

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM772822

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heel-O-Matic, Inc.		10/28/2022	Corporation: DELAWARE
Pro Equine Group, Inc.		10/28/2022	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smart Roping, llc		
<b>Street Address:</b>	2059 Co. Road 3210		
<b>Internal Address:</b>	Smarty Roping World Headquarters		
<b>City:</b>	Mount Pleasant		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75455		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3892121	BONES	
<b>Registration Number:</b>	2479032	HEEL-O-MATIC	
<b>Registration Number:</b>	3356998	SUPERGOAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2148660010		
<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>			
<b>Phone:</b>	214-866-0001		
<b>Email:</b>	cminchillo@chalkerflores.com		
<b>Correspondent Name:</b>	cynthia Minchillo		
<b>Address Line 1:</b>	c/o chalker flores, llp		
<b>Address Line 2:</b>	14841 N. Dallas parkway, suite 575		
<b>Address Line 4:</b>	Dallas, TEXAS 75254		
<b>NAME OF SUBMITTER:</b>	Cynthia Minchillo		
<b>SIGNATURE:</b>	/Cynthia Minchillo/		
<b>DATE SIGNED:</b>	12/08/2022		
<b>Total Attachments: 8</b>			

OP \$90.00 3892121

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**PATENT AND TRADEMARK  
ASSIGNMENT AGREEMENT**

This PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”), dated as of October 28, 2022, is made by **HEEL-O-MATIC, INC.** (“Seller”), a Delaware corporation, and **PRO EQUINE GROUP, INC.** (“Assignor”), a Texas corporation, Seller’s sole shareholder, in favor of **SMART ROPING, LLC** (“Buyer”), an Texas limited liability company, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of October 28, 2022 (the “Purchase Agreement”). Buyer and Seller are sometimes referred to in this Assignment individually as a “Party” and collectively as the “Parties”.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned Patents and Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Patents and Trademarks:

(a) the patent registrations and patent applications and trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof; provided that, with respect to the United States patent applications and intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the patent and trademark pertains, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications, or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for

damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller and Assignor authorize the Commissioner for Trademarks and any other governmental officials to record and register this Patent and Trademark Assignment upon request by Buyer. Seller and Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patent and Trademark(s) is/are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Patents and Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. 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, e-mail, 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.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

*[Signature Page Follows]*

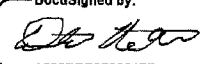
IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first above written.

**HEEL-O-MATIC, INC.:**

DocuSigned by:  
  
By: \_\_\_\_\_  
A536BDE6F83647E...  
DUSTIN W. NOBLITT, PRESIDENT

Address of Notices:  
500 Lake Cook Road  
Suite 350  
Deerfield, Illinois 60015

**PRO EQUINE GROUP, INC.:**

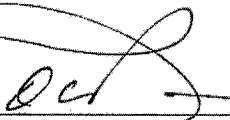
DocuSigned by:  
  
By: \_\_\_\_\_  
A536BDE6F83647E...  
DUSTIN W. NOBLITT, PRESIDENT

Address of Notices:  
500 Lake Cook Road  
Suite 350  
Deerfield, Illinois 60015

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first above written.

**AGREED TO AND ACCEPTED:**

**SMART ROPING, LLC:**

By:  \_\_\_\_\_

O.C. ROSS,  
AUTHORIZED REPRESENTATIVE

Address of Notices:  
1602 Shadywood  
Mt. Pleasant, Texas 75455

**SCHEDULE 1**  
**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Heel-O-Matic  
Patent Report - October 2022

Title	Country ID	Serial #	Publication #	Patent #	Assignee	First File Date	Issue Date	Expiration Date	Status
ROPING DUMMY HOP MECHANISM	US	15/927,576	US-2018-077216-A1	10,593,297	PRO EQUINE GROUP, INC.	03/21/2018	3/23/2021	03/21/2038	ISSUED
ROPING DUMMY WITH WASHOUT SIMULATION AND NECK PIVOT ACTION	US	14/815,521	US 20160029596 A1	10,413,794	HEEL-O-MATIC, INC.	07/31/2015	09/17/2019	12/29/2035	ISSUED
ROPING DUMMY WITH WASHOUT SIMULATION AND NECK PIVOT ACTION	US	16/571,705	US 2020-000896 A1	11,317,606	HEEL-O-MATIC, INC.	07/31/2015	5/3/2022	07/31/2035	ISSUED



Heel-O-Matic Trademarks  
October 2022

Owner Name	Mark	Country	Application #	File Date	Registration #	Registration Date	Goods / Services	Status
Pro Equine Group, Inc.	BONES	CANADA	1458722	11/11/2009	TMA782,305	11/12/2010	N/A - Rodeo and roping training equipment, namely, simulated animal roping targets for use in practicing roping	REGISTERED
Pro Equine Group, Inc.	BONES	UNITED STATES	77/869,669	11/10/2009	3,892,121	12/21/2010	028 - Rodeo and roping training equipment, namely, a rodeo steer roping practice dummy for use in practicing roping	REGISTERED
Pro Equine Group, Inc.	HEEL-O-MATIC	CANADA	1458759	11/11/2009	782829	11/19/2010	N/A - Rodeo and roping training equipment, namely, mechanized simulated animal roping targets for use in practicing steer roping	REGISTERED
Pro Equine Group, Inc.	HEEL-O-MATIC	MEXICO	1049253	11/23/2009	1157840	11/23/2009	028 - Rodeo and roping training equipment, namely, mechanized simulated animal roping targets for use in practicing steer roping	REGISTERED

Heel-O-Matic Trademarks  
October 2022

Owner Name	Mark	Country	Application #	File Date	Registration #	Registration Date	Goods / Services	Status
Pro Equine Group, Inc.	HEEL-O-MATIC	UNITED STATES	75/743,945	7/6/1999	2,479,032	8/21/2001	007 - rodeo and roping training equipment, namely, mechanized simulated animal roping targets for use in practicing steer roping	REGISTERED
Pro Equine Group, Inc.	HEEL-O-MATIC & Design	CANADA	1458760	11/11/2009	782833	11/19/2010	N/A - Rodeo and roping training equipment, namely, mechanized simulated animal roping targets for use in practicing steer roping	REGISTERED
Pro Equine Group, Inc.	HEEL-O-MATIC & Design	MEXICO	1049259	11/23/2009	1160567	11/23/2009	028 - Rodeo and roping training equipment, namely, mechanized simulated animal roping targets for use in practicing steer roping.	REGISTERED
Pro Equine Group, Inc.	SUPERGOAT	UNITED STATES	78/198,842	12/31/2002	3,356,998	12/18/2007	007 - Rodeo and roping training equipment, namely, mechanized simulated animal roping targets for use in practicing steer roping	REGISTERED