

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
Footwear Management Company		01/14/1992	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Boot Royalty Company		
Street Address:	2821 West Seventh Street		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76107		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0421533	HYER	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2149813483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	Sidley Austin, LLP		
Address Line 2:	717 N Harwood, Ste 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	10368-15001		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		
Date:	09/12/2006		

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Total Attachments: 22

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the "Agreement") is entered into to be effective as of the close of business on January 14, 1992 (the "Effective Time"), by and between FOOTWEAR MANAGEMENT COMPANY ("Grantor"), a Delaware corporation having a principal place of business at 2821 West Seventh Street, Fort Worth, Texas 76107, and BOOT ROYALTY COMPANY ("Grantee"), a Delaware corporation having a principal place of business at 2821 West Seventh Street, Fort Worth, Texas 76107.

WHEREAS, Grantor is the successor by merger of Justin Boot Company, Nocona Boot Company, and Tony Lama Company, Inc.;

WHEREAS, Grantor has adopted, used and is using certain trademarks, trade names and service marks, some of which are registered or filed in certain regulatory authorities; and

WHEREAS, Grantee is desirous of acquiring said trademarks, trade names and service marks and the registrations thereof and the applications thereon;

NOW, THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as of the Effective Time, does by these presents hereby grant, convey, bargain, sell, assign, set over, transfer and deliver unto Grantee, its successors and assigns, all right, title and interest in and to each and all of the trademarks, trade names, and service marks set forth or referred to in Appendix "A", which is attached hereto and incorporated by reference herein (collectively the "Marks"), together with (i) all portions, simulations or variations of the Marks, (ii) all registrations of the Marks (including, without limitation, all registrations of the Marks set forth or referred to in Appendix "B", which is attached hereto and incorporated by reference herein), (iii) all applications for registration and other filings with respect to the Marks (including, without limitation, all applications for registration of the Marks set forth or referred to in Appendix "C", which is attached hereto and incorporated by reference herein), (iv) all renewals and extensions of any such applications, registrations and filings, (v) all licenses for the use of the Marks, (vi) the right to sue and recover for past infringement of the Marks, and (vii) the goodwill of the business appurtenant to and symbolized by the Marks (the Marks, together with the other matters referred to in (i), (ii), (iii), (iv), (v), (vi) and (vii) above, being hereinafter referred to collectively as the "Assets");

TO HAVE AND TO HOLD all and singular the Assets hereby conveyed, granted, sold, set over, delivered, transferred and assigned unto the Grantee, its successors and assigns forever.

Each party hereto will at any time, and from time to time after the Effective Time, upon request of the other party hereto, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further action, as may be required to carry out the intent of this Agreement, and to transfer and vest title to any Asset being transferred hereunder, and to protect the right, title and interest in and enjoyment of all of the Assets sold, granted, assigned, transferred, delivered and conveyed pursuant hereto; provided, however, that this Agreement shall be effective as of the Effective Time regardless of whether any such additional documents are executed.

THIS AGREEMENT AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, PROVISIONS CONCERNING LIMITATIONS OF ACTION), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUSIVE OF THE CONFLICT OF LAW PROVISIONS THEREOF) APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement and the transfer, assignment and conveyance provided for in this Agreement shall be effective at the Effective Time.

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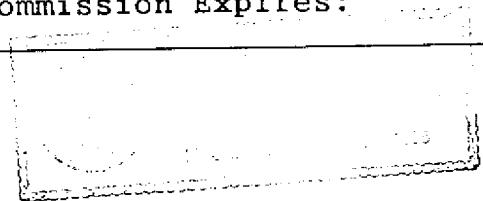
STATE OF Arizona
COUNTY OF Maricopa

On this 16 day of January, 1992, before me, the undersigned authority, appeared RICHARD W. HOBSON, who acknowledged to me that he signed the foregoing Assignment Agreement, to be effective as of the Effective Time, on behalf of Boot Royalty Company, a Delaware corporation, with authority to do so.

Dorothy K. Earley
Notary Public in and for
the State of Ariz.

Printed Name: DOROTHY K. EARLEY

My Commission Expires:



APPENDIX "A"

THE MARKS

JUSTIN BOOT COMPANY

U. S. TRADEMARKS

MARK

Artic 50

C and Designs

Chippewa

Chippewa U.S.A.
and Design

Design Only

Design Only

Diamond J

Handcrafted by People Who Care

J and Design

Justin and Design

Kush N Kollar

Lace-R

Minus 40

Original (Stylized)

Since 1879

Since 1879 and Design

JUSTIN BOOT COMPANY

FOREIGN TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>
Chippewa	France
Diamond J	France
Diamond J	Germany
Diamond J	Italy
Diamond J	Japan
Diamond J	Mexico
Diamond J	Spain
J and Design	France
J and Design	Germany
J and Design	Italy
J and Design	Japan
J and Design	Mexico
J and Design	Spain
Justin	France
Justin	Germany
Justin and Design	France
Justin and Design	Germany
Justin and Design	G. Britain
Justin and New Design-In Black and White	France
Justin and New Design-In-Colors	France
Justin and New Design-In-Colors	Mexico

JUSTIN BOOT COMPANY

FOREIGN TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>
Lace-R	France
Lace-R	Italy
Lace-R	Japan
Lace-R	Mexico
Lace-R	Spain

NOCONA BOOT COMPANY

U. S. TRADEMARKS

MARK

Design Only

Drover

Kona Kut

Let's Rodeo

Let's Rodeo and Design

Nocona and Design

Nocona Boots and Design

Nocona Boot Sox

Nocona Boot Sox and Design

The Broker

You Won't Wanna Take'em Off

Wildflower and Design

NOCONA BOOT COMPANY

STATE TRADEMARKS

<u>MARK</u>	<u>STATE</u>
Design Only	Texas
Let's Rodeo and Design	Texas
Let's Rodeo	Texas
Nocona	Texas
Nocona Boot and Design	Texas
Nocona Boots	Texas
The Boar	Texas

TONY LAMA COMPANY, INC.

U. S. TRADEMARKS

MARK

Choice of Champions

El Rey Collection [King]
(Stylized Letters)

Lady Lama

Miss Tony Lama and Designs

Tony Lama

Tony Lama and Designs

Tony Lama Signature Collection

TONY LAMA COMPANY, INC.

FOREIGN TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>
Tony Lama and Design	G. Britain

CHIPPEWA SHOE COMPANY

FOREIGN TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>
Chippewa	Canada

APPENDIX "B"

REGISTRATIONS OF THE MARKS

JUSTIN BOOT COMPANY

U. S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Artic 50	1109473	12/19/78
C and Design	1055171	12/28/76
Chippewa	0773714	7/21/64
Chippewa U.S.A. and Design	1327152	3/26/85
Design Only	0172111	8/21/23
Design Only	1661779	10/22/91
Handcrafted By People Who Care	1644462	5/14/91
Kush N Kollar	0932311	4/11/72
Lace-R (ITU)	1646492	5/28/91
Minus 40	1064934	5/03/77
Original (Stylized)	0095601	3/03/14

JUSTIN BOOT COMPANY

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Chippewa	France	1651105	7/30/91
Diamond J	France	1590680	5/04/90
J and Design	France	1590679	5/04/90
Justin	France	1622256	6/25/91
Justin	Germany	983429	6/26/88
Justin and New Design-In Black and White	France	1617352	6/03/91
Justin and New Design-In Colors	France	1617353	6/03/91
Lace-R	France	1590678	5/04/90

NOCONA BOOT COMPANY

U. S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Design Only	1263662	1/10/84
Kona Kut	1196311	5/25/82
Let's Rodeo	1611355	8/28/90
Let's Rodeo	1415950	11/04/86
Let's Rodeo and Design	1253011	10/04/83
Nocona and Design	1263663	1/10/84
Nocona Boots and Design	1263664	1/10/84
Nocona Boot Sox	1325943	3/19/85
Nocona Boot Sox and Design	1309087	12/11/84
The Broker	1479720	3/08/88
You Won't Wanna Take'Em Off	1605728	7/10/90
Wildflower and Design	1411396	09/30/86

NOCONA BOOT COMPANY

STATE TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>STATE</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Design Only	Texas	39901	3/18/82
Let's Rodeo and Design	Texas	39900	3/18/82
Let's Rodeo	Texas	39899	3/18/82
Nocona	Texas	39341	11/12/81
Nocona Boot and Design	Texas	39730	2/5/82
Nocona Boots	Texas	22816	6/18/71
The Boar	Texas	29212	8/2/71

TONY LAMA COMPANY, INC.

U. S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
El Rey Collection [King] (Stylized Letters)	1155687	5/26/81
Lady Lama	1512826	11/15/88
Miss Tony Lama and Design	1088279	3/28/78
Miss Tony Lama and Design	1088149	3/28/78
Tony Lama	0913819	6/28/71
Tony Lama and Design	1382828	2/11/86
Tony Lama and Design	1220072	12/14/82
Tony Lama and Design	1088209	3/28/78
Tony Lama and Design	1088150	3/28/78
Tony Lama and Design	1088008	3/28/78
Tony Lama and Design	1088159	3/28/78
Tony Lama and Design	1088242	3/28/78
Tony Lama and Design	0525522	5/23/50
Tony Lama Signature Collection	1378225	1/14/86

TONY LAMA COMPANY, INC.

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Tony Lama and Design	G. Britain	None	4/8/71

CHIPPEWA SHOE COMPANY

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Chippewa and Design	Canada	184660	7/28/72

APPENDIX "C"

APPLICATIONS FOR REGISTRATION OF THE MARKS

JUSTIN BOOT COMPANY

U. S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>DATE</u>
C and Design	023341	1/29/90
Chippewa Country (ITU)	0430652	6/17/47
Diamond J	008695	12/7/89
J and Design	003638	11/20/89
J and Design (ITU)	092510	8/30/90
Justin and Design	146801	3/08/91

JUSTIN BOOT COMPANY
FOREIGN TRADEMARK APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>DATE</u>
Diamond J	Germany	J25117/25WZ	5/3/90
Diamond J	Italy	39921C/90	5/8/90
Diamond J	Mexico	86875	5/14/90
Diamond J	Spain	1567480	5/11/90
J and Design	Italy	39920C/90	5/8/90
J and Design	Japan	55338/90	5/18/90
J and Design	Mexico	86876	5/14/90
J and Design	Spain	1567479	5/11/90
Justin and Design	France	312.272	10/7/91
Justin and Design	Germany	J27074/25WZ	10/5/91
Justin and Design	G. Britain (Class #24)	1479275	10/9/91
Justin and Design	G. Britain (Class #25)	1479276	10/9/91
Justin and Design	G. Britain (Class #3)	1479274	10/9/91
Justin and New Design-In Colors	Mexico	124179	10/10/91
Lace-R	Italy	39922C/90	5/8/90
Lace-R	Mexico	87524	5/23/90
Lace-R	Spain	1567481	5/11/90

NOCONA BOOT COMPANY

U. S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>DATE</u>
Design Only	079170	7/17/90
Drover	079171	7/17/90