TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM399609

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WYOMING WEST DESIGNS II, INC.		07/29/2016	Close Corporation: WYOMING

RECEIVING PARTY DATA

Name:	SIDRAN, LLC	
Street Address:	1050 Venture Ct., Suite 100	
City:	Carrollton	
State/Country:	TEXAS	
Postal Code:	75006	
Entity Type:	Limited Liability Company: TEXAS	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3455083	COWBOY UP	
Registration Number:	3455084	COWGIRL UP	

CORRESPONDENCE DATA

Fax Number: 3036239222

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: (303) 623-9000 Email: MMeyer@LRRC.com

Correspondent Name: Mark A. Meyer

Address Line 1: 1200 Seventeenth Street, Suite 3000

Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Mark A. Meyer	
SIGNATURE:	/MARK A. MEYER/	
DATE SIGNED:	09/23/2016	

Total Attachments: 3

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> **TRADEMARK** REEL: 005883 FRAME: 0854

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of July <u>14</u>, 2016 (the "<u>Effective Date</u>"), is by and between SIDRAN, LLC, a Texas Limited Liability Company ("<u>Assignee</u>"), and WYOMING WEST DESIGNS II, INC., a Wyoming Close Corporation ("<u>Assignor</u>"). Assignor and Assignee are sometimes referenced individually herein as a "<u>Party</u>" and together as the "<u>Parties</u>."

WHEREAS, Assignor is the owner of all rights, title and interest in and to the service marks and service mark registrations set forth in <u>Schedule 1</u> incorporated herein by reference, together with all goodwill associated therewith (the "<u>Marks</u>");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 2016, by and among the Assignee, Assignor, Harry Talermo, and Ray Domecq ("Asset Purchase Agreement"), Assignor has agreed to assign and transfer to Assignee all of Assignor's rights, title and interest in and to the Marks; and

WHEREAS, it is the purpose of this Assignment to memorialize the assignment and transfer of all of Assignor's rights, title and interest in and to the Marks to Assignee, in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's rights, title and interest in, to, and under, the Marks together with the goodwill associated therewith, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of the Marks. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 2. <u>Recordals/Further Assurances</u>. Assignee shall record this Assignment with the United States Patent and Trademark Office. Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents, and perform such other acts, as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.
- 3. <u>Assignor's Security Interest</u>. Pursuant to a separate agreement, Assignee shall grant to Assignor a security interest in the Marks (as indicated on Schedule 1), which shall remain in effect until Assignee has made full payment of the Purchase Price pursuant to the Asset Purchase Agreement and the ancillary documents executed in connection therewith or thereunder.

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4. <u>Originals/Counterparts</u>. This Assignment may be executed by facsimile signature in multiple counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

WYOMING WEST DESIGNS II, INC.

Ray Domeca, its Vice President

ASSIGNEE:

SIDRAN

Roland S. Mizrahi, its Managing Member

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EXHIBIT A US Trademark Registrations/Applications

MARK	SERIAL NUMBER	Application/ Registration Number	REGIS. DATE
COWBOY UP	77/236,283	3,455,083	June 24, 2008
COWGIRL UP	77/236,295	3,455,084	June 24, 2008