

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sergeant's Western World, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BTWW Retail L.P.

Internal

Address:

Street Address: 1130 Dragon Street, Suite

City: Dallas

State: Texas

Country: USA Zip: 75207

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 2, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,868,292

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SILVER MESA

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

Name: Kay Lyn Schwartz

Internal Address: Gardere Wynne Sewell LLP

Suite 3000

Street Address: 1601 Elm Street

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-999-4702

Fax Number: 214-999-3623

Email Address: kschwartz@gardere.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 07-0153

Authorized User Name Kay Lyn Schwartz

9. Signature:

Kay Lyn Schwartz
Signature

5/10/05
Date

Kay Lyn Schwartz

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 070153 1868292

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated May 2, 2005, is between Sergeant's Western World, Inc., a Texas corporation ("Assignor"), and BTWW Retail L.P., a Texas limited partnership ("Assignee")(Assignor and Assignee are collectively the "Parties" and individually a "Party"). Unless otherwise indicated, all capitalized terms used herein shall have the meanings given to them in that certain Asset Purchase Agreement, dated May 2, 2005, among the Parties and others (the "Purchase Agreement").

RECITALS. Pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, or cause to be sold, conveyed, transferred, assigned and delivered to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, among other things, all of the Assignor's right, title, and interest in and to (a) the United States trademark described or referenced on Schedule A attached hereto and all goodwill associated therewith, (b) the state trademarks described or referenced on Schedule A and all goodwill associated therewith, (c) all rights to file any additional trademark filings in connection with the foregoing marks anywhere in the world, and (d) all rights to sue and recover with respect to any improper use of the foregoing anywhere in the world (all of the foregoing are collectively referred to as the "Transferred Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. **Assignment by Assignor.** Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Transferred Intellectual Property of the United States of America, any of its jurisdictions, and all foreign countries, including any and all goodwill of Assignor associated with such Transferred Intellectual Property and all royalties and payments in connection therewith, together with the right to sue and recover for any and all past, present, and future infringements or improper activities in connection with such Transferred Intellectual Property. Assignor agrees that the rights transferred to Assignor pursuant to this Assignment include but are not limited to all common law rights to any Transferred Intellectual Property, any and all causes of action and other rights assertable under the Transferred Intellectual Property, and the right to receive and use all benefits obtained from any litigation or enforcement proceedings with respect to any Transferred Intellectual Property. Assignor sells, transfers, conveys, assigns, and delivers the Transferred Intellectual Property to Assignee free and clear of all liens, claims, and encumbrances. Assignor agrees to execute all papers and perform such other and further acts as necessary or appropriate to secure for Assignee all rights herein assigned.

2. **Severability.** If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by

the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR:

SERGEANT'S WESTERN WORLD, INC.

By: *Dennis M. Sergeant*
Dennis M. Sergeant, President

ASSIGNEE:

BTWW RETAIL, L.P.

By: BTWW Genpar, LLC
Its sole General Partner

By: *Chad M. Wick*
Name: CHAD WICK
Title: Manager

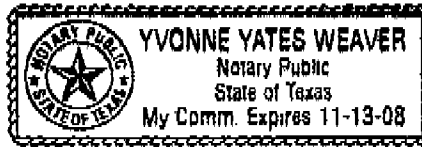
STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Dennis M. Sergeant, the President of Sergeant's Western World, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of said Sergeant's Western World, Inc., a Texas corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Yvonne Yates Weaver
Notary Public in and for the State of Texas

My Commission Expires:
11-13-08

Yvonne Yates Weaver
Printed Name of Notary Public



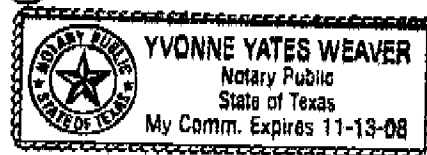
STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Chad Huit, Manager of BTWW Genpar, LLC, the sole general partner of BTWW Retail, L.P., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of said BTWW Retail, L.P., a Texas limited partnership, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Yvonne Yates Weaver
Notary Public in and for the State of Texas

My Commission Expires:
11-13-08

Yvonne Yates Weaver
Printed Name of Notary Public



U.S. Trademark Registration

Mark	Registration No./Serial No.
Silver Mesa	1,868,292

TRADEMARK ASSIGNMENT - Schedule A
DALLAS 1505836v2

RECORDED: 05/10/2005

TRADEMARK
REEL: 003114 FRAME: 0857