### 900279174 02/04/2014

TRADEMARK ASSIGNMENT

#### Electronic Version v1.1 Stylesheet Version v1.1 **NEW ASSIGNMENT** SUBMISSION TYPE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL NATURE OF CONVEYANCE: **CONVEYING PARTY DATA Execution Date** Entity Type Name Formerly INDIVIDUAL: UNITED STATES 10/22/2013 Sam Meinrod **RECEIVING PARTY DATA** Stronghom, LLC Name: Street Address: 507 Sabine Street Suite 304 Internal Address: Austin TEXAS State/Country: Postal Code: 78701 LIMITED LIABILITY COMPANY: TEXAS Entity Type: PROPERTY NUMBERS Total: 1 Word Mark Number Property Type 85807242 STRONGHORN Serial Number: **CORRESPONDENCE DATA** Fax Number: 214-749-63 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail. 214-749-6548 Phone: rachel.saldana@hsblaw.com Correspondent Name: Rachel A. Saldana Address Line 1: 901 Main Street Address Line 2: Suite 5200 Dallas, TEXAS 75202 Address Line 4: Rachel A. Saldana NAME OF SUBMITTER: /Rachel A. Saldana/ Signature: 02/04/2014 Date: Total Attachments: 3 source=STRONGHORN\_-\_Meinrod\_Executed\_Assignment#page1.tif source=STRONGHORN\_-\_Meinrod\_Executed\_Assignment#page2.tif source=STRONGHORN\_-\_Meinrod\_Executed\_Assignment#page3.tif

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## TRADEMARK AGREEMENT AND ASSIGNMENT

This Trademark Agreement and Assignment ("Agreement"), entered into and effective as of the latest date indicated in the signature block at the foot of this Agreement (the "Effective Date"), is by and between SAM MEINROD ("Meinrod"), an individual, and STRONGHORN, LLC, a Texas limited liability company ("Stronghorn").

#### RECITAL

WHEREAS Meinrod is the owner of record of the U.S. Serial No. 85/807,242 covering the mark "STRONGHORN" ("the Mark") which was filed on behalf of and for the benefit of Stronghorn; and

WHEREAS Meinrod is desirous of assigning all intellectual property rights in and to the Mark to Stronghorn;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Meinrod and Stronghorn mutually agree as follows:

### TERMS OF AGREEMENT

### 1.0 Mark Defined

1.1 The Mark for purposes of this Agreement is described as the word mark pending under U.S. Serial No. 85/807,242 on the United States Patent and Trademark Office's principal register.

### 2.0 Grant of Assignment

- 2.1 Meinrod hereby transfers, conveys, assigns, and delivers to Stronghorn and Stronghorn hereby accepts all rights, title, and interest of Meinrod, and all subsidiary rights if any, in and to the Mark.
- 2.2 Meinrod agrees that the right to maintain the intellectual property rights in and to the Mark is, or shall be by assignment through this Agreement, exclusively vested with Stronghorn.

## 2.3 Meinrod warrants:

- a. that the Mark does not infringe any valid trademark registration or other proprietary right of any third party;
- b. that Meinrod has the power to convey the Mark granted and assigned in this Agreement; and

TRADEMARK REEL: 005212 FRAME: 0736 d. that the Mark has not been assigned previously.

## 3.0 Rights Related to Future Use

- 3.1 Stronghorn will retain the exclusive and unfettered right to file additional applications for the registration of trademark incorporating "STRONGHORN".
- 3.2 Meinrod will not, without written consent of Stronghorn, use the Mark, file any application for registration of the mark with any federal or state tribunal authorized to issue registrations for trademark, nor will it authorize any third party to use the Mark.

# 4.0 Representation of Comprehension of Document

- 4.1 In entering into this Agreement, the parties represent that they have relied on the advice of their attorneys, who are the attorneys of their own selection, or have been given ample opportunity to seek legal counsel, concerning the legal ramifications of executing this Agreement.
- 4.2 The terms of this Agreement have been read in full by the parties and the parties have been afforded the opportunity to seek explanation of any term.
- 4.3 The parties fully understand the terms of this agreement, and have voluntarily determined to execute the Agreement.

## 5.0 Warranty of Capacity to Legally Bind the Parties

5.1 The parties represent and warrant that they have the right and authority to execute this Agreement, that they have not sold, assigned, transferred, or otherwise dispensed of any the claims, entitlements, rights, or assets referred to in this Agreement, and that no other entity has the legal right to interfere with or set aside any rights conveyed by this instrument.

## 6.0 Contract and Venue

- 6.1 This Agreement shall be construed and interpreted in accordance with federal law and the laws of the State of California, whichever may have subject matter jurisdiction.
- 6.2 The designated venue for the resolution of any dispute arising out of this Agreement, whether by litigation or alternative dispute resolution, shall be Austin, Texas.

# 7.0 Entire Agreement and Successors in Interest

7.1 This Agreement contains the entire agreement between the parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

# 8.0 No Waiver and Severability

- 8.1 The failure of any party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- **8.2** In the event any provision of this Agreement is invalid or unenforceable or is prohibited by law, the remaining provisions of this Agreement shall remain in full force.

TRADEMARK REEL: 005212 FRAME: 0737 IN WITNESS WHEREOF, the representative of the parties hereto, being authorized to sign on behalf of the entity for which they are signing and with full authority to legally bind such entity, have caused this Agreement to be executed on the Effective Date as set forth below. Faxed copies of the signed counterparts of this Agreement for all purposes shall be deemed an original.

## Sam Meinrod

By:

Name: Sam Meinne

Title: \_\_

Date: 10/22/13

Saul Men

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RECORDED: 02/04/2014