

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
Jeffrey L. Hill, Trustee of the Bankruptcy Estate of Rally Partners, Inc.		04/09/2010	TRUSTEE:
RECEIVING PARTY DATA			
Name:	Coker Tire Company		
Street Address:	1317 Chestnut Street		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2936807	GREAT RACE	
Registration Number:	2972869	RALLY PARTNERS, INC. GREATTRACE WWW.GREATTRACE.COM	
Registration Number:	2974411	GREATTRACE 1	
CORRESPONDENCE DATA			
Fax Number:	(423)508-1277		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	423.757.0277		
Email:	dhill@cbslawfirm.com		
Correspondent Name:	David J. Hill		
Address Line 1:	1000 Tallan Building		
Address Line 2:	Two Union Square		
Address Line 4:	Chattanooga, TENNESSEE 37402		
ATTORNEY DOCKET NUMBER:	17479_00-0903		

OP \$90.00 2936807

900160858

**TRADEMARK
 REEL: 004195 FRAME: 0490**

NAME OF SUBMITTER:	David J. Hill
Signature:	/David J. Hill/
Date:	04/29/2010
Total Attachments: 7 source=tm assign#page1.tif source=tm assign#page2.tif source=tm assign#page3.tif source=tm assign#page4.tif source=tm assign#page5.tif source=tm assign#page6.tif source=tm assign#page7.tif	

**TRADEMARK / SERVICE MARK
ASSIGNMENT AGREEMENT**

This Trademark/Service Mark Assignment Agreement (the "Agreement") is entered into as of the 9th day of April, 2010 between:

Assignor: Jeffrey L. Hill, Trustee of the Bankruptcy Estate of
Rally Partners, Inc.,
Case No. 08-21987
United States Bankruptcy Court for the District of Colorado

and

Assignee: **Coker Tire Company**, a Tennessee Corporation with offices at
1317 Chestnut Street,
Chattanooga, Tennessee 37402

WHEREAS, Assignor as the court-appointed Chapter 7 Trustee of a debtor in bankruptcy, Rally Partners, Inc., a Nevada Corporation with offices formerly located at 100 Thermon Drive, San Marcos, Texas 78666, which debtor owns the service marks as evidenced by the facsimile copies of the Certificates in Appendix 1 (the "Trademarks"); and

WHEREAS, the Assignee is a corporation registered under the laws of the State of Tennessee; and

WHEREAS, the Assignor agrees to assign the Trademarks and all Goodwill associated therewith, to the Assignee and the Assignee agrees to accept the assignment of the Trademarks and Goodwill.

NOW, THEREFORE, through mutual negotiation and with permission of the United States Bankruptcy Court for the District of Colorado, (the "Court") after notice and hearing to all interested persons, the parties hereto agree as follows:

1. Transfer of Trademarks

The Assignor agrees to transfer the Trademarks to the Assignee and the Assignee agrees to accept the Trademarks. The parties agree that adequate and valuable consideration has been tendered to the Court, and after notice and hearing, the Court has determined such assignment of the Trademarks transferred hereunder to be in the best interests of all parties.

2. Recordation Fees

The recordation for the change of the registered owner of the Trademarks shall be undertaken by the Assignee and the Assignee shall bear the recordation fees incurred thereby.

3. Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

3.1.1 The Assignor is the duly authorized, Court-appointed Trustee of the debtor in bankruptcy, Rally Partners, Inc. who at the time of its bankruptcy possessed all right, title and interest in said Trademarks, and all Goodwill associated therewith. Such ownership, right, title and interest has now vested in the Trustee as the fiduciary of the bankrupt's estate.

3.1.2 There are no licenses relating to the use of the Trademarks.

3.1.3 Prior to the cessation of its business activities, the debtor had not abandoned the Trademarks.

3.1.4 The Assignor has the exclusive ownership of the Trademarks and Goodwill and no rights or equity of any third party is prejudiced due to the transfer or use of the Trademarks by the Assignee. There is no litigation or any other disputes arising from or relating to the use of the Trademarks.

3.1.5 The Assignor has obtained full authority and all consents and approvals of any other third party and government entities necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.1.6 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

3.1.7 The Assignor will not engage in, and will not assist any other party in engaging in, any action that will be detrimental to the validity of the Trademarks after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 The Assignee is a corporation duly registered and validly existing under the laws of the State of Tennessee.

3.2.2 The Assignee, subject to its business scope and corporate power, has taken the necessary steps and obtained full authority and all consents and approvals necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

4. Effective Date and Term

This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.

5. Applicable Law


The validity, interpretation and implementation of this Agreement shall be governed by the laws of the State of Colorado.

6. Appendices

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.


IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

ASSIGNOR - Trustee of the Bankruptcy Estate of Rally Partners, Inc.,



Jeffrey L. Hill, Trustee
Case No. 08-21987
United States Bankruptcy Court
District of Colorado

ASSIGNEE - Coker Tire Company

By 

Joseph D. "Corky" Coker, President
1317 Chestnut Street,
Chattanooga, Tennessee 37402

Appendix 1 - Trademark Certificates

Int. Cls.: 35 and 41

Prior U.S. Cls.: 100, 101, 102, and 107

Reg. No. 2,936,807

United States Patent and Trademark Office

Registered Mar. 29, 2005

**SERVICE MARK
PRINCIPAL REGISTER**

GREAT RACE

RALLY PARTNERS, INC. (NEVADA CORPORATION)
100 THERMON DRIVE
SAN MARCOS, TX 78666

FOR: PROMOTING THE GOODS AND SERVICES OF OTHERS BY ARRANGING FOR SPONSORS TO AFFILIATE THEIR GOODS AND SERVICES WITH MOTOR VEHICLE RALLIES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-1-1997; IN COMMERCE 6-1-1997.

FOR: ENTERTAINMENT SERVICES IN THE NATURE OF RALLIES EXCLUSIVELY FOR MO-

TOR VEHICLES STAGED OVER A RACECOURSE, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 6-1-1997; IN COMMERCE 6-1-1997.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RACE", APART FROM THE MARK AS SHOWN.

SN 78-181,012, FILED 11-1-2002.

MICHELE SWAIN, EXAMINING ATTORNEY

Int. Cls.: 35 and 41

Prior U.S. Cls.: 100, 101, 102, and 107

United States Patent and Trademark Office

Reg. No. 2,972,869

Registered July 19, 2005

**SERVICE MARK
PRINCIPAL REGISTER**



RALLY PARTNERS, INC. (NEVADA CORPORATION)
100 THERMON DRIVE
SAN MARCOS, TX 78666

FOR: PROMOTING THE GOODS AND SERVICES OF OTHERS BY ARRANGING FOR SPONSORS TO AFFILIATE THEIR GOODS AND SERVICES WITH MOTOR VEHICLE RALLIES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 7-0-2002; IN COMMERCE 7-0-2002.

FOR: ENTERTAINMENT SERVICES IN THE NATURE OF RALLIES EXCLUSIVELY FOR MO-

TOR VEHICLES STAGED OVER A RACECOURSE, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 7-0-2002; IN COMMERCE 7-0-2002.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE RALLY PARTNERS, INC., APART FROM THE MARK AS SHOWN.

THE LINING IS A FEATURE OF THE MARK AND DOES NOT INDICATE COLOR.

SN 78-181,022, FILED 11-1-2002.

MICHELE SWAIN, EXAMINING ATTORNEY

Int. Cls.: 35 and 41

Prior U.S. Cls.: 100, 101, 102, and 107

United States Patent and Trademark Office

Reg. No. 2,974,411

Registered July 19, 2005

SERVICE MARK
PRINCIPAL REGISTER



RALLY PARTNERS, INC. (NEVADA CORPORATION)
100 THERMON DRIVE
SAN MARCOS, TX 78666

FOR: PROMOTING THE GOODS AND SERVICES OF OTHERS BY ARRANGING FOR SPONSORS TO AFFILIATE THEIR GOODS AND SERVICES WITH MOTOR VEHICLE RALLIES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 7-0-2002; IN COMMERCE 7-0-2002.

FOR: ENTERTAINMENT SERVICES IN THE NATURE OF RALLIES EXCLUSIVELY FOR MO-

TOR VEHICLES STAGED OVER A RACECOURSE, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 7-0-2002; IN COMMERCE 7-0-2002.

THE MARK CONSISTS OF A SHIELD THAT INCLUDES THE WORD GREATRACE ALONG WITH RACING FLAGS, STARS AND STRIPES AND AN ANTIQUE RACING CAR DESIGNATED WITH A NUMBER 1.

SN 78-354,234, FILED 1-20-2004.

JANICE L. MCMORROW, EXAMINING ATTORNEY

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

IN RE:)
)
RALLY PARTNERS, INC.) Case No. 08-21987 MER
EIN: 75-3019448) Chapter 7
)
Debtor.)

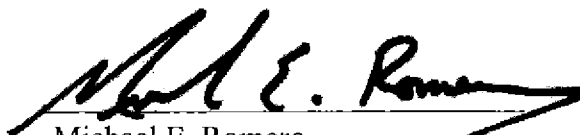
**ORDER APPROVING SALE AND AUTHORIZING
TRUSTEE TO ENTER INTO CONTACT**

Upon the Trustee's Motion to Sell Assets of Estate and Assign Trademarks to Coker and it appearing that the relief sought is appropriate under the circumstances, it is

ORDERED that the Trustee is authorized to enter into the Contract to Buy and Sell Assets of the Bankruptcy Estate of Rally Partners, Inc., and the proposed sale of assets of the Estate to Coker under the terms of the Contract is hereby approved.

DATED: April 7, 2010

BY THE COURT:


Michael E. Romero
U.S. Bankruptcy Judge