

11-03-1999

DEPARTMENT OF COMMERCE
Patents and Trademark Office



101158004

prints, or copy thereof.

Tab settings **8-16-99 TRAI**

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying 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 conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other assignment of security interest

Amendment to Trademark Security Agreement
[document recorded reel: 1871, frame: 0637]

2. Name and address of receiving party(ies)

Name: Compass Bank

Internal Address: _____

Street Address: 8080 N. Central Expressway, #250

City: Dallas State: Texas Zip: 75206

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

If foreign to all divisions in the United States, a domestic representative designation is required: Yes No

(Corporations must be a separate entity from assignor/assignee)
Assignor name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75604143

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: William E. Swart

Internal Address: Bell, Nunnally & Martin PLLC
1400 One McKinney Plaza

Street Address: 3232 McKinney Avenue

City: Dallas State: Texas ZIP: 75204

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

8. Deposit account number:

(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.

By: Mark Wade
Name of Person Signing

M. Wade
Signature

8-7-20-99
Date

Its: Vice President

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington D.C. 20221

4 PGS

08/18/1999 MTHA11 00000279 75604143

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40.00 DP

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 Compass Bank ("Secured Party") are parties to a Loan and Security Agreement dated as of April 12, 1999 (as same may be amended and in effect from time to time, the "Loan and Security Agreement"), providing for extensions of credit to be made to Grantor by Secured Party; and

WHEREAS, pursuant to the terms of the Loan and 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, trademark registrations, trademark applications and trademark licenses, 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 Liabilities (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

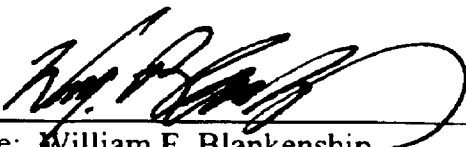
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred 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 Loan and 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 Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

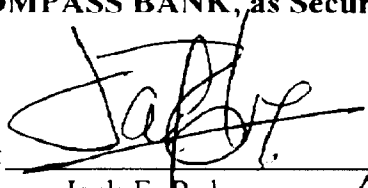
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto effective as of the 12th day of April, 1999.

WEBB COOLEY CO., INC., as Debtor

By: 
Name: William F. Blankenship
Title: President

Acknowledged:

COMPASS BANK, as Secured Party

By:  SVP
Name: Jack F. Roberson
Title: Senior Vice President

FILED PURSUANT TO THE FORM COMMERCIAL CODE

11. CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE. (INSTRUCTION B.11)

1. DEBTOR (IF PERSONAL) LAST NAME Webb Cooley Co., Inc.		FIRST NAME		M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 5050 Spring Valley Road			1D. CITY, STATE Dallas, Texas		1E. ZIP CODE 75244	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME		M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS			2D. CITY, STATE		2E. ZIP CODE	
3. SECURED PARTY (IF PERSONAL) LAST NAME Bank One, Texas, N.A.		FIRST NAME		M.I.		
3A. MAILING ADDRESS 1717 Main Street			3B. CITY, STATE Dallas, Texas		3C. ZIP CODE 75201	
4. ADDITIONAL SECURED PARTY (IF ANY)						
4A. MAILING ADDRESS			4B. CITY, STATE		4C. ZIP CODE	
5. ORIGINAL FINANCING STATEMENT NUMBER 9900044063	5A. ORIGINAL DATE FILED 3/5/99		6. CHECK IF APPLICABLE <input type="checkbox"/>		THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED	
7. A. <input type="checkbox"/> AMENDMENT — THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(A))						
B. <input type="checkbox"/> TOTAL ASSIGNMENT — ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(B))						
C. <input type="checkbox"/> PARTIAL ASSIGNMENT — SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW. (INSTRUCTION B.7(C))						
D. <input type="checkbox"/> CONTINUATION — THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION B.7(D))						
E. <input checked="" type="checkbox"/> TOTAL RELEASE — THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL. (INSTRUCTION B.7(E))						
F. <input type="checkbox"/> PARTIAL RELEASE — THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW. (INSTRUCTION B.7(F))						
G. <input type="checkbox"/> TERMINATION — THE SECURED PARTY(IES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION B.7(G))						

8. SIGNATURE(S) OF DEBTOR(S)

SIGNATURE(S) OF SECURED PARTY(IES) By: *M. B. Webb*
Its: *Vice President*


10. Return copy to:

NAME: Bell, Nunnally & Martin PLLC
ADDRESS: 3232 McKinney Avenue, Suite 1400
CITY: Dallas, Texas 75204-2429
STATE: Attn: William E. Swart
ZIP:

THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)

99-681151
4/22/99 8:00 AM
Texas Secretary of State

FILED



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