

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raymond Domecq		05/14/2014	INDIVIDUAL:
Jackie Resch		02/24/2014	INDIVIDUAL:
Glenn Baxley		02/24/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Rodeo Cold, LLC		
Street Address:	1318 W MEDINAH CT		
City:	Anthem		
State/Country:	ARIZONA		
Postal Code:	85086		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2068069	RODEO COLD	
Registration Number:	2149620	RODEO COLD	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	froberg@roar.la		
Correspondent Name:	Jay Froberg		
Address Line 1:	9701 Wilshire Blvd		
Address Line 2:	8th Floor		
Address Line 4:	Beverly Hills, CALIFORNIA 90212		
NAME OF SUBMITTER:	Jay Froberg		
SIGNATURE:	/Jay Froberg/		
DATE SIGNED:	08/04/2014		
Total Attachments: 19			
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OP \$65.00 2068069

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source=Rodeo Cold + Jackie Resch_Trademark Assignment copy EXE#page5.tif
source=Rodeo Cold + Jackie Resch_Trademark Assignment copy EXE#page6.tif

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between GLENN BAXLEY, d/b/a Rodeo Cold and d/b/a Rodeo Cold Marketing Services ("Baxley"), and RODEO COLD, LLC, an Arizona Limited Liability Company, ("Assignee") on February 14, 2014 (the "Effective Date").

WHEREAS, Baxley, Jackie Resch, d/b/a Rodeo Cold and d/b/a Rodeo Cold Marketing Services, and Raymond Domecq, d/b/a Rodeo Cold and d/b/a Rodeo Cold Marketing Services, each respectively is/was the owner, in equal one-third (1/3) shares, of the actual trademarks identified as follows:

- (i) RODEO COLD (Registration Number 2,068,069, Registration Date June 3, 1997) (attached hereto as Exhibit A); and
- (ii) RODEO COLD (Registration Number 2,149,620, Registration Date April 7, 1998) (attached hereto as Exhibit B) ((i) and (ii) collectively referred to herein as the "Trademarks").

WHEREAS, Assignee wishes to acquire all of Baxley's entire rights, title, and interest in the Trademarks in perpetuity, which is fully and unequivocally comprised of his entire one-third (1/3) share in and to the Trademarks ("Baxley's Rodeo Cold Trademarks Stake");

NOW, the parties agree as follows:

1. Assignment. Baxley does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights) in and to Baxley's Rodeo Cold Trademarks Stake.

2. Consideration. In consideration for the assignment set forth in Paragraph 1 above, Assignee shall pay Baxley the aggregate sum of Fifty Thousand United States dollars (\$50,000), with Five Thousand United States Dollars (\$5,000) payable upon execution of this Agreement, and the remaining Forty Five Thousand United States Dollars (\$45,000) payable on a monthly basis, with a minimum monthly payment of Two Hundred Fifty United States Dollars (\$250). The aforementioned monthly payments shall commence on the month immediately following the Execution Date of this Agreement.

3. Representations and Warranties. Baxley represents and warrants to Assignee:

- (a) Baxley has the right, power and authority to enter into this Agreement;
- (b) Baxley is the exclusive owner of his one-third (1/3) share of the rights, title and interest, including all intellectual property and goodwill rights, in and to the Trademarks;
- (c) Baxley's Rodeo Cold Trademarks Stake is free of any liens, security interests, encumbrances or licenses;
- (d) Baxley's Rodeo Cold Trademarks Stake does not infringe on the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Baxley's Rodeo Cold Trademarks Stake;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Baxley is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties, which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Baxley agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder, shall be governed by the laws of Los Angeles County and the State of California.

10. ARBITRATION. THE PARTIES SHALL MEDIATE AND/OR ARBITRATE ANY DISPUTE WHICH MAY ARISE OUT OF THIS AGREEMENT. BAXLEY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WAIVES ANY RIGHT TO SUE ASSIGNEE, AND ANY ASSIGNEE OF ASSIGNEE, IN A COURT OF LAW AND REQUIRES THE BAXLEY ASSERT ANY CLAIMS OR GRIEVANCES IN MEDIATION OR ARBITRATION. ASSIGNEE KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A JURY TRIAL OR COURT TRIAL AND FREELY CONSENTS TO THE TERMS OF HEREOF AS A MATERIAL TERM OF THIS AGREEMENT.

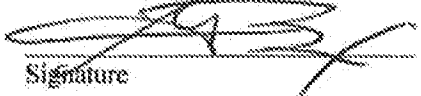
11. Miscellaneous. Upon Assignee's breach of this Agreement, Baxley will be limited to monetary damages only, and will not be entitled to seek or obtain injunctive or other equitable relief. Baxley agrees to indemnify and hold harmless Assignee in and in connection with the representations and warranties made by Baxley herein, and any third party claims, damages, or causes of action related to thereto. Unless and to the extent Baxley's obligation to indemnify and hold harmless Assignee applies, Assignee agrees to indemnify, defend, and hold harmless Baxley in connection with the representations and warranties made by Assignee herein.

This Agreement may be executed in counterparts and/or by facsimile or email transmission, and such counterparts and electronic signatures will be binding as originals for all purposes.

(SIGNATURES ON FOLLOWING PAGE)

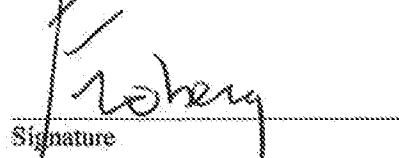
ACCEPTED AND AGREED:

Glenn Baxley, d/b/a Rodeo Cold
and d/b/a Rodeo Cold Marketing
Services ("BAXLEY")


Signature

2/24/14
Date

Rodeo Cold, LLC ("ASSIGNEE")


Signature

JAY FRISVOLD
By

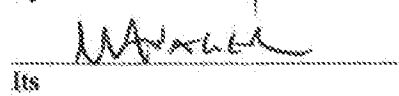

Its

Exhibit A

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TESS	SEARCH	REGISTER	RENEWAL	STATUS	MARKS	CLASS	OFFICE
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Logout	Please logout when you are done to release system resources allocated for you.
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Record 1 out of 1

TESS	ASSIGNMENTS	TRADEMARK
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Typed Drawing

Word Mark	RODEO COLD
Goods and Services	IC 025. US 022 039. G & S: clothing, namely, shirts, T-shirts, sweatshirts, tank tops, shorts, hats, and caps. FIRST USE: 19951024. FIRST USE IN COMMERCE: 19951024
	IC 035. US 100 101 102. G & S: advertising and marketing services, namely, promoting the goods and services of others by arranging sponsors to affiliate their goods and services with rodeos and other cowboy events. FIRST USE: 19951024. FIRST USE IN COMMERCE: 19951024
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75975692
Filing Date	May 22, 1995
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	December 19, 1995
Change In Registration	CHANGE IN REGISTRATION HAS OCCURRED
Registration Number	2068069
Registration Date	June 3, 1997
Owner	(REGISTRANT) Resch, Jackie DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357
	(REGISTRANT) Woodside, Ken DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357
	(REGISTRANT) Domecq, Raymond DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357
	(LAST LISTED OWNER) RESCH, JACKIE DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 GATESVILLE AVENUE MODESTO CALIFORNIA 95357
	(LAST LISTED OWNER) GLEN BAXLEY DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 GATESVILLE AVENUE MODESTO CALIFORNIA 95357
	(LAST LISTED OWNER) DOMEcq, RAYMOND DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 GATESVILLE AVENUE MODESTO CALIFORNIA 95357
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	PETER H SMITH
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RODEO" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK. SERVICE MARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20071219.
Renewal	1ST RENEWAL 20071219
Live/Dead Indicator	LIVE

TESS	SEARCH	REGISTER	RENEWAL	STATUS	MARKS	CLASS	OFFICE
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Exhibit B



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Typed Drawing

Word Mark RODEO COLD

Goods and Services (CANCELLED) IC 032. US 045 046 048. G & S: malt beverages, namely, beer. FIRST USE: 19970926. FIRST USE IN COMMERCE: 19970926

Mark Drawing Code (1) TYPED DRAWING

Serial Number 74681242

Filing Date May 22, 1995

Current Basis 1A

Original Filing Basis 1B

Published for Opposition December 19, 1995

Registration Number **2149620**

Registration Date April 7, 1998

Owner (REGISTRANT) Resch, Jackie, Woodside, Ken (United States Citizen) DBA Rodeo Cold and DBA Rodeo Cold Marketing Services DBA Rodeo Cold and dba Rodeo Cold Marketing Services INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

(REGISTRANT) Woodside, Ken DBA Rodeo Cold and DBA Rodeo Cold Marketing Services INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

(REGISTRANT) Domecq, Raymond DBA Rodeo Cold and DBA Rodeo Cold Marketing Services INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record PETER H SMITH

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RODEO" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator DEAD

Cancellation Date January 8, 2005

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TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between RAYMOND DOMEcq, d/b/a Rodeo Cold and d/b/a Rodeo Cold Marketing Services ("Domecq"), and RODEO COLD, LLC, an Arizona Limited Liability Company, ("Assignee") on February 14, 2014 (the "Effective Date").

WHEREAS, Domecq, Glenn Baxley d/b/a Rodeo Cold and d/b/a Rodeo Cold Marketing Services, and Jackie Resch, d/b/a Rodeo Cold and d/b/a Rodeo Cold Marketing Services, each respectively is/was the owner, in equal one-third (1/3) shares, of the actual trademarks identified as follows:

- (i) RODEO COLD (Registration Number 2,068,069, Registration Date June 3, 1997) (attached hereto as Exhibit A); and
- (ii) RODEO COLD (Registration Number 2,149,620, Registration Date April 7, 1998) (attached hereto as Exhibit B) ((i) and (ii) collectively referred to herein as the "Trademarks").

WHEREAS, Assignee wishes to acquire all of Domecq's entire rights, title, and interest in the Trademarks in perpetuity, which is fully and unequivocally comprised of his entire one-third (1/3) share in and to the Trademarks ("Domecq's Rodeo Cold Trademarks Stake");

NOW, the parties agree as follows:

1. Assignment. Domecq does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights) in and to Domecq's Rodeo Cold Trademarks Stake.

2. Consideration. In consideration for the assignment set forth in Paragraph 1 above, Assignee shall pay Domecq the sum of One United States Dollar (\$1).

3. Representations and Warranties. Domecq represents and warrants to Assignee:

- (a) Domecq has the right, power and authority to enter into this Agreement;
- (b) Domecq is the exclusive owner of his one-third (1/3) share of the rights, title and interest, including all intellectual property and goodwill rights, in and to the Trademarks;
- (c) Domecq's Rodeo Cold Trademarks Stake is free of any liens, security interests, encumbrances or licenses;
- (d) To the best of Domecq's knowledge, Domecq's Rodeo Cold Trademarks Stake does not infringe on the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Domecq's Rodeo Cold Trademarks Stake;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Domecq is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be

entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties, which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Domecq agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder, shall be governed by the laws of Los Angeles County and the State of California.

10. **ARBITRATION. THE PARTIES SHALL MEDIATE AND/OR ARBITRATE ANY DISPUTE WHICH MAY ARISE OUT OF THIS AGREEMENT. DOMEcq ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WAIVES ANY RIGHT TO SUE ASSIGNEE, AND ANY ASSIGNEE OF ASSIGNEE, IN A COURT OF LAW AND REQUIRES THE DOMEcq ASSERT ANY CLAIMS OR GRIEVANCES IN MEDIATION OR ARBITRATION. ASSIGNEE KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A JURY TRIAL OR COURT TRIAL AND FREELY CONSENTS TO THE TERMS OF HEREOF AS A MATERIAL TERM OF THIS AGREEMENT.**

11. Miscellaneous. Upon Assignee's breach of this Agreement, Domecq will be limited to monetary damages only, and will not be entitled to seek or obtain injunctive or other equitable relief. Domecq agrees to indemnify and hold harmless Assignee in and in connection with the representations and warranties made by Domecq herein, and any third party claims, damages, or causes of action related to thereto. Unless and to the extent Domecq's obligation to indemnify and hold harmless Assignee applies, Assignee agrees to indemnify, defend, and hold harmless Domecq in connection with the representations and warranties made by Assignee herein.

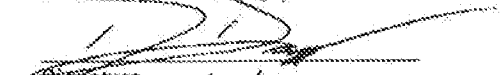
This Agreement may be executed in counterparts and/or by facsimile or email transmission, and such counterparts and electronic signatures will be binding as originals for all purposes.

ACCEPTED AND AGREED:

Raymond Domecq, d/b/a Rodeo Cold
and d/b/a Rodeo Cold Marketing
Services ("DOMEcq")

Signature

Date


5/14/14

Rodeo Cold, LLC ("ASSIGNEE")

Signature

By

Its

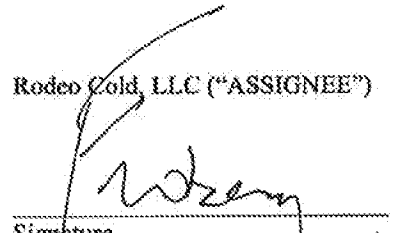

IAN Frost
MANAGER

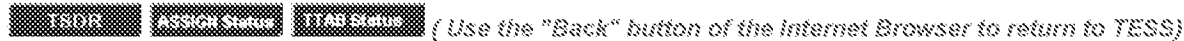
Exhibit A

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Word Mark RODEO COLD

Goods and Services IC 025. US 022 039. G & S: clothing, namely, shirts, T-shirts, sweatshirts, tank tops, shorts, hats, and caps. FIRST USE: 19951024. FIRST USE IN COMMERCE: 19951024

IC 035. US 100 101 102. G & S: advertising and marketing services, namely, promoting the goods and services of others by arranging sponsors to affiliate their goods and services with rodeos and other cowboy events. FIRST USE: 19951024. FIRST USE IN COMMERCE: 19951024

Mark Drawing Code (1) TYPED DRAWING

Serial Number 75975692

Filing Date May 22, 1995

Current Basis 1A

Original Filing Basis 1B

Published for Opposition December 19, 1995

Change In Registration CHANGE IN REGISTRATION HAS OCCURRED

Registration Number **2068069**

Registration Date June 3, 1997

Owner (REGISTRANT) Resch, Jackie DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

(REGISTRANT) Woodside, Ken DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

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Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record PETER H SMITH

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RODEO" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK. SERVICE MARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20071219.

Renewal 1ST RENEWAL 20071219

Live/Dead Indicator LIVE



Exhibit B



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Typed Drawing

Word Mark RODEO COLD

Goods and Services (CANCELLED) IC 032. US 045 046 048. G & S: malt beverages, namely, beer. FIRST USE: 19970926. FIRST USE IN COMMERCE: 19970926

Mark Drawing Code (1) TYPED DRAWING

Serial Number 74681242

Filing Date May 22, 1995

Current Basis 1A

Original Filing Basis 1B

Published for Opposition December 19, 1995

Registration Number **2149620**

Registration Date April 7, 1998

Owner (REGISTRANT) Resch, Jackie, Woodside, Ken (United States Citizen) DBA Rodeo Cold and DBA Rodeo Cold Marketing Services DBA Rodeo Cold and dba Rodeo Cold Marketing Services INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

(REGISTRANT) Woodside, Ken DBA Rodeo Cold and DBA Rodeo Cold Marketing Services INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

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Assignment Recorded ASSIGNMENT RECORDED

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Cancellation Date January 8, 2005

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TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between JACKIE RESCH, d/b/a Rodeo Cold and d/b/a Rodeo Cold Marketing Services ("Resch"), and RODEO COLD, LLC, an Arizona Limited Liability Company, ("Assignee") on February 14, 2014 (the "Effective Date").

WHEREAS, Resch, Glenn Baxley, d/b/a Rodeo Cold and d/b/a Rodeo Cold Marketing Services, and Raymond Domecq, d/b/a Rodeo Cold and d/b/a Rodeo Cold Marketing Services, each respectively is/was the owner, in equal one-third (1/3) shares, of the actual trademarks identified as follows:

- (i) RODEO COLD (Registration Number 2,068,069, Registration Date June 3, 1997) (attached hereto as Exhibit A); and
- (ii) RODEO COLD (Registration Number 2,149,620, Registration Date April 7, 1998) (attached hereto as Exhibit B) ((i) and (ii) collectively referred to herein as the "Trademarks").

WHEREAS, Assignee wishes to acquire all of Resch's entire rights, title, and interest in the Trademarks in perpetuity, which is fully and unequivocally comprised of his entire one-third (1/3) share in and to the Trademarks ("Resch's Rodeo Cold Trademarks Stake");

NOW, the parties agree as follows:

1. Assignment. Resch does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights) in and to Resch's Rodeo Cold Trademarks Stake.
2. Consideration. In consideration for the assignment set forth in Paragraph 1 above, Assignee shall pay Resch the sum of One United States Dollar (\$1).
3. Representations and Warranties. Resch represents and warrants to Assignee:
 - (a) Resch has the right, power and authority to enter into this Agreement;
 - (b) Resch is the exclusive owner of his one-third (1/3) share of the rights, title and interest, including all intellectual property and goodwill rights, in and to the Trademarks;
 - (c) Resch's Rodeo Cold Trademarks Stake is free of any liens, security interests, encumbrances or licenses;
 - (d) Resch's Rodeo Cold Trademarks Stake does not infringe on the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Resch's Rodeo Cold Trademarks Stake;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (g) Resch is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be

entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties, which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Resch agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder, shall be governed by the laws of Los Angeles County and the State of California.

10. ARBITRATION. THE PARTIES SHALL MEDIATE AND/OR ARBITRATE ANY DISPUTE WHICH MAY ARISE OUT OF THIS AGREEMENT. RESCH ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WAIVES ANY RIGHT TO SUE ASSIGNEE, AND ANY ASSIGNEE OF ASSIGNEE, IN A COURT OF LAW AND REQUIRES THE RESCH ASSERT ANY CLAIMS OR GRIEVANCES IN MEDIATION OR ARBITRATION. ASSIGNEE KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A JURY TRIAL OR COURT TRIAL AND FREELY CONSENTS TO THE TERMS OF HEREOF AS A MATERIAL TERM OF THIS AGREEMENT.

11. Miscellaneous. Upon Assignee's breach of this Agreement, Resch will be limited to monetary damages only, and will not be entitled to seek or obtain injunctive or other equitable relief. Resch agrees to indemnify and hold harmless Assignee in and in connection with the representations and warranties made by Resch herein, and any third party claims, damages, or causes of action related to thereto. Unless and to the extent Resch's obligation to indemnify and hold harmless Assignee applies, Assignee agrees to indemnify, defend, and hold harmless Resch in connection with the representations and warranties made by Assignee herein.

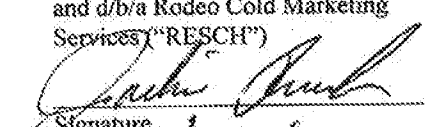
This Agreement may be executed in counterparts and/or by facsimile or email transmission, and such counterparts and electronic signatures will be binding as originals for all purposes.

ACCEPTED AND AGREED:

Jackie Resch, d/b/a Rodeo Cold
and d/b/a Rodeo Cold Marketing
Services ("RESCH")

Signature

Date


2/24/14

Rodeo Cold, LLC ("ASSIGNEE")

Signature

By

Its

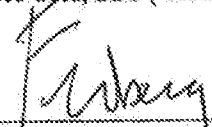
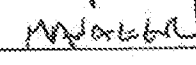

Jay Francisco


Exhibit A

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Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Fri Feb 21 03:20:46 EST 2014

TESS	SEARCH	REGISTER	RENEWAL	STATUS	MARKS	CLASS	OFFICE
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Record 1 out of 1

TESS	ASSIGNMENTS	TRAB STATUS
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(Use the "Back" button of the Internet Browser to return to TESS)
Typed Drawing

Word Mark RODEO COLD

Goods and Services IC 025. US 022 039. G & S: clothing, namely, shirts, T-shirts, sweatshirts, tank tops, shorts, hats, and caps. FIRST USE: 19951024. FIRST USE IN COMMERCE: 19951024

IC 035. US 100 101 102. G & S: advertising and marketing services, namely, promoting the goods and services of others by arranging sponsors to affiliate their goods and services with rodeos and other cowboy events. FIRST USE: 19951024. FIRST USE IN COMMERCE: 19951024

Mark Drawing Code (1) TYPED DRAWING

Serial Number 75975692

Filing Date May 22, 1995

Current Basis 1A

Original Filing Basis 1B

Published for Opposition December 19, 1995

Change In Registration CHANGE IN REGISTRATION HAS OCCURRED

Registration Number **2068069**

Registration Date June 3, 1997

Owner (REGISTRANT) Resch, Jackie DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

(REGISTRANT) Woodside, Ken DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

(REGISTRANT) Domecq, Raymond DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

(LAST LISTED OWNER) RESCH, JACKIE DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 GATESVILLE AVENUE MODESTO CALIFORNIA 95357

(LAST LISTED OWNER) GLEN BAXLEY DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 GATESVILLE AVENUE MODESTO CALIFORNIA 95357

(LAST LISTED OWNER) DOMEQ, RAYMOND DBA RODEO COLD AND DBA RODEO COLD MARKETING SERVICES INDIVIDUAL UNITED STATES 3913 GATESVILLE AVENUE MODESTO CALIFORNIA 95357

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record PETER H SMITH

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RODEO" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK. SERVICE MARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20071219.

Renewal 1ST RENEWAL 20071219

Live/Dead Indicator LIVE

TESS	SEARCH	REGISTER	RENEWAL	STATUS	MARKS	CLASS	OFFICE
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Exhibit B

**United States Patent and Trademark Office**

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TESS	SEARCH	REGISTER	RENEWAL	STATUS	MARKING	COMPLAINT	USPTO
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TESS	ASSIGNMENTS	TRAB Status	(Use the "Back" button of the Internet Browser to return to TESS)
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Typed Drawing

Word Mark RODEO COLD

Goods and Services (CANCELLED) IC 032. US 045 046 048. G & S: malt beverages, namely, beer. FIRST USE: 19970926. FIRST USE IN COMMERCE: 19970926

Mark Drawing Code (1) TYPED DRAWING

Serial Number 74681242

Filing Date May 22, 1995

Current Basis 1A

Original Filing Basis 1B

Published for Opposition December 19, 1995

Registration Number **2149620**

Registration Date April 7, 1998

Owner (REGISTRANT) Resch, Jackie, Woodside, Ken (United States Citizen) DBA Rodeo Cold and DBA Rodeo Cold Marketing Services DBA Rodeo Cold and dba Rodeo Cold Marketing Services INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

(REGISTRANT) Woodside, Ken DBA Rodeo Cold and DBA Rodeo Cold Marketing Services INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

(REGISTRANT) Domecq, Raymond DBA Rodeo Cold and DBA Rodeo Cold Marketing Services INDIVIDUAL UNITED STATES 3913 Gatesville Avenue Modesto CALIFORNIA 95357

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record PETER H SMITH

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Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator DEAD

Cancellation Date January 8, 2005

TESS	SEARCH	REGISTER	RENEWAL	STATUS	MARKING	COMPLAINT	USPTO
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