

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
Philip Mintz		12/12/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	RUSTIC AND WESTERN ENTERPRISES, INC.		
Street Address:	302 North Access Road		
City:	Clyde		
State/Country:	TEXAS		
Postal Code:	79510		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3012254	HAPPY TRAILS TO YOU	
Registration Number:	3071886	HAPPY TRAILS	
Registration Number:	2499873	HAPPY TRAILS	
Registration Number:	2913758	HAPPY TRAILS	
Registration Number:	2378422	COWGIRLZ AUTHENTIC CLOTHING	
Registration Number:	2251989	HAPPY TRAILS	
CORRESPONDENCE DATA			
Fax Number:	(181)870-5892		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	18187056800		
Email:	rdammann@wcclaw.com		
Correspondent Name:	Reid Dammann		
Address Line 1:	5567 Reseda Boulevard, Suite 330		
Address Line 4:	Tarzana, CALIFORNIA 91356		
ATTORNEY DOCKET NUMBER:	671-0001		

OP \$165.00 3012254

NAME OF SUBMITTER:	Reid Eric Dammann
Signature:	/Reid Dammann/
Date:	12/21/2008

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Assignment**") is made effective as of December 11, 2008 from Philip Mintz, an individual ("**Assignor**"), to Rustic and Western Enterprises, Inc., a Texas corporation ("**Assignee**");

WHEREAS, Assignor is the owner of the trademarks listed in Exhibit "A" (the "**Marks**") registered in the United States Patent and Trademark Office, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used (the "**Products**").

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, both parties agree as follows:

1. Transfer of Trademarks. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks, together with (a) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which the Marks are registered; (b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (c) all rights to sue for past, present and future infringements or misappropriations of the Marks.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

2. Registration Fees. The registration for the change of the registered owner of the Marks shall be undertaken by the Assignor, and the Assignee shall bear the use and renewal fees incurred for each Mark hereby.

3. Authorization and Request. Assignor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Assignment for each Mark listed in Exhibit A.

4. Representations and Warranties.

(a). The Assignor is an individual residing in Texas, of the United States of America.

(b). The Assignor has the exclusive ownership of the Marks and no rights or equity of any third party is prejudiced due to the using of the Marks. There is no litigation or any other disputes arising from or relating to the Marks.

(c). The Assignor has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Assignment, which shall not be against any enforceable and effective laws or contracts.

(d). Once this Assignment has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

(e). The Assignor will not engage in any action that will be detrimental to the validity of the Marks after the completion of this Assignment.

(f). The Assignee is a Texas Corporation duly registered and validly existing under the laws of the State of Texas.

(g). The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental necessary to execute and perform this Assignment, which shall not be against any enforceable and effective laws or contracts.

(h). Once this Assignment has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

5. Voluntary Execution of Assignment. This Assignment is executed voluntarily and without any duress or undue influence on the part of or on behalf of any of the parties hereto, with the full intent of releasing all claims. The parties acknowledge that: (a). They have read this Assignment; (b). They have been represented in the preparation, negotiation, and execution of this Assignment by legal counsel of their own choice or that they have voluntarily declined to seek such counsel; (c). They understand the terms and consequences of this Assignment and of the releases it contains; and (d). They are fully aware of the legal and binding effect of this Assignment.

6. Effective Date and Term. This Assignment has been duly executed by authorized representatives of both parties as of the date first set forth above and shall be effective simultaneously.

7. Applicable Law and Jurisdiction. The validity, interpretation and implementation of this Assignment shall be governed by the laws of the State of Texas.

8. Amendment and Supplement. Any amendment and supplement of this Assignment shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Assignment and shall have the same legal effect as this Assignment.

9. Severability. Any provision of this Assignment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Assignment invalid or unenforceable in any other jurisdiction.

10. Construction. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

11. Dispute Resolution. Any controversy or claim arising out of or relating to this Assignment or the breach thereof shall be settled by arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator shall be binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be filed and conducted at the office of the AAA closest to the Assignee's head office where this Assignment was signed, and shall be conducted in English by one arbitrator mutually acceptable to the parties selected in accordance with AAA Rules.

12. Fees and Costs. Each Party shall be responsible for its own costs, attorneys' fees, and all other expenses in connection with the matters referred to in this Assignment, except as otherwise set forth herein. In the event of a breach of any term or provision of this Assignment, and/or the filing of a legal or arbitration proceeding in connection with the enforcement or interpretation of any provision of this Assignment, the prevailing party shall, in addition to any other remedies available to such Party, be entitled to reasonable attorneys' fees and costs, including reasonable expert witness fees and costs, from the losing party.

13. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Further Assurances. Assignor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge, deliver, file and record in the proper filing and recording places in the United States, all instruments and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignees, to perfect Assignee's security interest in all Marks to carry out the intent and purposes of this Trademark Assignment, or for assuring and confirming to Assignees the grant or perfection of a security interest in all Marks.

15. Indemnity. Assignor agrees to defend, indemnify and hold harmless Assignees and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Assignment, and (b) all losses or expenses in any way suffered, incurred, or paid by Assignees as a result of or in any way arising out of, following or consequential to transactions between Assignees and Assignor, whether under this Assignment or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Assignee's gross negligence or willful misconduct.

16. No Waiver. No course of dealing between Assignor and Assignees, nor any failure to exercise nor any delay in exercising, on the part of Assignees, any right, power, or privilege under this Assignment, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Assignment by Assignees shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Assignees.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

"Assignor"

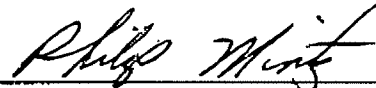
PHILIP MINTZ
302 North Access Road
Clyde, Texas 75910



PHILIP MINTZ

"Assignee"

**RUSTIC AND WESTERN
ENTERPRISES, INC.**
302 North Access Road
Clyde, Texas 79510

By: 

PHILIP MINTZ
Its: **Officer**

EXHIBIT "A"

Registered Trademarks

<u>Serial No.</u>	<u>Reg. No.</u>	<u>Trademark</u>	<u>Registration Date</u>	
1	78410514	3012254	HAPPY TRAILS TO YOU	November 1, 2005
2	78364119	3071886	HAPPY TRAILS	March 21, 2006
3	76012112	2499873	HAPPY TRAILS	October 23, 2001
4	76552943	2913758	HAPPY TRAILS	December 21, 2004
5	75414920	2378422	COWGIRLZ AUTHENTIC CLOTHING	August 22, 2000
6	75389878	2251989	HAPPY TRAILS	June 8, 1999

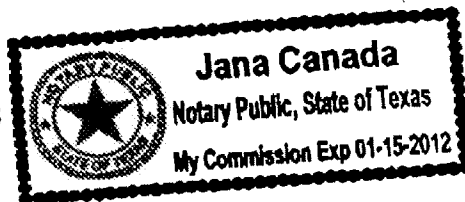
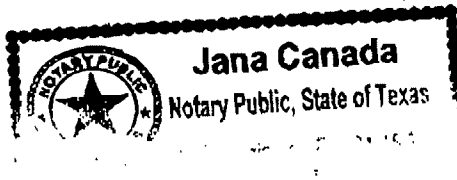
ACKNOWLEDGEMENT

State of Texas)
) ss.
County of Callahan)

On 12/12, 2008, before me, Jana Canada, Notary Public in and for the State of Texas, personally appeared Philip Mintz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jana Canada (Seal)
Signature



ACKNOWLEDGEMENT

State of Texas)
County of Callahan) ss.

On 12/12, 2008, before me, Jana Canada, Notary Public in and for the State of Texas, personally appeared Philip Mintz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jana Canada (Seal)
Signature

