# 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
U.S. CAVALRY STORE, INC.		07/23/2013	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ERMC PROPERTY MANAGEMENT COMPANY OF ILLINOIS, LLC
Street Address:	One Park Place, 6148 Lee Highway
Internal Address:	Suite 300
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37421
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1844887	U.S. CAVALRY

### **CORRESPONDENCE DATA**

Fax Number: 8169838080

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 816-983-8000

Email: pto-kc@huschblackwell.com

Correspondent Name: Kris Kappel

Address Line 1: 4801 Main Street, Suite 1000 Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	422043.149
NAME OF SUBMITTER:	Kris Kappel
Signature:	/Kris Kappel/

**TRADEMARK** REEL: 005084 FRAME: 0427

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Date:	08/02/2013
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

TRADEMARK REEL: 005084 FRAME: 0428

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of the day of July, 2013, by and between U.S. CAVALRY STORE, INC., a Delaware corporation ("Assignor"), and ERMC PROPERTY MANAGEMENT COMPANY OF ILLINOIS, LLC, an Illinois limited liability company (the "Assignee").

WHEREAS, Assignor is the owner of Trademark Registration listed on Exhibit A, attached hereto and made a part hereof, and any and all statutory and common law rights therein (the "Mark"); and

WHEREAS, Assignor wishes to assign its entire right, title and interest in and to the Mark and all associated goodwill to Assignee and Assignee desires to assume such Mark and all associated goodwill under the terms of this Agreement.

**NOW, THEREFORE**, in consideration of ten dollars (\$10.00), the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Mark together with that portion of the goodwill associated with the Mark connected with the use of and symbolized by the Mark, and all causes of action, past, present and future for infringement of the Mark subject to the covenants set forth below.
- 2. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Mark in Assignee, its successors or assigns, and that it will, at any time upon request, communicate to Assignee, its successors or assigns, such facts relating to the Mark or the history thereof as may be known to it.
- 3. This Agreement may not be amended, modified or supplemented except by written agreement duly executed by both parties.
- 4. Assignor agrees not to challenge or assist or cooperate with any third party challenging or taking any position contrary to or inconsistent with Assignee's sole and exclusive right in and to the Mark or the validity of the Mark.
- 5. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky without reference to choice of law rules.

KCP-4342748-1

TRADEMARK REEL: 005084 FRAME: 0429 IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:	ASSIGNEE:
U.S. CAVALRY STORE, INC.	ERMC PROPERTY MANAGEMENT COMPANY OF ILLINOIS, LLC
By: James W. English	By: Monas Yrang Name: Thomas KAANZ

Title: <u>Out I manual I ffici</u>

REGIDENT

Title:

# Exhibit A Trademark

# **U.S. CAVALRY**

U.S. Registration Number 1,844,887 (Word Mark)

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