

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERS Equistrian, Inc.		12/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	English Riding Supply, LLC		
Street Address:	4514 Cole Avenue		
Internal Address:	Suite 325		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75205		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3044195	AVALON	
Registration Number:	4424295	CAMELOT	
Registration Number:	4615183	TURN-TWO	
Registration Number:	4656005	ERS	
Serial Number:	86268894	MUDSTER	
Serial Number:	86822574	ZOCKS	
Registration Number:	5144368	MUDSTERS	
Registration Number:	6098539	OVATION	
Registration Number:	5678706	CENTAUR	
Registration Number:	5708147	EQUISTAR	
Registration Number:	5666737	GOT FLIES?	
Registration Number:	5679402	FLY WRAPS	
Registration Number:	5712805	ROMFH	
Serial Number:	88288691	ZOCKS	
Registration Number:	6161221	OVATION	
Registration Number:	6011066	SOCKS THAT ROCK	
Registration Number:	6061690	OV	
Registration Number:	5993982	OV	

OP \$465.00 3044195

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.

Email: trademarks@mcguirewoods.com**Correspondent Name:** Christel Harlacher c/o McGuireWoods LLP**Address Line 1:** 800 East Canal Street**Address Line 4:** Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Christel E. Harlacher
SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	12/09/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of December 31, 2021, by and among ERS Equestrian, Inc., formerly known as, English Riding Supply, Inc., a Delaware corporation (“**Assignor**”), and English Riding Supply, LLC, a Delaware limited liability company (“**Assignee**” and together with Assignor, the “**Parties**”).

RECITALS

WHEREAS, this Agreement is executed and delivered pursuant that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Assignor, Assignee, and the other parties signatory thereto;

WHEREAS, Pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in and to the assets identified on Schedule I attached hereto (the “**Transferred Intellectual Property**”), subject in each case to the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee and Assignee’s successors and assigns all of Assignor’s right, title and interest in and to the Transferred Intellectual Property, including (a) all rights of action accrued thereunder and the ability to otherwise fully and entirely stand in the place of Assignor in all matters related thereto, including all rights to pursue claims for past infringement or misappropriation of the Transferred Intellectual Property and seek damages therefor, and (b) with respect to any: (x) inventions, design rights, or patent rights included or disclosed in the Transferred Intellectual Property, (i) any and all common law rights and registrations and applications therefor, and any renewals, reexams, reissues, and foreign counterparts thereof, and (ii) all other patents and patent applications that directly or indirectly and wholly or partially claim priority thereto or therefrom, or have a common priority claim therewith; and (y) trademarks or trade names in the Transferred Intellectual Property, (i) any and all common law rights and registrations and applications therefor, and any renewals and extensions of registrations for such trademark, and (ii) all goodwill associated therewith or symbolized thereby.

2. Upon Assignee’s reasonable request, Assignor will perform such actions, execute such instruments, and provide such other assistance necessary to perfect Assignee’s rights in and to the Transferred Intellectual Property assigned under this Agreement and, at Assignee’s request, in actions requested by Assignee in order to register, protect, maintain, and enforce such rights.

3. This Agreement shall be binding upon and inure solely to the benefit of Assignor and Assignee and their respective successors and assigns. Assignee may assign this Agreement in whole or in part to any subsequent owner of the Transferred Intellectual Property.

4. Construction and interpretation of this Agreement shall be governed by the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of

Intellectual Property Assignment Agreement


the parties hereto.

5. This Agreement may be executed in multiple counterparts, each of which when executed shall be deemed to be an original but both of which when taken together shall constitute one and the same agreement.

The Parties to this Agreement have caused it to be executed and delivered as of the date first written above.

Assignor:

ERS Equestrian, Inc.

By 
Name: Peter Rolla
Title: President

Assignee:

English Riding Supply, LLC

By _____
Name: Grant Kornman
Title: Authorized Person

[Signature Page to Intellectual Property Assignment Agreement]

The Parties to this Agreement have caused it to be executed and delivered as of the date first written above.

Assignor:

ERS Equestrian, Inc.

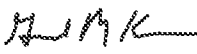
By _____

Name:

Title:

Assignee:

English Riding Supply, LLC

By  _____

Name: Grant Kornman

Title: Authorized Person

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK
REEL: 007913 FRAME: 0468**

SCHEDULE I
Transferred Intellectual Property

(a) Patents and Patent Applications

- 50% Ownership Interest in Fly Wraps and Got Flies – U.S. Patent #5676094

(b) Trademarks and Servicemarks

- See Schedule attached

ENGLISH RIDING SUPPLY (ERS)

TRADEMARK	TYPE	SERIAL # (SN) REGIS # (RN)	FILING DATE (FD) REGIS DATE (RD)	STATUS	SEC 8/15 +	SEC 8/9 ++
AVAILON®	STANDARD CHARACTER	3044195 (RN)	1/24/2005 (FD) 1/17/2006 (RD)	RE-REGISTER ?		
CAMELOT®	STANDARD CHARACTER	4424295 (RN)	10/25/2012 (FD) 10/29/2013 (RD)	REGISTERED	10/29/2018	10/29/2022
TURN-TWO®	STANDARD CHARACTER	4615183 (RN)	11/18/2013 (FD) 9/30/2014 (RD)	REGISTERED	9/30/2019	9/30/2023
ERS® - SEE ♦	STANDARD CHARACTER	4656005 (RN)	5/01/2014 (FD) 12/16/2014 (RD)	REGISTERED	12/16/2019	12/16/2023
MUDSTER™ - SEE ♦	STANDARD CHARACTER	86268894 (SN)	5/01/2014 (FD)	RE-REGISTER ?		
ZOCKS™ - SEE ♦	STANDARD CHARACTER	86822574 (SN)	11/17/2015 (FD)	RE-REGISTER ?		
MUDSTERS® - SEE ♦	STANDARD CHARACTER	5144368 (RN)	11/17/2015 (FD) 2/21/2017 (RD)	REGISTERED	2/21/2022	2/21/2026
OVATION®	STANDARD CHARACTER	6098539 (RN)	4/03/2018 (FD) 7/14/2020 (RD)	REGISTERED	7/14/2025	7/14/2029
CENTAUR®	STANDARD CHARACTER	5678706 (RN)	6/06/2018 (FD) 2/19/2019 (RD)	REGISTERED	2/19/2024	2/19/2028
EQUISTAR®	STANDARD CHARACTER	5708147 (RN)	6/06/2018 (FD) 3/26/2019 (RD)	REGISTERED	3/26/2024	3/26/2028
GOT FLEES?® - SEE *	STANDARD CHARACTER	5666737 (RN)	6/21/2018 (FD) 1/29/2019 (RD)	REGISTERED	1/29/2024	1/29/2028
FLY WRAPS® - SEE *	STANDARD CHARACTER	5679402 (RN)	6/21/2018 (FD) 2/19/2019 (RD)	REGISTERED	2/19/2024	2/19/2028

ENGLISH RIDING SUPPLY (ERS)

TRADEMARK	TYPE	SERIAL # (SN) REGIS # (RN)	FILING DATE (FD) REGIS DATE (RD)	STATUS	SEC 8/15 †	SEC 8/9 ††
ROMFH® - SEE **	STYLIZED	5712805 (RN)	6/21/2018 [FD] 4/02/2019 (RD)	REGISTERED	4/2/2024	4/2/2028
ZOCKS™	STYLIZED	88288691 (SN)	2/04/2019 (FD)	SUSPENDED		
OVATION®	STYLIZED	6161221 (RN)	2/04/2019 (FD) 9/29/2020 (RD)	REGISTERED	9/29/2025	9/29/2029
SOCKS THAT ROCK®	STANDARD CHARACTER	6011066 (RN)	2/04/2019 (FD) 3/17/2020 (RD)	REGISTERED	3/17/2025	3/17/2029
OV®	STYLIZED	6061690 (RN)	2/04/2019 (FD) 5/26/2020 (RD)	REGISTERED	5/26/2025	5/26/2029
OV® (HORSE HEAD)	STYLIZED	5993982 (RN)	2/05/2019 (FD) 2/25/2020 (RD)	REGISTERED	2/25/2025	2/25/2029

† Between the 5th and 6th year from the date of the trademark's registration, a Section 8 Declaration of Use must be filed with the Trademark Office in order to prevent the cancellation of the trademark registration. A Section 15 Declaration of Incontestability should also be filed at this time.

†† Between the 9th and 10th year from the date of the trademark's registration, a Section 8 Declaration of Use and a Section 9 Application for Renewal must be filed with the Trademark Office in order to prevent the cancellation of the trademark registration.

♦ These particular trademarks were applied for and/or registered by ERS Corporation, and not English Riding Supply.

* The owners of the "GOT FLIES?" and "FLY WRAPS" registered trademarks are: English Riding Supply; and Beverly J. Gun-Munro.

** The owners of the "ROMFH" registered trademark are: English Riding Supply; and Laura F. Romfh.