

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pink Buckle, LLC		05/21/2023	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	BR Buckles LLC		
Street Address:	6538 South River Drive		
City:	Spanish Fork		
State/Country:	UTAH		
Postal Code:	84660		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6559025	PB	
Registration Number:	6417306	PINK BUCKLE PB	
Registration Number:	6417292	PINK BUCKLE	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	202-659-6927		
Email:	kboie@dickinson-wright.com		
Correspondent Name:	Jenny T. Slocum		
Address Line 1:	1825 Eye Street N.W.; Suite 900		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Jenny T. Slocum		
SIGNATURE:	/Jenny T. Slocum/		
DATE SIGNED:	10/03/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of May 21, 2023 (the “Effective Date”), by and between Pink Buckle, LLC, a Utah limited liability company, Ruby Buckle, LLC, a Utah limited liability company, (each, an “Assignor” and collectively, the “Assignors”) and BR Buckles LLC, a Utah limited liability company (“Assignee”).

RECITALS

A. Assignors own all right, title and interest in and to the trademarks, both registered and unregistered, and trademark applications and registrations identified and set forth on **Schedule A** attached hereto, and all goodwill associated therewith (hereinafter referred to collectively as the “Marks”).

B. Assignors and Assignee are parties to that certain Contribution Agreement, dated as of the date hereof, by and among, Assignors and Assignee (the “Contribution Agreement”).

C. Assignee is the successor to the assets of the business of the Assignors to which the Marks pertain and such business is ongoing.

D. Assignors desire to assign and transfer to Assignee, and Assignee desires to accept such assignment and acquire from Assignors, all worldwide right, title and interest in and to the Marks, subject to the terms and conditions set forth herein and in the Contribution Agreement.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, mutually agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the Contribution Agreement.

2. Assignment.

a) Assignors hereby irrevocably sell, transfer, grant, assign and convey to Assignee, free and clear of any and all liens, claims, pledges, mortgages, deeds of trust, security interests, options, or other encumbrances, Assignors’ entire right, title and interest in, to and under the Marks, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, all registrations and applications therefor, all renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and every priority right that is or may be predicated upon or arise from the Marks, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal

representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Agreement had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

b) Assignors hereby request the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

c) Assignors shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Agreement.

3. Conflict. The assignment of the Marks made hereunder is made in accordance with and subject to the Contribution Agreement, which is incorporated herein by reference. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern, supersede, and prevail.

4. Severability. In the event that any provision or term of this Agreement is held to be invalid, prohibited or unenforceable for any reason, such provision or term shall be deemed severed from this Agreement, without invalidating the remaining provisions, which shall remain in full force and effect. If at any time a court or other body having jurisdiction over this Agreement shall determine that any of the subject matter or duration is unreasonable in any respect, it shall be reduced and not terminated, as such court or body determines may be reasonable.

5. Modification; Amendment; Waiver. No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in a writing signed by all parties. The failure at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of any party thereafter to enforce each and every provision hereof in accordance with its terms.

6. Further Assurances. Upon the request and at the expense of the requesting party, the other parties shall do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably required to effect the transactions contemplated by this Agreement.

7. Counterparts; Electronic Signature and Delivery. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which

taken together constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

8. Governing Law. This Agreement and performance under it shall be governed by the laws of State of Delaware without regard to conflict of law principles.

9. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. No Third Party Beneficiary. Neither this Agreement nor any provision hereof, nor any document executed or delivered in connection herewith, shall create any right in favor of or impose any obligation upon any person other than the parties hereto and their respective successors and assigns.

11. Entire Agreement. This Agreement and the Contribution Agreement constitute the entire agreement between the parties and cancels and supersedes all other agreements and understandings, whether written or oral, among the parties which may have related to the subject matter contained in this Agreement. Each party acknowledges that the other parties have not relied on any statements, representations or promises not specifically contained in this Agreement. This Agreement may not be changed or any of its provisions waived orally, but only in writing signed by both parties.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

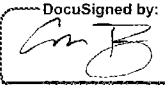
Acknowledgement

ASSIGNORS:

ASSIGNEE:

PINK BUCKLE, LLC

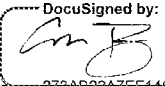
BR BUCKLES LLC

DocuSigned by:

By: _____
Name: Chad Beus
Title: Manager

DocuSigned by:



By: _____
Chad Beus, Manager

RUBY BUCKLE, LLC

DocuSigned by:

By: _____
Name: Chad Beus
Title: Manager

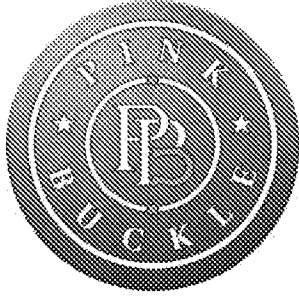
SCHEDULE A

MARKS

Territory	Mark	Trademark Registration No.	Trademark Application No.	Holder
Australia/Madrid Protocol	PINK BUCKLE	2188913	2188913	Pink Buckle, LLC
Brazil/Madrid Protocol	PINK BUCKLE	1597928	501597928	Pink Buckle, LLC
Canada/Madrid Protocol	PINK BUCKLE	TMA1,161,574	2116433	Pink Buckle, LLC
EU/Madrid Protocol	PINK BUCKLE	1597928	1597928	Pink Buckle, LLC
International/Madrid Protocol	PINK BUCKLE	1597928	1597928	Pink Buckle, LLC
United States	PB and Design 	6559025	90267074	Pink Buckle, LLC
United States	PINK BUCKLE PB and Design 	6417306	90266959	Pink Buckle, LLC
United States	PINK BUCKLE	6417292	90266806	Pink Buckle, LLC

Unregistered trademarks:

Pink Buckle Grey



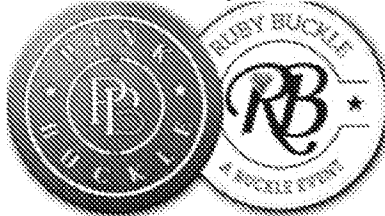
Pink Buckle White



Stylized Word Mark Used on Website



Pink Buckle/Ruby Buckle Combined Logo



Ruby Buckle White



Ruby Buckle Black

