

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: \_\_\_\_\_  
 Street Address: 4455 East Camelback 215A  
 City: Phoenix State: AZ Zip: 85018

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

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

Execution Date: October 17, 2002

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

A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_

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

Additional number(s) attached  Yes  No

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

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

9. Signature.

12-5-02

AM 7:36

FBI/INTELLIGENCE SECTION

December 5, 2002

DO NOT USE THIS SPACE

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

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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.  
EID #86-0919927

Chapter 11  
Case No. B-02-12914-ECF-RTB  
Case No. B-02-12915-ECF-RTB  
JOINTLY ADMINISTERED

In re:  
PINNACLE RODEO, L.L.C.,  
Debtor.  
EID #86-0919926

JUDGMENT RE: HIRSCH STAY  
RELIEF AND RAWHIDE SALE

WESTERN TOWN, L.L.C. AND HIRSCH  
INVESTMENT CO., L.L.C.,  
Movants,  
v.  
PINNACLE RAWHIDE, L.L.C.,  
Respondent.

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.

DATED: 10/17/02  
  
UNITED STATES BANKRUPTCY COURT  
DISTRICT OF ARIZONA  
KEVIN E. O'BRIEN, CLERK

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.  
24  
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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