

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stages West, Inc.		10/01/2022	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Ariat International, Inc.		
Street Address:	3242 Whipple Rd.		
City:	Union City		
State/Country:	CALIFORNIA		
Postal Code:	94587		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5763028	STAGES WEST	
Registration Number:	5762525	TRI STAR BOOTS	
Registration Number:	5693746	TRI STAR	
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<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:	9497254043		
Email:	amina@stradlinglaw.com		
Correspondent Name:	Arnold V Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth		
Address Line 2:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	106835-0001		
NAME OF SUBMITTER:	Arnold V. Mina		
SIGNATURE:	/Arnold V. Mina/		
DATE SIGNED:	11/02/2022		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY AND DOMAIN NAME TRANSFER AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY AND DOMAIN NAME TRANSFER AGREEMENT (this “IP Assignment Agreement”), dated as of October 1, 2022, is made by and between Stages West, Inc., a Tennessee corporation (“Assignor”) and Ariat International, Inc., a California corporation (“Assignee” and, together with the Assignor, each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of October 1, 2022 (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”), pursuant to which Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, all of the intangible rights and property of Assignor, including all Intellectual Property in which Assignor has an ownership interest of any nature and which are used or held for use in connection Assignor’s business, and Assignor and Assignee have agreed to execute and deliver this IP Assignment Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office;

WHEREAS, this IP Assignment Agreement is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement; and

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the Parties hereto agree as follows:

AGREEMENT

1. **Definitions.** Capitalized terms used but not otherwise defined in this IP Assignment Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. **Assignment.** Effective as of the Closing, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under the intellectual property acquired under the Purchase Agreement (the “Acquired IP”) including the following, free and clear of all Liens:

(a) the trademark registrations and applications set forth on Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions and renewals thereof (collectively, the “Trademarks”); and

(b) the internet domain names set forth on Schedule 2 hereto (the “Domain Names”).

3. **Recording and Further Actions.** Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials or the applicable domain name registrar to record and register this IP Assignment Agreement upon request by Assignee. Assignor hereby notifies and instructs the applicable domain name registrar to transfer the Domain Names to Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall

take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Acquired IP to Buyer, or any assignee or successor thereto; provided, however, that Assignor shall not be required to incur any expenses or out of pocket costs, all of which shall be at Assignee's expense.

4. Terms of the Purchase Agreement. This IP Assignment Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement, and is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement in all respects. This IP Assignment Agreement shall not replace, substitute, expand, diminish or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

5. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Tennessee.

6. Amendment and Modification. This IP Assignment Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

7. Successors and Assigns. This IP Assignment Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

8. Counterparts; Electronic Signature. This IP Assignment Agreement may be executed and delivered by each Party in separate counterparts (including electronic portable document format (.PDF) or similar format), each of which when so executed and delivered will be deemed an original and all of which taken together will constitute one and the same agreement. This IP Assignment Agreement will become effective when, and only when, each Party delivers a counterpart hereof to each other Party. This IP Assignment Agreement may be executed by .PDF signature, and a .PDF signature will constitute an original signature for all purposes.

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IN WITNESS WHEREOF, the Parties have executed this Assignment of Intellectual Property and Domain Name Transfer Agreement effective as of the date first written above.

ASSIGNOR:

STAGES WEST, INC.,
a Tennessee corporation

By: Stephen Houser
Name: Stephen Houser
Title: President

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Assignment of Intellectual Property and Domain Name Transfer Agreement effective as of the date first written above.

ASSIGNEE:

ARIAT INTERNATIONAL, INC.,
a California corporation

By: Elizabeth Cross
Name: Elizabeth Cross
Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

SCHEDULE 1**TRADEMARKS**

UNITED STATES TRADEMARKS:

Country	Trademark	Description	Reg. No.	Issue Date	Owner
USA	Stages West	IC 025: boots, sandals, moccasins, and shoes; clothing and apparel, namely, shirts, jackets, coats, vests, pants, hats, ties, socks, underwear, dresses, sweaters, skirts, and shorts. IC 035: retail store services featuring boots, sandals, moccasins, shoes, clothing and apparel, namely, shirts, jackets, coats, vests, pants, hats, ties, socks, underwear, dresses, sweaters, skirts, and shorts.	5763028	May 28, 2019	Stages West, Inc.
USA	Tri Star Boots (Logo)	IC 025: Boots	5762525	May 28, 2019	Stages West, Inc.
USA	Tri Star (Word)	IC 025: Boots	5693746	March 5, 2019	Stages West, Inc.

SCHEDULE 2

DOMAIN NAMES

Domain Name	Paid Through Date	Domain Name Registrar
stageswest.com	07/22/2023	mydomain.com