

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM784789

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900734741

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Professional Bull Riders, LLC		11/07/2022	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	3/R Management, LLC
<b>Street Address:</b>	425 Industrial Drive
<b>City:</b>	Lexington
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27374
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
<b>Serial Number:</b>	97278248	CAROLINA COWBOYS
<b>Serial Number:</b>	97975174	CAROLINA COWBOYS
<b>Serial Number:</b>	97301857	CAROLINA COWBOYS C

**CORRESPONDENCE DATA****Fax Number:**

*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:** 12128087800  
**Email:** Trademarks@Kelleydrye.com  
**Correspondent Name:** Kelley Drye & Warren LLP  
**Address Line 1:** 3 WTC, 175 Greenwich Street  
**Address Line 4:** New York, NEW YORK 10007

<b>NAME OF SUBMITTER:</b>	Patricia L. Werner
<b>SIGNATURE:</b>	/patricialwerner/
<b>DATE SIGNED:</b>	02/06/2023

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Assignment”) dated as of November 7, 2022 (the “Effective Date”), is made by and between Professional Bull Riders, LLC, a Delaware limited liability company (the “Assignor”) and 3/R Management, LLC, a North Carolina limited liability company (“Assignee”).

### WITNESSETH:

WHEREAS, the Assignor and Assignee intend to enter into a certain Team Sanction Agreement, dated as of the date hereof (the “Sanction Agreement”) with certain other persons party thereto; and

WHEREAS, as a condition to the Sanction Agreement, Assignee shall accept and Assignor shall transfer and assign to Assignee all of Assignor’s right, title and interest in, to and under certain trademarks as listed on Schedule A hereto, together with all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (the “Trademarks”).

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Sanction Agreement 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 sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in and to the Trademarks, together with (a) the registrations thereof, (b) any and all claims and causes of action with respect thereto, whether accruing on, before or after the date hereof, including all rights to and claims for damages, compensation, restitution and injunctive and other equitable relief for past, present or future infringements, dilutions, misappropriations or other violations thereof, including the right to sue and obtain equitable relief in respect thereof and to collect or otherwise recover any damages, (c) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar and (d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction.

2. Disclaimer; Ownership; No Challenge. Assignor hereby disclaims all interest in the Trademarks and except as agreed by the parties in writing, shall not, directly or indirectly, use or apply to register any Trademark, or any other intellectual property confusingly similar thereto or that would constitute an infringement of any Trademark. Assignor hereby acknowledges and agrees that from and after the date hereof Assignee shall be the exclusive owner of the Trademarks. Assignor acknowledges that all rights accruing from Assignor’s use of any Trademark prior to assignment to Assignee pursuant to Section 1 hereof and any goodwill resulting from such uses shall inure to the benefit of Assignee and that Assignee is the owner of all enhancements in

value attached or which may become attached to such Trademarks after the date hereof. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction (a) Assignee's rights, title and interest in and to the Trademarks, (b) Assignee's and its affiliates' rights to use and control the Trademarks, or (c) the validity of the Trademarks.

3. Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor agrees that at any time and from time to time Assignor shall promptly execute and deliver such other documents and take all further actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect, protect or more fully evidence Assignee's and its successors' and/or assigns' respective right, title and interest in and to the Trademarks, including, without limitation, its recordation in the U.S. trademark office.

4. General Provisions. This Assignment and the Sanction Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Sanction Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Sanction Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Sanction Agreement, the terms of the Sanction Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

5. Governing Law. This Assignment shall be governed, construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any provisions relating to conflicts of laws.

6. Counterparts. This Assignment may be executed in any number of counterparts (including by facsimile), each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

PROFESSIONAL BULL RIDERS, LLC

By: 

Name: Sean Gleason

Title: Chief Executive Officer

ASSIGNEE:

3/R MANAGEMENT, LLC

By: 


Name:

Title: *President*

[Signature Page to Trademark Assignment]

**Schedule A**

**U.S. Trademark Registrations**

Mark	Applicant	Serial No.	Filing Date	Classes)
CAROLINA COWBOYS Word Mark	Professional Bull Riders, LLC	97278248	February 22, 2022	41 - Athletic, entertainment, and sports event services in the rodeo and bull riding fields, namely, competitions in the field of bull riding; arranging, organizing, operating, and conducting rodeo and bull riding competitions, entertainment exhibitions, and events in the nature of competitions in the field of bull riding; providing entertainment news and information in the rodeo and bull riding fields.
CAROLINA COWBOYS Word Mark	Professional Bull Riders, LLC	97975174	February 22, 2022	25 - Clothing, namely, shirts, sweatshirts, and jackets, footwear and headwear, namely, baseball-style caps. FIRST USE
Logo: 	Professional Bull Riders, LLC	97301857	February 22, 2022	25 - Clothing, namely, shirts, sweatshirts, and jackets, footwear and headwear, namely, baseball-style caps  41 - Athletic, entertainment, and sports event services in the rodeo and bull riding fields, namely, competitions in the field of bull riding; arranging, organizing, operating, and conducting rodeo and bull riding competitions, entertainment exhibitions, and events in the nature of competitions in the field of bull riding; providing entertainment news and information in the rodeo and bull riding fields