

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Buckle, Inc.		01/30/2011	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Buckle Brands, Inc.		
Street Address:	2407 W. 24th St.		
City:	Kearney		
State/Country:	NEBRASKA		
Postal Code:	68845		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3029552	FORTUNE COOKIE	
Registration Number:	2839123	BKE	
Registration Number:	2447957	BKE	
Registration Number:	1733841	THE BUCKLE	
Registration Number:	2444470	BUCKLE	
Registration Number:	2683902	RECLAIM	
Registration Number:	2378202	RECLAIM	
Registration Number:	2348237	BUCKLE	
Registration Number:	3458124	B	
Registration Number:	3407818	B	
Registration Number:	3563028	BUCKLE	
Registration Number:	3752333	BKE BOUTIQUE	
Registration Number:	3752278	BKE	
Registration Number:	3752011	DAYTRIP	

CH \$440.00 3029552

Serial Number:	77938075	GIMMICKS
Serial Number:	85017352	DAYTRIP
Serial Number:	85055158	RECLAIM

CORRESPONDENCE DATA

Fax Number: (816)983-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 816-983-8000
Email: pto-kc@huschblackwell.com
Correspondent Name: Wade Kerrigan
Address Line 1: 4801 Main Street, Suite 1000
Address Line 4: Kansas City, MISSOURI 64112

NAME OF SUBMITTER:	Wade Kerrigan
Signature:	/Wade Kerrigan/
Date:	04/06/2011

Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is entered into effective as of this 30th day of January, 2011 (the "Effective Date") by and between The Buckle, Inc., a Nebraska corporation (the "Assignor") and Buckle Brands, Inc., a Nebraska corporation (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Assignor owns the rights in certain Intellectual Property (as defined below) set forth on Exhibit A hereto; and

WHEREAS, Assignor desires to convey, and Assignee desires to receive, all of Assignor's right, title, and interest in and to the Intellectual Property set forth on Exhibit A hereto both in the United States and worldwide.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **DEFINITION.** For purposes of this Agreement, "Intellectual Property" shall mean all intellectual property rights, whether protected, created or arising under the laws of the United States or any other jurisdiction throughout the world, including but not limited to, any and all:

- (a) copyrights (registered and unregistered), works of authorship, computer software (including source code, executable code, databases and related documentation), advertising and marketing materials, mask works and all applications for registration, registrations and renewals in connection with any of the foregoing (collectively, "Copyrights"); and
- (b) trade names, trademarks, service marks, slogans, logos, designs and other indicia of origin (registered and unregistered), trade dress and similar rights, and all common law rights, applications to register (including intent-to-use applications), registrations, renewals and goodwill associated with any of the foregoing (collectively, "Marks").

2. **ASSIGNMENT OF INTELLECTUAL PROPERTY.** For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee all right, title, and interest of the Assignor in and to all Intellectual Property listed on Exhibit A, including: (a) the right to change, modify, edit, distort, or alter the Copyrights; (b) the right to produce derivative works and/or works incorporating the Copyrights; (c) all reproduction, publishing, display and distribution rights associated with the Copyrights; (d) all moral rights associated with the Copyrights and, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint that Assignor has in the Copyrights, Assignor hereby waives those rights as to Assignee, its successors, licensees and assigns; (e) all goodwill related to or associated with the use of and symbolized by the Marks; (f) the know-how associated with and necessary to control the nature and quality of goods and services offered in connection with the Marks; (g) all causes of action, either in law or in equity, for past, present, or future infringement of the Intellectual Property; and (h) all rights corresponding to any of the foregoing, throughout the world.

3. **FURTHER ASSURANCES.** Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect

the title to the Intellectual Property in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Intellectual Property or the history thereof as may be known to it.

4. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants that (a) it is the sole owner (other than the Assignee) of all right, title, and interest in and to the Intellectual Property, and (b) it has full power and authority to enter into this Agreement and to make the assignment as provided in Section 2.

5. BINDING ON SUCCESSOR AND ASSIGNS. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

ASSIGNOR
THE BUCKLE, INC.:

By: Dennis H. Nelson

Name: Dennis H. Nelson

Title: President and Chief Executive Officer

STATE OF Nebraska)
COUNTY OF Buffalo) ss.

On this 28th day of January, 2011, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared Dennis H. Nelson, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Brianne M. Aldinger
Notary Public

My Commission Expires: February 14, 2011



ASSIGNEE
BUCKLE BRANDS, INC.:

By: Karen B. Rhoads

Name: Karen B. Rhoads

Title: Treasurer, Vice President of Finance and
Chief Financial Officer

EXHIBIT A
INTELLECTUAL PROPERTY

COPYRIGHTS

None.

MARKS

U.S. Trademarks

<u>Mark</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>
FORTUNE COOKIE	Registered	75/942,339	3,029,552
BKE	Registered	76/976,411	2,839,123
BKE	Registered	76/057,201	2,447,957
THE BUCKLE	Registered	74/254,027	1,733,841
BUCKLE (Stylized)	Registered	76/036,355	2,856,206
BUCKLE (Stylized)	Registered	76/036,354	2,444,470
RECLAIM	Registered	75/283,186	2,683,902
RECLAIM	Registered	75/978,825	2,378,202
BUCKLE	Registered	75/568,022	2,348,237
B (Stylized)	Registered	78/948,679	3,458,124
B (Stylized)	Registered	77/011,476	3,407,818
BUCKLE & Design	Registered	77/141,233	3,563,028
BKE BOUTIQUE	Registered	77/841,668	3,752,333
BKE	Registered	77/792,513	3,752,278
DAYTRIP	Registered	77/782,257	3,752,011
GIMMICKS	Allowed (Pending)	77/938,075	
DAYTRIP	Allowed (Pending)	85/017,352	
RECLAIM	Pending	85/055,158	

Foreign Trademarks

<u>Mark</u>	<u>Status</u>	<u>Country</u>	<u>Registration No.</u>
THE BUCKLE	Registered	UNITED KINGDOM	1503895