

AUG 24 1998

08-31-1998

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings = = =

To the Honorable Commissioner of Patents

100810107

checked original documents or copy thereof.

1. Name of conveying party(ies):

USTRC Acquisition Corp.
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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 5/12/98

2. Name and address of receiving party(ies)

NationsCredit Commercial
Name: 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

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

A. Trademark Application No.(s)

See Schedule 1 attached

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: 6

7. Total fee (37 CFR 3.41).....\$ 1165.00

☒ 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 JSHADAZZ 00000051 1896139

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

02 FC:482

125.00 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 SigningJackie Lee
Signature5-15-98
Date

Total number of pages including cover sheet, attachments, and document: 11

Schedule 1

USTRC ACQUISITION CORP.,
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States Team Roping Championships (and design)	1,896,139	May 30, 1995
USTRC	1,844,812	July 12, 1994

Pending Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>
United States Team Roping Championship (Actual Use Trademark Application)	75/256832
USTRC (Actual Use Trademark Application)	75/256831
United States Team Roping Championships (and design) (Intent-to-use Trademark Application)	75/129341
USTRC (Intent-to-Use Trademark Application)	75/129342

SUBSIDIARY GUARANTOR TRADEMARK SECURITY AGREEMENT

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

WHEREAS, USTRC Acquisition Corp., a Delaware corporation (with its successors, including United States Team Roping Championships, Inc., herein referred to as "**Grantor**"), owns the Trademark and Trademark registration listed on Schedule 1 annexed hereto;

WHEREAS, Equibrand Corporation, a Delaware Corporation (the "**Company**") is the sole stockholder of the Grantor;

WHEREAS, the Company, 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 Subsidiary Guarantor Security Agreement dated as of May 12 1998 (as said Agreement may be amended and in effect from time to time, the "**Subsidiary Guarantor 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 Subsidiary Guarantor Security Agreement), Trademark registrations, together with any reissues, extensions or renewals thereof, Trademark applications and Trademark Licenses (as defined in the Subsidiary Guarantor 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, 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.

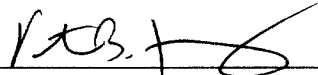
This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Subsidiary Guarantor Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark 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 Subsidiary Guarantor
Trademark Security Agreement to be duly executed by its officer thereunto duly
authorized as of the 12 day of May, 1998.

USTRC ACQUISITION CORP.,
a Delaware corporation

By: 
Name: *Peter B. Franz*
Title: *President*

Acknowledged:

NATIONSCREDIT COMMERCIAL
CORPORATION, as Agent

By: _____
Name:
Title:

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

USTRC ACQUISITION CORP.,
a Delaware corporation

By: _____
Name:
Title:

Acknowledged:

NATIONSCREDIT COMMERCIAL
CORPORATION, as Agent

By: _____
Name: *Joseph P. Lynn*
Title: *SVP*

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

On the 12 day of May 1998 before me personally came Peter B. Frank
_____, to me personally known and known to me to be the person
described in and who executed the foregoing instrument as President
of USTRC Acquisition Corp., a Delaware corporation, who being by me duly
sworn, did depose and say that he is the President of USTRC Acquisition
Corp., 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.

Augusta Peterson
Notary Public

Notary Public, State of New York
My commission expires:

AUGUSTA PETERSON
NOTARY PUBLIC, State of New York
No. 0124999442
Qualified in Queens County
Commission Expires July 20, 1998

USTRC ACQUISITION CORP.,
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States Team Roping Championships (and design)	1,896,139	May 30, 1995
USTRC	1,844,812	July 12, 1994

Pending Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>
United States Team Roping Championship (Actual Use Trademark Application)	75/256832
USTRC (Actual Use Trademark Application)	75/256831
United States Team Roping Championships (and design) (Intent-to-use Trademark Application)	75/129341
USTRC (Intent-to-Use Trademark Application)	75/129342

(NY) 09170/080/SA/subsidiary.trade.sa.wod