C.

Internal Address: Suite 800

Street Address: 2018 Powers Ferry Road

City: Atlanta State: GA Zip: 30339

6. Total number of applications and registrations involved: _____

20

7. Total fee (37 CFR 3.41).....\$ 515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Arthur A. Gardner
Name of Person Signing


Signature

July 19, 2005
Date

Total number of pages including cover sheet, attachments, and document: 11

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

OP \$515.00 2267718

Recordation Form Cover Sheet**Page 2 of 2****Additional Trademark Registration Numbers:**

2,373,405

2,373,362

2,373,361

1,787,257

2,250,519

1,278,459

2,234,569

2,198,786

2,592,144

1,111,117

2,371,579

2,870,988

2,748,183

2,877,696

1,726,584

1,726,583

**AGREEMENT AND PLAN OF MERGER OF
GC INVESTMENT HOLDINGS, INC. WITH AND INTO
GOODCENTS CONCEPTS, INC.**

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 29th day of December, 2004 by and between GOODCENTS CONCEPTS, INC., a Georgia corporation and GC INVESTMENT HOLDINGS, INC., a Georgia corporation, said companies being hereinafter sometimes collectively referred to as the "Constituent Corporations".

WITNESSETH:

WHEREAS, GC INVESTMENT HOLDINGS, INC. is a corporation organized under the laws of the State of Georgia with its principal office therein located at 1899 Parker Court, Stone Mountain, Georgia 30087, County of Gwinnett;

WHEREAS, GC INVESTMENT HOLDINGS, INC. has authorized capital stock consisting of: 1,000,000 shares of capital stock consisting of 800,000 shares of common stock and 200,000 shares of preferred stock ("GC Common Stock") of which no shares of preferred are issued and outstanding and 97,000 shares of common are issued and outstanding, and 703,000 shares of common are held in the treasury;

WHEREAS, GOODCENTS CONCEPTS, INC is a corporation organized under the laws of the State of Georgia with its principal office therein located at 1899 Parker Court, Stone Mountain, Georgia 30087, County of Gwinnett;

WHEREAS, GOODCENTS CONCEPTS, INC has authorized capital stock consisting of: 2,000,000 shares of common stock ("GOODCENTS Common Stock"); and 1,000,000 shares of preferred stock of which no shares of preferred and 900,000 shares of common are issued and outstanding and 100,000 shares are held in the treasury;

WHEREAS, the laws of the State of Georgia permit a merger of the Constituent Corporations;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that GC INVESTMENT HOLDINGS, INC. be merged with and into GOODCENTS CONCEPTS, INC on the terms and conditions hereinafter set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement; and directed that the proposed merger be

submitted to the shareholders of GC INVESTMENT HOLDINGS, INC. and GOODCENTS CONCEPTS, INC., and recommended to such shareholders approval of the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Georgia Business Corporation Code (the "Code"), that GC INVESTMENT HOLDINGS, INC. shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into GOODCENTS CONCEPTS, INC. (which shall continue to be known as GOODCENTS CONCEPTS, INC. subsequent to such merger being hereinafter sometimes referred to as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "GOODCENTS CONCEPTS, INC.," and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, the manner of converting shares are and shall be as follows:

Section 1.
Merger

1.1 On the Effective Date, GC INVESTMENT HOLDINGS, INC. shall be merged with and into GOODCENTS CONCEPTS, INC., and GOODCENTS CONCEPTS, INC. shall continue in existence and the merger shall in all respects have the effect provided for in Section 14-2-1106 of the Georgia Business Corporation Code.

1.2 Without limiting the foregoing, on and after the Effective Date, the separate existence of GC INVESTMENT HOLDINGS, INC. shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3 Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of GC INVESTMENT

HOLDINGS, INC., the last acting officers of GC INVESTMENT HOLDINGS, INC., or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2.
Terms of Transaction

2.1 Upon the Effective Date:

(a) Immediately prior to the Effective Date, the shareholders listed in Subparagraph 2.1(a)(i) who collectively hold 97,000 shares of GC INVESTMENT HOLDINGS, INC. shall contribute all their shares in GC INVESTMENT HOLDINGS, INC. and shall receive in turn shares of GOODCENTS CONCEPTS, INC. in accordance with the table set out in Subparagraph 2.1(a)(i) below:

(a)(i)

GC Investment Holdings, Inc.				
Stockholders:	# Shares	Stock Value	% Shares	# GCC Shares
Burton, Hal & Elizabeth	400	\$649.03	0.41%	32,370.16
Ellis, Joe & Jane	2,000	\$3,245.14	2.06%	161,850.78
England, Lynn	41,000	\$66,525.34	42.27%	3,317,941.04
Franklin, Jeffrey & Patricia	400	\$649.03	0.41%	32,370.16
Good, Ed	32,000	\$51,922.22	32.99%	2,589,612.62
Gray, Roger	800	\$1,298.06	0.82%	64,740.31
Mason, Clayt	10,000	\$16,225.69	10.31%	809,253.91
Ricci, John & Sabrina	400	\$649.03	0.41%	32,370.16
Ricci, Michael	400	\$649.03	0.41%	32,370.16
Shafe, Jimmy	2,000	\$3,245.14	2.06%	161,850.78
Shoup, Greg	1,600	\$ 2,596.11	1.65%	129,480.63
				-
Mason, Phillip & Nikki	4,000	\$6,490.28	4.12%	323,701.57
Whitehurst, Benjamin	2,000	\$3,245.14	2.06%	161,850.78

(b) Each share of GC INVESTMENT HOLDINGS, INC. Common Stock issued and outstanding immediately prior to the Effective Date (other than shares held by GC INVESTMENT HOLDINGS, INC. and other than Dissenting Shares, as defined in Section 2.3 hereof) shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into shares of GOODCENTS CONCEPTS, INC. Common Stock in accordance with the table set out in Subparagraph 2.1(a)(1) above and 2.1(c) below, subject to the provisions of Section 2.2 below, the shares of Common Stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

(c)

GoodCents Concepts, Inc.					
Stockholders:	# Shares	% Shares	New Shares	Total Shares	New % Shares
Burton, Hal & Elizabeth	5,400	0.60%	32,370.16	37,770.16	0.43%
Ellis, Joe & Jane	27,000	3.00%	161,850.78	188,850.78	2.16%
England, Lynn	270,000	30.00%	3,317,941.04	3,587,941.04	41.01%
Franklin, Jeffrey & Patricia	5,400	0.60%	32,370.16	37,770.16	0.43%
Good, Ed	207,000	23.00%	2,589,612.52	2,796,612.52	31.96%
Gray, Roger	10,800	1.20%	64,740.31	75,540.31	0.86%
Mason, Clayt	270,000	30.00%	809,253.91	1,079,253.91	12.33%
Ricci, John & Sabrina	5,400	0.60%	32,370.16	37,770.16	0.43%
Ricci, Michael	5,400	0.60%	32,370.16	37,770.16	0.43%
Shafe, Jimmy	27,000	3.00%	161,850.78	188,850.78	2.16%
Shoup, Greg	21,600	2.40%	129,480.63	151,080.63	1.73%
Mason, Phillip & Nikki	-	0.00%	323,701.57	323,701.57	3.70%
Whitehurst, Benjamin	-	0.00%	161,850.78	161,850.78	1.85%
Heissner, Stephan	600	0.07%	-	600.00	0.01%
Lupsha, Greg	200	0.02%	-	200.00	0.00%
Ribbans, Kim		1.18%	-		0.12%

	10,600			10,600.00	
Armstead-Winum, Stephanie	600	0.07%	-	600.00	0.01%
Options	33,000	3.67%	-	33,000.00	0.38%
	900,000	100.00%	7,849,762.96	8,749,762.96	100.00%

(d) Each share of GC INVESTMENT HOLDINGS, INC. Common Stock held in the treasury of GC INVESTMENT HOLDINGS, INC. immediately prior to the Effective Date of the merger shall by virtue of the merger and without any action on the part of the holder thereof, be cancelled and retired and cease to exist without any conversion thereof.

2.2 After the Effective Date, each holder of an outstanding certificate or certificates which immediately prior thereto represented shares of GC INVESTMENT HOLDINGS, INC. Common Stock (other than holders of Dissenting Shares) will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of GOODCENTS CONCEPTS, INC. Common Stock of the Surviving Corporation into which the aggregate number of shares of GC INVESTMENT HOLDINGS, INC. Common Stock, as appropriate, previously represented by such certificate or certificates surrendered shall have been converted pursuant to Section 2.1 of this Agreement.

2.3 Notwithstanding any provision of this Agreement to the contrary, shares of GC INVESTMENT HOLDINGS, INC. which are issued and outstanding immediately prior to the Effective Date and which are held by shareholders who have timely filed with GC INVESTMENT HOLDINGS, INC. a written objection to the merger (the "Dissenting Shares") shall not be converted into or represent a right to receive 80.92540 shares of GOODCENTS CONCEPTS, INC. Common Stock pursuant to Section 2.1 hereof, but the holder thereof shall be entitled only to such rights as are granted by Article 13 of Code. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the foregoing Article of the Code shall receive payment therefor from GOODCENTS CONCEPTS, INC in accordance with the Code. If such holder shall have failed to perfect, or shall have effectively withdrawn or lost, his right to appraisal and payment for his shares under the foregoing Article of the Code, each such share shall be converted into and represent the right to receive shares of GOODCENTS CONCEPTS, INC. Common Stock pursuant to Section 2.1 hereof, upon surrender of the certificate representing such shares to GOODCENTS CONCEPTS, INC.

Section 3.
Amendment of Articles of Incorporation of
GoodCents Concepts, Inc.

3.1 On the Effective Date, the Articles of Incorporation of GOODCENTS CONCEPTS, INC. shall be amended to increase the number of authorized shares of common stock from 2,000,000 shares to 10,000,000 shares and the total number of authorized shares, including 1,000,000 authorized preferred shares to 11,000,000 shares.

Section 4.
Directors and Officers

The persons who are directors and officers of GOODCENTS CONCEPTS, INC. immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

Section 5.
Articles of Incorporation and Bylaws

4.1 From and after the Effective Date, the Articles of Incorporation of GOODCENTS CONCEPTS, INC. as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2 From and after the Effective Date, the bylaws of GOODCENTS CONCEPTS, INC. in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

Section 6.
Shareholder Approval, Effectiveness of Merger

This Agreement shall be submitted for approval to the shareholders of GC INVESTMENT HOLDINGS, INC. and GOODCENTS CONCEPTS, INC. as provided by the Code. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such shareholders and is not terminated and abandoned pursuant to the provisions of Section 7 hereof, this Agreement shall be executed, and this Agreement, and Articles of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the State of Georgia as soon as practicable after the last approval by

such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective on December 31, 2004 (said date is herein referred to as the "Effective Date").

Section 7. **Termination**

At any time prior to the filing of the Articles or Certificate of Merger by the Secretary of State of Georgia, the Board of Directors of GC INVESTMENT HOLDINGS, INC. or GOODCENTS CONCEPTS, INC. may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of either such corporation or earlier approval by the Boards of Directors of such corporations. Without limiting the generality of the foregoing, the Board of Directors of GC INVESTMENT HOLDINGS, INC. or GOODCENTS CONCEPTS, INC. may terminate and abandon this Agreement at any time prior to such filing, or if more than TEN PERCENT (10%) of the holders of shares of GC INVESTMENT HOLDINGS, INC. or more than TEN PERCENT (10%) of the holders of shares of GOODCENTS CONCEPTS, INC. exercise their dissenters' rights pursuant to Article 13 of the Code in connection with the merger.

Section 8. **Miscellaneous**

7.1 This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia.

7.3 Each shareholder in the surviving corporation will execute a Subchapter S election in the form approved by the certified public accountant and counsel for GOODCENTS CONCEPTS, INC. preserving the Subchapter S character of the surviving corporation.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to

be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.

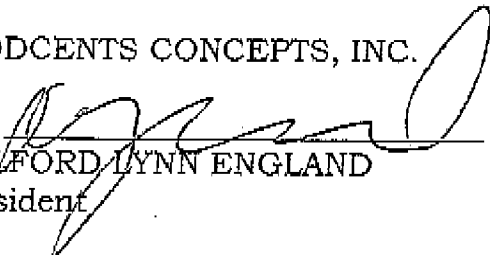
GC INVESTMENT HOLDINGS, INC.

By: 
DALFORD LYNN ENGLAND
President

ATTEST: (Seal)

By: 
CLAYT S. MASON
Secretary

GOODCENTS CONCEPTS, INC.

By: 
DALFORD LYNN ENGLAND
President

ATTEST: (Seal)

By: 
CLAYT S. MASON
Secretary