

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/03/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Daniel J. Sherman		08/03/2011	TRUSTEE:

RECEIVING PARTY DATA

Name:	Kaspar Ranch Hand Equipment, LP
Street Address:	961 Highway 95 North
City:	Shiner
State/Country:	TEXAS
Postal Code:	77984
Entity Type:	PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3240647	TOP GUN
Registration Number:	3252390	MAVERICK
Registration Number:	3248587	DEFENDER
Registration Number:	3823988	TOP GUN
Registration Number:	3254294	SIDEARM

CORRESPONDENCE DATA

Fax Number: (210)735-6889
 Phone: (210)736-6600
 Email: gayers@langleybanack.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: R. Glen Ayers
 Address Line 1: 745 E. Mulberry, Suite 900
 Address Line 4: San Antonio, TEXAS 78212

OP \$140.00 3240647

NAME OF SUBMITTER:	R. Glen Ayers
Signature:	/R. Glen Ayers/
Date:	10/25/2011
Total Attachments: 6 source=Bill of Sale and Assignment Agreement (L0558214)#page1.tif source=Bill of Sale and Assignment Agreement (L0558214)#page2.tif source=Bill of Sale and Assignment Agreement (L0558214)#page3.tif source=Order Granting Sale of Certain 'Top Gun' IP (L0558213)#page1.tif source=Order Granting Sale of Certain 'Top Gun' IP (L0558213)#page2.tif source=Order Granting Sale of Certain 'Top Gun' IP (L0558213)#page3.tif	

THE STATE OF TEXAS
COUNTY OF _____

§
§
§

KNOW ALL MEN BY THESE PRESENTS

BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT, is made and delivered this ____ day of _____, 2011 (the "Agreement"), and is by Daniel J. "Corky" Sherman, in his capacity as Chapter 7 Trustee of Micrin Holdings Corporation ("Assignor"), which is a debtor under Chapter 7 of the United States Bankruptcy Code in Case No. 10-36428, filed in the Northern District of Texas, Dallas Division, in favor of Kaspar Ranch Hand Equipment, LP ("Assignee").

WHEREAS, on February 16, 2007, United IP, LLC, a wholly owned subsidiary of Micrin Holdings Corporation (the "Debtor"), acquired the following trademarks: *Top Gun* (Reg. # 3240647), *Maverick* (Reg. #3252390), *Defender* (Reg. #3248587), *Top Gun* (Reg. #3823988) and *Sidearm* (Reg. #3254294) (collectively, the "Top Gun Trademarks"); and

WHEREAS, on September 3, 2010, United IP, LLC executed a Bill of Sale and transferred all of its assets, including the Trademarks, to the Debtor; and

WHEREAS, on January 20, 2011, a Notice of Assignment was filed with the United States Patent and Trademark Office, which apparently attempts to transfer the Top Gun Trademarks from United IP, LLC to J. Kirston Henderson; and

WHEREAS, notwithstanding the January 20, 2011 filing, J. Kirston Henderson agrees that the Top Gun Trademarks are property of the Debtor's bankruptcy estate, and may be sold by Assignor free and clear of all interests, if any, of J. Kirston Henderson; and

WHEREAS, Assignor and Assignee agree to a purchase and sale pursuant to Section 363 of the Bankruptcy Code, pursuant to which the Assignor will transfer, assign and convey to Assignee the www.topgunproducts.com internet domain name and the Top Gun Trademarks (collectively, the "Assets"); and

NOW, THEREFORE, in consideration of the receipt of the Purchase Price of Forty thousand dollars (\$40,000.00) cash paid by Assignee to Assignor, and other good and valuable consideration in hand, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor and J. Kirston Henderson do hereby ASSIGN, TRANSFER, SET OVER, CONVEY, AND DELIVER to Assignee, its successors and assigns, all of its right, title and interest to the Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever; however, Assignor acknowledges and agrees, by its acceptance hereof, that the Assets assigned and transferred hereunder are transferred and assigned without warranty express or implied, "as is", "where is", and in their present condition with all faults, and that Assignor has not made and does not hereby make any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether statutory, express or implied, with respect to the suitability of the property for any activities and uses which Assignor may conduct, compliance by the Assets with any laws, rules, ordinances or regulations of any applicable governmental authority, habitability, merchantability or fitness for a particular purpose of the Assets or otherwise with respect to the Assets.

ASSIGNEE ACKNOWLEDGES THAT IT IS ACCEPTING THE ASSETS IN THEIR PRESENT CONDITION WHEREVER LOCATED, THAT ASSIGNOR HAS NOT CONDUCTED ANY INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS, THAT ASSIGNOR HAS NOT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE ASSETS AND THAT ASSIGNEE HAS RELIED AND IS RELYING SOLELY UPON ITS OWN INVESTIGATION OF THE ASSETS IN ITS DETERMINATION TO ACQUIRE THE SAME. ASSIGNEE FURTHER ACKNOWLEDGES

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TRADEMARK
REEL: 004647 FRAME: 0985

THAT THIS CONVEYANCE IS MADE WITHOUT WARRANTY AND ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR ANY PURPOSE.

Assignor and J. Kirston Henderson hereby agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts and assurances as Assignee may reasonably require to perfect Assignee's interest in the Assets at Assignee's expense upon reasonable notice to Assignor.


Title to the Assets shall remain with the Debtor's bankruptcy estate and title shall not vest with Assignee until the entry of a final Bankruptcy Court Order authorizing the sale. Except as expressly provided herein, it is expressly understood and accepted by Assignor, that Assignee shall have no present or future liability hereunder or further obligations hereunder, either with respect to this Bill of Sale and Assignment Agreement or the sale of the Assets of the bankruptcy estate as set forth in the Sale Order made a part hereof.

THIS AGREEMENT AND INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF AND VENUE SHALL BE THE BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION.

IN WITNESS WHEREOF, Assignor and J. Kirston Henderson have caused this Agreement to be executed and Assignee has joined in the execution of this Agreement by its duly authorized representative, as of the day first written above for the purposes hereinabove described and, if executed in a number of counterparts, all shall be read together and construed as but one and the same instrument.

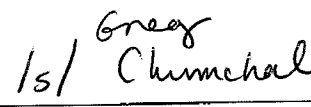
ASSIGNOR:

Chapter 7 Trustee of
Micrin Holdings Corporation

By: 
Daniel J. "Corky" Sherman

ASSIGNEE:

Kaspar Ranch Hand Equipment, LP

By: 1s/ 

Its: _____

And

J. Kirston Henderson

By: _____
J. Kirston Henderson

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ASSIGNOR:

Chapter 7 Trustee of
Micrin Holdings Corporation

By: _____
Daniel J. "Corky" Sherman

ASSIGNEE:

Kaspar Ranch Hand Equipment, LP

By: _____

Its: _____

And

J. Kirston Henderson

By: 
J. Kirston Henderson

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TRADEMARK
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ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Henry H. C. George
United States Bankruptcy Judge

Signed August 03, 2011

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: § CASE NO. 10-36428-SGJ-7
MICRIN HOLDINGS §
CORPORATION, § CHAPTER 7
DEBTOR. § Hearing: August 2, 2011 @ 9:30 a.m.
§

**ORDER GRANTING SALE OF CERTAIN 'TOP GUN'
INTELLECTUAL PROPERTY TO KASPAR RANCH HAND
EQUIPMENT, L.P. FOR \$40,000 FREE AND CLEAR OF LIENS, CLAIMS
AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b)**

CAME ON FOR CONSIDERATION, the Motion for Authority to Sell Certain "Top Gun" Intellectual Property to Kaspar Ranch Hand Equipment, LP ("Purchaser") for \$40,000 Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. §§ 105(a) and 363(b) [Docket No. 189] (the "Motion"), and, after reviewing the pleadings and noting that no objections have been filed, the Court finds as follows:

ORDER GRANTING TRUSTEE'S MOTION FOR AUTHORITY
TO SELL CERTAIN PERSONAL PROPERTY TO KASPAR RANCH HAND
969262

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (N).

2. Pursuant to the Motion, the Trustee requested authority to sell the following trademarks: *Top Gun* (Reg. # 3240647), *Maverick* (Reg. #3252390), *Defender* (Reg. #3248587), *Top Gun* (Reg. #3823988) and *Sidearm* (Reg. #3254294) (collectively, the “Top Gun Trademarks”) and www.topgunproducts.com internet domain name (collectively, the “Top Gun IP”) to Purchaser for \$40,000.

3. The Court finds that the sale of the Top Gun IP to Purchaser for \$40,000 is in the best interest of the estate and the creditors of the estate, and that the Motion should be granted. It is therefore

ORDERED that the sale of the Top Gun IP described in the Motion for the sum of \$40,000 to Purchaser is hereby authorized, and the sale shall be free and clear of any liens, claims and encumbrances, if any, with such liens, claims or encumbrances to attach to the sale proceeds; it is further

ORDERED that all funds received from Purchaser for the sale of the Top Gun IP shall be delivered to the Trustee to hold for distribution in connection with administration of the bankruptcy case and in accordance with the Bankruptcy Code; it is further

ORDERED that the Trustee is authorized to execute any documents and take further actions as reasonably necessary to carry out the terms of this Order, including but not limited to the Bill of Sale attached to the Motion; it is further

ORDERED that the stay of orders authorizing the use, sale or lease of property as provided for in Rule 6004(h) of the Federal Rules of Bankruptcy Procedure shall not apply to this Order, and this Order shall be effective and enforceable immediately upon entry such that

the closing is allowed to proceed immediately unless otherwise stayed.

END OF ORDER

AGREED TO BY:

/s/ David L. Woods (7/29/11)

David L. Woods

McGuire, Craddock & Strother, P.C.

2501 N. Harwood

Suite 1800

Dallas, Texas 75201

(214) 954-6800 Telephone

(214) 954-6850 Telecopier

SPECIAL COUNSEL FOR DANIEL J. SHERMAN, CHAPTER 7 TRUSTEE

-and-

/s/ R. Glen Ayers (7/29/11)

R. Glen Ayers

Langley & Banack, Incorporated

745 East Mulberry

Suite 900

San Antonio, Texas 78212

(210) 736-6600 Telephone

(210) 735-6889 Telecopier

ATTORNEYS FOR PURCHASER