



RECORDATION FORM COVER SHEET

Docket No.:

05-08-2000

06-02-2000

VLY

JOHN-9902

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #61



the attached original documents or copy thereof.

1. Name of conveying party(ies):

101371915

d address of receiving party(ies):

Daniel R. Pero  
2051 Glen Cove Circle  
Mesa, Arizona 85213

Name: David Ranker dba Hooyah Hickwear

Internal Address:

Street Address: 70 Stanton Avenue

City: Orinda State: CA ZIP: 94563

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

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

Additional names(s) of conveying party(ies)  Yes  No

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

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

Execution Date: March 28, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,059,829

Additional numbers  Yes  No

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

6. Total number of applications and registrations involved: 1

Name: Albert L. Schmeiser

7. Total fee (37 CFR 3.41): \$ 540.00

Internal Address:

- Enclosed
- Authorized to be charged to deposit account

Street Address: Schmeiser, Olsen & Watts LLP

8. Deposit account number:

18 East University Drive, #101

City: Mesa State: AZ ZIP: 85201

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9. 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.

Albert L. Schmeiser

May 3, 2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

2

TRADEMARK

# LICENSE AGREEMENT

The following Parties enter into this License Agreement.

Licensor: Daniel R. Pero (hereinafter Licensor), an individual residing at  
2051 E. Glen Cove Circle  
Mesa, AZ 85213

*APR 3/13/00 DR*  
Licensee: David Ranker (hereinafter Licensee), an individual doing business as  
Hooyah Hickwear, residing at  
~~1411 Manhattan Avenue, #C~~ **70 Stanton Avenue**  
~~Manhattan Beach, CA 90266~~ **Orinda, CA 94563**

## SECTION 1 - DEFINITIONS

1.1 Licensed Property. The Licensed Property comprises, the use of the trademark HOOYAH, Registration No. 2,059,829, which trademark registration is assigned to Daniel R Pero a copy of which is attached hereto as Exhibit A.

1.2 Effective Date. The "Effective Date" of this License Agreement shall be the date it is executed by the last of the Parties to sign.

## SECTION 2- THE LICENSEE

*3/13/00 APR DR*  
*3/13/00 APR DR*  
2.1 License Grant. Subject to the terms and conditions of this License Agreement and Licensee's compliance therewith, Licensor hereby grants to Licensee and Licensee hereby accepts a non-exclusive, non-transferable license, (referred to herein as "the License"), to use the Licensed Property in connection with a line of clothing ~~having a hillbilly or "hick" theme~~ marketed under the name HOOYAH HICKWEAR within the United States and to advertise, distribute and sell the HOOYAH HICKWEAR products within the United States. ~~All use of the Licensed Property by the Licensee shall inure to the benefit of Licensor.~~

*3/13/00 APR DR*  
2.2 Agreement Not to Compete. Licensor, whose products are T-shirts, hats, and other novelty items, agrees not to compete with Licensee, whose products are ~~cut-off shorts and the like having a hillbilly or "Hick" theme~~ **shirts, hats, shorts, pants, sweaters, and other novelty items**, and Licensee agrees not to compete with Licensor.

*3/13/00 APR DR*  
2.3 Right of First Refusal. ~~Licensee agrees to offer a right of first refusal to Licensor to print shirts or other wears for the HOOYAH HICKWEAR line of clothing so long as Licensee provides a shirt of equal quality and price as Licensee can obtain from other sources.~~

2.4 Consulting Services. Licensor agrees in good faith to provide consulting services to Licensee on a contractual basis as agreed to by the parties in a later negotiation-

2.5 Term. The term of the License shall commence on the Effective Date of this License Agreement and shall remain effective until Licensee fails to advise Licensor of continued use of the License Product as set for below. The License shall automatically be renewed for terms of five years each unless there is written notice by the Licensee on or before February 28 of the last year of each term that Licensee does not intend to renew the license.

2.6 No Right Grant Sublicenses. Licensee is expressly forbidden from sublicensing its rights to use the Licensed Product to third parties. This paragraph shall not prevent Licensee from selling products with the HOOYAH HICKWEAR trademark thereon to a third party for resale.

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2.7 ~~Termination for Cause.~~ Without prejudice to any other rights or remedy to Licensor:

a) ~~If Licensee ceases to sell product using the mark for more than three years, Licensor shall have the right to terminate the License by giving Licensee written notice thereof.~~

2.8 ~~Result of Expiration or Termination.~~ Upon expiration or termination of the License:

a) ~~Licensee shall have one year from the date of termination to reinstate this license at no additional cost.~~

### SECTION 3- PAYMENTS

3.1 Fully Paid Royalty. Upon execution of this License Agreement, Licensee shall pay the sum of one dollar (\$1.00) and other good and valuable consideration in exchange for a fully paid royalty for the duration of the License Agreement including all renewals.

### SECTION 4- LICENSOR'S APPROVAL

4.1 Usage. Licensee's present use of the mark, and the quality of products to which the mark is applied is approved by Licensor. Licensee agrees that its continued use of the mark shall be in a manner the same, or similar to its present usage and in relation to the same products or products of the same quality as presently being marketed.

### SECTION 5 - UNAUTHORIZED USE OF LICENSED PROPERTY

5.1 Licensee. Licensee agrees to not use Licensed Property in any way other than as specifically authorized herein. Licensee agrees to give Licensor prompt written notice of any unlicensed use by third parties of Licensed Property or any properties similar thereto of which Licensee becomes aware.

## SECTION 6- INDEMNIFICATION BY LICENSEE

6.1 Indemnification by Licensee. Licensee assumes all responsibility and liability for its use of the Licensed Property. Licensee shall indemnify Licensor and Licensor's officers, directors, employees, representatives, partners and agents against, and hold them harmless from, any and all claims, actions, liabilities (including without limitation settlements entered into in good faith), demands, and expenses (including without limitation attorney's fees) relating to Licensed Property that may be asserted by third parties arising from:

- a) Licensee's activities hereunder;
- b) Any defect (whether obvious or hidden, and whether such defect was caused by negligence or any other reason) in the Licensed Product;
- c) Any injury to any person, or any violation of any person's rights, which is caused in any way by the Licensee's use of the Licensed Product;
- d) Licensee's failure to comply with any applicable law; and
- e) Licensee's sale of products under the HOOYAH trademark.

## SECTION 7- GENERAL PROVISIONS

7.1 Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this License Agreement, and such provision shall be construed, narrowed or eliminated to the extent necessary to remove such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied.

7.2 Final Agreement. This License Agreement constitutes the final, complete and exclusive agreement among the Parties concerning the subject matter of this License Agreement and supersedes all prior agreements, understandings, negotiations and discussions, written or oral, between the Parties with respect thereto. Any modification, revision or amendment of this License Agreement shall not be effective unless made in a writing executed by all of the Parties.

7.3 Relationship Between Parties. Nothing contained in this License Agreement shall be construed to place the parties in the relationship of legal representation partners joint ventures, or agency, and Licensee will have no power to obligate or bind Licensor in any manner.

7.4 Waiver. Any waiver of or promise not to enforce, any right under this License Agreement shall not be enforceable unless evidenced by a writing signed by the Party making said waiver or promise. The failure of a party to insist upon strict adherence to any

term or condition of this License Agreement on any occasion will not be considered a waiver and will not deprive or limit the party to which the right belongs to thereafter insist upon strict adherence to that term or condition in the particular or any other instance.

7.5 Headings. The headings in this License Agreement are for the purpose of convenience only and shall not limit, enlarge or affect any of the covenants, terms, conditions or provisions of this License Agreement.

7.6 Language. The language used in this License Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

7.7 Assignment. Licensee has neither the right nor the power to assign or transfer any or all of its rights under this License Agreement to any other person or entity without the prior written approval of Licensor. Any attempted assignment in violation of this provision or by virtue of the operation of law is void.

7.8 Successors. This License Agreement shall be binding upon and inure to the benefit of the Parties and Licensors respective successors and assigns.

7.9 Notice Any notice or other communication under this License Agreement shall be delivered personally or by certified mail, return receipt requested in writing to the parties at the respective addresses specified above (or at such other address as a party may specify by notice to the other party.)

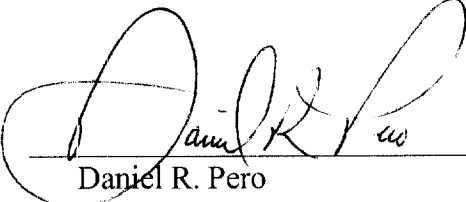
7.10 Confidentiality. Licensee and Licensor and their designees shall consider and treat as confidential all data and information communicated between them.


*DR* 3/13/00  
*DR*

**SECTION 8 – REASSIGNMENT OF TRADEMARK REGISTRATION**

8.1 Reassignment. In the event that Licensor ceases to sell product, Licensor agrees to assign the trademark HOOYAH to Licensee at no cost to Licensee.

AGREED TO AND ACCEPTED BY:

Licensor:  3/13/2000  
Daniel R. Pero Date

Licensee:  3/1/2000  
David Ranker Date

**EXHIBIT A**  
**ASSIGNMENT**

WHEREAS, David Ranker, an individual residing at 70 Stanton Avenue, Orinda, California 94563, has adopted, used, and is using and is the owner of the following trademark now registered in the United States Patent and Trademark Office:

<i>Trademark</i>	<i>Registration No.</i>	<i>Registration Date</i>
<b>HOOYAH</b>	<b>2,059,829</b>	<b>May 6, 1997</b>

WHEREAS, Daniel R. Pero , an individual residing at 2051 E. Glen Cove Circle, Mesa, Arizona 85213, is desirous of acquiring said trademark,

NOW, THEREFORE, effective March 1, 2000 and in consideration of the sum of Three Thousand Five Hundred Dollars (\$3,500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, David Ranker hereby assigns to Daniel R. Pero all right, title and interest in the United States in and to said trademark together with the goodwill of the business symbolized by said trademark and registration thereof.

Signed at Orinda, CA, this 28<sup>th</sup> day of March, 2000.  
City, State

  
\_\_\_\_\_  
David Ranker