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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

12/20/2017
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ETAS ID: TM455281

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rod Patrick, Inc.		08/01/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Miller Brands LLC		
Street Address:	Quantum Metro Center		
Internal Address:	120 Chardon Avenue, Apt. 2401 S		
City:	San Juan		
State/Country:	PUERTO RICO		
Postal Code:	00918		
Entity Type:	Corporation: PUERTO RICO Limited Liability Company: Puerto Rico		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85547649	IF YOU CAN'T OUT ROPE 'EM, OUT DRESS 'EM	
Serial Number:	85313291	JOHNNY RINGO	
Serial Number:	85186462	ROD PATRICK BOOTMAKERS	
CORRESPONDENCE DATA			
Fax Number:	3038630223		
<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:	303-863-9700		
Email:	sstavish@sheridanross.com		
Correspondent Name:	Sabrina C. Stavish		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	6746-128		
NAME OF SUBMITTER:	Sabrina J. Rideout		
SIGNATURE:	/Sabrina J. Rideout/		
DATE SIGNED:	12/20/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of August 1, 2017, is made by ROD PATRICK, INC. (“**Assignor**”), a Texas corporation, located at 1830 Ranger Highway, Weatherford, TX 76088, in favor of MILLER BRANDS LLC (“**Assignee**”), a limited liability company organized under the laws of the Commonwealth of Puerto Rico, located at Quantum Metro Center, 120 Chardon Avenue, Apt. 2401 S, San Juan, Puerto Rico 00918.

WHEREAS, under the terms of the Asset Purchase Agreement dated August 1, 2017 (the “**Asset Purchase Agreement**”), Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal, state and foreign government authorities including, but not limited to, the US Patent and Trademark Office (“**USPTO**”).

WHEREAS, Assignee wishes to purchase and Assignor wishes to sell to Assignee, certain trademarks and other intellectual property described herein, pursuant to the Asset Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following trademarks (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

a. the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, only with respect to United States intent-to-use trademark applications, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignor’s business, or portion of the business to which such trademarks pertain, and that business is ongoing and existing;

b. registrations of the internet domain names set forth on Schedule 2 hereto, whether or not incorporating Assignor’s trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

c. the trade names filed by Assignor in the jurisdiction specified in Schedule 3 hereto;

d. all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, including those listed on Schedule 5 in the Asset Purchase Agreement (“**Licenses**”);

e. any and all royalties, fees, income, payments and other proceeds now or

hereafter due or payable with respect to any and all of the foregoing;

f. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

g. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars. Assignor shall also cooperate with Assignee in transferring Assignor's trade names set forth on Schedule 4 hereto in a timely manner.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

a. All required filings and fees related to the trademark registrations and applications listed on Schedule 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

b. Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

c. Assignor has provided Assignee with true and complete copies of all Licenses related to the Assigned Trademarks. All such Licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties

are in full compliance with the terms and conditions of such Licenses.

d. To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Assigned Trademarks.

4. Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations hereunder.

5. Disclaimers. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. General.

a. Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

b. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c. Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

d. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

SCHEDULE 1 – ASSIGNED TRADEMARKS

Name	Country	Reference # Client Ref #	Filed Date	Application No.	Reg. Date	Reg. #	Status	Classes
IF YOU CAN'T OUT ROPE 'EM, OUT DRESS 'EM	United States	6746RP-4-1	2/20/2012	85/547,649	9/18/2012	4,209,948	Registered	025
JOHNNY RINGO	Mexico	6746RP-1-MX	2/25/2014	1460469	5/19/2014	1455549	Registered	025
	United States	6746RP-1	5/5/2011	85/313,291	7/3/2012	4,166,662	Registered	025
ROD PATRICK BOOTMAKERS	Mexico	6746RP-3-MX	3/10/2014	1465183	3/10/2015	1520637	Registered	025
	Mexico	6746RP-4-MX	3/10/2014	1465182	3/10/2015	1520636	Registered	025
	United States	6746RP-3	11/29/2010	85/186,462	4/24/2012	4,130,504	Registered	025
ROD PATRICK	Mexico	6746RP-10-MX	5/31/2013	1391746	8/21/2013	1391746	Registered	25
UGLY KRACOMUKERS & Design ¹	United States	6746UK-5	1/19/2014	86/169,487	2/24/2015	4,693,346	Registered	025
UGLY KRÃ COMUKERS ¹	European Union	EU 6746UK-7-CTM	7/17/2014	013093001	12/10/2014	013093001	Registered	18, 025

1 - Owned by Ugly Kracomukers, LLC, a wholly owned subsidiary of Rod Patrick, Inc.

SCHEDULE 2 – ASSIGNED DOMAIN NAMES

johnnyringboots.com
jringboots.com
rodpatrick.com
rodpatrickbootmakers.com
rodpatrickbootmakers.net
rodpatrickboots.com

SCHEDULE 3 – ASSIGNED TRADE NAMES

Colorado:

Name	ID number	Document no.
Johnny Ringo	20121141614	20121141614
Rod Patrick Inc.	20121141620	20121141620
Rod Patrick Bootmakers	20141110431	20141110431

Texas assumed names:

Name	Expiration Date
Rod Patrick Bootmakers	February 21, 2024
Johnny Ringo	October 16, 2019