

12-17-2002

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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

102312767

To the Honorable Commissioner
for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-25-02
GREATRACE, LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-
 Other Texas Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: RALLY PARTNERS, INC.
Internal Address: _____
Street Address: 100 Thermon Drive
City: San Marcos State: Texas Zip: 78666
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Corporation-State of Nevada
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation 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: November 12, 2002

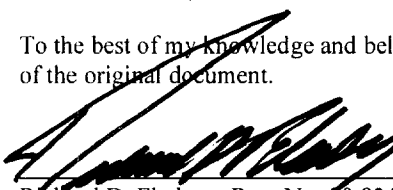
Application number(s) or trademark number(s):
A. Trademark Application No(s).
B. Trademark registration No(s).
1,738,576

Additional numbers attached? Yes No

4. Name and address of party to whom correspondence concerning document should be mailed:
Name: Richard D. Fladung
Internal Address: AKIN, GUMP, STRAUSS,
HAUER & FELD, L.L.P.
Street Address: 711 Louisiana Street
Suite 1900 South
City: Houston State: TX Zip: 77002

5. Total number of applications and registrations involved: 1
6. Total fee (37 C.F.R. § 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
7. Deposit account number:
16-2435
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. 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.

Richard D. Fladung, Reg. No. 50,834 Date November 19, 2002

Total number of pages including cover sheet, attachments and document: 3

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TRADEMARK
REEL: 002634 FRAME: 0528

TRADEMARK ASSIGNMENT

WHEREAS, GREATTRACE, LLC organized and existing under the laws of the State of Texas, with its principal place of business at 114 North Crockett Street, Granbury, Texas, United States of America ("Assignor"), has used the Trademarks set forth on the attached Schedule of Trademark; and

WHEREAS, RALLY PARTNERS, INC organized and existing under the laws of the State of Nevada, with its principal place of business at 100 Thermon Drive, San Marcos, Texas, United State of America ("Assignee"), is desirous of acquiring any and all rights that Assignor may have throughout the world in and to the Trademarks and the applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee, effective June 14, 2002 ("Effective Date"), all of Assignor's rights, title, and interest in and to the Trademarks and the registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof, regardless of whether such infringement occurred before or occurs after the Effective Date.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

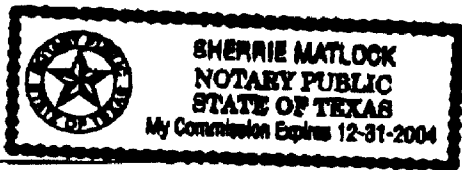
Dated this 12 day of November 2002.

ASSIGNOR, GREATTRACE, LLC

By: Thomas McRae
Name: Thomas McRae
Title: President

Signed and sworn to before me this 12th day of November, 2002.

Sherrie Matlock
Name: Sherrie Matlock
Notary Public, State of Texas
MY COMMISSION EXPIRES: _____



SCHEDULE OF TRADEMARKS

Registered Trademark

Trademark	U.S. Registration No.	Goods and Services
GREAT AMERICAN RACE	1,738,576	Promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with antique automobile road rallies and entertainment services in the nature of rallies exclusively for licensable roadworthy antique motor vehicles staged over public road courses

Common Law

Trademark		Goods and Services
GREAT RACE		Promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with motor vehicle rallies and entertainment services in the nature of rallies exclusively for motor vehicles staged over a racecourse