

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cavender Stores, Ltd.		11/05/2019	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Cavender Investment Properties, Ltd.		
Street Address:	7820 South Broadway		
City:	Tyler		
State/Country:	TEXAS		
Postal Code:	75703		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3762139	LUSKEY'S	
Registration Number:	3762140	LUSKEY'S	
Registration Number:	3762141	LUSKEY'S	
CORRESPONDENCE DATA			
Fax Number:			
<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:	214-969-1700		
Email:	GREG.MCCORMACK@TKLAW.COM		
Correspondent Name:	Thompson & Knight LLP		
Address Line 1:	1722 Routh Street		
Address Line 2:	Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	008609.6		
NAME OF SUBMITTER:	Greg McCormack		
SIGNATURE:	/Greg McCormack/		
DATE SIGNED:	11/06/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”), effective as of November 5, 2019 (the “Effective Date”), is made by and between Cavender Stores, Ltd. (“Assignor”), and Cavender Investment Properties, Ltd. (“Assignee”).

WHEREAS, Assignor owns and uses the trademarks identified on Schedule A attached hereto (the “Marks”);

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Marks and Assignor desires to so transfer any such right, title and interest.

NOW THEREFORE, the parties agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, and assigns to Assignee all of Assignor’s rights in and to the Marks including any registrations thereof, the goodwill of the business symbolized thereby, and the right to sue for and recover damages and profits for past, present, or future infringement thereof.

2. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee.

3. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas, without giving effect to any choice or conflict of law provision or rule.

4. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement may be executed in multiple counterparts with the same effect as if all parties had executed the same original, and all such counterparts, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

Assignor

Cavender Stores, Ltd.

By: J. R. Thomas

Name: JAMES R THOMAS

Title: CEO

Dated: 11/5/2019

Assignee

Cavender Investment Properties, Ltd.

By: Mike A. Cavender

Name: MIKE A. CAVENDER

Title: PRESIDENT

Dated: 11/5/2019

**Schedule A
Mark**

Trademark Registrations:

Country	Mark	Reg. No.
United States	LUSKEY'S in Class 18	3,762,139
United States	LUSKEY'S in Class 25	3,762,140
United States	LUSKEY'S in Class 35	3,762,141

SCHEDULE A TO
TRADEMARK ASSIGNMENT AGREEMENT

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RECORDED: 11/06/2019

**TRADEMARK
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