

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jackie Resch		02/24/2014	INDIVIDUAL:

## RECEIVING PARTY DATA

<b>Name:</b>	Rodeo Cold, LLC
<b>Street Address:</b>	1318 W MEDINAH CT
<b>City:</b>	Anthem
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85086
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARIZONA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Serial Number:</b>	86160836	RODEO COLD RODEO-RITA
<b>Registration Number:</b>	4155637	RODEO COLD

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Email:** froberg@roar.la  
**Correspondent Name:** Jay Froberg  
**Address Line 1:** 9701 Wilshire Blvd  
**Address Line 4:** Beverly Hills, CALIFORNIA 90212

<b>NAME OF SUBMITTER:</b>	Jay Froberg
<b>SIGNATURE:</b>	/Jay Froberg/
<b>DATE SIGNED:</b>	08/04/2014

## Total Attachments: 6

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TRADEMARK

## TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between JACKIE RESCH, an individual ("Resch"), and RODEO COLD, LLC, an Arizona Limited Liability Company, ("Assignee") on February 23, 2014 (the "Effective Date").

WHEREAS, Resch has adopted, used, plans to, or is using the registered and pending trademarks identified as follows:

- (i) **RODEO COLD** (Registration Number: 4,155,637, Registration Date: June 5, 2012, Status as of the Effective Date: Registered) (attached hereto as Exhibit A); and
- (ii) **RODEO COLD RODEO-RITA** (Serial Number: 86,160,836, Filing Date: January 8, 2014, Status as of the Effective Date: Pending) (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;

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 application and registration rights with respect to the Trademarks, all rights to prepare derivative marks, all rights to pursue third parties on behalf of the Trademarks, all goodwill and all other rights) in and to the Trademarks.

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 sole and exclusive owner of the rights, title and interest, including all intellectual property and goodwill rights, in and to the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do not infringe on the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Resch's interest in and to the Trademarks;
- (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 ("RESCH")

Signature

Date

Roden Cold, LLC ("ASSIGNEE")

Signature

By

Its

**Exhibit A**



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# RODEO COLD

<b>Word Mark</b>	RODEO COLD
<b>Goods and Services</b>	IC 032. US 045 046 048. G & S: Beer, ale and lager. FIRST USE: 19960909. FIRST USE IN COMMERCE: 19970926
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	85352060
<b>Filing Date</b>	June 21, 2011
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	December 6, 2011
<b>Registration Number</b>	<b>4155637</b>
<b>Registration Date</b>	June 5, 2012
<b>Owner</b>	(REGISTRANT) Resch, Jackie AKA John C. Resch INDIVIDUAL UNITED STATES 405 Park Ave F-4 Basalt COLORADO 81621
<b>Prior Registrations</b>	2068069
<b>Disclaimer</b>	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "COLD" APART FROM THE MARK AS SHOWN
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

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**Exhibit B**



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# Rodeo Cold Rodeo-Rita

**Word Mark** RODEO COLD RODEO-RITA  
**Goods and Services** IC 025. US 022 039. G & S: Bandanas; Belts; Bottoms; Hats; Jackets; Tops; Wristbands  
 IC 032. US 045 046 048. G & S: Flavored beers  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** **86160836**  
**Filing Date** January 8, 2014  
**Current Basis** 1B  
**Original Filing Basis** 1B  
**Owner** (APPLICANT) Jackie Resch INDIVIDUAL UNITED STATES 405 PARK AVE UNIT F-4 basalt COLORADO 81621  
**Prior Registrations** 2068069;4155637  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "COLD AND RITA" APART FROM THE MARK AS SHOWN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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