

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boot Royalty Company		12/31/1993	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Boot Royalty Company, L.P.		
Street Address:	2821 W. 7th Street		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76107		
Entity Type:	LIMITED PARTNERSHIP: 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: 14

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the "Agreement") is entered into to be effective as of the close of business on December 31, 1993 (the "Effective Time"), by and between BOOT ROYALTY COMPANY ("Grantor"), a Delaware corporation having a principal place of business at 2500 W. 4th Street, Suite 11, Wilmington, Delaware 19899 and BOOT ROYALTY COMPANY, L.P. ("Grantee"), a Delaware limited partnership having a principal place of business at 2821 W. 7th Street, Fort Worth, Texas 76107.

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 contracts, agreements, licenses, leases and other commitments for the use of the Marks, (vi) the right to sue and recover for past infringement of the Marks, (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 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 actions, 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 and any such future actions so described shall be effective as of the Effective Time regardless of whether any such additional documents are executed.

Upon the terms and subject to the conditions set forth herein, Grantee, on and as of the Effective Time, hereby irrevocably and absolutely assumes, and covenants and agrees to pay, perform and discharge when due, any and all known or unknown liabilities or obligations of Grantor, or known or unknown litigation or claims with respect thereto, of any kind or nature whatsoever (whether accrued, absolute, contingent or otherwise and whether a contractual, tax or other type of liability, obligation, claim or litigation), directly or indirectly arising out of, related to, caused by, resulting from or associated with any contract, agreement, license, lease or other commitment for the use of any Mark.

Grantor shall use its best efforts to assign to Grantee all contract rights relating to the Marks. Nonetheless, nothing in this Agreement shall be construed as an attempt or agreement to assign (i) any contract, agreement, license, lease or other commitment which is non-assignable without the consent of the other party or parties thereto unless such consent shall have been given or (ii) any contract or claim as to which all remedies for the enforcement thereof enjoyed by Grantor would not pass to Grantee as an incident of the assignments provided for hereby. In order, however, that the full value and benefit of every contract and claim of the character described in this Agreement and all claims and demands on such contracts may be realized, Grantor covenants and agrees with Grantee that it shall after the Effective Time, by itself or by its agents, at the request and expense and under the direction of Grantee, in the name of Grantor or otherwise as Grantee shall specify and as shall be permitted by law, take all such action and do or cause to be done all such things as shall in the opinion of Grantee be necessary or proper (x) in order that the rights and obligations of Grantor under every such contract shall be preserved, (y) for, and to facilitate, the collection of the monies due and payable, and to become due and payable, to Grantor in and under every such contract and claim and in respect of every such claim and demand, and, except as otherwise provided for in this Agreement, Grantor shall hold the same for the benefit of and pay the same over promptly to Grantee, and (z) to afford Grantee all benefits that would be available to Grantor under all such contracts in the absence of the assignment to Grantee.

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 Delaware (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.

This instrument may be executed in any number of counterparts, each of which for all purposes shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the Effective Time.

GRANTOR:

BOOT ROYALTY COMPANY,
a Delaware corporation

By: James E Green
Printed Name: James E Green
Title: President

GRANTEE:

BOOT ROYALTY COMPANY, L.P.,
a Delaware limited partnership

By: Footwear Investment Company,
a Delaware corporation, as general partner

By: Judy B. Hunter
Printed Name: Judy B. Hunter
Title: Abst. Secretary

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STATE OF DELAWARE

COUNTY OF NEW CASTLE

On this 27th day of December, 1993, before me, the undersigned authority, appeared JAMES E. GREEN, 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.

Michael J. Semes
Notary Public in and for the State of Delaware

Printed Name: MICHAEL J. SEMES, Esq.

My Commission Expires: Perpetual

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STATE OF TEXAS

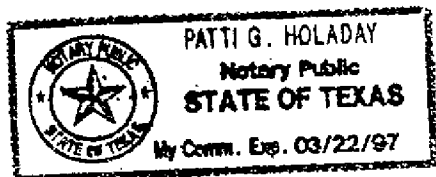
COUNTY OF TARRANT

On this ^{28th} ~~27th~~ day of December, 1993, before me, the undersigned authority, appeared Judy B. Hunter, who acknowledged to me that he signed the foregoing Assignment Agreement, to be effective as of the Effective Time, on behalf of Footwear Investment Company, a Delaware corporation in its capacity as general partner of Boot Royalty Company, L.P., a Delaware limited partnership, with authority to do so.

Patti G. Holaday
Notary Public in and for the State of Texas

Printed Name: Patti G Holaday

My Commission Expires: 03/22/97



APPENDIX "A"

THE MARKS

BOOT ROYALTY COMPANY

Artic 50	Nocona and Designs
C and Designs	Nocona Boots
Chippewa	Nocona Boots and Designs
Chippewa Country	Nocona Boot Sox
Chippewa U.S.A. and Design	Nocona Boot Sox and Designs
Diamond J	The Broker
Diamond J and Designs	You Won't Wanna Take'em Off
Drover	Wildflower and Designs
Handcrafted by People Who Care	Permatuffs
J and Designs	Ropette
Justin	Choice of Champions
Just Justin	El Rey Collection [King]
Justin and Designs	(Stylized Letters)
Justin 100 and Designs	Lady Lama
Kona Kut	Miss Tony Lama and Designs
Kush N Kollar	Tony Lama
Lace-R	Tony Lama and Designs
Let' Rodeo	Tony Lama Signature Collection
Let's Rodeo and Designs	
Minus 40	
Nocona	

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APPENDIX "B"

REGISTRATIONS OF THE MARKS

BOOT ROYALTY 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	1694482	6/16/92
C and Design	1055171	12/28/76
Chippewa	0773714	7/21/64
Chippewa Country	1696976	6/23/92
Chippewa U.S.A. and Design	1327152	3/26/85
Design Only	0172111	8/21/23
Design Only	1672648	1/21/92
Design Only	1661779	10/22/91
Handcrafted By People Who Care	1644462	5/14/91
Kush N Kollar	0932311	4/11/72
Lace-R	1646492	5/28/91
Minus 40	1064934	5/3/77
Original (Stylized)	0095601	3/3/14
Diamond J	1733152	11/17/92
Justin and Design	1154025	5/12/81
Justin and Design	1154024	5/12/81
Justin and Design	1101091	9/5/78
Justin 100 and Design	1173377	10/13/81
Design Only	1263662	1/10/84
Kona Kut	1196311	5/25/82
Kush N Kollar	0932311	4/11/72
Let's Rodeo	1611355	8/28/90
Let's Rodeo	1415950	11/4/86
Let's Rodeo and Design	1253011	10/4/83
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	3/8/88

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You Won't Wanna Take'em Off	1605728	7/10/90
Wildflower and Design	1411396	9/30/86
El Rey Collection [King]	1155687	5/26/81
(Stylized Letters)		
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	913819	6/8/71
Tony Lama and Design	1382828	2/11/86
Tony Lama and Design	1220072	12/14/81
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	525522	5/23/50
Tony Lama Signature	1378225	1/14/86
Collection		

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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 Designs	Texas	39900	3/18/82
Let's Rodeo	Texas	39899	3/18/82
Nocona	Texas	39341	11/12/81
Nocona Boots and Design	Texas	39730	2/5/82

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FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Chippewa	Canada	184660	7/28/72
Chippewa	France	1651105	7/30/91
Diamond J	France	1590680	5/4/90
Diamond J	Mexico	408596	3/23/92
J and Design	France	1590679	5/4/90
J and Design	Japan	2586914	10/29/93
Justin	France	1622256	6/25/91
Justin	Germany	983429	6/26/88
Justin	G. Britain	B792599	6/26/59
Justin	Canada	317188	8/8/86
Justin and Design	Japan	1653503	1/26/84
Justin and New Design-In Black and White	France	1617352	6/3/91
Justin and New Design-In Color	France	1617353	6/3/91
Justin and New Design-In Black and White	Mexico	422519	9/23/92
Justin and New Design-In Color	Mexico	424566	10/27/92
Justin and Design (II)-In Color	France	1697423	10/7/91

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Justin and Design (II)	Germany	2047915	10/25/93
Lace-R	France	1590678	5/4/90
Tony Lama and Design	Australia	B296,920	5/18/78
Tony Lama and Design	Australia	B247,650	2/20/76
Tony Lama and Design	Benelux	382,693	6/24/82
Tony Lama and Design	Bolivia	C-54123	1/26/93
Tony Lama and Design	Canada	228,830	7/7/78
Tony Lama and Design	Ecuador	2534-93	9/28/93
Tony Lama and Design	France	1,659,178	5/8/81
Tony Lama and Design	Germany	982,668	2/23/79
Tony Lama and Design	Great Britain	973,524	4/8/71
Tony Lama and Design	Italy	276,457	10/17/73
Tony Lama and Design	Mexico	334,230	8/2/85
Tony Lama and Design	Mexico	351,535	8/2/85
Tony Lama and Design	Mexico	328,625	8/2/85
Tony Lama and Design	Mexico	342,513	8/2/85

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Tony Lama and Design	Norway	124,414	2/20/86
Tony Lama and Design	Paraguay	155754	8/8/92
Tony Lama and Design	Peru	097747	6/11/92
Tony Lama and Design	Spain	663,290	1/3/75
Tony Lama and Design	South Africa	B71/3793	8/19/71
Tony Lama and Design	South Africa	B71/0965	3/9/71
Tony Lama and Design	Sweden	184,702	12/30/82
Tony Lama and Design	Switzerland	317,320	3/24/82
Tony Lama and Design	Syrian Arab Republic	25,559-12291	10/4/76
Tony Lama and Design	Taiwan	198,160	12/1/82
Tony Lama	Japan	1,829,657	12/25/85
Tony Lama and Design	Norway	122,749	10/24/85
Toney Lama and Design	Uruguay	251,159	5/8/92

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APPENDIX "C"

APPLICATIONS FOR REGISTRATION OF THE MARKS

BOOT ROYALTY COMPANY

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>DATE</u>
Justin and Design (II)- In Color	146801	3/8/91
Ropette	74/346135	1/6/93
Permatuffs	74/353,856	1/29/93
Just Justin	74/377,917	4/12/93
Drover	079171	7/17/90
Diamond J and Design	323402	10/19/92
Diamond J and Design	323229	10/19/92
Justin and New Design	74/397217	6/3/93

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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	Spain	1567480	5/11/90
J and Design	Italy	39920C/90	5/8/90
J and Design	Mexico	86876	5/14/90
J and Design	Spain	1567479	5/11/90
Just Justin	Canada	738737	10/12/93
Just Justin	Mexico	180322	10/12/93
Justin and Design (II)	G. Britain	1479274	10/9/91
Justin and Design (II)	Italy	RM91C/003939	11/11/91
Justin and Design (II)	Columbia	378.160	3/12/93
Justin and New Design	Venezuela	457893	3/17/93
Justin and New Design	Columbia	379983	3/26/93
Justin and New Design	Israel	89560	10/28/93
Justin and New Design	Brazil	--	--
Justin and New Design	Argentina	--	--
Lace-R	Italy	39922C/90	5/8/90

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Lace-R	Mexico	87524	5/23/90
Lace-R	Spain	1567481	5/11/90
Tony Lama and Design	Argentina	1820670	10/18/91
Tony Lama and Design	Brazil	816586527	3/12/92
Tony Lama and Design	Chile	214.389	7/16/92
Tony Lama and Design	Columbia	360535	5/14/92
Tony Lama and Design	Japan	59-8450	2/2/84
Tony Lama and Design	Portugal	279,067	12/16/91
Tony Lama and Design	Venezuela	022562	10/30/91
Tony Lama and Design	South Korea	92-29955	10/26/92

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