

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401793

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Luskey's Western Stores, L.P.		10/10/2016	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cavender Stores, Ltd.		
<b>Street Address:</b>	7820 S. Broadway Ave.		
<b>City:</b>	Tyler		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75703		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3762139	LUSKEY'S	
<b>Registration Number:</b>	3762140	LUSKEY'S	
<b>Registration Number:</b>	3762141	LUSKEY'S	
<b>Registration Number:</b>	3891723	RYON'S	
<b>Registration Number:</b>	3880426	RYON'S	
<b>Registration Number:</b>	3884703	RYON'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	903-597-8311		
<b>Email:</b>	patrickbell@potterminton.com		
<b>Correspondent Name:</b>	Patrick Bell		
<b>Address Line 1:</b>	110 N. College		
<b>Address Line 2:</b>	500 Plaza Tower		
<b>Address Line 4:</b>	Tyler, TEXAS 75702		
<b>NAME OF SUBMITTER:</b>	Patrick Bell, Attorney for Assignee		
<b>SIGNATURE:</b>	/Patrick Bell/		
<b>DATE SIGNED:</b>	10/13/2016		

OP \$165.00 3762139

**Total Attachments: 4**

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## BILL OF SALE AND GENERAL ASSIGNMENT

**THIS BILL OF SALE AND GENERAL ASSIGNMENT** (the “**Bill of Sale**”) is delivered by LUSKEY’S WESTERN STORES, L.P., a Texas limited partnership (the “**Seller**”), in favor of CAVENDER STORES, LTD., a Texas limited partnership (the “**Buyer**”), whose address is 7820 South Broadway, Tyler, Texas 75703.

This Bill of Sale is executed and delivered pursuant to that certain Asset Purchase Agreement dated effective September 26, 2016 by and between Seller and Buyer (the “**Purchase Agreement**”), concerning certain assets used in Seller’s “**Business**,” as that term is defined in the Purchase Agreement. **Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.**

### **KNOW ALL MEN BY THESE PRESENTS:**

1. CONVEYANCE. Pursuant to the Purchase Agreement and in consideration of the receipt of Ten Dollars (\$10.00) in hand paid by the Buyer to the Seller, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, transfers, sets over and assigns to the Buyer, its successors and assigns, all of the Purchased Assets, **including, without limitation, all of the registered trademarks listed on Exhibit A attached hereto, and the marks shown on Exhibit B attached hereto**, but excluding the Excluded Assets.

2. WARRANTY OF TITLE. The Seller warrants that it possesses title to the Purchased Assets, free and clear of any and all liens whatsoever, and Seller covenants and agrees to defend title in the Buyer, free of liens and security interests; but subject to property taxes for the year 2016, which by acceptance of this Bill of Sale, Buyer agrees to pay when due and before delinquent.

3. GOVERNING LAW. This Bill of Sale shall be governed by and construed under and in accordance with the laws of the State of Texas.

4. BINDING EFFECT. The terms, covenants and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

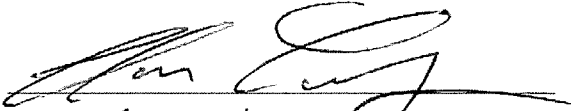
5. EFFECTIVE DATE. This Bill of Sale shall be effective as of October 10, 2016 (the “**Effective Date**”).

*[End of Page – Signature Page and Exhibit Follows]*

SIGNATURE PAGE TO BILL OF SALE

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be signed as of the Effective Date.

LUSKEY'S WESTERN STORES, L.P., a Texas limited partnership, acting by and through its general partner, Luskey's of Texas, L.L.C., a Texas limited liability company

By: 

Name: ALAN LUSKEY

Title: GENERAL PARTNER

**EXHIBIT A TO BILL OF SALE**

*[Insert list of Registered Trademarks]*

US Serial Number	US Registration Number	Registration Date
77530941	3762139	March 23, 2010
77530967	3762140	March 23, 2010
77530996	3762141	March 23, 2010
77531007	3891723	December 21, 2010
77530981	3880426	November 23, 2010
77530951	3884703	December 7, 2010

EXHIBIT B TO BILL OF SALE

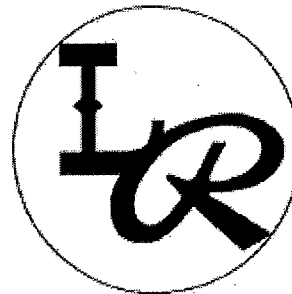


ORIGINAL LOGO-USED IN MOST MERCHANDISE THROUGH THE LATE '60's. (THE RYON'S WAS RECENTLY ADDED) THIS LOGO HAS NOT BEN USED SINCE THE '60's.



CHANGED TO THIS IN THE LATE 60'S AND USED THRU THE EARLY '80'S.

CURRENT LOGO'S USED TODAY. RYON'S ADDED IN 1982.



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