



06-26-2003



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

RE

J.S. DEPARTMENT OF COMMERCE J.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. **6-6-03**

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

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

2. Name and address of receiving party(ies):
Name: Sankaty Advisors, LLC
Internal Address:
Street Address: 111 Huntington Avenue
City: Boston
State: MA Zip: 02116

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: Transfer of Security Interest

Execution Date: 6/2/03

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s): _____
 B. Trademark Registration No.(s): _____

Additional numbers attached? Yes No

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

Name: Joanne Wolforth
Ropes & Gray
 Internal Address: Atty. Dkt.: BCCI 91 37
 Street Address: 1 International Place
 City: Boston State: MA Zip: 02110

6. Total Number of applications and registrations involved: 94

7. Total fee (37 CFR 3.41) \$ \$2,365.00

Enclosed
 Authorized to be charged to Deposit Account
 Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number: 18-1945
(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.

Paul J. LePore [Signature] 6/3/03
 Name of Person Signing Signature Date

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

06/25/2003 LNUELLER 00000142 181945 2512662

01 FC:8521 40.00 DA
02 FC:8522 2325.00 DA

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1. Additional Names of Conveying Parties

RHE HATCO, INC. – a Delaware Corp.

IMPERIAL HEADWEAR, INC. – a Delaware Corp.

LUCCHESI, INC. – a Delaware Corp.

KORBER HATS, INC. – a Delaware Corp.

**SCHEDULE 1
TRADEMARK SECURITY AGREEMENT**

Owner of Record	Registration Number	Registration Date	Trademark
Montana Silversmiths, Inc.	2,512,682	11/27/2001	Wind Dancer
Montana Silversmiths, Inc.	2,411,683	12/12/2000	Montana Silversmiths
Montana Silversmiths, Inc.	2,306,039	01/04/2000	Mon
Montana Silversmiths, Inc.	2,244,677	05/11/1999	Cowboy - Teddy
Montana Silversmiths, Inc.	2,258,016	06/29/1999	Kowboy Kritters
Montana Silversmiths, Inc.	2,312,230	01/25/2000	Kowboy Kids
Montana Silversmiths, Inc.	75,307,118	06/11/1997	Birthstone Kowboy Kids Montana Silversmith (refiled)
Montana Silversmiths, Inc.	2,352,935	05/30/2000	Montana Gold Country
Montana Silversmiths, Inc.	1,954,442	02/06/1996	Design (Cowboy on Horse)
Montana Silversmiths, Inc.	1,936,565	11/21/1995	Montana Armor
Lucchese, Inc.	2,711,789	04/29/2003	Lucchese Classics
Lucchese, Inc.	2,702,992	04/01/2003	Lucchese 2000
Lucchese, Inc.	2,473,546	07/31/2001	Design (LBCO)
Lucchese, Inc.	2,628,921	10/01/2002	Lucchese & Crest design
Lucchese, Inc.	2,435,412	03/13/2001	Lucchese 2000 & Design

Lucchese, Inc.	2,441,029	04/03/2001	Lucchese Ladies 2000 & Design
Lucchese, Inc.	2,449,162	05/08/2001	Lucchese Since 1883
Lucchese, Inc.	2,435,411	03/13/2001	Lucchese Sport & Design
Lucchese, Inc.	2,435,410	03/13/2001	Lucchese Classics
Lucchese, Inc.	2,509,164	11/20/2001	1883 Lucchese
Lucchese, Inc.	2,223,149	02/09/1999	Cushion Cradle
Lucchese, Inc.	1,875,268	01/24/1995	Design (Miscellaneous Toe Design)
Lucchese, Inc.	1,887,228	04/04/1995	Design (Miscellaneous Toe Design on Shirt Pocket)
Lucchese, Inc.	1,864,775	11/29/1994	Lucchese
Lucchese, Inc.	1,827,084	03/15/1994	Realhide
Lucchese, Inc.	1,835,901	05/10/1994	Lucchese
Lucchese, Inc.	1,796,383	10/05/1993	Lucchese
Lucchese, Inc.	1,817,466	01/28/1994	Shockless Pocket
Lucchese, Inc.	1,416,003	11/04/1986	The Backbone of America
Lucchese, Inc.	916,764	07/20/1971	Lucchese
Lucchese, Inc.	862,021	12/17/1968	Hawk Eye Design
Lucchese, Inc.	800,407	12/14/1965	U & Design
Lucchese, Inc.	757,798	10/01/1983	Alamo
Lucchese, Inc.	625,484	04/17/1955	Dodge City
RHE Hatco, Inc.	78,243,414	04/29/2003	Authentic X's
RHE Hatco, Inc.	78,243,405	04/29/2003	Credible X's

RHE Hatco, Inc.	78,243,394	04/29/2003	Valid X's
RHE Hatco, Inc.	78,243,388	04/29/2003	Bonafide X's
RHE Hatco, Inc.	78,243,382	04/29/2003	Bonafide X's
RHE Hatco, Inc.	78,243,377	04/29/2003	Real X's
RHE Hatco, Inc.	78,243,371	04/29/2003	True X's
RHE Hatco, Inc.	78,243,368	04/29/2003	Honest X's
RHE Hatco, Inc.	78,243,364	04/29/2003	Pure X's
RHE Hatco, Inc.	78,243,340	04/29/2003	Authentic X's Resistol Since 1927 & Design
RHE Hatco, Inc.	78,243,335	04/29/2003	Autenticas X's
RHE Hatco, Inc.	78,243,328	04/29/2003	Reales X's
RHE Hatco, Inc.	78,243,318	04/29/2003	Puras X's
RHE Hatco, Inc.	78,243,309	04/29/2003	Verdaderas X's
RHE Hatco, Inc.	78,243,299	04/29/2003	Genuinas X's
RHE Hatco, Inc.	78,243,291	04/29/2003	Honestas X's
RHE Hatco, Inc.	78,243,282	04/29/2003	Creibles X's
RHE Hatco, Inc.	78,243,263	04/29/2003	Validas X's
RHE Hatco, Inc.	78,231,904	03/31/2003	Dobbs
RHE Hatco, Inc.	78,208,951	01/30/2002	Knox
RHE Hatco, Inc.	78,185,433	11/15/2002	Charlie 1 Horse Hat Co.
RHE Hatco, Inc.	2,692,766	03/04/2003	Suede 8 XXXXXXXXXX
RHE Hatco, Inc.	2,490,537	09/18/2001	Resistol & Design
RHE Hatco, Inc.	2,397,228	10/24/2000	Resistol Rodeo Gear
RHE Hatco, Inc.	2,380,672	08/29/2000	Rresistol

RHE Hatco, Inc.	2,361,017	06/27/2000	Tuff Anuff
RHE Hatco, Inc.	2,109,438	10/28/1997	Resistol
RHE Hatco, Inc.	2,058,519	05/06/1997	C & Design
RHE Hatco, Inc.	1,821,412	02/15/1994	Rough Stock & Design
RHE Hatco, Inc.	1,706,915	08/11/1992	Rough Stock
RHE Hatco, Inc.	1,338,045	05/28/1985	Black Gold
RHE Hatco, Inc.	1,034,374	02/24/1976	Resistol Best All- Around
RHE Hatco, Inc.	670,790	12/02/1958	Krushable
RHE Hatco, Inc.	526,196	06/13/1950	"Self-Conforming"
RHE Hatco, Inc.	744,124	01/22/1963	Golden Coach
RHE Hatco, Inc.	739,064	10/09/1962	Dobbs
RHE Hatco, Inc.	657,477	01/21/1958	Resistol "Self- Conforming"
RHE Hatco, Inc.	566,665	11/11/1952	Dobbs & Design
RHE Hatco, Inc.	330,447	12/03/1935	Resistol
RHE, Inc.	1,044,952	07/27/1976	Bradford
RHE, Inc.	1,333,368	04/30/1985	Diamond Horseshoe
RHE, Inc.	174,832	10/23/1923	Dobbs Fifth Avenue New York The Knapp-Felt Company D & Design
RHE Hatco, Inc.	78,243,382	04/29/2003	Genuine X's
RHE Hatco, Inc.	31,332	03/01/1898	Knox New York Moveo et Proficio & Design
RHE Hatco, Inc.	1,384,367	02/25/1986	Touch of Mink
RHE Hatco, Inc.	1,820,007	02/08/1994	Look For The Genuine Firebrand

Hat Brands, Inc.	2,109,438	10/28/1997	Resistol
Hat Brands, Inc.	2,002,684	09/24/1996	Darcy Creech
RHE Hatco, Inc.	1,824,477	03/01/1994	Charlie 1 Horse
Imperial Headwear, Inc.	2,693,504	03/04/2003	Turning Heads
Imperial Headwear, Inc.	2,344,811	04/25/2000	I'm Easy
Imperial Headwear, Inc.	2,197,628	10/20/1998	Imperial Sport
Imperial Headwear, Inc.	2,197,626	10/20/1998	Imperial Golf
Imperial Headwear, Inc.	1,722,442	10/06/1992	The Allen Morris Agency
Imperial Headwear, Inc.	1,079,448	12/13/1977	Imperial & Design
Imperial Headwear, Inc.	1,094,551	06/27/1978	Just a Mile Above the Rest of 'Em
Imperial Headwear, Inc.	1,079,440	12/13/1977	Imperial
Imperial Headwear, Inc.	1,079,439	12/13/1977	Fitsall
Imperial Headwear, Inc.	919,433	08/31/1971	Imperial
Imperial Headwear, Inc.	950,855	01/16/1973	Fitsall

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 2, 2003, by **MONTANA SILVERSMITHS, INC.**, a Delaware corporation, **RHE HATCO, INC.**, a Delaware corporation, **IMPERIAL HEADWEAR, INC.**, a Delaware corporation, **LUCCHESI, INC.**, a Delaware corporation and **KORBER HATS, INC.**, a Delaware Corporation (collectively, the "Grantors" and individually, a "Grantor"), in favor of **SANKATY ADVISORS, LLC**, in its capacity as Collateral Agent for the Purchasers.

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and among each Grantor, the other persons named therein as Note Parties, Collateral Agent and the persons signatory thereto as Purchasers (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), Purchasers have agreed to purchase Senior Secured Notes due 2008 of Arena Brands, Inc., (the "Notes");

WHEREAS, Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that each Note Party shall have executed and delivered to Collateral Agent, for the benefit of Purchasers, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or in Annex I thereto and if not defined therein, in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Collateral Agent, on behalf of Purchasers, a continuing security interest (superior and prior to the rights of all other Persons other than the First Lien Agent under the First Lien Credit Documents) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and the rights under any written agreement now owned or hereafter acquired by it granting any right to use any Trademark (the "Trademark Licenses") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark Licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of Purchasers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interests 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.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MONTANA SILVERSMITHS, INC., a Delaware corporation

By: Thomas A Hough
Name: Thomas A. Hough
Title: Vice President, CFO and Treasurer

RHE HATCO, INC., a Delaware corporation

By: Thomas A Hough
Name: Thomas A. Hough
Title: Vice President, CFO and Treasurer

IMPERIAL HEADWEAR, INC., a Delaware corporation

By: Thomas A Hough
Name: Thomas A. Hough
Title: Vice President, CFO and Treasurer

LUCCHESE, INC., a Delaware corporation

By: Thomas A Hough
Name: Thomas A. Hough
Title: Vice President, CFO and Treasurer

KORBER HATS, INC., a Delaware corporation

By: Thomas A Hough
Name: Thomas A. Hough
Title: Vice President, CFO and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:
SANKATY ADVISORS, LLC, as Collateral Agent

By: *S. E. Davies*
Name: Stuart Davies
Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTORS

COMMONWEALTH OF MASSACHUSETTS)) ss.
COUNTY OF SUFFOLK))

On this 30th day of May, 2003, before me personally appeared Thomas A. Hough, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Montana Silversmiths, Inc., RHE Hatco, Inc., Imperial Headwear, Inc., Lucchese, Inc. and Korber Hats, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by each Corporation's Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

Marjorie S. Anthony
{seal} Notary Public

MARJORIE S. ANTHONY
NOTARY PUBLIC
My Commission Expires Oct. 2, 2009