

02-10-1999

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FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

100962282

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

1. Name of conveying party(ies):

Texas Boot, Inc.



- Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Other

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

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal Address: Suite 1500

Street Address: 11111 Santa Monica Blvd

City: Los Angeles State: CA ZIP: 90025

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State California
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:

g-3-99

- Assignment Merger
[X] Security Agreement Change of Name
Other

Execution Date: 7/15/98

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

A. Trademark Application No.(s)

75/331663

See Schedule I attached hereto

B. Trademark Registration No.(s)

1902190
1886114
1893645 1861892

Additional numbers attached? Yes No

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

Name: Michael L. Perry, LA

Internal Address:

Paul, Hastings, Janofsky & Walker

Suite 2400

Street Address:

600 Peachtree Street NE

City: Atlanta State: GA ZIP: 30308

02/09/1999 DMSUYEH 00000075 75331663

6. Total number of applications and registrations involved:

41

7. Total fee (37 CFR 3.41) \$ 1,040.00

- [X] Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481 40.00 OP
02 FC:482 1000.00 OP

DO NOT USE THIS SPACE

1040E

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.

Michael L. Perry
Name of Person Signing

[Signature]

Signature

1/22/99

Date

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

29

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK REEL: 1854 FRAME: 0288



SCHEDULE I

TRADEMARK REGISTRATION NUMBERS

Genesco Brands (Current Trademarks)

1872558
2043798
1251177
1751334
1495199
1654968

Texas Boot, Inc. Brands (Active Trademarks)

1951425 1597608
1690276 1280781
1882281 964732
1923763 822175
1825204 1440013
1060356

Boot Country Retail (Current Trademarks)

1508609
2162333
2034590

Genesco (Trade Names)

1644686

Genesco Brands

(Trademarks Not Currently In Use)

1769020
971920
[1852775]
[2056330]
[1722052]
1389154
1376028
1668594

Boot Country Retail (Trade Names)

1901056
2058009

Texas Boot, Inc. (Trade Names)

1691672
1877045
1411864

Boot Country Retail (Service Marks)

VAU 333510
VAU 333509

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 15, 1998, between Texas Boot, Inc., a Delaware corporation (the "Borrower") and Foothill Capital Corporation (the "Lender").

WITNESSETH:

WHEREAS, the Borrower and the Lender are parties to that certain Loan and Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which the Lender has agreed to extend credit to the Borrower from time to time and the Borrower has granted a security interest in all of its assets to the Lender; and

WHEREAS, the Lender has required the Borrower to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Loan Agreement) and (ii) as a condition precedent to any extension of credit under the Loan Agreement;

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

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to the Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the

trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith, and (e) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) the goodwill of the Borrower's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. The Borrower will not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or, to the extent material to the Borrower's business, the rights associated with the Trademarks.

6. New Trademarks. The Borrower represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule 1 include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Borrower, and (b) no Liens, claims or security interests in such Trademarks have been granted by the Borrower to any Person other than the Lender and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, the Borrower shall (i) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Borrower shall give to the Lender written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof. The Borrower hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which are Trademarks under paragraph 4 above or under this paragraph 6 and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

7. Royalties. The Borrower hereby agrees that the use by the Lender of the Trademarks as authorized hereunder in connection with the Lender's exercise of its rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower.

8. Right to Inspect; Further Assignments and Security Interest. The Lender may from time to time hereafter have access to, examine, audit, make copies (at the Borrower's expense) and extracts from and inspect the Borrower's premises and examine the Borrower's books, records and operations relating to the Trademarks. The Borrower agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior and express written consent of the Lender.

9. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Obligations have been paid in full and the Loan Agreement has been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement.

10. Duties of the Borrower. The Borrower shall have the duty, to the extent desirable in the normal conduct of the Borrower's business, to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. The Borrower further agrees (i) not to abandon any Trademark that is material to the Borrower's business without the prior written consent of the Lender, and (ii) to use its best efforts to maintain in full force and effect the Trademarks that are or shall be necessary or economically desirable in the operation of the Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by the Borrower. The Lender shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Lender may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Borrower and shall be added to the Obligations secured hereby.

11. The Lender's Right to Sue. From and after the occurrence of an Event of Default, the Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Lender shall commence any such suit, the Borrower shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this paragraph 11 (including, without limitation, fees and expenses of attorneys and paralegals for the Lender).

12. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement shall not

waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Borrower and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender and directed to the Borrower specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies. (a) The Borrower hereby irrevocably designates, constitutes and appoints the Lender (and all officers and agents of the Lender designated by the Lender in its sole and absolute discretion) as the Borrower's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in the Borrower's or the Lender's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Lender in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Lender reasonably deems in its best interest for the payment of the Obligations. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Lender to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks, the Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be

necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. The Borrower agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least five days, if such notice is given by facsimile or eight days, if such notice is given by mail, before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of each of the Lender and its nominees, successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver or a trustee of the Borrower; provided, however, that the Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia without reference to the conflicts or choice of law principles thereof.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

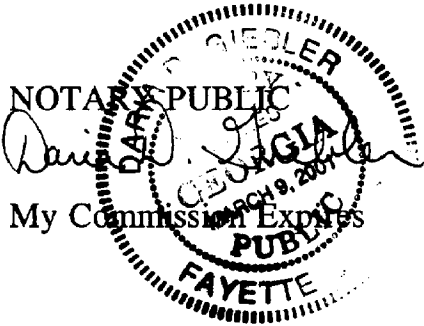
21. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of the Borrower and the Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Borrower and the Lender.

22. Effectiveness. This Agreement shall become effective on the Closing Date.

[Remainder of this page intentionally left blank]

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

Sworn to and subscribed before me this 15th day of July, 1998



TEXAS BOOT, INC.

By: Bill Whittod
Its: President

Accepted and agreed to as of the day and year first above written.

Sworn to and subscribed before me this 15th day of July, 1998



FOOTHILL CAPITAL CORPORATION

By: Amy Glasrud
Its: AVP

Accepted and agreed to as of the day and year first above written.

SCHEDULE 1

Current Trademarks

Genesco Brands

MK LAREDO & DESIGN (CACTUS)
CTY United States
GD Belts
CL 25
SN 74/358614
RN 1902190
RD 27 JUN 95
REN 27 JUN 05

MK LAREDO & DESIGN
CTY United States
GD Apparel and Footwear
CL 25
SN 74/363,806
RN 1886114
RD 28 MAR 95
REN 28 MAR 05

MK LAREDO
CTY United States
GD Belts
CL 25
SN 74/358,612
RN 1893645
RD 09 MAY 95
REN 09 MAY 05

MK LAREDO
CTY France
CL 25
SN 197464
RN 1581636
RD 22 MAR 90
REN 22 MAR 00

MK LAREDO
CTY Peru
GD Clothing, including boots, shoes and
slippers and all other goods in Class
25
CL 25
SN 222102
RN 155529
RD 15 JUL 94
REN 15 JUL 04

MK BOOT FACTORY
CTY United States
GD Wearing Apparel, Namely T-Shirts &
Socks
CL 25
SN 74-467,555
RN 1861892
RD 08 NOV 94
REN 08 NOV 04

MK CODE WEST
CTY Italy
GD Clothing, Bootwear, Headgear
CL 25
SN RM 92 C00 3297
RN 643992
RD 20 AUG 92
REN 20 AUG 02

MK CODE WEST
CTY South Africa
GD Clothing and footwear, including
shoes,
boots and slippers
CL 25
RN 92/3831
RD 07 MAY 92
REN 07 MAY 02

MK LAREDO
CTY South Africa
GD Clothing and footwear, including
shoes,
boots and slippers
CL 25
RN 92/3832
RD 07 MAY 92
REN 07 MAY 02

MK CODE WEST & DESIGN
CTY United States
GD Footwear and clothing, mainly shoes,
boots, shirts and jackets
CL 25
SN 74-427,110
RN 1872558
RD 10 JAN 95
FU 00 UNK 88
REN 10 JAN 05

MK PERFORMAIR
CTY United States
GD Shoes and Boots
CL 25
SN 75-105,538
RN 2043798
RD 11 MAR 97
REN 11 MAR 07

MK LAREDO & DESIGN
CTY China
GD Footwear and clothing
CL 25
RN 961373
RD 14 MAR 97
REN 13 MAR 07

MK CODE WEST
CTY Chile
GD All articles included in class 25
CL 25
RN 320508

RD 16 OCT 96
REN 16 OCT 06

MK CODE WEST & DESIGN
CTY Korea
GD Footwear
CL 27
RN 362254
RD 17 MAY 97
REN 16 MAY 07

MK LAREDO & DESIGN
CTY Hong Kong
GD Footwear
CL 25
RN B04555/1997
RD 26 JUN 95
REN 26 JUN 02

MK LAREDO & DESIGN
CTY United States
GD Men's Boots
CL 25
RN 1251177
RD 13 SEP 83
REN 13 SEP 03

MK LAREDO
CTY Chile
GD Boots for Men and Women
CL 25
RN 377345

RD 07 JUL 81
REN 05 NOV 01

MK LAREDO
CTY Japan
GD Footwear (excluding special shoes for
athletic use), umbrella and parasol,
cane, their parts and accessories
CL 22
RN 1614438
RD 29 SEP 83
REN 29 SEP 03

MK LAREDO
CTY Australia
GD Boots for men, women and children
CL 25
SN 354589
RN B462028
RD 20 MAR 87
REN 20 MAR 08

MK CIMARRON
CTY United States
GD Boots and Shoes
CL 25
SN 73800117
RN 1751334
RD 09 FEB 93
REN 09 FEB 03

MK LAREDO
CTY Taiwan
GD Boots
CL 48
RN 379659
RD 16 OCT 87
REN 15 OCT 97

MK LAREDO
CTY Greece
GD Boots
CL 25
RN 86801
RD 22 SEP 87
REN 22 SEP 07

MK CODE WEST
CTY United States
GD Shoes & Boots
CL 25
RN 1495199
RD 05 JUL 88
REN 05 JUL 88

MK CODE WEST
CTY Taiwan
GD Boots
CL 41
SN (77) 07581
RN 414344
RD 16 SEP 88
REN 15 SEP 98

MK CODE WEST
CTY Mexico
GD Shoes & Boots
CL 25
RN 354883
RD 07 NOV 88
REN 21 APR 03

MK CODE WEST
CTY Brazil
GD Boots
CL 25
SN 73/693336
RN 814067859
RD 20 MAR 90
REN 20 MAR 90

MK LAREDO
CTY Taiwan
GD Clothing
CL 44
RN 382852
RD 16 NOV 87
REN 15 NOV 97

MK CODE WEST
CTY Canada
GD Shoes and boots
RN 380287
RD 22 FEB 91
REN 22 FEB 06

MK LAREDO
CTY Canada
GD Men's Boots
RN 372103
RD 17 AUG 90
REN 17 AUG 05

√ MK CIMARRON
CTY Tennessee
GD Clothing
CL 39
RN None
RD 16 JUN 89
REN 16 JUN 99

MK LAREDO
CTY Mexico
GD Western Boots
CL 25
SN 61242
RN 375370
RD 25 APR 89
REN 25 APR 04

MK LAREDO
CTY Australia
GD Shoes and Boots
CL 25
RN A509,461
RD 26 APR 89
REN 26 APR 06

MK LAREDO
CTY Benelux
GD Footwear
CL 25
RN 464455
RD 20 JUL 89
REN 20 JUL 99

MK CODE WEST
CTY Benelux
GD Footwear
CL 25
RN 464454
RD 20 JUL 89
REN 20 JUN 99

MK CODE WEST
CTY France
GD Footwear
CL 25
RN 1548027
RD 24 AUG 89
REN 24 AUG 99

MK CODE WEST
CTY UNITED STATES
GD Sportswear, namely Jackets & Shirts
CL 25
SN 74-108,162
RN 1654968
RD 27 AUG 91
REN 27 AUG 01

MK LAREDO WESTERN BOOT &
DESIGN
CTY Australia
GD Boots
CL 25
RN B505,626 (Part B)
RD 24 FEB 89
REN 24 FEB 06

Boot Country Retail Trademarks

MK Boot Country & Design
CTY United States
SN/RN 1508609
EXP 11 OCT 08
DBA Boot Country
Boot Country Outlet

MK Scooter's World Tour 1959 & Design
CTY United States
SN/RN 2162333
EXP
DBA Scooter's Boots

MK Scooter's KY 59 World Tour 1959
CTY United States
SN/RN 75/331663
EXP
DBA

MK T.O. PRIDE DRY GOODS
CTY United States
SN/RN 2034590
EXP 28 JAN 07
DBA T.O. Pride Dry Goods

Active Trademark
Inactive as Trade Name

Texas Boot, Inc. Brands

MK BRONCO Stylized Letters
CTY United States
RN 1951425
RD 1/23/96
SN 74-464,133

MK DURABUCK Stylized Letters
CTY United States
RN 1690276
RD 6/02/92
SN 74-176,812

MK EL DORADO
CTY United States
RN 1882281
RD 3/07/95
SN 74-372,741

MK J. CHISHOLM HANDCRAFTED
BOOTS & Design
CTY United States
RN 1923763
RD 10/03/95

SN 74-533,604

MK J. CHISHOLM & Design

CTY United States

RN 1825204

RD 3/08/94

SN 74-134,626

MK MAGIC-FLEX & Design

CTY United States

RN 1060356

RD 3/07/77

SN 73-075,844

MK MAGIC-FLEX & Design

CTY United States

RN 1597608

RD 5/22/90

SN 73-835,350

MK TEXAS BRAND BOOTS & Design

CTY United States

RN 1280781

RD 6/05/84

SN 73-348,905

MK TEXAS BRAND BOOTS

CTY United States

RN 964732

RD 7/24/73

SN 72-424,909

MK TEXAS BRAND BOOTS and
Design

CTY United States

RN 822175
RD 1/10/67
SN 72-246,239

MK THE EL DORADO HANDMADE
BOOT & Design

CTY United States

RN 1440013

RD 5/19/87

SN 73-377-307

MK J. CHISHOLM and Design

ST Kansas

RN n/a

RD 1212/02/94

MK J. CHISHOLM

ST Oklahoma

RN 27017

RD 4/14/91

MK J. CHISHOLM Stylized Letters

ST Texas

RN 44921

RD 5/28/95

MK TEXAS BRAND BOOTS & Star
Design

CTY Austria

RN 93323

RD 3/06/80

MK TEXAS BRAND BOOTS & Star
Design

CTY Benelux

RN 359658
RD 8/14/79

MK J. CHISHOLM & Design
CTY Brazil
RN n/a
RD n/a
SN 818029773, 9/15/94

MK TEXAS BRAND BOOTS & Design
CTY Brazil
RN n/a
RD n/a
SN 818029790, 9/15/94

MK MAGIC-FLEX Design
CTY Canada
RN 237222
RD 11/16/79

MK TEXAS BRAND BOOTS
CTY Canada
RN 239862
RD 2/15/80

MK J. CHISHOLM
CTY China (PRC)
RN 658940
RD 9/21/93

MK TEXAS DEVICE
CTY China (PRC)
RN n/a
RD n/a
SN 93011546, 2/24/93

MK THE EL DORADO Design
CTY China (PRC)
RN 688889
RD 5/7/94

MK TEXAS BRAND BOOTS & Star
Design
CTY Denmark
RN 860/1980
RD 2/8/80

MK TEXAS BRAND BOOTS (Word &
Logo)
CTY France
RN 1528651
RD 8/21/79

MK TEXAS BRAND BOOTS & Star
Design
CTY Germany
RN 1003222
RD 6/9/80

MK TEXAS BRAND BOOTS & Star
Design
CTY Mexico
RN n/a
RD n/a
SN 173353, 7/19/93

MK TEXAS BRAND BOOTS & Star
Design
CTY Norway
RN 108141
RD 4/30/81

MK TEXAS BRAND BOOTS & Star
Design
CTY Sweden
RN 1773556
RD 9/12/80

MK TEXAS BRAND BOOTS & Star
Design
CTY Switzerland
RN 302456
RD 8/16/79

MK TEXAS BRAND BOOTS & Star
Design
CTY Vietnam
RN 9365
RD 3/12/93

Trade Names

Genesco

MK BOOT FACTORY
CTY United States
GD Retail Store Services Specializing in
Western
Style Leather Boots
CL 42 (U.S. 101)
RN 1644686
RD 14 MAY 91
REN 14 MAY 01

MK BOOT FACTORY
CTY Tennessee
GD Retail Store Services in Connection
with

Shoes, Boots and Footwear

CL 101
RN 0
RD 05 JAN 90
REN 05 JAN 00

Boot Country Retail

MK BOOT COUNTRY
CTY United States
SN/RN 1901056
EXP 20 JUN 05
of St 52
DBA Boot Country
Boot Country Outlet

MK SCOOTER'S BOOTS
CTY United States
SN/RN 2058009
EXP
of St 1
DBA Scooter's Boots

Texas Boot, Inc. Trade Names

MK AMERICA'S BOOTMAKER
CTY United States
RN 1691672
RD 06/09/92
SN 74-168,828

MK AMERICA'S BOOTMAKER
CTY United States
RN 1877045
RD 1/31/95

SN 74-457,078

MK AMERICA'S BOOTMAKER
Stylized Letters

CTY United States

RN 1411864

RD 9/30/86

SN 73-544,992

MK AMERICA'S BOOTMAKER
Stylized Letters

ST Tennessee

RN n/a

RD 10/28/93

Trademarks Not Currently In Use

Genesco Brands

MK CODE WEST

CTY United States

GD Retail Store Services in the field of
Apparel and Footwear

CL 42

SN 74-315,798

RN 1769020

RD 04 MAY 93

REN 04 MAY 03

MK CEDAR CREST

CTY United States

GD Shoes and Boots

CL 25

RN 971920

RD 30 OCT 73

REN 30 OCT 03

MK BOOT EZE

CTY United States

GD Shoe Care Products, Namely
Cleaners and
Polishes for Shoes and Boots (Class
3) and
Insoles (Class 25)

CL 3 & 25

RN 74-160,499

SN 1852775

RD 06 SEP 94

REN 06 SEP 04

MK COWBOY LOGO DESIGN

CTY United States

GD Shoes, Boots and Footwear

CL 25

RN 75-021,830

SN 2056330

RD 22 APR 97

REN 22 APR 07

MK LAREDO RACER LACERS

CTY United States

GD Footwear, Namely Shoes & Boots

CL 25

RN 74-126,824

SN 1722052

RD 06 OCT 92

REN 06 OCT 02

MK 421
CTY United States
GD Western Boots
CL 25
RN 1389154
RD 08 APR 86
REN 08 APR 06

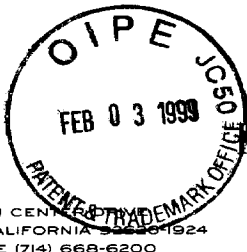
MK TOUGH RIDERS
CTY United States
GD Western Boots
CL 25
RN 1376028
RD 17 DEC 85
REN 17 DEC 05

MK FLYING COWBOY DESIGN
CTY United States
GD Shoes & Boots
CL 25
SN 74-142,216
RN 1668594
RD 17 DEC 91
REN 17 DEC 01

NOTES:

- (a) The "Boot Country" marks are subject to ten license agreements permitting third party distributors to use the marks in the names of their stores.
- (b) The Borrower also holds copyright registrations, covering material that is not currently or expected to be used in its operations, as follows:

<u>Serial / Registration #</u>	<u>Mark</u>	<u>Year Created / Date Registered</u>	<u>Name Doing Business Under</u>
VaU 333510	Scooter's Boots & Records	1995/ 4-26-95	Scooter's Boots
VaU 333509	Scooter's World Tour 1959	1995/ 4-26-95	Scooter's Boots



DS

LAW OFFICES OF
PAUL, HASTINGS, JANOFSKY & WALKER LLP

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SUITE 2400

345 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94104-2635
TELEPHONE (415) 835-1600

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OLD BROAD STREET
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January 22, 1999

WRITER'S DIRECT ACCESS

OUR FILE NO.

(404) 815-2185

26030.88139

**VIA CERTIFIED MAIL /
RETURN RECEIPT REQUESTED**
P 454 750 734

U.S. Patent and Trademark Office
Commissioner of Patents & Trademarks
2800 Crystal Drive
Arlington, Virginia 22202

Attn: Assignment Division

RE: *Foothill / Texas Boot, Inc.*

Dear Sir or Madam:

For the recordation of the grant of security interest in various United States trademark registrations and trademark registration applications, and various trademark assignments, enclosed please find the following documents:

**Recordation #1: Trademark Assignment from
Boot Country USA, Inc. to Texas Boot, Inc.**

- a. Trademark Assignment Cover Sheet, together with merger documentation; and
- b. A check in the amount of \$165.00 for the applicable filing fee.

**Recordation #2: Release of Security Interest in Trademarks from Finova
Capital Corporation to Texas Boot, Inc.**

- a. Trademark Recordation Form Cover Sheet;
- b. Release by Secured Party; and
- c. A check in the amount of \$165.00 for the applicable filing fee.

Recordation #3: **Assignment of Trademarks from
Genesco Inc. to Texas Boot, Inc.**

- a. Trademark Recordation Form Cover Sheet;
- b. Assignment of U.S. Trademarks Agreement; and
- c. A check in the amount of \$490.00 for the applicable filing fee.

Recordation #4: **Assignment of Trademarks from
Genesco Inc. to Texas Boot, Inc.**

- a. Trademark Recordation Form Cover Sheet;
- b. Trademarks Security Agreement; and
- c. A check in the amount of \$1,040.00 for the applicable filing fee.

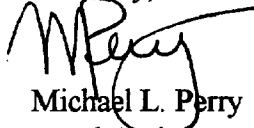
Please record the enclosed Releases of Security Interest in Trademarks and the Trademark Security Agreement in the order specified above, and as indicated on the top of each Recordation Form Cover Sheet.

We request that you charge any deficiencies, or credit any overpayments, to Paul, Hastings, Janofsky & Walker LLP's Deposit Account Number 16-0752.

Do not hesitate to contact me should you have any questions regarding this matter.

Thank you in advance for your assistance.

Sincerely,


Michael L. Perry
Legal Assistant

encls.

cc: Kathleen Currey, Esq.