

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cavender Investment Properties Ltd.		10/02/2023	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Cavender Stores, L.P.		
Street Address:	7820 S. Broadway Ave.		
City:	Tyler		
State/Country:	TEXAS		
Postal Code:	75703		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	3209200	CAVENDER'S WESTERN OUTFITTERS	
Registration Number:	3209219	CAVENDER'S	
Registration Number:	3341821	CAVENDER'S BOOT CITY	
Registration Number:	3381890	LARRO SHIRTS	
Registration Number:	3411216	TEXAS AUTHENTIC DRY GOODS	
Registration Number:	3426894	CAVENDER'S BOOT CITY	
Registration Number:	3429393	CAVENDER'S COWBOY COLLECTION 6X QUALITYH	
Registration Number:	3448900	CAVENDER'S BOOT CITY SINCE 1965	
Registration Number:	3449195	CAVENDER'S SINCE 1965	
Registration Number:	3449196	CAVENDER'S A TEXAS ORIGINAL SINCE 1965	
Registration Number:	3449359	WHERE COWBOYS GET THEIR BOOTS!	
Registration Number:	3451975	CAVENDER'S SOLID GOLD 20X PREMIUM QUALIT	
Registration Number:	3466393	CAVENDER'S WESTERN OUTFITTER	
Registration Number:	3500211	WHERE THE OLD WEST MEETS THE NEW WEST!	
Registration Number:	3500224	MAX WORK	
Registration Number:	3555396	MAX · WORK	
Registration Number:	3762139	LUSKEY'S	
Registration Number:	3762140	LUSKEY'S	
Registration Number:	3762141	LUSKEY'S	

OP \$1040.00 3209200

Property Type	Number	Word Mark
Registration Number:	3880426	RYON'S
Registration Number:	3884703	RYON'S
Registration Number:	3891723	RYON'S
Registration Number:	3940439	CAVENDER'S OUTFITTING THE WEST SINCE 196
Registration Number:	4251909	BOOTDADDY
Registration Number:	4477154	WIRED HEART
Registration Number:	4605198	GET YOUR BOOTS ON!
Registration Number:	4624777	CAVENDER'S DON'T JUST WEAR IT. LIVE IT.
Registration Number:	4858569	CAVENDER'S BELT COLLECTION
Registration Number:	5207803	COWBOY WORK WEAR
Registration Number:	5447510	NOT YOUR ORDINARY BOOT STORE
Registration Number:	5691525	RAFTER C
Registration Number:	5691806	WORK ZONE
Registration Number:	5691807	CAVENDER'S 20X SOLID GOLD QUALITY HATS
Registration Number:	5715439	QUALITY LARRO SHIRTS
Registration Number:	5880024	BOOTDADDY
Registration Number:	6591646	RED DIRT COLLECTION
Registration Number:	6601986	JRC
Registration Number:	6601988	JRC & SONS BOOTMAKERS
Registration Number:	6849031	ROCKIN' C
Registration Number:	7021526	
Registration Number:	6601991	JRC & SONS BOOTMAKERS HANDMADE IN LEON,

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: 214-964-9500
Email: ptdocketing@hkllaw.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

ATTORNEY DOCKET NUMBER:	188651.00014
NAME OF SUBMITTER:	Herbert J. Hammond
SIGNATURE:	/Herbert J. Hammond/
DATE SIGNED:	10/04/2023

Total Attachments: 7
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”), effective as of October 2, 2023 (“Effective Date”), is by and between Cavender Investment Properties Ltd. (the “Assignor”) and Cavender Stores, L.P. (the “Assignee”).

WHEREAS, pursuant to that certain Equity Purchase Agreement, dated as of August 30, 2023, by and among Assignor, Assignee, Cavender GP, Parent, Intermediate Parent, Sellers, Affiliate Property Owners, the Purchaser and Sellers’ Representative (the “Purchase Agreement”), the Rollover Sellers agreed to sell and Purchaser agreed to purchase, the Purchased Units, on the terms and subject to the conditions contained in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement and the Pre-Closing Reorganization, Assignor desires to sell, assign, convey, deliver and transfer all of its right, title and interest in, to and under all of the Assigned Intellectual Property Rights, including the Intellectual Property Rights set forth on Exhibit A hereto (the “Assigned IP”), to Assignee and Assignee desires to acquire all such right, title and interest in, to and under the Assigned IP;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignor hereby irrevocably sells, assigns, conveys, delivers and transfers to Assignee all right, title and interest in, to and under (i) the Assigned IP, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor’s rights to: (A) apply for and maintain all registrations, renewals and/or extensions of the Assigned IP, (B) claim priority under United States law or international convention with respect to the Assigned IP, (C) sue, claim and otherwise bring actions and recover damages and payments for past, present and future infringement, misappropriation, dilution or other violation of any Assigned IP, (D) grant licenses or other interests in or to the Assigned IP, and (E) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, in each case of (i) and (ii), free and clear of all Liens.
3. Immediately after the Effective Date, Assignor shall transfer any and all domain names and social media accounts included in the Assigned IP, including those set forth on Exhibit A, from Assignor’s account to Assignee’s account (such that Assignee will be listed as the registrant and/or owner of such domain names and social media accounts in the applicable registrar) and shall deliver to Assignee all necessary authorization codes, passwords and similar information necessary to unlock and control such domain names and social media accounts and transfer the same to Assignee.
4. Upon the reasonable request by Assignee, Assignor shall execute all documents and take all actions as may be necessary or desirable to enable Assignee to prosecute, perfect, enforce, defend, register

and/or record its right, title and interest in, to and under the Assigned IP, in each case, without further compensation but at the expense of Assignee. In the event that Assignor fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor hereby irrevocably designates Assignee as Assignor's agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.

5. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Assigned IP, including those set forth on Exhibit A. Assignor further hereby authorizes the applicable registrar to transfer the domain names and social media accounts included in the Assigned IP, including those set forth on Exhibit A, to Assignee.
6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
8. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, indemnities and other terms contained in the Purchase Agreement shall not be superseded, revised or limited hereby but shall remain in full force and effect to the full extent provided in, and subject to the terms of, the Purchase Agreement. Nothing in this Assignment shall alter any liability or obligation of the parties arising under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern to the extent of such conflict or inconsistency.

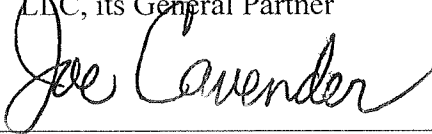
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS ASSIGNOR:

**CAVENDER INVESTMENT PROPERTIES
LTD.**

By: CAVENDER INVESTMENTS,
LLC, its General Partner

By:  _____

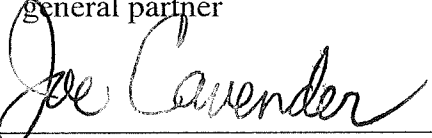
Name: Joe M. Cavender

Title: Manager

AS ASSIGNEE:

CAVENDER STORES, L.P.

By: CAVENDER RETAIL, LLC, its
general partner

By:  _____

Name: Joe M. Cavender

Title: President

#00228

TRADEMARK
REEL: 008216 FRAME: 0828

EXHIBIT A**ASSIGNED IP****Trademarks**

<u>Trademark</u>	<u>Registration No. (Application No.)</u>	<u>Registration Date (Application Date)</u>	<u>Assignor</u>
CAVENDER'S WESTERN OUTFITTERS (Kansas)	17243	05/10/2006	Cavender Investment Properties Ltd.
CAVENDER'S WESTERN OUTFITTER & Design	3,209,200	02/13/2007	Cavender Investment Properties Ltd.
CAVENDER'S & Design	3,209,219	02/13/2007	Cavender Investment Properties Ltd.
CAVENDER'S BOOT CITY	3,341,821	11/20/2007	Cavender Investment Properties Ltd.
LARRO SHIRTS & Design	3,381,890	02/12/2008	Cavender Investment Properties Ltd.
TEXAS AUTHENTIC DRY GOODS	3,411,216	04/08/2008	Cavender Investment Properties Ltd.
CAVENDER'S BOOT CITY & Design	3,426,894	05/13/2008	Cavender Investment Properties Ltd.
CAVENDER'S COWBOY COLLECTION 6X QUALITY HATS & Design	3,429,393	05/20/2008	Cavender Investment Properties Ltd.
CAVENDER'S BOOT CITY SINCE 1965	3,448,900	06/17/2008	Cavender Investment Properties Ltd.
CAVENDER'S SINCE 1965 & Design	3,449,195	06/17/2008	Cavender Investment Properties Ltd.
CAVENDER'S A TEXAS ORIGINAL SINCE 1965 & Design	3,449,196	06/17/2008	Cavender Investment Properties Ltd.
WHERE COWBOYS GET THEIR BOOTS!	3,449,359	06/17/2008	Cavender Investment Properties Ltd.
CAVENDER'S SOLID GOLD 20X PREMIUM QUALITY HATS & Design	3,451,975	06/24/2008	Cavender Investment Properties Ltd.
CAVENDER'S WESTERN OUTFITTER	3,466,393	07/15/2008	Cavender Investment Properties Ltd.
WHERE THE OLD WEST MEETS THE NEW WEST!	3,500,211	09/09/2008	Cavender Investment Properties Ltd.
MAX WORK	3,500,224	09/09/2008	Cavender Investment Properties Ltd.
MAX WORK & Design	3,555,396	12/30/2008	Cavender Investment Properties Ltd.
LUSKEY'S (Cl. 18)	3,762,139	03/23/2010	Cavender Investment Properties Ltd.

<u>Trademark</u>	<u>Registration No. (Application No.)</u>	<u>Registration Date (Application Date)</u>	<u>Assignor</u>
LUSKEY'S (Cl. 25)	3,762,140	03/23/2010	Cavender Investment Properties Ltd.
LUSKEY'S (Cl. 35)	3,762,141	03/23/2010	Cavender Investment Properties Ltd.
RYON'S (Cl. 25)	3,880,426	11/23/2010	Cavender Investment Properties Ltd.
RYON'S (Cl. 18)	3,884,703	12/07/2010	Cavender Investment Properties Ltd.
RYON'S (Cl. 35)	3,891,723	12/21/2010	Cavender Investment Properties Ltd.
CAVENDER'S OUTFITTING THE WEST SINCE 1965	3,940,439	04/05/2011	Cavender Investment Properties Ltd.
BOOTDADDY cl 3, 21, & 25	4,251,909	12/4/2012	Cavender Investment Properties Ltd.
WIRED HEART & Design	4,477,154	02/04/2014	Cavender Investment Properties Ltd.
GET YOUR BOOTS ON!	4,605,198	09/16/2014	Cavender Investment Properties Ltd.
CAVENDER'S DON'T JUST WEAR IT. LIVE IT. & Design	4,624,777	10/21/2014	Cavender Investment Properties Ltd.
CAVENDER'S BELT COLLECTION & Design	4,858,569	11/24/2015	Cavender Investment Properties Ltd.
COWBOY WORK WEAR & Design	5,207,803	05/23/2017	Cavender Investment Properties Ltd.
NOT YOUR ORDINARY BOOT STORE	5,447,510	04/17/2018	Cavender Investment Properties Ltd.
RAFTER C & Design	5,691,525	03/05/2019	Cavender Investment Properties Ltd.
WORK ZONE & Design	5,691,806	03/05/2019	Cavender Investment Properties Ltd.
CAVENDER'S 20X SOLID GOLD QUALITY HATS & Design	5,691,807	03/05/2019	Cavender Investment Properties Ltd.
QUALITY LARRO SHIRTS & Design	5,715,439	04/02/2019	Cavender Investment Properties Ltd.
BOOTDADDY cl 14, & 33	5,880,024	10/08/2019	Cavender Investment Properties Ltd.
RED DIRT COLLECTION	6,591,646	12/14/2021	Cavender Investment Properties Ltd.
JRC & Design	6,601,986	12/28/2021	Cavender Investment Properties Ltd.
JRC & SONS BOOTMAKERS	6,601,988	12/28/2021	Cavender Investment Properties Ltd.
JRC & SONS BOOTMAKERS & Design	6,601,991	12/28/2021	Cavender Investment Properties Ltd.
ROCKIN' C	6,849,031	09/20/2022	Cavender Investment Properties Ltd.
Miscellaneous Design (Quail logo)	7,021,526	04/11/2023	Cavender Investment Properties Ltd.

Domain Names

<u>Domain Name</u>	<u>Assignor</u>
BootDaddy.com	Cavender Investment Properties, Ltd.
pfiwestern.com	Cavender Investment Properties, Ltd.

Trade Names:

BootDaddy; America's Western Store; Living The Real Boot Life Since 1975; Saddle City; BootDaddy Moonshine; PFI Western; PFI Western Stores; Cavender's Boot City

Social Media Identifiers or Accounts:

X (f/k/a Twitter): @pfiwestern; @Cavenders_; @The_BootDaddy

Instagram: #therealbootlife; #JRC; @The_BootDaddy; @cavenders

Facebook: www.facebook.com/cavenders

Google Play Apps: BootDaddy