FORM PTO-1618A
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08-10-1999

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 06071999

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year

Name: Miller International, Inc.

Formerly:

08-02-1999
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #64

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corpo

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Colorado

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Corral West Ranchwear, Inc.

DBA/AKA/TA:

8-2-99

Composed of:

Address (line 1): 4519 Frontier Mall Drive

Address (line 2):

Address (line 3): Cheyenne (City) Wyoming (State/Country) 82009 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: Wyoming

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08/10/1999 DCOATES 00000063 1536355
01 FC:481 40.00 OP
02 FC:482 100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (303) 292-2900

Name: Vincent G. Toenjes

Address (line 1): Moye Giles O'Keefe Vermeire & Gorrell LLP

Address (line 2): 1225 17th Street

Address (line 3): 29th Floor

Address (line 4): Denver, CO 80202

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1536355	1099646	1099647
			1179070	1122431	

Number of Properties

Enter the total number of properties involved. # 5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 120.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Marvin Levy		06071999
Name of Person Signing	Signature	Date Signed

ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

WHEREAS, Miller International, Inc., a Colorado corporation ("Seller"), of 8500 Zuni Street, Thornton, Colorado, is the owner of the trademarks and trade names described on Exhibit A attached hereto and incorporated herein by reference (the "Trademarks" and "Trade Names"). Certain of the Trademarks and Trade Names are registered with the United States Patent and Trademark Office and/or the Colorado Secretary of State, as the case may be, under the Registration Numbers appearing next to such Trademarks and Trade Names on Exhibit A; and

WHEREAS, Corral West Ranchwear, Inc., a Wyoming corporation ("Purchaser"), is desirous of acquiring certain assets of Seller, including the Trademarks and Trade Names, related to the Seller's Business in the Acquired Stores and the Seller's Catalog Business, as defined in that certain Asset Purchase Agreement dated as of this same date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller by these presents does sell, assign and transfer unto the Purchaser, all of its right, title and interest in and to the Trademarks and Trade Names, the same to be held and enjoyed by the Purchaser, for its own use and benefit, and that of its successors, assigns, and legal representatives, to the full end of the term for which the Trademarks and Trade Names are granted, together with all the claims for damages by reason of past infringement of the Trademarks and Trade Names with the right to sue for and collect the same for its own use and for the use of its successors, assigns or legal representatives; and none of the Trademarks and Trade Names are subject to any license or other similar agreements or obligations, and are delivered free and clear of any and all pledges, claims, threats, liens, restrictions, agreements, leases, security interests, charges and encumbrances; and Seller does hereby covenant and agree with Purchaser to execute and deliver such other and further instruments and take such other and further actions as may be reasonably necessary or appropriate to transfer the Trademarks and Trade Names, claims for damages by reason of past infringement and right to sue and collect therefore to Purchaser.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed on this the 7th day of June, 1999.

MILLER INTERNATIONAL, INC.

By: _____

Its: Chairman/ CEO

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 7th day of June, 1999, by Marvin Levy as Chairman/CEO of Miller International, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

PAULA SHAFFER NOTARY PUBLIC STATE OF COLORADO

Paula Shaffer
Notary Public

My Commission Expires:

My Commission Expires Dec. 8, 2001

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EXHIBIT A

Trademark/Trade Name	*US Patent & Trademark Office* Date Registered	Registration No.	*Colorado* Date Registered
Miller®	4/25/89	1536355	(none)
Miller® & Design	8/15/78	1099646	(none)
Miller® & Design	8/15/78	1099647	(none)
Miller and Co.	(none)	(none)	7/1/71
Miller Stockman®	11/24/81	1179070	(none)
Miller Western Wear®	7/17/79	1122431	(none)
Miller Western Wear, Inc.	(none)	(none)	6/27/69
Miller Stockman Fine Western Apparel	(none)	(none)	(none)
Miller Stockman Western Wear Rider	(none)	(none)	(none)
Miller Stockman for Western Living	(none)	(none)	(none)