

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM676012

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Miller International, Inc.		06/07/2021	Corporation: COLORADO
Miller Brands LLC		06/07/2021	Limited Liability Company: PUERTO RICO

## RECEIVING PARTY DATA

<b>Name:</b>	Citywide Banks
<b>Street Address:</b>	1800 Larimer St., Suite 200
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202
<b>Entity Type:</b>	Corporation: COLORADO

## PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	2691182	CINCH
Registration Number:	3279259	CINCH
Registration Number:	4846970	CINCH ARENAFLEX
Registration Number:	3601176	CINCH BRONZE LABEL / SLIM FIT HIGH QUALI
Registration Number:	3729109	CINCH BRONZE LABEL
Registration Number:	3254325	CINCH CLASSIC
Registration Number:	4211517	CE
Registration Number:	3601178	CINCH GREEN LABEL / ORIGINAL FIT HIGH QU
Registration Number:	3729107	CINCH GREEN LABEL
Registration Number:	6234627	CINCH JESSE
Registration Number:	4960655	CINCH OUTDOOR
Registration Number:	5091520	CINCH RODEO
Registration Number:	5289172	CINCH RODEO
Registration Number:	5511176	CINCH
Registration Number:	4210061	
Registration Number:	4610092	CINCH TO WIN
Registration Number:	3431885	CINCH TOWN
Registration Number:	3601177	CINCH WHITE LABEL / RELAXED FIT HIGH QUA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3729108	CINCH WHITE LABEL
Registration Number:	5987264	CINCH WORLD'S TOUGHEST RODEO
Registration Number:	4731846	CINCH WRX
Registration Number:	4258182	CINCH
Registration Number:	3331971	CINCH
Registration Number:	3327192	CINCH
Registration Number:	2103956	CINCH
Registration Number:	4668796	CINCH
Registration Number:	4832226	CINCHTV
Registration Number:	6283295	CNCH
Registration Number:	2229609	CRUEL GIRL
Registration Number:	5840088	GOLD BUCKLE BREWING COMPANY
Registration Number:	5813813	GOLD BUCKLE
Registration Number:	4062217	
Registration Number:	4663772	KIMES RANCH
Registration Number:	4328670	MILLER RANCH
Registration Number:	3786169	MILLER RANCH
Registration Number:	4096450	MILLER RANCH
Registration Number:	4425834	MILLER STOCKMAN
Registration Number:	3756137	MR
Registration Number:	4080372	MR
Registration Number:	1905721	ROCKY MOUNTAIN CLOTHING CO
Registration Number:	4130504	ROD PATRICK BOOTMAKERS
Serial Number:	88348382	CINCH RODEO TRACKER
Serial Number:	90615839	CRAZY BRONC
Serial Number:	88269889	GO FOR THE BUCKLE. GOLD BUCKLE BEER.
Serial Number:	88584163	GO FOR THE BUCKLE. GOLD BUCKLE BEER.
Serial Number:	88269894	GO FOR THE BUCKLE
Serial Number:	88571346	GO FOR THE BUCKLE
Serial Number:	88569714	GOLD BUCKLE AMBER
Serial Number:	88671268	GOLD BUCKLE BEER
Serial Number:	88897757	GOLD BUCKLE HERO
Serial Number:	88569718	GOLD BUCKLE IPA
Serial Number:	88568291	GOLD BUCKLE LAGER
Serial Number:	88568309	GOLD BUCKLE LIGHT
Serial Number:	88569571	GOLD BUCKLE PALE ALE
Serial Number:	90282368	GOLD BUCKLE RODEO COFFEE
Serial Number:	88644238	GOLD BUCKLE SUPERLIGHT

Property Type	Number	Word Mark
Serial Number:	88722161	GOLD BUCKLE
Serial Number:	88835667	GOLD BUCKLE

**CORRESPONDENCE DATA**

**Fax Number:** 3146215065

*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:** 3146215070

**Email:** iptm@armstrongteasdale.com

**Correspondent Name:** Courtney Jackson

**Address Line 1:** 7700 Forsyth Blvd., Ste. 1800

**Address Line 4:** St. Louis, MISSOURI 63105

<b>ATTORNEY DOCKET NUMBER:</b>	29774-11
<b>NAME OF SUBMITTER:</b>	Courtney Jackson
<b>SIGNATURE:</b>	/Courtney Jackson/
<b>DATE SIGNED:</b>	09/22/2021

**Total Attachments: 14**

- source=Miller Int'l - Patent and Trademark 21SEP2021#page1.tif
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- source=Miller Int'l - Patent and Trademark 21SEP2021#page6.tif
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- source=Miller Int'l - Patent and Trademark 21SEP2021#page14.tif

**PATENT AND TRADEMARK SECURITY AGREEMENT**  
**(Citywide Banks Loan Number: 512216303)**

This Patent and Trademark Security Agreement (this "Agreement"), dated as of June 7, 2021, is made by and among **MILLER INTERNATIONAL, INC.**, a Colorado corporation and **MILLER BRANDS LLC**, a Puerto Rico limited liability company, having a business address of 8500 Zuni Street, Denver, Colorado 80206 (collectively, as "Borrower"), and **CITYWIDE BANKS**, together with its affiliates, successors and assigns ("Lender"), having a business address of 1800 Larimer St., Suite 200, Denver, Colorado 80202.

**Recitals**

Borrower, and certain affiliates of Borrower, and Lender are parties to a Credit Agreement (as amended, modified, supplemented or restated from time to time, the "Credit Agreement") of even date herewith, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. **Security Interest.** Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) Existence; Authority. Borrower is duly organized and validly existing, and this Agreement has been duly authorized by all necessary action on the part of Borrower.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by Borrower as of the date hereof, or to which Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Borrower shall within thirty (30) days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrower's or any Affiliate's business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Borrower; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. Borrower has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Borrower (i) will have, at the time Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) No Sale. Except as permitted in the Credit Agreement, Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

(g) Defense. Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) Maintenance. Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance

fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Borrower covenants that, subject to the exercise of its reasonable business judgment, it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, except that Borrower may permit any Patent or Trademark to lapse if it has reasonably determined that such Patent or Trademark is no longer useful in its business.

(i) Lender's Right to Take Action. If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if Borrower notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under Section 3(i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(k) Power of Attorney. To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

- (a) Lender may exercise any or all remedies available under the Loan Documents.
- (b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
- (c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Governing Law. This Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Colorado.

8. Severability of Invalid Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

9. Duplicate Originals; Counterpart Execution. This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Each of such counterparts shall be an original, but all counterparts together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. Borrower shall promptly send its original of each counterpart to Lender, but Borrower's failure to do so shall not affect the validity, enforceability, and binding effect of this Agreement. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

10. WAIVER OF JURY TRIAL. **EACH OF BORROWER AND LENDER HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

11. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. No course of dealing or delay or failure to assert any Event of Default shall constitute a waiver of that Event of Default or of any prior or subsequent Event of Default. All rights and remedies of Lender are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that Lender may have, whether specifically granted herein or hereafter existing at law,

in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient in its sole discretion. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Borrower shall have the same force and effect as the original for all purposes of a financing statement. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

*[The remainder of this page intentionally left blank.]*



IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

**"BORROWER"**

**MILLER INTERNATIONAL, INC.,**  
a Colorado corporation

By: *Angela Jackson*  
Name: Angela Jackson  
Title: Authorized Representative

**MILLER BRANDS LLC,**  
a Puerto Rico limited liability company

By: *Angela Jackson*  
Name: Angela Jackson  
Title: Authorized Representative

STATE OF *Colorado* )  
 )  
COUNTY OF *Denver* )

The foregoing instrument was acknowledged before me this *7<sup>th</sup>* day of June, 2021, by Angela Jackson, the Authorized Representative of each of Miller International, Inc., a Colorado corporation and Miller Brands LLC, a Puerto Rico limited liability company, on behalf of such corporation.

*Amy K Thompson*  
Notary Public

AMY K THOMPSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20094023753  
MY COMMISSION EXPIRES JULY 27, 2025

"LENDER"

CITYWIDE BANKS

By: [Signature]  
Name: Reggie Fink  
Title: SVP - Commercial Banking

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of June, 2021, by Reggie Fink, SVP - Commercial Banking of Citywide Banks, on behalf of such bank.

[Signature]  
Notary Public

AMY K THOMPSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20094023753  
MY COMMISSION EXPIRES JULY 27, 2025

**EXHIBIT A**

**UNITED STATES ISSUED PATENTS**

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE		

**UNITED STATES PATENT APPLICATIONS**

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

**FOREIGN ISSUED PATENTS**

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE			

**FOREIGN PATENT APPLICATIONS**

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

Exh. A

**EXHIBIT B****UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS****REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
CINCH (And Rider Design w/Leaves in Box)	2,691,182	02/25/2003
CINCH (And Rider Design)	3,279,259	08/14/2007
CINCH ARENAFLEX	4,846,970	11/03/2015
CINCH BRONZE LABEL / SLIM FIT HIGH QUALITY DENIM JEANS CINCH CINCHJEANS.COM FITTED HIP, THIGH & KNEE ORIGINAL RISE WITH A FITTED WAIST SLIGHTLY TAPERED LEG (And Design)	3,601,176	04/07/2009
CINCH BRONZE LABEL	3,729,109	12/22/2009
CINCH CLASSIC	3,254,325	06/19/2007
CINCH EDGE Logo	4,211,517	09/18/2012
CINCH GREEN LABEL / ORIGINAL FIT HIGH QUALITY DENIM JEANS CINCH CINCHJEANS.COM FITTED WAIST & HIP, ORIGINAL RISE RELAXED THIGH AND KNEE SLIGHTLY TAPERED LEG (And Design)	3,601,178	04/07/2009
CINCH GREEN LABEL	3,729,107	12/22/2009
CINCH JESSE	6,234,627	12/29/2020
CINCH OUTDOOR	4,960,655	05/17/2016
CINCH RODEO	5,091,520	11/29/2016
CINCH RODEO	5,289,172	09/19/2017
CINCH Strip Label	5,511,176	07/10/2018
CINCH TECH Logo	4,210,061	09/18/2012
CINCH TO WIN	4,610,092	09/23/2014
CINCH TOWN	3,431,885	05/20/2008
CINCH WHITE LABEL / RELAXED FIT HIGH QUALITY DENIM JEANS CINCH CINCHJEANS.COM RELAXED HIP, THIGH & KNEE MID RISE WITH A RELAXED WAIST STRAIGHT LEG (And Design)	3,601,177	04/07/2009
CINCH WHITE LABEL	3,729,108	12/22/2009
CINCH WORLD'S TOUGHEST RODEO	5,987,264	02/18/2020
CINCH WRX	4,731,846	05/05/2015
CINCH	4,258,182	12/11/2012
CINCH	3,331,971	11/06/2007
CINCH	3,327,192	10/30/2007
CINCH	2,103,956	10/07/1997

**EXHIBIT B (Cont'd)**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
CINCH	4,668,796	01/06/2015
CINCH TV	4,832,226	10/13/2015
CNCH	6,283,295	03/02/2021
CRUEL GIRL	2,229,609	03/02/1999
GOLD BUCKLE BREWING COMPANY	5,840,088	08/20/2019
GOLD BUCKLE	5,813,813	07/23/2019
Horn Design	4,062,217	11/29/2011
KIMES RANCH	4,663,772	12/30/2014
MILLER RANCH	4,328,670	04/30/2013
MILLER RANCH	3,786,169	05/04/2010
MILLER RANCH	4,096,450	02/07/2012
MILLER STOCKMAN	4,425,834	10/29/2013
MR Design	3,756,137	03/02/2010
MR Design	4,080,372	01/03/2012
ROCKY MOUNTAIN CLOTHING CO	1,905,721	07/18/1995
ROD PATRICK BOOTMAKERS	4,130,504	04/24/2012

**APPLICATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
CINCH RODEO TRACKER	88/348,382	03/20/2019
CRAZY BRONC	90615839	03/31/2021
GO FOR THE BUCKLE. GOLD BUCKLE BEER.	88269889	01/21/2019
GO FOR THE BUCKLE. GOLD BUCKLE BEER.	88584163	08/19/2019
GO FOR THE BUCKLE	88269894	01/21/2019
GO FOR THE BUCKLE	88571346	08/08/2019
GOLD BUCKLE AMBER	88569714	08/07/2019
GOLD BUCKLE BEER (And Design)	88671268	10/28/2019
GOLD BUCKLE HERO	88897757	05/01/2020
GOLD BUCKLE IPA	88569718	08/07/2019
GOLD BUCKLE LAGER	88568291	08/06/2019
GOLD BUCKLE LIGHT	88568309	08/06/2019
GOLD BUCKLE PALE ALE	88569571	08/07/2019

**EXHIBIT B (Cont'd)**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**APPLICATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
GOLD BUCKLE RODEO COFFEE	90282368	10/27/2020
GOLD BUCKLE SUPERLIGHT	88644238	10/07/2019
GOLD BUCKLE	88722161	12/10/2019
GOLD BUCKLE	88835667	03/16/2020

**STATE ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**REGISTRATIONS**

<b>Mark</b>	<b>State</b>	<b>Registration No.</b>	<b>Registration Date</b>
KIMES RANCH	Arizona	603244	08/06/2014

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
CINCH TECH Logo	Australia	1201014	02/18/2014
CINCH	Australia	880641	02/16/2006
CNCH	Australia	1343364	02/28/2017
CRUEL GIRL	Australia	880642	02/16/2006
CINCH (And Rider Design w/Leaves)	Brazil	830471910	10/20/2020
CINCH ARENAFLEX	Brazil	908329881	01/19/2021
CINCH RODEO	Brazil	908103050	09/15/2020
CINCH RODEO	Brazil	908103239	03/26/2019
CINCH TECH Logo	Brazil	840804873	10/25/2016
CINCH TO WIN	Brazil	908103190	02/27/2020
CINCH	Brazil	829918493	12/24/2019
CNCH	Brazil	912350636	08/28/2018
CINCH ARENAFLEX	Canada	TMA960852	01/24/2017
CINCH RODEO	Canada	TMA986734	12/13/2017

**EXHIBIT B (Cont'd)****FOREIGN ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS****REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
CINCH TECH Logo	Canada	TMA913889	09/14/2015
CINCH TO WIN	Canada	TMA961133	01/26/2017
CINCH	Canada	TMA526073	03/29/2000
CNCH	Canada	TMA1070574	01/23/2020
CRUEL GIRL	Canada	TMA557482	02/06/2002
ROCKY MOUNTAIN CLOTHING CO	Canada	TMA404219	10/30/1992
CINCH TECH Logo	China	1201014	02/18/2014
CINCH	China	880641	04/17/2008
CINCH WRX	Dominican Republic	211900	06/02/2014
CINCH ARENAFLEX	European Union	013147781	12/30/2014
CINCH RODEO	European Union	013147749	12/30/2014
CINCH TO WIN	European Union	013147665	12/30/2014
CINCH	European Union	880641	02/16/2006
CNCH	European Union	1343364	02/28/2017
CRUEL GIRL	European Union	880642	02/16/2006
CINCH	India	2699893	03/14/2014
CNCH	India	1343364	02/28/2017
CRUEL GIRL	India	2699884	03/14/2014
CINCH	Kenya	880641	04/17/2008
CNCH	Kenya	1343364	02/28/2017
CRUEL GIRL	Kenya	880642	03/11/2008
CINCH (And Rider Design w/Leaves)	Mexico	1517735	02/25/2015
CINCH TECH Logo	Mexico	1201014	02/18/2014
CINC WRX	Mexico	1461971	06/13/2014
CINCH	Mexico	579894	06/29/1998
CRUEL GIRL	Mexico	577773	05/27/1998
Horn Design	Mexico	1453378	01/17/2019
KIMES RANCH	Mexico	1451012	01/17/2019

**EXHIBIT B (Cont'd)****FOREIGN ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS****REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
ROD PATRICK BOOTMAKERS	Mexico	1520637	03/10/2015
ROD PATRICK BOOTMAKERS	Mexico	1520636	03/10/2015
ROD PATRICK	Mexico	1391746	08/21/2013
CINCH	Nicaragua	0900944	06/30/2009
CNCH	Nicaragua	2018124721	10/31/2018
CRUEL GIRL	Nicaragua	0901059	07/22/2009
CINCH	Switzerland	880641	02/16/2006
CNCH	Switzerland	1343364	02/28/2017
CRUEL GIRL	Switzerland	880642	02/16/2006
CINCH ARENAFLEX	United Kingdom	UK00913147781	12/30/2014
CINCH RODEO	United Kingdom	UK00913147749	12/30/2014
CINCH TO WIN	United Kingdom	UK00913147665	12/30/2014
CINCH	United Kingdom	UK0080880641	02/16/2006
CNCH	United Kingdom	UK00801343364	02/28/2017
CRUEL GIRL	United Kingdom	UK0080880642	02/16/2006
CINCH	Vietnam	880641	04/17/2008
CNCH	Vietnam	1343364	02/28/2017
CRUEL GIRL	Vietnam	880642	03/11/2008
CINCH TECH Logo	WIPO	1201014	02/18/2014
CINCH	WIPO	880641	02/16/2006
CNCH	WIPO	1343364	02/28/2017
CRUEL GIRL	WIPO	880642	02/16/2006
Horn Design	WIPO	1453378	01/17/2019
KIMES RANCH	WIPO	1451012	01/17/2019

**APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>
CINCH (And Rider Design w/Leaves)	Argentina	1201730	12/04/2020



**EXHIBIT B (Cont'd)**

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>
CINCH	Argentina	1201726	12/04/2020
CNCH	Argentina	3582939	02/23/2017
Horn Design	Canada	1453378	07/28/2020
Horn Design	Canada	2047163	08/21/2020
KIMES RANCH	Canada	1451012	07/28/2020
KIMES RANCH	Canada	2047162	08/21/2020

**COLLECTIVE MEMBERSHIP MARKS**

NONE