

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A Better Billiards Service LLC		12/09/2022	Limited Liability Company: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Valley-Dynamo, L.P.		
Street Address:	7115 Belton Street		
City:	Richland Hills		
State/Country:	TEXAS		
Postal Code:	76118		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3666222	RIDGEBACK RAILS	
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:	8173498409		
Email:	ryan@lacymalone.com		
Correspondent Name:	Ryan Horner		
Address Line 1:	303 Main Street		
Address Line 2:	Suite 200		
Address Line 4:	Fort Worth, TEXAS 76102		
NAME OF SUBMITTER:	Kerry P. Rhodes		
SIGNATURE:	/KPR/		
DATE SIGNED:	01/04/2023		
Total Attachments: 4			
source=2023.01.03 Assignment of Ridgeback Rails Trademark - signed#page1.tif			
source=2023.01.03 Assignment of Ridgeback Rails Trademark - signed#page2.tif			
source=2023.01.03 Assignment of Ridgeback Rails Trademark - signed#page3.tif			
source=2023.01.03 Assignment of Ridgeback Rails Trademark - signed#page4.tif			

OP \$40.00 3666222

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (“**Assignment**”), dated as of December 9, 2022, is entered into between A Better Billiards Service LLC, a New Mexico limited liability company, having its principal place of business at 5225 Bataan Memorial West, Las Cruces, New Mexico 88012 (“**Assignor**”); Bar Pool Tables, LLC, a North Carolina limited liability company, having its principal place of business at 308 S. Parker St. Ext., Elm City, North Carolina 27822, (“**BPT**”) and Valley-Dynamo, L.P., a Texas limited partnership, having its principal place of business at 7115 Belton Street, Richland Hills, Texas 76118 (“**Assignee**”).

RECITALS:

A. Assignor is the record owner of the Ridgeback Rails® trademark, which the United States Patent and Trademark Office assigned Registration Number 3666222 and Serial Number 77632588 (Mark: Ridgeback Rails) (referred to herein as the “**Trademark**”).

B. On March 16, 2021 Assignor and BPT entered into a certain Asset Purchase Agreement in which Assignor agreed to sell, and BPT agreed to purchase, substantially all the assets relating to one line of Assignor’s business which involves the manufacture and sale of high-quality replacement rails for coin operated pool tables (“**Ridgeback Rails Assets**”). Included in this sale was any and all rights to the Trademark.

C. Despite selling all of its rights and interests in the Trademark to BPT, Assignor never formally assigned the Trademark to BPT.

D. BPT and Assignee subsequently entered into a certain Asset Purchase Agreement dated December 9, 2022 pursuant to which BPT agreed to sell, and Assignee agreed to purchase, substantially all the Ridgeback Rails Assets. Included in this sale was any and all rights to the Trademark.

E. Given that Assignee now owns all of the Ridgeback Rails Assets, including the Trademark, and to avoid the time and expense of multiple assignments, Assignor, BPT, and Assignee (collectively the “**Parties**”) desire and agree that Assignor assign any and all rights to the Trademark directly to Assignee so that Assignee is the sole record owner of the Trademark.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby assigns, grants, conveys, and transfers to Assignee all of Assignor’s right, title, and interest in and to the Trademark. To effectuate such assignment, Assignor hereby consents and agrees to the filing of an electronic assignment using the United States Patent and Trademark Office’s Electronic Trademark Assignment System by Assignee, or an authorized representative of Assignee, on Assignor’s behalf. All costs and expenses incurred in making such filing shall be the responsibility of Assignee.

2. BPT's Consent. BPT recognizes and agrees that Assignee is the lawful owner of the Trademark and therefore consents to the assignment of the mark directly from Assignor to Assignee. By signing this agreement BPT waives any claims in or to ownership of the Trademark.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

A BETTER BILLIARDS SERVICE LLC,
a New Mexico limited liability company

By: *Kerry P Rhodes*
Kerry P. Rhodes (Jan 3, 2023 19:03 PST)

Print Name: Kerry P. Rhodes

Title: Owner

ASSIGNEE:

VALLEY-DYNAMO, L.P.,
a Texas limited partnership

By its General Partner, Kelye B. Stites, Inc.,
a Texas corporation

By: *Kelye stites*
Kelye stites (Jan 3, 2023 17:28 CST)
Kelye B. Stites, President

BPT:

Bar Pool Tables, LLC,
a North Carolina limited liability company

By: *Randy Tate*
Randy Tate (Jan 3, 2023 12:56 EST)
Randy E. Tate, Manager

2023.01.03 Assignment of Ridgeback Rails Trademark

Final Audit Report

2023-01-04

Created:	2023-01-03
By:	Ryan Horner (Ryan@LacyMalone.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQMbWBeuJ5s3WZkUqP33hHJ2V_vHkuv7e

"2023.01.03 Assignment of Ridgeback Rails Trademark" History

-  Document created by Ryan Horner (Ryan@LacyMalone.com)
2023-01-03 - 4:10:17 PM GMT- IP address: 71.91.115.28
-  Document emailed to krhodes100@gmail.com for signature
2023-01-03 - 4:13:31 PM GMT
-  Document emailed to randy@barpooltables.net for signature
2023-01-03 - 4:13:32 PM GMT
-  Document emailed to kelye stites (kelye@championshuffleboard.com) for signature
2023-01-03 - 4:13:32 PM GMT
-  Email viewed by kelye stites (kelye@championshuffleboard.com)
2023-01-03 - 6:19:30 PM GMT- IP address: 47.187.18.128
-  Document e-signed by kelye stites (kelye@championshuffleboard.com)
Signature Date: 2023-01-03 - 6:20:00 PM GMT - Time Source: server- IP address: 47.187.18.128
-  Email viewed by randy@barpooltables.net
2023-01-03 - 6:48:38 PM GMT- IP address: 71.77.8.227
-  Signer randy@barpooltables.net entered name at signing as Randy Tate
2023-01-03 - 6:55:23 PM GMT- IP address: 71.77.8.227
-  Document e-signed by Randy Tate (randy@barpooltables.net)
Signature Date: 2023-01-03 - 6:55:25 PM GMT - Time Source: server- IP address: 71.77.8.227
-  Email viewed by krhodes100@gmail.com
2023-01-04 - 2:58:05 AM GMT- IP address: 98.249.126.228

 Signer krhodes100@gmail.com entered name at signing as Kerry P. Rhodes

2023-01-04 - 3:03:21 AM GMT- IP address: 98.249.126.228

 Document e-signed by Kerry P. Rhodes (krhodes100@gmail.com)

Signature Date: 2023-01-04 - 3:03:23 AM GMT - Time Source: server- IP address: 98.249.126.228

 Agreement completed.

2023-01-04 - 3:03:23 AM GMT