

09-16-2002

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

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U.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): Texas Boot, Inc.

9-10-02

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

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

2. Name and address of receiving party(ies)

Name: Sunrock Capital Corp. Internal Address: Street Address: 119 S. Main Street, Suite 700 City: Memphis State: TN Zip: 38103

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

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 5, 2002

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

A. Trademark Application No.(s) n/a

B. Trademark Registration No.(s) See attached Exhibit A.

Additional number(s) attached Yes No

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

Name: Mary Aronov, Esq.

Internal Address:

Baker, Donelson, Bearman & Caldwell

Street Address: 165 Madison Avenue, Suite 2000

City: Memphis State: TN Zip: 38103

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 3.41): \$ 890.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

08-1629

FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Mary Aronov, Esq. Name of Person Signing

Mary Aronov Signature

September 5, 2002 Date

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

25

09/13/2002 TDI AZ1 00000171 1886114

01 FC:481 40.00 OP 02 FC:482 850.00 OP

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

TRADEMARK REEL: 002581 FRAME: 0512

EXHIBIT A

Trademark Registration Numbers

REGISTRATION NUMBER	TRADEMARK
1,886,114	LAREDO & DESIGN
1,251,177	LAREDO
2,043,798	PERFORMAIR
1,495,199	CODE WEST
1,769,020	CODE WEST
1,923,763	J. CHISHOLM HANDCRAFTED BOOTS
1,825,204	J. CHISHOLM & DESIGN
1,280,781	TEXAS BRAND BOOTS & DESIGN
964,732	TEXAS BRAND BOOTS
822,175	TEXAS BRAND BOOTS & DESIGN
1,951,425	BRONCO (STYLIZED LETTERS)
971,920	CEDAR CREST
1,751,334	CIMARRON
1,901,056	BOOT COUNTRY
1,508,609	BOOT COUNTRY
1,644,686	BOOT FACTORY
1,882,281	EL DORADO
1,691,672	AMERICA'S BOOTMAKER
1,411,864	AMERICA'S BOOTMAKER
2,058,009	SCOOTER'S BOOTS
2,162,333	SCOOTER'S WORLD TOUR 1959 KY-59
2,216,010	SCOOTER'S XY-59 WORLD TOUR 1959

REGISTRATION NUMBER	TRADEMARK
2,034,590	T.O. PRIDE DRY GOODS
1,389,154	421
1,376,028	TOUGH RIDERS
1,668,594	(NO NAME)
1,852,775	BOOT EZE
1,772,052	GENOVESE EXPRESS
1,861,982	FSP
2,056,330	(NO NAME)
1,060,356	MAGIC-FLEX
1,440,013	THE EL DORADO HANDMADE BOOT
1,597,608	MAGIC-FLEX
1,690,276	DURABUCK
1,877,045	AMERICA'S BOOTMAKER

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is entered into as of September 5, 2002 among **TEXAS BOOT, INC.**, a Tennessee corporation (the "Grantor"), and **SUNROCK CAPITAL CORP.**, a Delaware corporation (the "Lender").

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the ("Loan Agreement")), between the Grantor and the Lender, the Lender has agreed to make Loans and upon the terms and subject to the conditions set forth therein; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement and the obligations of the Lender to make its Loans and under the Loan Agreement that the Grantor shall have executed and delivered this Security Agreement to the Lender.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

(b) In addition the following terms shall have the following meanings:

"Secured Obligations": the collective reference to all of the Obligations, now existing or hereafter arising pursuant to the Loan Agreement, owing from the Grantor to the Lender howsoever evidenced, created, incurred or acquired.

"Trademark License": means any agreement, written or oral, providing for the grant by the Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule 1(a) hereto.

"Trademarks": (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule 1(a) hereto, and (b) all renewals thereof.

2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or

otherwise, of the Secured Obligations, the Grantor hereby grants to the Lender a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in and to the personal property of the Grantor, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Collateral") including, without limitation, the following:

- (a) all Trademarks;
- (b) all Trademark Licenses; and
- (c) Proceeds of any and all of the foregoing.

The Grantor and the Lender hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Secured Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment of any Trademarks or Trademark Licenses.

3. Representations and Warranties. The Grantor hereby represents and warrants to the Lender that until such time as the Secured Obligations are satisfied in full:

(a) Trademarks.

(i) Schedule 1(a) and 1(b) hereto includes all Trademarks and Trademark Licenses owned by the Grantor in its own name as of the date hereof.

(ii) To the best of the Grantor's knowledge, each Trademark of the Grantor is valid, subsisting, unexpired, enforceable and has not been abandoned.

(iii) Except as set forth in Schedule 1(a) hereto, none of such Trademarks is the subject of any licensing or franchise agreement.

(iv) No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Trademark.

(v) No action or proceeding is pending seeking to limit, cancel or question the validity of any Trademark, or which, if adversely determined, would have a material adverse effect on the value of any Trademark.

(vi) All applications pertaining to the Trademarks of the Grantor have been duly and properly filed, and all registrations or letters pertaining to such Trademarks have been duly and properly filed and issued, and all of such Trademarks are valid and enforceable.

(vii) The Grantor has not made any assignment or agreement in conflict with the security interest in the Trademarks of the Grantor hereunder, except security interests in favor of Foothill Capital Corporation, which are to be released simultaneously with the execution of this Agreement and as to certain of the Trademarks listed on Schedule 1(b), security interests in favor of Fremont Capital Corporation.

4. **Covenants.** The Grantor covenants that until such time as the Secured Obligations are fully satisfied the Grantor shall:

(a) **Other Liens.** Defend the Trademarks identified on Schedule 1(a), against the claims and demands of all other parties claiming an interest therein, keep the Collateral free from all liens.

(b) **Filing of Financing Statements, Notices, etc.** The Grantor hereby authorizes the Lender to prepare and file such financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as the Lender may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC. The Grantor shall also execute and deliver to the Lender such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Lender may reasonably request) and do all such other things as the Lender may reasonably deem necessary or appropriate (i) to assure to the Lender its security interests hereunder, including with regard to Trademarks, an original of this Security Agreement, and/or a Notice of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office in the form of Schedule 5(a)(i) attached hereto, (ii) to consummate the transactions contemplated hereby and (iii) to otherwise protect and assure the Lender of its rights and interests hereunder. To that end, the Grantor agrees that the Lender may file one or more financing statements disclosing the Lender's security interest in any or all of the Collateral of the Grantor without, to the extent permitted by law, the Grantor's signature thereon, and further the Grantor also hereby irrevocably makes, constitutes and appoints the Lender, its nominee or any other person whom the Lender may designate, as the Grantor's attorney in fact with full power and for the limited purpose to sign in the name of the Grantor any such financing statements, or amendments and supplements to financing statements, renewal financing statements, notices or any similar documents which in the Lender's reasonable discretion would be necessary, appropriate or convenient in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable until the Secured Obligations are fully satisfied. The Grantor hereby agrees that a carbon, photographic or other reproduction of this Security Agreement or any such financing statement is sufficient for filing as a financing statement by the Lender without notice thereof to such Grantor wherever the Lender may in its sole discretion desire to file the same. In the event for any reason the law of any jurisdiction other than Pennsylvania becomes or is applicable to the Collateral of the Grantor or any part thereof, or to any of the Secured Obligations, the Grantor agrees to execute and deliver all such instruments and to do all such other things as the Lender in its sole discretion reasonably deems necessary or appropriate to preserve, protect and enforce the security interests of the Lender under the law of such other jurisdiction (and, if the Grantor shall fail to do so promptly upon the request of the Lender, then the Lender may execute any and all such requested documents on behalf of the Grantor pursuant to the power of attorney granted hereinabove). The Grantor agrees to mark its books and records to reflect the security interest of the Lender in the Collateral.

(c) **Covenants Relating to Trademarks.**

(i) (A) Continue to use each Trademark identified on Schedule 1(a) on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free

from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Lender, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any such Trademark may become invalidated.

(ii) Notify the Lender immediately if it knows, or has reason to know, that any application or registration relating to any Trademark identified on Schedule 1(a) may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding the Grantor's ownership of any Trademark identified on Schedule 1(a) or its right to register the same or to keep and maintain the same.

(iii) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Trademarks identified on Schedule 1(a), including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(iv) Promptly notify the Lender after it learns that any Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Trademark.

(v) Not make any assignment or agreement in conflict with the security interest in the Trademarks of the Grantor hereunder, except under that certain **[DESCRIBE Trademark Purchase Agreement and Escrow Agreement]** between Grantor and McRae, Inc. dated of even date herewith.

(d) New Trademarks. Whenever the Grantor, either by itself or through an agent, employee, licensee or designee, shall file an application for the registration of any Trademark with the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, promptly provide the Lender with (i) a listing of all such applications (together with a listing of the issuance of registrations or letters on present applications), which new applications and issued registrations or letters shall be subject to the terms and conditions hereunder, and (ii) (A) with respect to Trademarks, a duly executed Notice of Security Interest in Trademarks or (B) such other duly executed documents as the Lender may request in a form acceptable to counsel for the Lender and suitable for recording to evidence the security interest in the Trademark which is the subject of such new application.

5. **Events of Default.** The occurrence of an event which under the Loan Agreement would constitute an Event of Default shall be an Event of Default hereunder (an "Event of Default").

6. **Remedies.** This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

7. **Rights of the Lender.**

(a) **Power of Attorney.** In addition to other powers of attorney contained herein, each Grantor hereby designates and appoints the Lender, and each of its designees or agents, as attorney-in-fact of the Grantor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuance of an Event of Default:

(i) to demand, collect, settle, compromise, adjust, give discharges and releases, all as the Lender may reasonably determine;

(ii) to commence and prosecute any actions at any court for the purposes of collecting any Collateral and enforcing any other right in respect thereof;

(iii) to defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Lender may deem reasonably appropriate;

(iv) receive, open and dispose of mail addressed to the Grantor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to the Collateral of the Grantor on behalf of and in the name of the Grantor, or securing, or relating to such Collateral;

(v) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though the Lender were the absolute owner thereof for all purposes;

(vi) adjust and settle claims under any insurance policy relating thereto;

(vii) execute and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security agreements, affidavits, notices and other agreements, instruments and documents that the Lender may determine necessary in order to perfect and maintain the security interests and liens granted in this Security Agreement and in order to fully consummate all of the transactions contemplated therein;

(viii) institute any foreclosure proceedings that the Lender may deem appropriate; and

(ix) do and perform all such other acts and things as the Lender may reasonably deem to be necessary, proper or convenient in connection with the Collateral.

This power of attorney is a power coupled with an interest and shall be irrevocable until such time as the Secured Obligations are satisfied in full. The Lender shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Lender in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Lender shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Lender solely to protect, preserve and realize upon its security interest in the Collateral.

(b) Performance by the Lender of Obligations. If the Grantor fails to perform any agreement or obligation contained herein, the Lender itself may perform, or cause performance of, such agreement or obligation, and the expenses of the Lender incurred in connection therewith shall be payable by the Grantor pursuant to Section 9 hereof.

(c) Assignment by the Lender. The Lender may from time to time assign the Secured Obligations and any portion thereof and/or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of the Lender under this Security Agreement in relation thereto.

8. Application of Proceeds. Upon the occurrence and during the continuance of an Event of Default, any payments in respect of the Secured Obligations and any proceeds of the Collateral, when received by the Lender in cash or its equivalent, will be applied in reduction of the Secured Obligations.

9. Costs of Counsel. At all times hereafter, the Grantor agree to promptly pay upon demand any and all reasonable costs and expenses of the Lender, as required under the Loan Agreement and as necessary to protect the Collateral or to exercise any rights or remedies under this Security Agreement or with respect to any Collateral. All of the foregoing costs and expenses shall constitute Secured Obligations hereunder.

10. Continuing Agreement.

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until such time as the Secured Obligations are satisfied in full. At such time as the Secured Obligations are satisfied in full, this Security Agreement shall be automatically terminated and the Lender shall, upon the request and at the expense of the Grantor, forthwith release all of its liens and security interests hereunder and shall execute and deliver all UCC termination statements and/or other documents reasonably requested by the Grantors evidencing such termination. Notwithstanding the foregoing all releases and indemnities provided hereunder shall survive termination of this Security Agreement.

(b) This Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Lender as a preference,

fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Lender in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations.

11. Successors in Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Grantor, its successors and assigns and shall inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender and its successors and permitted assigns; provided, however, that the Grantor may not assign its rights or delegate its duties hereunder without the prior written consent of the Lender, as required by the Loan Agreement. To the fullest extent permitted by law, the Grantor hereby releases the Lender, and its successors and assigns, from any liability for any act or omission relating to this Security Agreement or the Collateral, except for any liability arising from the gross negligence or willful misconduct of the Lender, or its officers, employees or agents.

12. Notices. All notices required or permitted to be given under this Security Agreement shall be in conformance with the Loan Agreement.

13. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

14. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

15. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial. THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. The terms of Section 11 of the Loan Agreements are incorporated herein by reference, and the parties hereto agree to such terms.

16. Severability. If any provision of any of the Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

17. Other Security. To the extent that any of the Secured Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real property and securities owned by the Grantor), or by a guarantee, endorsement or property of any other Person, then the Lender shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence of any Event of Default, and the Lender has the right, in its sole discretion, to determine which rights, security, liens, security interests or

remedies the Lender shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or any of the Lender's rights or the Secured Obligations under this Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each of the parties hereto has caused a counterpart of this Security Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

TEXAS BOOT, INC.

By: Bill Whitlock
Name: B. I. Whitlock
Title: President

Accepted and agreed to as of the date first above written.

SUNROCK CAPITAL CORP.

By: William F. Lighter
Name: William F. Lighter
Title: Senior Vice President

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned a Notary Public in and for said State and County aforesaid, Bill Whitlock, who acknowledged himself to be the President of **TEXAS BOOT, INC.**, a Tennessee corporation, and as such officer duly authorized and empowered to execute the above instrument for and on behalf of the said corporation for the consideration, uses and purposes therein specified.

WITNESS my hand and Notarial Seal at office this 22 day of August, 2002.

Mary Aronow
Notary Public

My Commission Expires:

7-28-2004

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned a Notary Public in and for said State and County aforesaid, Gene Pashee, who acknowledged himself to be the Vice President of **SUNROCK CAPITAL CORP.**, a Delaware corporation, and as such officer is duly authorized and empowered to execute the above instrument for and on behalf of the said corporation for the consideration, uses and purposes therein specified.

WITNESS my hand and Notarial Seal at office this 22 day of August, 2002.

Mary Aronow
Notary Public

My Commission Expires:

7-28-2004

Texas Boot Trademarks

Schedule 1(a)

Laredo

MK LAREDO & DESIGN
CTY United States
GD Apparel and Footwear
CL 25
SN 74363806
RN 1886114
RD 28 MAR 95
REN 28 MAR 05

MK LAREDO
CTY United States
GD Men's Boots
CL 25
SN 73193691
RN 1251177
RD 13 SEP 83
REN 13 SEP 03

MK LAREDO
CTY Canada
GD Men's boots
RN 372103
RD 17 AUG 90
REN 17 AUG 05

MK LAREDO
CTY Canada
GD Women's and children's shoes and boots
RN 485378
RD 06 NOV 97
REN 06 NOV 12

Performair

MK PERFORMAIR
CTY United States
GD Shoes and Boots
CL 25
SN 75105538
RN 2043798
RD 11 MAR 97
REN 11 MAR 07

Code West

MK CODE WEST
CTY United States
GD Shoes and Boots
CL 25
SN 73693336
RN 1495199
RD 05 JUL 88
REN 05 JUL 08

MK CODE WEST
CTY United States
GD Retail store services in the field of apparel and foot wear
SN 74315798
RN 1769020
RD 04 May 1993
REN

MK CODE WEST
CTY Canada
GD Shoes and Boots
RN 380287
RD 22 FEB 91
REN 22 FEB 06

MK CODE WEST
CTY Canada
RN 451795

Schedule 1(b)

J. Chisholm (Active Trademark, Inactive as Trade Name)

MK	J. CHISHOLM HANDCRAFTED BOOTS
& Design	
CTY	United States
GD	Boots
SN	74533604
RN	1923763
RD	03 OCT 95
REN	03 OCT 05

MK	J. CHISHOLM & Design
CTY	United States
GD	Boots
SN	74134626
RN	1825204
RD	08 MAR 94
REN	08 MAR 04

Texas Brand Boots (Active Trademark, Inactive as Trade Name)

MK	TEXAS BRAND BOOTS & Design
CTY	United States
GD	Boots
SN	73348905
RN	1280781
RD	05 JUN 84
REN	05 JUN 04

MK	TEXAS BRAND BOOTS
CTY	United States
GD	Boots
SN	72424909
RN	0964732
RD	24 JUL 73
REN	24 JUL 03

MK	TEXAS BRAND BOOTS & Design
CTY	United States
GD	Boots
SN	72246239
RN	0822175
RD	10 JAN 67
REN	10 JAN 07

Bronco (Active Trademark, Inactive as Trade Name)

MK	BRONCO Stylized Letters
CTY	United States
GD	Boots
SN	74646133
RN	1951425
RD	23 JAN 96
REN	23 JAN 06

Cedar Crest

MK	CEDAR CREST
CTY	United States
GD	Shoes and Boots
CL	25
SN	72439838
RN	0971920
RD	30 OCT 73
REN	30 OCT 03

Cimarron

MK	CIMARRON
CTY	United States
GD	Shoes and Boots
SN	73800117
RN	1751334
RD	09 FEB 93
REN	09 FEB 03

Boot Country

MK	BOOT COUNTRY
CTY	United States
GD	Retail shoe and boot store services
CL	52
SN	74529141
RN	1901056
RD	20 JUN 95
REN	20 JUN 05

MK	BOOT COUNTRY
CTY	United States
GD	Retail shoe and boot store services
SN	73468886
RN	1508609
RD	11 OCT 88
REN	11 OCT 08

Boot Factory

MK BOOT FACTORY
CTY United States
GD Retail store services specializing in Western
Style Leather Boots
CL 42
SN 74017324
RN 1644686
RD 14 MAY 91
REN 14 MAY 01

El Dorado

MK EL DORADO
CTY United States
GD Men's, Women's, and Children's cowboy
boots
SN 74372741
RN 1882281
RD 07 MAR 95
REN

America's Bootmaker

MK AMERICA'S BOOTMAKER
CTY United States
GD Boots
SN 74168828
RN 1691672
RD 09 JUN 92
REN

MK AMERICA'S BOOTMAKER
CTY United States
GD Boots
SN 73544992
RN 1411864
RD 15 JUL 96
REN

International

Code West

MK	CODE WEST
CTY	European Community
RN	59600
RD	01 APR 96
REN	01 APR 06
MK	CODE WEST
CTY	Australia
GD	Shoes and Boots
RN	A509461
RD	26 APR 96
REN	26 APR 06
MK	CODE WEST
CTY	Benelux
GD	Footwear
RN	464454
RD	20 JUL 89
REN	20 JUL 09
MK	CODE WEST
CTY	Brazil
GD	Boots
CL	25
SN	73693336
RN	814067859
RD	20 MAR 90
REN	20 MAR 10
MK	CODE WEST
CTY	Chile
GD	All articles included in class 25
CL	25
RN	320508
RD	16 OCT 96
REN	16 OCT 06
MK	CODE WEST
CTY	Italy
GD	Clothing, Bootwear, Headgear
CL	25
SN	RM92COO3297
RN	643992
RD	16 OCT 96
REN	16 OCT 06

International (cont.)

MK CODE WEST
CTY Mexico
GD Shoes and Boots
CL 25
RN 354883
RD 07 NOV 88
REN 21 APR 03

MK CODE WEST
CTY South Africa
GD Clothing and footwear, including shoes,
boots, and slippers
CL 25
RN 923831
RD 07 MAY 92
REN 07 MAY 02

MK CODE WEST
CTY Korea
GD Footwear
CL 25
RN 362254
RD 17 MAY 97
REN 16 MAY 07

Laredo

MK LAREDO
CTY Benelux
GD Footwear
CL 25
RN 464455
RD 20 JUL 89
REN 20 JUL 09

MK LAREDO
CTY France
CL 25
SN 197464
RN 1581636
RD 22 MAR 90
REN 22 MAR 10

International (cont.)

MK LAREDO
CTY Greece
GD Boots
CL 25
RN 86801
RD 22 SEP 87
REN 22 SEP 07

MK LAREDO
CTY Japan
GD Footwear (excluding special shoes for athletic use), umbrella and
parasol, cane, their parts and accessories
RN 1614438
RD 29 SEP 83
REN 29 SEP 03

MK LAREDO
CTY Mexico
GD Western Boots
SN 61242
RN 375370
RD 25 APR 89
REN 25 APR 04

MK LAREDO
CTY Peru
GD Clothing including boots, shoes, slippers and all other goods in
Class 25
SN 222102
RN 155529
RD 15 JUL 94
REN 15 JUL 04

MK LAREDO
CTY Taiwan
GD Boots
CL 48
RN 379659
RD 16 OCT 87
REN 15 OCT 07

International (cont.)

MK LAREDO
CTY Taiwan
GD Clothing
CL 44
RN 382852
RD 16 NOV 87
REN 15 NOV 07

MK LAREDO
CTY China
GD Footwear and Clothing
CL 25
RN 961373
RD 14 MAR 87
REN 14 MAR 07

MK LAREDO
CTY Australia
GD Boots
CL 25
RN B505626 (Part B)
RD 24 FEB 89
REN 24 FEB 06

MK LAREDO
CTY Australia
GD Boots for men, women, and children
CL 25
SN 354589
RN B462028
RD 20 MAR 87
REN 20 MAR 07

Texas Brand Boots

MK TEXAS BRAND BOOTS (Star)
CTY Benelux
RN 359658
RD 14 AUG 79
REN 14 AUG 09

MK TEXAS BRAND BOOTS (Star)
CTY Switzerland
CL 25
RN 302456
RD 16 AUG 79
REN 16 AUG 09

Other Marks

Mark	Serial Number	Reg. Number
Scooter's Boots	74644467	2058009
Scooter's World Tour 1959 KY-59	74664775	2162333
Scooter's XY-59 World Tour 1959	75331663	2216010
T.O. Pride Dry Goods	75975570	2034590
421	73521722	1389154
Tough Riders	73544517	1376028
(No Name)	74142216	1668594
Boot Eze	74160499	1852775
Genovese Express	74292768	1772052
FSP	74364397	1861982
(No Name)	75021830	2056330
Magic-Flex	73075844	1060356
The El Dorado Handmade Boot	73377307	1440013
Magic-Flex	73835350	1597608
Durabuck	74176812	1690276
America's Bootmaker	74457078	1877045

SCHEDULE 5(a)(i)

**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of _____, 2002 (the "Security Agreement") by and between the Grantor and Sunrock Capital Corp. (the "Lender") the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Lender:

TRADEMARKS

Trademark No.	Description of Trademark Item	Date of Trademark
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TRADEMARK APPLICATIONS

Trademark Applications No.	Description of Trademark Applied For	Date of Trademark Applications
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S5(a)(i)-1

The Grantor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

TEXAS BOOT, INC.

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

SUNROCK CAPITAL CORP.

By: _____

Name: _____

Title: _____

S5(a)(i)-2