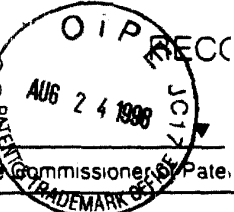


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08-31-1998

IEET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Honorable Commissioner of Patents,

Send original documents or copy thereof

1. Name of conveying party(ies):
 Equibrand Corporation
 1301 Weatherford Highway
 Granbury, TX 76048

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)

Name: NationsCredit Commercial Corporation, as Agent
 Internal Address: _____
 Street Address: One Canterbury Green
 City: Stamford State: CT ZIP: 06901

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Bank

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 _____

Execution Date: 5/12/98

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
See Schedule 1 attached.

Additional numbers attached? Yes No

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

Name: Jackie Lee
 Internal Address: Access Information Services, inc.

 Street Address: 1773 Western Avenue

 City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

08/28/1998 JSHBAZZ 00000052 75028710

DO NOT USE THIS SPACE

01 FC:441 40.00 DP
02 FC:442 175.00 DP

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.

Jackie Lee
Name of Person Signing

Jackie Lee
Signature

5-15-98
Date

Total number of pages including cover sheet, attachments, and document: 9

EQUIBRAND CORPORATION,
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Classic	75-028,710	12/04/95
Classic Greenback	1,908,530	08/01/95
Classic Silver Dollar	1,910,127	08/08/95
Classic Platinum	1,910,126	08/08/95
Classic Classic Gold	1,897,557	06/06/95
Classic MoneyMaker	1,908,529	08/01/95
Classic Equine Collection	1,949,660	01/16/96
Classic Rope, Inc.	1,568,442	11/28/89

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Equibrand Corporation, a Delaware corporation (herein referred to as "**Grantor**"), owns the Trademark and Trademark registration listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, Equibrand Holding Corporation, a Delaware corporation, certain lenders and NationsCredit Commercial Corporation, as agent for such lenders, are parties to a Credit Agreement of even date herewith (as the same may be amended and in effect from time to time among said parties and such lenders (the "**Lenders**") as may from time to time be party thereto, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of the Company Security Agreement dated as of May 12, 1998 (as said Agreement may be amended and in effect from time to time, the "**Company Security Agreement**") between Grantor and NationsCredit Commercial Corporation, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of the Security Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks (as defined in the Company Security Agreement), Trademark registrations, together with any reissues, extensions or renewals thereof, Trademark applications and Trademark Licenses (as defined in the Company Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Financing Documents referred to therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in,

(NY) 09170/080/SA/trade.sec.agt.wpd

TRADEMARK
REEL: 1773 FRAME: 0536

to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark registration, and/or Trademark application referred to in Schedule 1 annexed hereto;

(ii) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed; and

(iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Company Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

Upon the repayment in full of all Secured Obligations (as defined in the Credit Agreement) and the termination of the Commitments under the Credit Agreement, this security interest shall terminate and all rights to the Trademark Collateral shall revert to the Grantor and the Trademark Collateral shall thereupon be released. Upon such termination of this security interest Grantee will, at the expense of Grantor, execute and deliver to the Grantor such documents as Grantor shall reasonably request to evidence the termination of this security interest or the release of such Trademark Collateral, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 12 day of May, 1998.

EQUIBRAND CORPORATION,
a Delaware corporation

By: J. Richard Burton
Name: J. Richard Burton
Title: President

Acknowledged:

NATIONSCREDIT COMMERCIAL
CORPORATION, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 12 day of May, 1998.

EQUIBRAND CORPORATION,
a Delaware corporation

By: _____
Name:
Title:

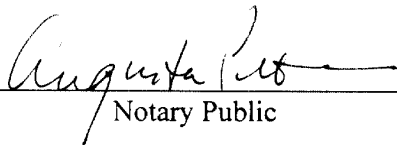
Acknowledged:

NATIONSCREDIT COMMERCIAL
CORPORATION, as Agent

By: _____
Name: *Joseph P. Coyne, Jr.*
Title: *SVP*

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 14 day of May 1998 before me personally came J. RICHARD BURTON, to me personally known and known to me to be the person described in and who executed the foregoing instrument as PRESIDENT of Equibrand Corporation, a Delaware corporation, who being by me duly sworn, did depose and say that he is the PRESIDENT of Equibrand Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

Notary Public, State of New York
My commission expires:

AUGUSTA PETERSON
NOTARY PUBLIC, State of New York
No. 01PE4999442
Qualified in Queens County
Commission Expires July 20, 1998

Pending Trademark Applications

Trademark

Serial Number

N/A

EQUIBRAND CORPORATION,
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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Classic MoneyMaker	1,908,529	08/01/95
Classic Equine Collection	1,949,660	01/16/96
Classic Rope, Inc.	1,568,442	11/28/89

(NY) 09170/080/SA/trade sec.agt.wpd