

11-30-2000



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11.13.00*

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

11/30/2000 MTRH11 00000058 76016060

40.00 DP
300.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002191 FRAME: 0315

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="76016060"/>	<input type="text" value="76021433"/>	<input type="text" value="76021434"/>	<input type="text" value="1099646"/>	<input type="text" value="1099647"/>	<input type="text" value="1112431"/>
<input type="text" value="76041611"/>	<input type="text" value="76100336"/>	<input type="text" value="76115505"/>	<input type="text" value="1179070"/>	<input type="text" value="1536355"/>	<input type="text" value="2163508"/>
<input type="text" value="76116,555"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Karl M. Zielaznicki, Esq.

November 10, 2000

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

BETWEEN

CORRAL WEST RANCHWEAR, INC., as Borrower

AND

PNC BANK, NATIONAL ASSOCIATION, as Secured Party

This Trademark Security Agreement, made this 30th day of October 2000 (as the same may be supplemented, modified, amended or restated from time to time in the manner provided herein, this "Agreement"), by and between CORRAL WEST RANCHWEAR, INC., a Wyoming corporation with its principal place of business at 4519 Frontier Mall Drive, Cheyenne, Wyoming 82009 (hereinafter the "Borrower"), and PNC BANK, National Association, a bank organized under the laws of the United States with offices located at 2 Tower Center, East Brunswick, New Jersey 08816, and as agent and lender under that Revolving Credit and Security Agreement (as the same may be supplemented, modified, amended or restated from time to time in the manner provided therein, the "Credit Agreement") with Borrowers (as such term is defined in the Credit Agreement) dated as of October 30, 2000 (hereinafter the "Secured Party").

W I T N E S S E T H:

Pursuant to the Credit Agreement, in order to secure all of the Borrower's obligations under the Credit Agreement, the Borrower pledged and granted to the Secured Party a present and continuing lien and security interest in and to (among other things), any and all of the Borrower's present and future Trademarks (as hereinafter defined).

The Borrower and the Secured Party have entered into this Agreement and the Borrower has signed a Special Power of Attorney, which is attached hereto as Schedule B, in order to confirm the liens and security interests granted in such collateral and to permit the recordation of this Agreement and those liens and security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Borrower, the Borrower hereby pledges, assigns, conveys, transfers, delivers and confirms to the Secured Party, and grants to the Secured Party, a present and continuing lien and security interest in and to any and all of the trademarks, trademark registrations and applications of the Borrower including, without limitation, those registrations and applications listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and the goodwill of the business to which each of those trademarks relates, and any and all accounts, contract rights, warranties, litigation claims and rights and other general

intangibles of the Borrower related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as the "Trademarks"). However, the Secured Party has not assumed any of the obligations or other liabilities of the Borrower under or respecting the Trademarks, which remain the sole obligation of the Borrower.

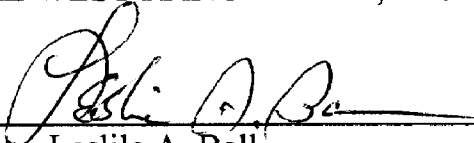
The Borrower hereby authorizes the Secured Party to modify this Agreement (without the signature of the Borrower) by amending Schedule A hereto to include any and all future trademarks, trademark registrations and licenses, which are included as "Trademarks" above and as "Collateral" as defined in the Credit Agreement, whenever acquired or created.

This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Credit Agreement and the Other Documents (as defined in the Credit Agreement). This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Credit Agreement and the Other Documents, and the Secured Party shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of the Secured Party's rights, powers, privileges and remedies with respect to the Trademarks, whether established by this Agreement, the Credit Agreement, the Other Documents or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Secured Party may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Credit Agreement and the Other Documents; and may be terminated, modified, amended or restated only in a document executed by all of the parties hereto (except for amendments signed only by the Secured Party as provided above).

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

CORRAL WEST RANCHWEAR, INC.

By: 
Name: Leslie A. Ball
Title: President

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

STATE OF WYOMING)
) ss.:
COUNTY OF LARAMIE)

On the 30 day of October 2000, before me personally came Leslie A. Ball to me known, who, being by me duly sworn, did depose and say that he is the President of Corral West Ranchwear, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.



Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of October 2000, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of PNC BANK, National Association described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said bank.

Notary Public

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

CORRAL WEST RANCHWEAR, INC.

By: _____
Name: Leslie A. Ball
Title: President

PNC BANK, NATIONAL ASSOCIATION

By: Craig Stillwagon
Name: Craig Stillwagon
Title: Senior Vice President

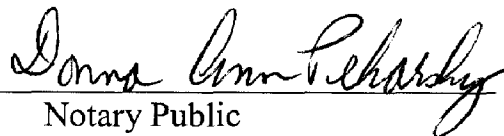
STATE OF WYOMING)
) ss.:
COUNTY OF LARAMIE)

On the ____ day of October 2000, before me personally came Leslie A. Ball to me known, who, being by me duly sworn, did depose and say that he is the President of Corral West Ranchwear, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of October 2000, before me personally came Craig Stillwagon to me known, who, being by me duly sworn, did depose and say that he is the Senior V.P. of PNC BANK, National Association described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said bank.



Notary Public

DONNA ANN PEKARSKY
Notary Public, State of New York
No. 31-4809891
Qualified in New York County 2002
Commission Expires June 30, 2002

SCHEDULE A

1. US Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
RED LODGE TRADING COMPANY SINCE 1951(logo)	2,163,508	6/09/98
MILLER	1,536,355	4/25/89
MILLER STOCKMAN	1,179,070	11/24/81
MILLER (3 stacked in circle)	1,099,646	8/15/78
MILLER (3 stacked)	1,099,647	8/15/78
MILLER WESTERN WEAR	1,112,431	7/17/79

2. US Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Reg. Date</u>
MILLER STOCKMAN	76/100,336	7/31/00
CORRAL WESTERN WEAR	76/041,611	5/04/00
CORRAL WEST WESTERN WEAR (Service Mark)	76/021,434	4/03/00
CORRAL WEST (Service Mark)	76/021,433	4/03/00
CORRAL WEST RANCHWEAR (logo)	76/016,060	Filed 8/18/00
WHAT THE WEST WEARS	76/116,555	Filed 8/18/00
CORRAL WEST RANCHWEAR, INC.	No number assigned	Filed 3/30/00

3. State Trademark Registrations

<u>Mark</u>	<u>State</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Expires</u>
CORRAL WEST RANCHWEAR, INC.	NV	C6846-1990	6/30/95	11/19/05

SPECIAL POWER OF ATTORNEY

STATE OF WYOMING)
) ss.:
COUNTY OF LARAMIE)

KNOW ALL MEN BY THESE PRESENTS, that CORRAL WEST RANCHWEAR, INC., a Wyoming corporation, having an address at 4519 Frontier Mall Drive, Cheyenne, Wyoming 82009 (hereinafter the "Borrower"), pursuant to a Trademark Security Agreement, dated the date hereof (the "Agreement"), hereby constitutes and appoints PNC BANK, National Association, a bank organized and existing under the laws of the United States with its principal business located at 2 Tower Center, East Brunswick, New Jersey 08816 (hereinafter the "Secured Party"), as its true and lawful attorney-in-fact, with full power of substitution, and its full power and authority to perform the following acts on behalf of Borrower (all capitalized terms not defined herein shall have the meanings assigned to them in the Agreement):

1. Assign, sell or otherwise dispose of all right, title and interest in and to the trademarks, trademark registrations and applications of the Borrower listed on Schedule A of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to maintain the trademarks, trademark registrations and applications of the Borrower listed on Schedule A of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, as the Secured Party may in its sole discretion determine to be necessary.

This power of attorney is made pursuant to the Agreement, dated the date hereof, between Borrower and Secured Party (i) is coupled with an interest and (ii) shall be irrevocable for the term of this Agreement and thereafter as long as any obligations shall be outstanding under this Agreement, the Credit Agreement, and the Other Documents.

ATTEST:

CORRAL WEST RANCHWEAR, INC.
a Wyoming corporation

Janet E. Hayes

By: Leslie A. Ball
Name: Leslie A. Ball
Title: President

STATE OF WYOMING)
) ss.:
COUNTY OF LARAMIE)

On the 30th day of October 2000, before me personally came Leslie A. Ball to me known, who, being by me duly sworn, did depose and say that he resides at Cheyenne, WY; that he is the President of Corral West Ranchwear, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Connie R. Thompson
Notary Public