

3.18.99 M.R.D.

03-23-1999



ATTORNEY DOCKET NO. 121212-1

100992914

To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name and Address of Conveying Party(ies):

Webb Cooley Co., Inc.
5050 Spring Valley Road
Dallas, Texas 75244

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Texas
- Other:
- Additional Name(s) of Conveying Party(ies) Attached

2. Name and Address of Receiving Party(ies):

Bank One Texas, N.A.
1717 Main Street, 3rd Floor
Dallas, Texas 75201

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State:
- Other:
- Additional Name(s) of Receiving Party(ies) Attached
- Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other:

Execution Date: March 5, 1999

4. Application Number(s) or Registration Number(s):

- A. Trademark Application No.(s)
75/604,143
- B. Trademark Registration No.(s)

No Additional Numbers Attached

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Theodore F. Shiells
Gardere & Wynne, L.L.P.
1601 Elm Street, Suite 3000
Dallas, Texas 75201

214-999-4632 - Telephone
214-999-4667 - Facsimile

6. Total Number of Applications and Registrations Involved: 1

7. Total Fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be Charged to Deposit Account
- Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

03/22/1999 BNGUYEN 00000332 75604143

01 FC:481

(40.00 DP)

9. Statement and Signature:

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

Theodore F. Shiells

Theodore F. Shiells, Reg. No. 31,569

Date

March 17, 1999

Certificate of Mailing

I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on:

March 15, 1999

Date

Sherri O. Byrd

Sherri O. Byrd

Mail To: Commissioner of Patents and Trademarks,
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 5

TRADEMARK SECURITY AGREEMENT

WHEREAS, Webb Cooley Co., Inc., a Texas corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Bank One, Texas, N.A. ("Secured Party") are parties to a Loan Agreement dated as of March 5, 1999 (as same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Secured Party; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 5, 1999 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Secured Party (in such capacity, "Grantee"), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment and performance of the Secured Obligations (as therein defined);

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 created or acquired:

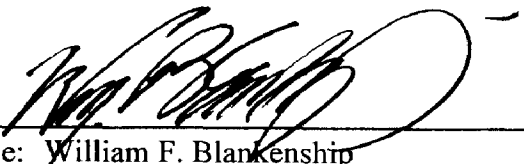
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill 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; 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 registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in 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.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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.

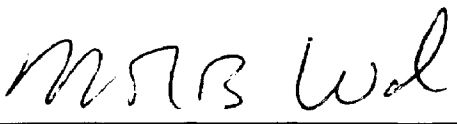
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 5th day of March, 1999.

WEBB COOLEY CO., INC., as Debtor

By: 
Name: William F. Blankenship
Title: President

Acknowledged:

BANK ONE, TEXAS, N.A., as Secured Party

By: 
Name: Mark B. Wade
Title: Vice President

Schedule 1 to
Trademark Security Agreement

UNITED STATES TRADEMARKS

None

TRADEMARK APPLICATIONS

Mark

Application Number

Date Filed

1.	Webb Cooley Company	75/604143	December 3, 1998
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