

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/14/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B.H. Associates, Inc.		02/14/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Billy 'F' Gibbons, Joe Michael Hill, and Frank Lee Beard
Doing Business As:	DBA ZZ Top
Street Address:	One Sugar Creek Center Blvd.
Internal Address:	Suite 655
City:	Sugar Land
State/Country:	TEXAS
Postal Code:	77478
Entity Type:	Individuals: TEXAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78516906	ZZ TOP'S TEXAS LIGHTNIN'
Registration Number:	1389866	TOP NEWZZ
Registration Number:	1413141	ZZ TOP
Registration Number:	1413142	ZZ TOP
Registration Number:	1415570	ZZ

CORRESPONDENCE DATA

Fax Number: (212)468-4888
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jkatz@dglaw.com
 Correspondent Name: Jeffrey C. Katz
 Address Line 1: 1740 Broadway
 Address Line 4: New York, NEW YORK 10019

TRADEMARK

NAME OF SUBMITTER:	Jeffrey C. Katz
Signature:	/jeffrey c. katz/
Date:	05/16/2007
Total Attachments: 4 source=TM Assignment from BHA1 to BFG JMH FLB #page1.tif source=TM Assignment from BHA1 to BFG JMH FLB #page2.tif source=Schedule A & B#page1.tif source=Schedule A & B#page2.tif	

**TRADEMARK ASSIGNMENT,
RIGHTS CONFIRMATION AND GENERAL RELEASE AGREEMENT**

THIS TRADEMARK ASSIGNMENT, RIGHTS CONFIRMATION AND GENERAL RELEASE AGREEMENT (this "Agreement") is made and entered into as of February ~~14~~, 2007 ("Effective Date") by and between **BH Associates, Inc.**, a Texas corporation, and Bill Ham, individually, with their principal office at 260 Addie Roy Road, Suite 300, Austin, Texas 78746 (collectively, the "Assignors"), and **Billy 'F' Gibbons, Joe Michael Hill and Frank Lee Beard**, Texas residents (collectively, the "Assignees") who, for this purpose, have an address of c/o Mr. Bradley Whatley, H. Bradley Whatley, PC, One Sugar Creek Center Blvd., Suite 655, Sugar Land, Texas 77478.

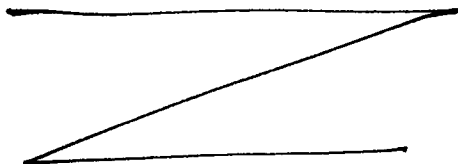
WHEREAS, Assignors wish to assign to Assignees, and Assignees wish to receive from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the Foreign Trademark Registrations set forth on Schedule C attached hereto and the Foreign Trademark Applications set forth on Schedule D hereto, in each case, together with the goodwill associated therewith (collectively, the "Marks");

WHEREAS, Assignees wish to confirm Assignors' continuing rights under the contracts that exist between the parties and the parties further wish to release each other as described herein from any and all claims, demands or causes of action arising from the parties' relationship and said contracts; and

NOW, THEREFORE, for the good and valuable consideration stated herein, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby, assign, transfer and set over to Assignees their entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, together with the goodwill associated with the Marks, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignees' own use and enjoyment, as further described herein, and for the use and enjoyment of Assignees' successors and assigns, as further described and limited herein, as fully and entirely as the same would have been held and enjoyed by Assignors if this Agreement had not been made, together with income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of their successors and assigns.

Assignors hereby request the Commissioner for Trademarks in the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignees as the assignees and owners of the Marks.

Assignors represent and warrant, to the best of their knowledge, that: (i) they are the sole and exclusive owners of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or



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[REDACTED]

The terms, conditions and consideration of this Agreement shall be and remain confidential and be treated by the parties hereto as such. Any breach of this provision shall be a material breach of this Agreement and subject to both equitable relief and damages including, but not limited to, a reversion to Assignors of the rights granted Assignees herein. Assignees and Assignors may disclose this agreement and its terms as necessary to effect the assignments of the Marks as contemplated herein as well as make disclosure, solely and only to the parties' respective legal, accounting, business management and financial advisors.

Texas law, both substantive and procedural, shall be applied to any interpretation or dispute involving this Agreement. Any dispute hereunder shall be mediated in Austin, Texas with a mutually acceptable mediator within 45 days of notice of the dispute. If the parties are unable to resolve the dispute within that period of time, any party may commence an action exclusively in a state or federal court situated in Travis County, Texas, the jurisdiction of which the parties hereto do voluntarily submit.

IN WITNESS WHEREOF, Assignors and Assignees have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNORS:

BH Associates, Inc.

Bill Ham

Bill Ham
President

Bill Ham

Bill Ham, Individually

ASSIGNEES:

Billy 'F' Gibbons

Billy 'F' Gibbons
Frank Lee Beard

Frank Lee Beard

Joe Michael Hill

Joe Michael Hill

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>TERRITORY</u>	<u>REG #</u>	<u>REG DATE</u>	<u>MARK</u>	<u>CLASS</u>	<u>SEC 8 & 15?</u>	<u>SEC 8 & 9 REN'L?</u>	<u>NOTES</u>
UNITED STATES	1389866	4/15/86	TOP NEWZZ & Design	16	4/13/92 - Y	4/12/06 - Y	Sec 8 & 9 Notice of Acceptance 7/14/06
UNITED STATES	1413141	10/14/86	ZZ TOP	9, 16, 25, 26, 41	5/18/92 - Y	10/16/06 - Y	Sec 8 & 9 Notice of Acceptance 1/9/07
UNITED STATES	1413142	10/14/86	ZZ TOP & Design (Double Z's)	9, 16, 25, 26, 28, 41	5/4/92 - Y	10/13/06 - Y	Sec 8 & 9 Notice of Acceptance 1/8/07
UNITED STATES	1415570	11/4/86	ZZ Logo (Double Z's)	6, 26	5/26/92 - Y	10/17/06 - Y	Sec 8 & 9 Notice of Acceptance 12/23/06

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

<u>TERRITORY</u>	<u>APPLICATION #</u>	<u>APPLICATION DATE</u>	<u>MARK</u>	<u>CLASS</u>	<u>NOTES</u>
UNITED STATES	78/516906	11/15/04	ZZ TOP's Texas Lightning' & Design	30	6 Mo Extn of Time to Use Timely Filed 11/14/06