

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM842783

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	11/05/2019
<b>RESUBMIT DOCUMENT ID:</b>	900790111

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cavender Stores, Ltd.		07/31/2023	Corporation: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	Cavender Investment Properties, 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

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	3884703	RYON'S
<b>Registration Number:</b>	3880426	RYON'S
<b>Registration Number:</b>	3891723	RYON'S

## 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:** 214-969-1700  
**Email:** herbert.hammond@hklaw.com  
**Correspondent Name:** Herbert J. Hammond/Holland & Knight LLP  
**Address Line 1:** 1722 Routh Street  
**Address Line 2:** Suite 1500  
**Address Line 4:** Dallas, TEXAS 75201

<b>NAME OF SUBMITTER:</b>	Herbert J. Hammond
<b>SIGNATURE:</b>	/Herbert J. Hammond/
<b>DATE SIGNED:</b>	09/28/2023

Total Attachments: 3

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## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of November 5, 2019 (the "Effective Date"), is made *nunc pro tunc* by Cavender Stores, Ltd. ("Assignor") on this 31st day of July 2023.

WHEREAS, on October 10, 2019 Assignor acquired certain RYON's trademarks and Registrations identified on Schedule A attached hereto (the "Marks"); and

WHEREAS, on November 5, 2019, Assignor assigned all right, title and interest in and to certain LUSKEY's trademarks owned by it to Cavender Investment Properties, Ltd. as evidenced by a written assignment of same date ("the November 2019 Assignment"); and

WHEREAS Assignor intended to include the Marks identified in Schedule A in the November 2019 Assignment but inadvertently failed to do so; and

WHEREAS Assignor now desires to effectuate the assignment of the Marks to Assignor as of the Effective Date;

NOW THEREFORE,

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns unto Assignee *nunc pro tunc* as of the Effective Date, all of Assignor's right, title and interest 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 Assignment, 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 Assignment 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 Assignment 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 Texas, without giving effect to any choice or conflict of law provision or rule.

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

5. 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.

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

**Assignor**

Cavender Stores, Ltd.

By: Joe Cavender

Name: JOE M. CAVENDER

Title: PRESIDENT

Dated: 7/31/2023

**Assignee**

Cavender Investment Properties, Ltd.

By: Mike A Cavender

Name: MIKE A CAVENDER

Title: PRESIDENT

Dated: 7/31/2023

**Schedule A  
Marks**

**Trademarks and Registrations:**

<b>Country</b>	<b>Mark</b>	<b>Reg. No.</b>
United States	RYON'S in Class 18	3,884,703
United States	RYON'S in Class 25	3,880,426
United States	RYON'S in Class 35	3,891,723

SCHEDULE A TO  
TRADEMARK ASSIGNMENT AGREEMENT

008609.000006 22109927.1

**RECORDED: 08/01/2023**

**TRADEMARK  
REEL: 008210 FRAME: 0754**