

12-24-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Pinnacle Rawhide, LLC

12-5-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (State of Arizona)
 Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Western Town LLC

Internal Address: _____
 Address: _____
 Street Address: 4455 East Camelback 215A
 City: Phoenix State: AZ Zip: 85018

Individual(s) citizenship _____
 Association _____
 General partnership _____
 Corporation-State _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Judgment

Execution Date: October 17, 2002

Other limited liability company; Arizona

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,385,566;
2,393,451; 2,391,577; 2,393,450; 2,520,914;
2,389,824; 2,029,573; 1,994,860;
1,167,730; 1,169,697

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Glenn Spencer Bacal
 Internal Address: Quarles & Brady
Streich Lang, LLP
 Street Address: One Renaissance Square
Two North Central Avenue
 City: Phoenix State: AZ Zip: 85004

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
17-0055

DO NOT USE THIS SPACE

9. Signature.
Glenn Spencer Bacal
 Name of Person Signing

Signature

December 5, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

12/23/2002 MUELLER 00000136 170055 2385566

01 FC:8521 40.00 CH
02 FC:8522 225.00 CH

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Attorneys for Western Town, L.L.C. and
Hirsch Investment Co., L.L.C.

FILED

OCT 17 2002

KEVIN E. O'BRIEN, CLERK
UNITED STATES
BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re:
PINNACLE RAWHIDE, L.L.C.,

Debtor.

Chapter 11
Case No. B-02-12914-ECF-RTB

Case No. B-02-12915-ECF-RTB

JOINTLY ADMINISTERED

EID #86-0919927

JUDGMENT RE: HIRSCH STAY
RELIEF AND RAWHIDE SALE

In re:
PINNACLE RODEO, L.L.C.,

Debtor.

EID #86-0919926

I HEREBY CERTIFY THAT THE ENCLOSED INSTRUMENT
IS A TRUE AND CORRECT COPY OF THE ORIGINAL
ON FILE IN THE OFFICE OF THE BANKRUPTCY CLERK.

WESTERN TOWN, L.L.C. AND HIRSCH
INVESTMENT CO., L.L.C.,

Movants,

DATED: 10/17/02
Kevin E. O'Brien
UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA
CLERK

v.

PINNACLE RAWHIDE, L.L.C.,

Respondent.

The Court having considered the motion by Western Town, L.L.C. and Hirsch Investment Co., L.L.C. (collectively "Hirsch Creditors") for relief from the automatic stay to foreclose on their security interests ("Stay Motion") and the motion by Pinnacle Rawhide, L.L.C. and Pinnacle Rodeo L.L.C. ("Rawhide Debtors") to Allow Sale of Non-Residential Real Property Free and Clear of Liens Pursuant to 11 U.S.C. § 363(f) With Liens to Attach to Proceeds ("Sale Motion"),

1 10. All assets owned by Rawhide Operating Company, including liquor licenses used
2 in the operation of Rawhide, are conveyed to Western Town, L.L.C. effective on the Transfer
3 Date.

4 11. A trustee shall be appointed immediately in the Rawhide Debtors' bankruptcy
5 cases, but the trustee will be bound by this order and will not be involved in operating Rawhide.
6 The Hirsch Creditors support and consent to the appointment of a trustee in the Acridge and Prime
7 Pinnacle Peak Properties cases. Mr. Acridge or the trustee may sign the transfer documentation
8 pursuant to this order.
9

10 12. All Rawhide property in which the Hirsch Creditors have a security interest,
11 including but not limited to accounts receivable and general intangibles (including contracts for
12 events to be held at Rawhide) and trademarks and trade names, inventory and equipment, is
13 assigned and conveyed to Western Town, L.L.C. effective on the Transfer Date, provided,
14 however, that to the extent leases and executory contracts must be assumed and assigned, such
15 assumption and assignment is ordered pursuant to Bankruptcy Code § 365 for those contracts and
16 leases identified by Western Town, L.L.C. in a Bankruptcy Court filing within 30 days after the
17 Transfer Date, and all other contracts and leases will be deemed rejected. The list of contracts and
18 leases will include all known contracts being rejected. Western Town, L.L.C. will be obligated to
19 cure any defaults on assumed and assigned contracts and leases. Any distribution otherwise
20 payable on any damages claims arising from rejection of such contracts and leases shall be
21 satisfied from distributions otherwise payable to the Hirsch Creditors on their claims. The Hirsch
22 Creditors shall have standing to object to any such claims, and the Hirsch Deficiency claim will be
23 increased in the amount of such allowed damages claims.
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1 implement the terms hereof. However, the Rawhide Debtors, the Committee and the Hirsch
2 Creditors and their affiliates shall cooperate to execute and record a deed, bill of sale, liquor
3 license transfer and any other documents deemed useful or appropriate to carry out the intent of
4 this order.

5 18. This Court retains jurisdiction over the parties referenced in this order for the
6 purpose of enforcing the terms and conditions herein.

7 19. Western Town, L.L.C. and New Roci L.L.C. are entitled to the protection of
8 Bankruptcy Code § 363(m) with respect to the transfers and conveyances pursuant to this order in
9 the event the order or any authorization contained herein is reversed or modified.

10 20. The Court intends that this be a final order pursuant to Bankruptcy Rule 6004(g).

11 Dated this 17 day of October, 2002.

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Hon. Redfield T. Baum
U.S. Bankruptcy Judge