

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM701362

<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>
PFI Western Stores, Inc.		10/25/2021	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cavender Out of State Stores, Ltd.		
<b>Street Address:</b>	7820 South Broadway		
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4251909	BOOTDADDY	
<b>Registration Number:</b>	5880024	BOOTDADDY	
<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>	214-969-1700		
<b>Email:</b>	usptodallas@hkllaw.com		
<b>Correspondent Name:</b>	Herbert J. Hammond/Holland & Knight LLP		
<b>Address Line 1:</b>	1722 Routh Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Herbert J. Hammond		
<b>SIGNATURE:</b>	/Herbert J. Hammond/		
<b>DATE SIGNED:</b>	01/11/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of October 25, 2021 (the "Effective Date"), is made by and between PFI Western Stores, Inc., a Missouri corporation ("Assignor"), 2816 S. Ingram Mill Rd., Springfield, Missouri 65804 and Cavender Out Of State Stores, Ltd., a Texas limited partnership ("Assignee"), 7820 South Broadway, Tyler, Texas 75703.

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; and

WHEREAS, this Agreement is executed and delivered pursuant to that certain Asset Purchase Agreement dated October 15, 2021, by and between Assignor and Assignee (the "Purchase Agreement").

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 Agreement, 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 Agreement 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 Agreement 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 Missouri, without giving effect to any choice or conflict of law provision or rule.

4. This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is made subject to and is controlled by the terms, conditions and limitations set forth in the Purchase Agreement. Nothing contained in this Agreement shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

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

6. 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.

[Signature page follows]

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

Assignor

PFI Western Stores, Inc., a Missouri corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Assignee

Cavender Out Of State Stores, Ltd., a Texas limited partnership  
Acting by and through its general partner, Cavender Retail, LLC, a Texas limited liability company

By:  \_\_\_\_\_

Name: Mike A. Cavender

Title: Vice President

Dated: October 25 2021

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

Assignor

PFI Western Stores, Inc., a Missouri corporation

By: C. Randy Little  
Name: C. Randy Little  
Dated: 10-25-01

Assignee

Cavender Out Of State Stores, Ltd., a Texas limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Schedule A  
Transferred IP**

**Trademark Registrations:**

<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>
United States	BOOTDADDY (CL. 3, 21, 25 & 33)	4,251,909
United States	BOOTDADDY (CL. 14 & 33)	5,880,024

**Unregistered Trade Names and Trademarks (and all associated logs and designs):**  
BootDaddy; America's Western Store; Living The Real Boot Life Since 1975; Saddle City; and  
BootDaddy Moonshine; PFI Western; PFI Western Stores

**Domain Names:** BootDaddy.com; pfiwestern.com

**Twitter:** @pfiwestern

**Instagram:** #therealbootlife

**Google Play Apps:** BootDaddy

SCHEDULE A TO  
TRADEMARK ASSIGNMENT AGREEMENT