

08-29-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Montana Silversmiths, Inc.

8-23-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 7/12/2002

2. Name and address of receiving party(ies)

Name: Societe Generale, as Agent Internal Address:

Street Address: 1221 Avenue of the Americas

City: New York State: NY Zip: 10020

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

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

A. Trademark Application No.(s) See Schedule 1 attached hereto and made a part hereof

B. Trademark Registration No.(s) See Schedule 1 attached hereto and made a part hereof

Additional number(s) attached Yes No

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

Name: Robert P. Blank, Esq.

Internal Address: Luskin, Stern & Eisler LLP Suite 3400

Street Address: 330 Madison Avenue

City: New York State: NY Zip: 10017

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

08/28/2002 DBYRNE 00000140 1404842

01 FC:48 40.00 GC 02 FC:48 200.00 DF

Robert P. Blank Name of Person Signing

Signature

8/23/02 Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002571 FRAME: 0545

MARK (Note: blank if patent application)	COUNTRY (DKT. NO)	SERIAL NUMBER (REG. NO.)	FILING DATE (REG. DATE) RENEW DATE	CURRENT OWNER OF RECORD	GOODS/TITLE	STATUS
Big Sky Gold	USA	569421 (1404842)	11/20/85 (08/12/86)	Montana Silversmiths	Jewelry and belt buckles of precious metals.	Cancelled
Big Sky Silver	USA	569420 (1404841)	11/20/85 (08/12/86)	Montana Silversmiths	Jewelry and belt buckles of precious metals.	Cancelled
Spinz & Design	USA	011567	12/18/89	Montana Silversmiths	Boot spur	Abandoned
Westimes	USA 21906.109	531907	06/01/94	Montana Silversmiths	Watches.	Abandoned
Real West Collection (21907.24)	USA	734,353	09/26/95	Montana Silversmiths, Inc.	Jewelry	Abandoned
Montana Armor (21907.8)	USA	74/521,515 (1,936,565)	05/09/94 (11/21/95) 11/21/2005	Montana Silversmiths, Inc.	Metal treatment services in the form of a protective coating for metal and saddle bridle trim.	10/11/01 - Revocation and Substituted Power of Attorney to H&H filed. 11/03/2001 - Section 8 accepted and Section 15 acknowledged. 12/6/2001 - Notice of acceptance sent to Marcia Eaton
Mounted Cowboy Design (21907.23)	USA	74/574,106 (1,954,442)	09/15/94 (02/06/96) 2/6/2006	Montana Silversmiths, Inc.	Jewelry	10/01/01 - Revocation and Substituted Power of Attorney to H&H filed. 11/05/01 - Section 8 & 15 refused. 3/22/02 - Amendment to Registration Pursuant to Section 7(H) (to correct state of incorporation on registration) filed.

1,404,842

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DESIGNATION OF DOMESTIC REPRESENTATIVE

Robert P. Blank and Luskin, Stern & Eisler LLP, whose postal address is 330 Madison Avenue, New York, New York 10017, are hereby designated as Societe Generale's representative upon whom notice or process in proceedings affecting the marks may be served.

SOCIETE GENERALE,

By:


R. Wayne Hutton

Dated: August 23, 2002

TRADEMARK SECURITY AGREEMENT

WHEREAS, Montana Silversmiths, Inc., a Delaware corporation (“Grantor”) owns the Trademarks (as defined below), Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Arena Brands, Inc., a Delaware corporation (“Borrower”), Arena Brands Holding Corporation, a Delaware corporation, certain lenders parties thereto (“Lenders”) and Societe Generale, as Agent (“Agent”) are parties to a Third Amended and Restated Credit Agreement dated as of June 25, 2002 (as the same may be further amended and restated or as otherwise modified or supplemented from time to time, the “Credit Agreement”), providing for extensions of credit to be made to Borrower by Agent, Lenders and certain other financial institutions that become Lenders pursuant to assignments under subsection 9.1 of the Credit Agreement; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of June 25, 2002 (as said Agreement may be further amended and restated or as otherwise modified or supplemented from time to time, the “Security Agreement”), among Grantor, certain other grantors and Agent (Agent, in such capacity, “Grantee”), Grantor has granted to Grantee for the benefit of Lenders 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, trade names, service marks, service names, domain names, logos, royalties and goodwill related thereto (collectively, the “Trademarks”) and all registrations, applications and licenses thereof or related thereto, and all proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, in order to secure the Obligations and for other 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 and Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to on 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 on Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to on Schedule 1 annexed hereto 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 12th day of July, 2002.

MONTANA SILVERSMITHS, INC.

By: Thomas A Hough
Name: Thomas A. Hough
Title: Chief Financial Officer

Acknowledged:

SOCIETE GENERALE, as Agent

By: R Wayne Hutton
Name: _____
Title: **R. WAYNE HUTTON**
Director
Corporate Banking

SCHEDULE 1

**Montana Silversmiths, Inc.
Trademarks, Trademark Registrations, Trademark Applications
Attached Hereto**