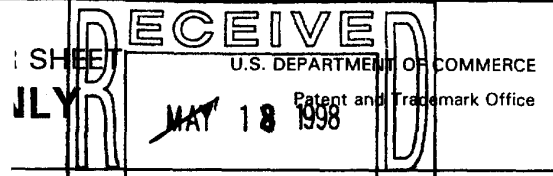


06-29-1998



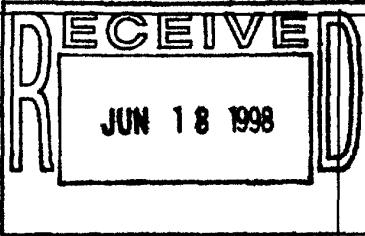
100749032

M.R.D. 6-18-98



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Illah/California, Inc.



2. Name and address of receiving party(ies):

Name: Société Générale, Southwest Agency, as Agent  
Internal Address: 4800 Trammell Crow Center

Street Address: 2001 Ross Avenue

City: Dallas State: TX Zip: 75201

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other French banking corporation

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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: June 15, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

Please see attached Schedule 1

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dewey Gonsoulin

Internal Address: \_\_\_\_\_

Street Address: South Tower Pennzoil Place

711 Louisiana St., Suite 2600

City: Houston State: TX Zip: 77002-2781

6. Total number of applications and registrations involved: \_\_\_\_\_

11

7. Total fee (37 CFR 3.41): ..... \$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

06/25/1998 DNGUYEN 00000202 75310743

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 250.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Keith V. Carls

Name of Person Signing

Signature

June 15, 1998

Date

Total number of pages comprising cover sheet: \_\_\_\_\_

**Schedule 1**

**TRADEMARK REGISTRATIONS  
ILLAH/CALIFORNIA, INC.  
 Hicks/Illah - 52628.0028**

**OWNER OF TRADEMARK NAMES:  
 ILLAH CALIFORNIA, INC. (California corporation)  
 1621 Emerson Avenue  
 Oxnard, CA 93033**

Trademark Name	Registration	Assignments
Banana Bag	Serial #75-310743 - 6/18/97 Federal Status: pending-passed by examiner/active	None
Banana Stand	Serial #75-311079 - 6/18/97 Federal Status: pending-passed by examiner/active	None
Belding-Sports	1511871 - 11/8/88 Federal Status: registered/active	None
Bushwhacker, The	1677766-3/3/92 Federal Status: registered/active	None  Note: Trial and Appeal information: Proceeding #088709 Plaintiff in Opposition; Illah California Status: terminated Decision: dismissed without prejudice 6/97
Bushwhacker II	None found in Lexis-Nexis search	
Classic Bushwhacker	None found in Lexis-Nexis search	

Equator	74-454965 - 11/8/93 Federal abandoned - no statement of use/inactive	None
Fore X Fore	1895203 - 5/23/95 Federal Status: registered/active	None
Outta' Bounds	74-455044 - 11/8/93 Federal Status: abandoned/inactive	None
Passport	1677765 - 3/3/92 Federal Status: registered/active	None
Shokstrap	1997356 - 8/27/96 Federal Status: registered/active	None

## TRADEMARK SECURITY AGREEMENT

This Security Agreement dated as of June 15, 1998 ("Trademark Security Agreement") is made by Illah/California, Inc., a California corporation ("Grantor"), having an address at 1621 Emerson Ave., Oxnard, California 93033, to Société Générale, Southwest Agency, as Agent (the "Secured Party") for the benefit of the Credit Parties (as defined below).

The Grantor owns the trademarks, trademark registrations and trademark applications, and is a party to the trademark licenses listed on Schedule 1 annexed hereto and by this reference incorporated herein.

Pursuant to the terms of the Security Agreement dated as of June 15, 1998, (as the same may be amended and in effect from time to time, the "Security Agreement") of Grantor in favor of Secured Party for the benefit of the Secured Party, the Banks, any Swap Counterparty, the Agent, and the Issuing Bank (as such terms may be defined in the Security Agreement, collectively referred to herein as the "Credit Parties"), Grantor has granted a security interest in the Collateral, as such term is defined in the Security Agreement, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademarks registrations, trademark applications and trademark licenses, and all products and proceeds thereof, set forth on Schedule 1 attached hereto, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Secured Party for the benefit of the Credit Parties a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

- (1) trademarks, trademark registrations and trademark applications, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations, or extensions thereof) and trademark applications, referred to in Schedule 1 annexed hereto; and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto; and

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred tin Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

provided that in no event shall the term "Trademark Collateral" include any asset or property of Grantor which would be rendered void or voidable, or which if included in Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon the Grantor or any of its Subsidiaries as a result of a grant of a security interest in such asset or property.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

ILLAH/CALIFORNIA, INC.

By: 

Name: Keith V. Carls

Title: Vice President & CFO