

10-29-1998

FORM PTO-1594
1-31-92

RE

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Pat

100862788

and original documents or copy thereof.

a. Name of conveying party(ies): 10-22-98
 Larry's Standard Brand Shoes, Inc.

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

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

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

Name: Wells Fargo Bank, National Association
 Internal Address:
 Street Address: 245 S. Los Robles Avenue, Suite 600
 City: Pasadena State: California ZIP: 91101

Individual(s) citizenship _____
 Association a National Banking Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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: September 25, 1998

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

A. Trademark Application No.(s)
 Additional numbers attached? Yes No

(B. Trademark registration No.(s) 1,353,403; 1,395,004; 1,889,566
1,918,877; 1,918,878; 1,946,026; 2,017,380)

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

Name: James J. Murphy
 Internal Address: WINSTEAD SECHREST & MINICK P.C.
 Street Address: 1201 Elm Street, Suite 5400
 City: Dallas State: Texas ZIP: 75270

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00

Enclosed
 Any additional amounts authorized to be charged to deposit account

8. Deposit account number: 23-2426
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Viola M.L. Ange October 21, 1998
 Name of Person Signing Signature Date

Total number of pages including cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

CERTIFICATE OF EXPRESS MAILING
 I hereby certify that this correspondence is being deposited with the United States Postal Service, with sufficient postage as "Express Mail Post Office to Addressee" service under 37 CFR 1.10, under Express Mail Label No. EM570 616 226US on the date indicated below addressed to the Commissioner of Patents and Trademarks, Box Assignment, Washington, DC 20231.

Dated: 10/21/98 Viola M.L. Ange

TRADEMARK

REEL: 1804 FRAME: 0971

10/27/98 52885 00000010 1353403
 40.00
 150.00

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Larry's Shoes	2,017,380	November 19, 1997
LS	1,889,566	April 18, 1995
Miguel Angel	1,946,026	January 2, 1996
Foster Rainey	1,918,878	September 12, 1995
Mira Vista	1,918,877	September 12, 1995
Lloyd & Martin	1,395,004	May 27, 1986
Larry's	1,353,403	August 6, 1985

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of September 25, 1998, is executed by LARRY'S STANDARD BRAND SHOES, INC., a Texas corporation (the "Debtor"), 3229 Alta Mere, Fort Worth, Texas 76116, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "Lender"), 245 S. Los Robles Avenue, Suite 600, Pasadena, California 91101.

RECITALS:

A. The Debtor and the Lender have entered into that certain Loan Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Loan Agreement").

B. LSG Family Partnership, Ltd. (the "Partnership") and the Lender have entered into that certain Loan Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Partnership Loan Agreement").

C. Pursuant to the Loan Agreement and the Partnership Loan Agreement, the Debtor and the Lender have entered into that certain Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Lender a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, at any time owned by Debtor, including without limitation those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

D. It is a condition precedent to the Lender's obligations under the Loan Agreement and the Partnership Loan Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to, Lender as security for the payment and performance of the Obligations (hereinafter defined), in and to Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby. As used herein, "Obligations" means (a) all present and future Indebtedness (as defined in the Security Agreement)

of the Debtor and the Partnership to the Lender, (b) all obligations of the Debtor to the Lender under the Security Agreement, and (c) all present and future obligations of the Debtor and the Partnership to the Lender of other kinds.

2. At such time as (i) all of the Obligations have been completely paid and performed in full, (ii) all commitments of the Lender to the Debtor under the Loan Agreement or otherwise have terminated, and (iii) all commitments of the Lender to the Partnership under the Partnership Loan Agreement or otherwise have terminated, the Lender shall release its security interest in Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Lender and Debtor. This Assignment shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Lender and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Lender is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

[Remainder of page deliberately left blank.]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

LARRY'S STANDARD BRAND SHOES, INC.

By: Larry Goodwin
Larry Goodwin
Chairman of the Board

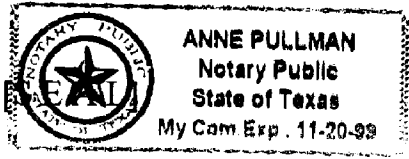
WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: Bruce L. Bell
Bruce L. Bell
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me ANNE PULLMAN on this day personally appeared Larry Goodwin, Chairman of the Board of LARRY'S STANDARD BRAND SHOES, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 24th day of September, 1998.



My Commission Expires:
11/20/99

APullman
Notary Public - State of Texas

ANNE PULLMAN
Printed Name of Notary Public