

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DISTINCTIVE BRANDS, INC.		07/06/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WEAVER MEATS, INC.		
Street Address:	380 Fountain Avenue		
City:	Painesville		
State/Country:	OHIO		
Postal Code:	44077		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3034243	WILD RIDE TENDER BEEF JERKY	
Registration Number:	3553154	WILD RIDE COWBOY STRIPS	
CORRESPONDENCE DATA			
Fax Number:	2166214072		
<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>			
Phone:	216-621-2234		
Email:	jwolfe@tarolli.com		
Correspondent Name:	John R. Hlavka		
Address Line 1:	1300 EAST NINTH STREET		
Address Line 2:	Suite 1700		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	WW-192086 US PRI		
NAME OF SUBMITTER:	John R. Hlavka		
SIGNATURE:	/John R. Hlavka/		
DATE SIGNED:	08/25/2015		
Total Attachments: 2			
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OP \$65.00 3034243

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this *Agreement*) is made and entered into as of 12:00AM April 9, 2015 (*Effective Time*), by and among David V. Wadsworth (the *Trustee*) and Weaver Meats, Inc.

1. **Premises.**

a. The Trustee is the duly appointed trustee of the chapter 7 bankruptcy estate (the *Estate*) of Distinctive Brands, Inc. (*Debtor*), United States Bankruptcy Court for the District of Colorado Case No. 13-17780-MER.

b. As of the Debtor's petition date, the Debtor owned two trademarks (the *Trademarks*): "Wild Ride Cowboy Strips" (US Trademark Registration No. 3553154, Serial No. 77401457); and "Wild Ride Tender Beef Jerky" (US Trademark Registration No. 3034243, Serial No. 78319200).

c. The assignment under this Agreement is effected pursuant to the April 8, 2015 "Order Approving Report of Sale, Approving Sale of Intellectual Property and Membership Interest to Weaver Meats, Inc. and Approving Weaver Meats, Inc. as Prevailing Bidder" (the *Order*) of the Bankruptcy Court in the Debtor's bankruptcy case.

2. **Assignment.** The Trustee, effective as of the Effective Time, and for full and adequate consideration as set forth in the Order, irrevocably assigns to Weaver Meats, Inc. all of the Trustee's right, 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 the Trademarks.

3. **Receipt.** Weaver Meats, Inc. hereby acknowledges receipt of the Trademarks assigned under Section 2.

4. **Miscellaneous.** (a) This Agreement is and shall be binding upon the parties and their respective heirs, personal representatives, successors and assigns. (b) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. (c) If any provision of this Agreement is declared by a court to be illegal, invalid or unenforceable, the balance of the provisions of this Agreement shall remain binding and enforceable. (d) This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties in respect of the subject matter contained in this Agreement. (e) This Agreement may be signed in multiple counterparts (or with detachable signature pages). Each counterpart will be considered an original instrument, but all of them in the aggregate will constitute one agreement. (f) A facsimile or pdf transmitted copy of this instrument executed by a party shall be accepted as an original signature.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Time, notwithstanding the actual date or dates of execution.

TRUSTEE:



David V. Wadsworth, as Trustee of the Bankruptcy
Estate of Distinctive Brands, Inc.

Date: 7-6, 2015

WEAVER MEATS, INC., an Ohio corporation:

By: 

Michael Weaver, Its: _____

Date: 8-30-15, 2015