

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIDRAN, LLC		07/29/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	WYOMING WEST DESIGNS II, INC.		
Street Address:	101352 US Highway 89		
City:	Thayne		
State/Country:	WYOMING		
Postal Code:	83127		
Entity Type:	Close Corporation: WYOMING		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2031268	COWBOY UP	
Registration Number:	2613580	COWBOY UP	
Registration Number:	2622504	COWBOY UP	
Registration Number:	3783092	COWBOY UP	
Registration Number:	3851907	COWBOY UP	
Registration Number:	3455083	COWBOY UP	
Registration Number:	3697353	COWBOY UP	
Registration Number:	3494465	COWBOY UP	
Registration Number:	3080009	COWBOY UP	
Registration Number:	2735985	COWGIRL UP	
Registration Number:	3589501	COWGIRL UP	
Registration Number:	3697355	COWGIRL UP	
Registration Number:	3697357	COWGIRL UP	
Registration Number:	3455084	COWGIRL UP	
Registration Number:	3494470	COWGIRL UP	
Registration Number:	3697356	COWGIRL UP	
Registration Number:	3494469	COWGIRL UP	
Registration Number:	3596940	COWGIRL UP	
Registration Number:	3494468	COWGIRL UP	
TRADEMARK			

OP \$590.00 2031268

Property Type	Number	Word Mark
Registration Number:	3157734	COWBOY UP WITH CONSERVATION IT CAN SAVE
Registration Number:	3494466	COWBOY UP
Registration Number:	3494467	COWBOY UP
Registration Number:	3589500	COWBOY UP

CORRESPONDENCE DATA

Fax Number: 3036239222

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: (303) 623-9000

Email: MMeyer@LRRRC.com

Correspondent Name: Mark A. Meyer

Address Line 1: Lewis Roca Rothgerber Christie LLP

Address Line 2: 1200 Seventeenth Street, Suite 3000

Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Mark A. Meyer
SIGNATURE:	/Mark A. Meyer/
DATE SIGNED:	09/26/2016

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is dated as of July 29, 2016, by and between SIDRAN, LLC, a Texas limited liability company (the "Debtor"), and WYOMING WEST DESIGNS II, INC., a Wyoming Close Corporation (the "Secured Party").

The Debtor and the Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Promissory Note. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement, or if not defined therein, in the Promissory Note.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Obligations" means:

a. All obligations, liabilities and indebtedness (present and future, matured or otherwise) of Debtor from time to time under the Promissory Note; and

b. Any principal, interest, charges or expenses under the Promissory Note, and any costs and expenses (including without limitation any attorneys' fees and costs) incurred in the preservation of any security under the Promissory Note, and any costs and expenses (including without limitation any attorneys' fees and costs) incurred in the enforcement and/or collection of any amounts due and owing under the Promissory Note.

"Promissory Note" means that certain Promissory Note, dated as of the date hereof, with Debtor, as the Maker thereunder, and the Secured Party, as the Holder thereunder, in the original principal amount of \$1,199,955.

"Purchase Agreement" means that certain Purchase and Sale Agreement, dated as of the date hereof, pursuant to which the Debtor purchased from Secured Party certain assets in connection with the business of offering clothing and accessories to men, women and children under such labels as "COWBOY UP" and "COWGIRL UP" (the "Business").

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Wyoming.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.”

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the prompt and complete payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in, and a mortgage upon, all of Debtor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all of its trademarks, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (“Trademarks”) that are set forth on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the Business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged. In addition, Debtor and Secured Party acknowledge that Secured Party owns additional trademark registrations that are not included in the Trademarks set forth on Schedule A hereto and thus are not a part of the Collateral under this Agreement.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the Purchase Agreement, the Promissory Note or other security

documents referred to therein. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in, the Purchase Agreement, the Promissory Note or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to the Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks that are the same as or similar to the Trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes the Secured Party to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all the Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, the Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except with the prior written consent of the Secured Party.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Wyoming, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Wyoming.

SECTION 9. Entire Agreement; Amendment. This Agreement, the Purchase Agreement and the Promissory Note, together with Schedule A hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Purchase Agreement or the Promissory Note, the terms and provisions of the Purchase Agreement or the Promissory Note shall control.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party (at the Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

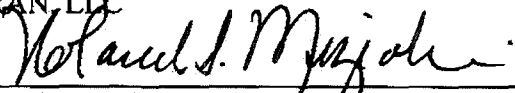
SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

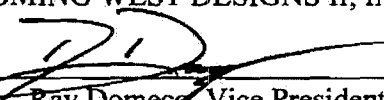
DEBTOR:

SIDRAN, LLC

By: 
Roland S. Mizrahi, Managing Member

SECURED PARTY:

WYOMING WEST DESIGNS II, INC.

By: 
Ray Domeca, Vice President

RSM
ED

SCHEDULE A
TO THE TRADEMARK SECURITY AGREEMENT

US Trademark Registrations/Applications

MARK	SERIAL NUMBER	Application/Registration Number	REGIS. DATE	OWNER INFORMATION
COWBOY UP	75/975560	2,031,268	January 14, 1997	Sidran, LLC
COWBOY UP	74/539,522	2,613,580	September 3, 2002	Sidran, LLC
COWBOY UP	3469/0503	2,622,504	September 24, 2002	Sidran, LLC
COWBOY UP	76686405	3,783,092	May 4, 2010	Sidran, LLC
COWBOY UP	76686407	3,851,907	September 28, 2010	Sidran, LLC
COWBOY UP	77236283	3,455,083	June 24, 2008	Sidran, LLC
COWBOY UP	76686406	3,697,353	October 20, 2009	Sidran, LLC
COWBOY UP	76686401	3,494,465	September 2, 2008	Sidran, LLC
COWBOY UP	76093524	3,080,009	April 11, 2006	Sidran, LLC
COWGIRL UP	76331317	2,735,985	July 15, 2003	Sidran, LLC
COWGIRL UP	76686416	3,589,501	March 17, 2009	Sidran, LLC
COWGIRL UP	76686414	3,697,355	October 20, 2009	Sidran, LLC
COWGIRL UP	76686417	3,697,357	October 20, 2009	Sidran, LLC
COWGIRL UP	77236295	3,455,084	June 24, 2008	Sidran, LLC
COWGIRL UP	76686419	3,494,470	September 2, 2008	Sidran, LLC
COWGIRL UP	76686415	3,697,356	October 20, 2009	Sidran, LLC

MARK	SERIAL NUMBER	Application/Registration Number	REGIS. DATE	OWNER INFORMATION
COWGIRL UP	76686412	3,494,469	September 2, 2008	Sidran, LLC
COWGIRL UP	76686411	3,596,940	March 31, 2009	Sidran, LLC
COWGIRL UP	76686410	3,494,468	September 2, 2008	Sidran, LLC
COWBOY UP WITH CONSERVATION IT CAN SAVE YOUR GRASS (and logo)	78736638	3,157,734	October 17, 2006.	Sidran, LLC
COWBOY UP	76686403	3,494,466	September 2, 2008	Sidran, LLC
COWBOY UP	76686409	3,494,467	September 2, 2008.	Sidran, LLC
COWBOY UP	76686402	3,589,500	March 17, 2009	Sidran, LLC