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
Circle Y of Yoakum, Texas Inc.		07/11/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Circle Y Saddles, Inc.
Street Address:	201 W. Morris Street
City:	Yoakum
State/Country:	TEXAS
Postal Code:	77995
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark		
Registration Number:	0723723	CIRCLE Y BRAND Y YOAKUM, TEXAS		
Registration Number:	0723722	CIRCLE Y BRAND		
Registration Number:	0718762	Υ		

CORRESPONDENCE DATA

Fax Number: (713)651-5246

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713-651-5151

Email: jksimpson@fulbright.com

Correspondent Name: Jan K. Simpson/Fulbright & Jaworski

Address Line 1: 1301 McKinney
Address Line 2: Suite 5100

Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:	HO-T00189US0
NAME OF SUBMITTER:	Jan K. Simpson

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Signature:	/jks/
Date:	08/29/2011
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ASSIGNMENT (U.S. and Foreign Trademarks)

WHEREAS, Circle Y of Yoakum, Texas, Inc., a corporation organized under and pursuant to the laws of Texas having its principal place of business at 201 W. Morris Street; Yoakum, Texas 77995 (hereinafter referred to as Assignor), has adopted and is using the Marks set forth in SCHEDULE A hereof which they have used in various countries throughout the world including the United States; and

WHEREAS, Circle Y Saddles, Inc., a corporation organized under and pursuant to the laws of Texas having its principal place of business at 201 W. Morris Street; Yoakum, Texas 77995 (hereinafter referred to as Assignee), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registrations for said Marks and all of its right, title, and interest to said Marks not presently registered set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title, and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

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TRADEMARK REEL: 004613 FRAME: 0385 agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Marks and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

This Assignment between Circle Y of Yoakum, Texas, Inc. and Circle Y Saddles, Inc. is effective July 11, 2003.

Circle Y of Yoakum, Texas, Inc

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ame: MARK JEMBLK

Title: 1/16 Prepare -CAUS

SCHEDULE A

REGISTRATIONS

MARKS:

Registration Number	Mark	Date Registered	Serial Number	Filing Date	Ctry
723,722	CIRCLE Y BRAND	11/14/1961	106,475	10/17/1960	US
1398720	CIRCLE Y BRAND & DESIGN	09/06/1991	1398720	09/06/1989	GB
1398719	CIRCLE Y BRAND & DESIGN	09/06/1991	1398719	09/06/1989	GB
349820	CIRCLE Y BRAND & DESIGN	01/06/1989	590411	08/21/1987	CA
723723	CRICLE Y BRAND YOAKUN, TEXAS & DESIGN	11/14/1961	106476	19/17/1960	US
718762	Y & DESIGN	07/25/19	106474	10/17/1960	

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RECORDED: 08/29/2011

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