

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446808

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900420273		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JSN Marketing, Inc.		06/05/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Montana Silversmiths, Inc.		
<b>Street Address:</b>	#1 Sterling Lane		
<b>City:</b>	Columbus		
<b>State/Country:</b>	MONTANA		
<b>Postal Code:</b>	59019		
<b>Entity Type:</b>	Corporation: MONTANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3489313	COWBOYS OF FAITH	
<b>Registration Number:</b>	3932847	COWGIRLS OF FAITH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4062487889		
<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>	4062487731		
<b>Email:</b>	jeff.sorenson@moultonbellingham.com		
<b>Correspondent Name:</b>	Jeff Sorenson, Moulton Bellingham PC		
<b>Address Line 1:</b>	27 N 27th St., Suite 1900		
<b>Address Line 4:</b>	Billings, MONTANA 59103		
<b>NAME OF SUBMITTER:</b>	Jeff Sorenson		
<b>SIGNATURE:</b>	/jgs/		
<b>DATE SIGNED:</b>	10/11/2017		
<b>Total Attachments: 1</b> source=Notice#page1.tif			

## Agreement to Purchase Marks

THIS AGREEMENT made as of June 1, 2017 between JSN MARKETING, INC., of PO Box 230461, New York, NY 10023 (the "Seller") and MONTANA SILVERSMITHS, INC., of PO Box 839, Columbus, MT 59019 (the "Buyer").

### WHEREAS:

- A. The Seller is engaged in the business of selling ornaments of precious metal, and in connection therewith, has established substantial goodwill in connection with such business and the trademarks "Cowboys of Faith" and "Cowgirls of Faith";
- B. The Seller owns certain proprietary rights in and to the trademarks "Cowboys of Faith" and "Cowgirls of Faith" and their associated goodwill and other related intangible rights (collectively the "Marks") as listed in EXHIBIT A;
- C. The Buyer desires to purchase the Marks from the Seller and the Seller desires to sell the Marks to the Buyer for exclusive use on certain product categories, including jewelry, buckles and gift accessories ("Specified Goods") listed in EXHIBIT B based on the terms and conditions set forth below;

NOW THEREFORE in consideration of the recitals, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. Transfer to Rights in Marks

The Buyer hereby purchases from the Seller, and the Seller hereby sells, transfers, assigns and conveys to the Buyer all of the Seller's right, title and interest in and to the Marks for use in the Specified Goods.

#### 2. Purchase Price

The purchase price payable by the Buyer to the Seller for the Marks shall be \$10,000.00, which shall be payable in cash or by bank draft concurrently with the execution of this Agreement.

#### 3. Representations and Warranties

With respect to the Marks, Seller specifically represents and warrants as follows:

- a) Exhibit A contains a correct and summary description of each of the Marks;
- b) There are no license or other agreements with respect to the Marks;
- c) Seller has, and Buyer shall have upon execution of the Assignment contemplated hereunder, the right to use the Marks in connection with the goods or services identified in the respective registrations or application;
- d) Seller has good and marketable title to the Marks, free and clear of all options, defenses, liens, charges, security interests, covenants, conditions, agreements, restrictions and other encumbrances;
- e) There are no restrictions on the transfer of the Marks and Seller is not aware of any restrictions on the use of the Marks;



- f) No challenges, proceedings or infringement or other suits have been filed and served on Seller and Seller is unaware of any existing or threatened actions with respect to the Trademarks;
- g) No person or party has a right to receive a royalty or any other type of fee or payment with respect to the Marks or any use thereof;
- h) Seller is not aware of any claims of infringement or other violations relating to the Marks, and, to the best of its knowledge, no other person or party is infringing upon any trademark or intellectual property right of Seller with respect to the Marks;
- i) Seller is not aware of any violations of any applicable laws and regulations concerning its use and registration of the Marks in the United States and, to the best of its knowledge, has taken no action nor omitted to take any action such as would invalidate or render unenforceable any of the Marks.

Furthermore, Seller will indemnify, defend and hold harmless Buyer, its affiliated and related companies and their directors, officers, employees or agents, from and against all finally adjudicated claims, liabilities, losses, costs, deficiencies or expenses, including reasonable attorneys' fees, interest, costs and penalties in connection therewith, arising from: (i) the breach of any agreement, covenant, representation, warranty or other obligation of Seller made or incurred under or pursuant to this Agreement or any document delivered or executed by any party pursuant hereto, or any facts or circumstances constituting such a breach, and/or (ii) the conduct of Seller's business in the use of the Marks at any time prior to the date of this Agreement.

#### 4. Covenants by Seller

The Seller covenants and agrees as follows:

- a) That the Seller shall forthwith discontinue the use of the Marks, all labels and associated marks on Specified Goods;
- b) That the Seller shall forthwith discontinue the use any name, label or trademark confusingly similar to the Marks on Specified Goods; and
- c) That concurrently with the execution of this Agreement the Seller shall withdraw, or at the request of the Buyer, assign to the Buyer, at the Buyer's expense, any and all registrations, filings or other recordings of the Marks for the Specified Goods. Seller agrees to execute any further reasonable documents and instruments that may, from time to time, be required to carry out the transactions contemplated by this Agreement, including the transfer of the Marks to Buyer, and/or the recording of an assignment with the United States Patent and Trademark Office.

#### 5. Relationship

This Agreement does not constitute the Buyer as a partner, joint venturer, agent or legal representative with or of the Seller for any purpose whatsoever. Neither party is granted any

**EXHIBIT A – COWBOYS OF FAITH & COWGIRLS OF FAITH MARKS**

**COWBOYS OF FAITH**

**COWGIRLS OF FAITH**

Trademarks	
Registration Number	Word Mark
3489313	Cowboys of Faith
3932847	Cowgirls of Faith

**EXHIBIT B – PRODUCT CATEGORIES**

**COWBOYS OF FAITH**

Ornaments of precious metal for belts in the nature of belt buckles, belt loops, belt tips, belt disks, and belt name plates; ornaments of precious metal for shirts and jackets in the nature of collar tips, collar clips, lapel pins, button covers and zippers; jewelry in the nature of necklaces, pendants, chokers, chains, monogram pins, ornamental pins, earrings, bracelets, charms, rings, tie tacks, tie clips; watches; watch bands; metal jewelry ornaments for attachment to jeans; neckties ornamented with precious metal; non monetary coins; cuff links; ornaments of precious metal for attachment to boots in the nature of toe tips, heel plates, caps, heel caps, and kiltie plates; goods made wholly or partially of precious metal, namely, bolo tie tips and slides, tassel ties, zipper pulls, snuff can lids, business card holders, luggage tags, key chains, key fobs, key chains with attached clips for attachment to pockets, key rings, money clips, trophy plates, plaques, trophy cups, trim for halters, bridles, saddles and saddlery, barrettes, hair clips, mirrors, picture frames, razors, letter openers, pens, pencils, and bookmarks, divet repair tools and ball spot markers for golfers; ornaments of precious metal for hanging, napkin rings and napkin holders.

**COWGIRLS OF FAITH**

Ornaments of precious metal for belts, namely, belt loops, belt tips, belt discs, and belt name plates; ornaments of precious metal for shirts and jackets in the nature of lapel pins, collar tips, collar clips, and button covers; jewelry in the nature of necklaces, pendants, chokers, chains, monogram pins, ornamental pins, earrings, bracelets, charms, rings, tie tacks, tie clips; watches; watch bands; metal jewelry ornaments for attachment to jeans; non monetary coins; cuff links; ornaments of precious metal for attachment to boots in the nature of toe tips, heel plates, caps, heel caps, and kiltie plates; goods made wholly or partially of precious metal, namely, bolo tie tips and slides, key chains, key fobs, key chains with attached clips for attachment to pockets, key rings, trophy plates, wall plaques, trophy cups; ornaments of precious metal for hanging. Belt buckles of precious metal; zippers of precious metal for shirts and jackets; goods made wholly or partially of precious metal, namely, zipper pulls, barrettes, hair clips.

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right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other or to bind the other in any manner.

**6. Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

**7. Entire Agreement**

This Agreement contains all of the agreements, understandings, representations, conditions, warranties and covenants made between the parties hereto regarding the subject matter hereof, and any and all modifications and amendments hereto must be in writing duly and properly executed by both parties.

**8. Governing Law**


This Agreement shall be governed and interpreted in accordance with the laws of the State of Montana.

**9. Further Assurances**


Each party hereto agrees to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

JSN MARKETING, INC.

  
Name: DANIEL SCHWARZBAUM  
Title: PRES  
Date: 29 MAY 2017

MONTANA SILVERSMITHS INC.

Per:   
Name: Steve Mueller  
Title: CEO  
Date: June 5 2017