# 5026116

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM496371

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kevin A. Lahey		01/01/2018	INDIVIDUAL: UNITED STATES
Miller International, Inc.		01/01/2018	Corporation: COLORADO

### **RECEIVING PARTY DATA**

Name:	Cinch Rodeo LLC
Street Address:	8500 Zuni Street
City:	Federal Heights
State/Country:	COLORADO
Postal Code:	80260
Entity Type:	Limited Liability Company: COLORADO

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	5026116	WORLD'S TOUGHEST RODEO
Registration Number:	2244110	WORLD'S TOUGHEST BULLS AND BRONCS
Registration Number:	2170682	BULLS AND BRONCS
Registration Number:	1886386	WTR

### **CORRESPONDENCE DATA**

Fax Number: 3038630223

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: 303-863-9700

sstavish@sheridanross.com Email:

**Correspondent Name:** Sabrina C. Stavish, Sheridan Ross P.C.

Address Line 1: 1560 Broadway, Suite 1200 Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	6746CR-2
NAME OF SUBMITTER:	Sabrina Stavish
SIGNATURE:	/Sabrina Stavish/
DATE SIGNED:	11/01/2018

**Total Attachments: 4** 

**TRADEMARK** REEL: 006503 FRAME: 0302 source=Assignment Agreement to Cinch Rodeo LLC 1-1-2018#page1.tif source=Assignment Agreement to Cinch Rodeo LLC 1-1-2018#page2.tif source=Assignment Agreement to Cinch Rodeo LLC 1-1-2018#page3.tif source=Assignment Agreement to Cinch Rodeo LLC 1-1-2018#page4.tif

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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 1, 2018, is made by Kevin A. Lahey, an individual residing in Maquoketa, IA and Miller International, Inc., a Colorado corporation, with a principal address of 8500 Zuni Street, Federal Heights, CO 80260-5007, jointly ("Assignors"), in favor of Cinch Rodeo LLC, a Colorado limited liability company, with a principal address of 8500 Zuni Street, Federal Heights, CO 80260-5007 ("Assignee").

WHEREAS, under the terms of the Asset Purchase Agreement between Assignors and Assignee, dated and effective January 1, 2018 (the "Asset Purchase Agreement"), Assignors have jointly conveyed, transferred and assigned to Assignee, certain intellectual property of Sellers, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

## NOW THEREFORE, Assignee agrees as follows:

- 1. <u>Assignment</u>. In consideration of the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignees, jointly, and Assignees hereby accept, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- a. the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- b. all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- c. 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; and
- d. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

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- 2. Recordation and Further Actions. Assignors authorize the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignors shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. 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.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

IN WITNESS WHEREOF, Assignors have duly executed and delivered this Trademark Assignment as of the date first above written.

**ASSIGNORS:** 

KEVIN A. LACEY

Kevin A. Lahey

6044 Hurstville Road Maquokota, IA 52060 MILLER INTERNATIONAL, INC.

David A Dean

Chief Executive Officer

[signatures continue on following page]

AGREED TO AND ACCEPTED BY ASSIGNEE:

CINCH RODEO, LLC

Patrick W. Hurley

Chief Financial Officer

Schedule 1
Assigned Trademark Registrations and Applications

Serial Number	Reg. Number	Word Mark
86867685	5026116	World's Toughest Rodeo
75085053	2244110	World's Toughest Bulls and Brones
75082324	2170682	Bulls and Broncs
74510170	1886386	WTR

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