

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308245

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	03/17/2014

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cummings Group Inc.		03/17/2014	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Straight Arrow Products, Inc.
<b>Street Address:</b>	2020 Highland Avenue
<b>City:</b>	BETHLEHEM
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	18017
<b>Entity Type:</b>	CORPORATION: NEW JERSEY

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2047519	CHARMAR LAND & CATTLE CO.
Registration Number:	2157980	COWBOY MAGIC
Registration Number:	3093326	COWBOY MAGIC BODYSHINE
Registration Number:	2558701	COWBOY MAGIC
Registration Number:	3132341	COWGIRL MAGIC
Registration Number:	3068038	GREENSPOT
Registration Number:	3001989	KRUD BUSTER

## CORRESPONDENCE DATA

Fax Number: 8882620632

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6105373537

Email: ljfrench@leonardjfrench.com

Correspondent Name: Leonard French, Esq.

Address Line 1: PO Box 9125

Address Line 4: Allentown, PENNSYLVANIA 18105

<b>NAME OF SUBMITTER:</b>	Leonard J. French, Esq.
<b>SIGNATURE:</b>	/s/leonardjfrench/
<b>DATE SIGNED:</b>	06/20/2014

TRADEMARK

**Total Attachments: 4**

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## ASSIGNMENT OF INTANGIBLE PROPERTY

This Assignment of Intangible Property ("*Assignment*") is dated as of March 17, 2014 (the "*Effective Date*"), by and between Cummings Group, Inc., a California corporation ("*Assignor*"), and Straight Arrow Products, Inc., a New Jersey corporation ("*Assignee*").

### RECITALS:

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated March 17, 2014 (the "*Agreement*"), pursuant to which Assignor is selling to Assignee the Assets more particularly described in the Agreement. Unless otherwise defined in this Assignment, capitalized terms shall have the meanings given to them in the Agreement.

B. Assignor is the owner of a line of certain equine care products known as Cowboy Magic® which includes, without limitation, all formulations, trade names, trademarks, customer information, supplier information, trade secrets, proprietary information and other related intangible property (the "*Intangible Property*") listed on Exhibit A, attached to this Assignment and incorporated by reference.

C. Pursuant to the terms of the Agreement, Assignor desires to assign Assignor's right, title and interest in the Intangible Property to Assignee, and Assignee desires to accept the assignment and assume all of the obligations associated with the Intangible Property.

NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies and instruments to be paid and delivered to Assignor by Assignee pursuant to the terms of the Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. Assignment of Intangible Property. Assignor assigns and transfers to Assignee all of its right, title and interest in and to the Intangible Property as of the Effective Date. This Assignment of the Intangible Property is intended to be a full assignment of rights and interests rather than a license. Accordingly, Assignor specifically includes in the within assignment and transfer all goodwill symbolized by the Intangible Property and each individual item thereof including the goodwill symbolized by each registered and unregistered trademark, formulation, trade name and domain name.

2. Acceptance of Assignment and Obligations. Assignee agrees to and accepts the assignment of the Intangible Property, and assumes and covenants to keep, perform and fulfill, except as expressly provided in the Agreement, the executory portion of the terms, covenants, conditions and obligations of each Intangible Property required to be kept, performed and fulfilled with respect to the Intangible Property from and after the Effective Date.

3. Conflicts. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, disclaimers, exclusions and indemnities set forth in the Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions of this Assignment and the provisions of the Agreement, the provisions of the Agreement shall govern.

4. Governing Law. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California, excepting as to conflicts of law.

5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Further Documentation. For a period not to exceed Eighteen (18) months from the Closing Date, Assignor shall, upon reasonable request, execute and deliver such additional documentation as Assignee may reasonably require to evidence and effect the within assignment of the Intangible Property, to record the assignment of any registrations involving the Intangible Property in any jurisdictions where such registrations currently exist, and to revive, preserve and extend such registrations but only to the extent such registrations are at risk of lapse or challenge prior to their effective assignment to Assignee. While Assignor will reasonably cooperate with Assignee to effectuate the assignment of such registrations for a period not to exceed Eighteen (18) months from the Closing Date, Assignee shall bear all the costs for the preparation and recording by Assignee of such additional documentation. Assignor further acknowledges and consents to the filing of this document in all applicable registration offices as evidence of the within assignment.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

**ASSIGNOR:**

**Cummings Group, Inc.,**  
a California corporation

By:   
James Cummings

Its: President

*[Additional signature appears on next page]*

**ASSIGNEE:**

**Straight Arrow Products, Inc.,**  
a New Jersey corporation

By: 

Devon B. Katzev

Its: President

SCHEDULE 1

INTANGIBLE PROPERTY

- (a) [REDACTED]
- (b) The following trade names: Cowboy Magic and Charmar Land & Cattle Co.
- (c) The following U.S. Federal Trademark Registrations: COWBOY MAGIC BODYSHINE mark having Registration No. 3093326; COWBOY MAGIC mark having Registration No. 2558701; COWBOY MAGIC (AND DESIGN) mark Registration No. 2157980; COWGIRL MAGIC mark having Registration No. 3132341; GREENSPOT mark having Registration No. 3068038; KRUD BUSTER mark having Registration No. 3001989; and CHARMAR LAND & CATTLE CO. (AND DESIGN) mark having Registration 2047519.
- (d) The following EU Community Trademark Registrations: COWBOY MAGIC (AND DESIGN) mark having Registration No. 406280.
- (e) The following UK Trademark Registrations: COWBOY MAGIC (AND DESIGN) mark having Registration No. 2032699.
- (f) The following Japanese Trademark Registrations: COWBOY MAGIC (AND DESIGN) mark having Registration No. 4410361.
- (g) [REDACTED]
- (h) [REDACTED]
- (i) The following domain name registrations: cowboymagic.com; cowboymagic.mobi; cowgirlmagic.bz; cowgirlmagic.info; cowgirlmagic.net; cowgirlmagic.org; cowboymagic.biz; cowboymagic.bz; cowboymagic.cc; cowboymagic.de; cowboymagic.eu; cowboymagic.info; cowboymagic.tv; cowboymagic.us; cowboymagic.ws; cowgirlmagic.us; cowgirlmagic.biz; cowboymagicskincare.com; cowboymagicskincare.info; cowboymagicskincare.net; cowboymagicskincare.org; cowboymagicskincare.biz; and cowboymagicskincare.us.

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