

08-17-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Texas Saddlebags Industries, Ltd.

Y-9-01

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Texas Saddlebags, Inc.

Internal Address: 3800 E. Rando1 Mill Road

Street Address:

City: Arlington State: Texas Zip: 76011

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations 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: May 18, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,381,618

Additional number(s) attached Yes No

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

Name: Jared W. Julian

Internal Address:

Street Address: 1000 Ballpark Way, Suite 300

City: Arlington State: Texas Zip: 76011

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Paul J. Johnson Name of Person Signing

Signature

8/6/01 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002359 FRAME: 0820

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Trademark Assignment") is executed and delivered by Texas Saddlebags Industries, Ltd., a Texas limited partnership ("Seller"), as of May 18, 2001 (the "Effective Date"), in favor of Texas Saddlebags, Inc., a Delaware corporation ("Purchaser").

Recitals

WHEREAS, Seller and Purchase have entered into a certain Asset Purchase Agreement dated as of May 18, 2001 (the "Asset Purchase Agreement") providing, among other things, for the sale by Seller and the purchase by Purchaser of the Assets (as defined in the Asset Purchase Agreement);

WHEREAS, the Assets include a certain trademark owned by Seller and more particularly described below;

WHEREAS, in order to effectuate the sale and purchase of the trademark owned by Seller, Seller is executing and delivering this Trademark Assignment;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. Defined Terms. All capitalized terms used in this Trademark Assignment without definition shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Assignment of Trademark. Seller hereby SELLS, CONVEYS, TRANSFERS, ASSIGNS AND DELIVERS unto Purchaser and its successors and assigns, forever, all right, title, and interest of Seller in the below described trademark, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith owned or used by Seller and all fees or royalties, if any, with respect to same, any and all rights to foreign counterparts and rights to file foreign counterparts, and including without limitation (i) the right to sue for past, present and future infringement and damages therefor, (ii) licenses thereunder, and (iii) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of the foregoing, all as presently existing or hereafter arising or acquired, including without limitation the United States federal trademark:

Saddleview, Registration No. 2,381,618, Recorded on August 29, 2000

(such rights and trademark being collectively referred to as the "Assigned Trademark"). By virtue of the assignment effectuated hereunder, Purchaser shall own and hold the Assigned Trademark, for its own use and enjoyment, and for the use and enjoyment of its successors and

assigns, together with all goodwill appurtenant thereto and the entire right, title and interest in and to any and all claims and demands it may have either at law or in equity arising out of any past, present or future infringement of the Assigned Trademark.

3. Further Assurances. From time to time, as and when requested by Purchaser, Seller shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes of this Trademark Assignment. From time to time, as and when requested by Purchaser, Seller shall provide such litigation support as necessary to prosecute and/or defend any intellectual property law claims of any type or nature arising from or in connection with, in whole or in part, the Assigned Trademark including, without limitation, providing written statements and affidavits for use in litigation and providing live testimony at hearings, depositions, and trials; provided such actions do not require Seller to incur any out-of-pocket expenses not required to be paid by Seller under the Asset Purchase Agreement.

4. Seller's Representations and Warranties. The representations and warranties of Seller set forth in Section 6.10 of the Asset Purchase Agreement are incorporated herein by reference for all purposes, and such representations and warranties shall survive the execution and delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement.

5. Governing Law. This Trademark Assignment shall be governed and construed according to the laws of the State of Texas and/or the applicable laws of the United States relating to such assignments.

6. Successors and Assigns. This Trademark Assignment shall bind Seller and its successors and assigns and inure to the benefit of Purchaser and its successors and assigns.

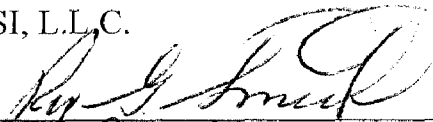
7. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this Trademark Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of the provisions hereof.

IN WITNESS WHEREOF, Seller has executed and delivered this Trademark Assignment as of the Effective Date.

SELLER:

TEXAS SADDLEBAGS INDUSTRIES, LTD., a
Texas limited partnership

By: TXSI, L.L.C.

By: 
Name: Rex G. Smith
Title: President

ACKNOWLEDGEMENTS

STATE OF TEXAS

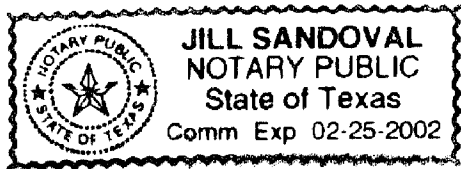
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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 21st day of May, by Rex G. Smith, President of TXSI, L.L.C., general partner of Texas Saddlebags Industries, Ltd., on behalf of the limited partnership.



Jill Sandoval
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

By: _____
Name: _____
Title: _____