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
Pace International, LLC		101/03/2006 1	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	CJB Industries, Inc.	
Street Address:	2114 Cypress Street	
City:	Valdosta	
State/Country:	GEORGIA	
Postal Code:	31603	
Entity Type:	CORPORATION: GEORGIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0821821	ACTIVATE

CORRESPONDENCE DATA

Fax Number: (919)484-2376

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919-484-2333

Email: trademarksrtp@wcsr.com
Correspondent Name: Mitchell A. Tuchman
Address Line 1: PO Box 13069

Address Line 4: Research Triangle Pk, NORTH CAROLINA 27709

ATTORNEY DOCKET NUMBER:	47918.1.9
NAME OF SUBMITTER:	Mitchell A. Tuchman
Signature:	/Mitchell A. Tuchman/
Date:	01/20/2006

TRADEMARK

REEL: 003230 FRAME: 0923

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Total Attachments: 1

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ASSIGNMENT

THIS ASSIGNMENT, effective as of the date shown below, is from Pace International, LLC, a Washington limited liability company ("Assignor"), to CJB Industries, Inc., a Georgia corporation ("Assignee").

RECITALS

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademark ACTIVATE (the "Mark") and the related United States trademark registration, U.S. Reg. No. 0821821, together with any and all goodwill of the business associated with the Mark; and

WHEREAS, Assignee desires to acquire the Mark and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Mark to Assignee;

NOW, THEREFORE, for \$250.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- Assignor hereby assigns to Assignee all right, title and interest in and to the Mark, together with (i) the goodwill of the business symbolized by the Mark and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Mark.
- Assignor further agrees without additional consideration but at no out-of-pocket 2. cost to Assignor, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Mark and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

PACE INTERNATIONAL, LLC

Date

Title

WCSR 1770718v1

TRADEMARK REEL: 003230 FRAME: 0925

RECORDED: 01/20/2006