FORM PTO-1594
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06-26-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101760403

To the Honorable Commissioner of Patents and Trad[illegible] [illegible]ginal documents or copy thereof.

1. Name of conveying party(ies):

Big Smith Holdings, Inc.

JUN 18 2001

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- X Corporation-Delaware
- ☐ 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, as Agent

Internal Address:

Street Address: 1445 Ross Avenue, Suite 400, 4th Floor

City: Dallas State TX ZIP: 75202

- ☐ Individual(s) citizenship
- X Association - 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: 6-18-01

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- x Other Security Interest Assignment of Trademarks

Execution Date: June 15, 2001

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

A. Trademark Application No.(s)

B. Trademark registration No.(s) 1435795; 1132744; 1193655; 1122458; 1598702; 1124742; 536357; 1773709; 1853181; 1171354; 437038; 164216; 1026828; 1989407

Additional numbers attached? ☐ Yes ☐ No

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

Name: S. Roxanne Edwards, Esq.

Internal Address:

Street Address: Winstead Sechrest & Minick P.C.

5400 Renaissance Tower, 1201 Elm Street

City: Dallas State: TX ZIP: 75270-2199

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): . . . . . $ 560.00

- ☐ Enclosed
- X 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.

S. Roxanne Edwards — Name of Person Signing

S. Roxanne Edwards — Signature

6/18/01 — Date

Total number of pages comprising cover sheet:

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

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of June 15, 2001, by and between BIG SMITH HOLDINGS, INC., a Delaware corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent ("Agent").

RECITALS:

A. WHC Holding, L.L.C. (the "Borrower"), Walls Holding Company, Inc. ("Holdings"), Walls Industries, Inc., Cleburne, Texas (the "Company"), the subsidiaries of the Company from time to time guarantors thereto, including without limitation, the Debtor (collectively, the "Subsidiary Guarantors"), certain lenders or other financial institutions or entities parties thereto (the "Lenders") and the Agent are parties to that certain Credit Agreement dated as of March 20, 1997 (as the same has been or may be amended, restated or modified from time to time, the "Credit Agreement").

B. Pursuant to the Credit Agreement, Holdings, the Company, the Subsidiary Guarantors and the Agent have entered into that certain Security Agreement dated as of March 20, 1997 (as the same has been or may be amended, restated, supplemented or modified from time to time, the "Security Agreement") pursuant to which the Debtor has granted to the Agent for the benefit of the Agent and the Lenders a lien on and security interest in certain Trademark Collateral described therein, including all trademarks, service marks and trademark service mark registrations and applications, both foreign and domestic at any time owned by the Debtor, including without limitation, those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby, and excluding any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

C. It is a condition to the Agent's and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Agreement 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. Grant of Security Interest. To secure all now existing or hereafter arising Secured Obligations (as defined in the Security Agreement) owing by the Debtor, the Debtor hereby grants to the Agent a security interest in all of Debtor's right, title and interest in and to the Trademark Collateral, including all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and all proceeds of the foregoing.

2. After Acquired Trademark Rights. If the Debtor shall obtain rights to any new Trademark Collateral, the provisions of this Agreement shall automatically apply thereto. The Debtor

shall give prompt notice in writing to the Agent with respect to any such new Trademark Collateral or renewal or extension of any Trademark registration. The Debtor shall bear any expenses incurred in connection with future applications for Trademark registration.

3. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Debtor may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of the Agent. THE AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW. THE DEBTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE AGENT AND THE DEBTOR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE AGENT AND THE DEBTOR SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK, HAVING JURISDICTION UNLESS THE AGENT SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Debtor and the Agent have executed this Agreement by their duly authorized officers as of the date first above written.

DEBTOR:

BIG SMITH HOLDINGS, INC.

By: _____
Name: MICHAEL B. FEARER
Title: CHIEF FINANCIAL OFFICER

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: Reginald M. Goldsmith, III, CFA
Title: Vice President

TRADEMARK
REEL: 002319 FRAME: 0041

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 15TH day of June, 2001, by MICHAEL B. FRAMER, the VICE FINANCIAL OFFICER of BIG SMITH HOLDINGS, INC., a Delaware corporation, on behalf of the corporation.

ANN L. KRESGE
Notary Public, State of Texas
My Commission Expires
December 27, 2004

Ann L. Kresge
Notary Public
In and for the State of _____
My Commission Expires:

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 15TH day of June, 2001, by REGINALD M. GOLDSMITH, III, a VICE PRESIDENT of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent, a national banking association, on behalf of such national association.

ANN L. KRESGE
Notary Public, State of Texas
My Commission Expires
December 27, 2004

Ann L. Kresge
Notary Public
In and for the State of _____
My Commission Expires:

TRADEMARK
REEL: 002319 FRAME: 0042

EXHIBIT A

Trademark Name	Place of Registration	Registration (Application) Number	Registration (Application) Date
Representation of Cowboy Design	United States	1435795	April 7, 1987
"PIKES PEAK"	United States	1132744	April 18, 1980
"SMITTY'S"	United States	1193655	April 13, 1982
"REDROCK" (Stylized)	United States	1122458	July 17, 1979
English Bulldog Design	United States	1598702	May 29, 1990
"NEVER*SAY*DIE*DENIM"	United States	1124742	September 4, 1979
"BUCKAROO" and Design	United States	536357	January 16, 1951
"SMITH MOUNTAIN CLASSICS"	United States	1773709	May 25, 1993
"SMITH MOUNTAIN CLASSICS"	United States	1853181	September 6, 1994
"BIG SMITH" & Shield Design	United States	1171354	September 29, 1981
"BIG SMITH"	United States	437038	March 2, 1948
"BIG SMITH OVERALLS GUARANTEED TO FIT TO WEAR" & Design	United States	164216	February 13, 1923
"ON THE JOB WEAR"	United States	1026828	December 9, 1975
Arrowhead Back Design	United States	1989407	July 30, 1996
"BIG SMITH" with design	Argentina	(2006071)	(October 25, 1995)
"BIG SMITH" with design	Australia	676383	October 27, 1995
"BIG SMITH" with design	Austria	87728	April 10, 1978
"BIG SMITH"	Benelux	345073	October 31, 1977
"BIG SMITH"	Brazil	780378903	August 31, 1982
"BIG SMITH" with design	Canada	475,284	April 28, 1997
"BIG SMITH" with design	China	(950148152)	(November 2, 1995)
"BIG SMITH"	Denmark	VR04170.1977	December 9, 1977
"BIG SMITH"	Finland	200699	June 14, 1996
"BIG SMITH"	France	1520216	March 21, 1989
"BIG SMITH"	France	1091350	March 27, 1989
"BIG SMITH"	France	1001719	November 10, 1976
"BIG SMITH"	Germany	999092	March 11, 1980
"BIG SMITH" with design	Germany	980039	December 21, 1978
"BIG SMITH"	Greece	61228	January 21, 1980
"BIG SMITH" with design	Hong Kong	(13713/95)	(October 30, 1995)

Trademark Name	Place of Registration	Registration (Application) Number	Registration (Application) Date
"BIG SMITH" with design	India	(685223)	(November 1, 1995)
"BIG SMITH"	Ireland	168939	March 1, 1994
"BIG SMITH" with design	Israel	(101510)	(October 26, 1995)
"BIG SMITH"	Italy	370075	October 2, 1985
"BIG SMITH" with design	Italy	364226	August 2, 1985
"BIG SMITH"	Italy	(992872 Milano)	(March 24, 1999)
"BIG SMITH"	Italy	(988001 Milano)	(August 6, 1998)
"BIG SMITH"	Italy	(966680 Milano)	(July 16, 1996)
"BIG SMITH"	Italy	338509	January 28, 1988
"BIG SMITH"	Japan	(05059471)	(June 18, 1993)
"BIG SMITH" with design	Korea	(41908/95)	(November 3, 1995)
"BIG SMITH" with design	Malaysia	(9512330)	(November 17, 1995)
"BIG SMITH" with design	New Zealand	(255110)	(October 25, 1995)
"BIG SMITH"	Norway	174434	June 20, 1996
"BIG SMITH"	Portugal	306930	June 4, 1996
"BIG SMITH" with design	Singapore	(10261/95)	(October 26, 1995)
"BIG SMITH"	Spain	(1940346)	(January 10, 1995)
"BIG SMITH" with design	South Africa	(95/14344)	(October 26, 1995)
"BIG SMITH"	Sweden	160088	July 22, 1977
"BIG SMITH"	Switzerland	P-288496	February 18, 1977
"BIG SMITH" with design	Taiwan	743554	January 1, 1997
"BIG SMITH" with design	UK	1550981	October 19, 1993
"BIG SMITH" with design	Venezuela	(2066995)	(December 21, 1995)