

08-12-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE

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):

MONTANA SILVERSMITHS, RHE HATCO, INC., IMPERIAL HEADWEAR, INC., LUCCHESI, INC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: JUNE 2, 2003

2. Name and address of receiving party(ies)

Name: GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT

Internal Address:

Street Address: 800 CONNECTICUT AVE., TWO NORTH

City: NORWALK State: CT Zip: 06854

- 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

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

A. Trademark Application No.(s) See Attached Exhibit 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: ANDREW NASH

Internal Address: BINGHAM MCCUTCHEN LLP

Street Address: 150 FEDERAL STREET

City: BOSTON State: MA Zip: 02110

6. Total number of applications and registrations involved:

94

7. Total fee (37 CFR 3.41) \$ 2365.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

RYLAN O. RAWLINS, ESQ. Name of Person Signing

[Signature] Signature

JUNE 2, 2003

Date

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

16

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

08/12/2003 LNWELLER 00000022 2512682

01 FC:0521 02 FC:0522

40.00 OP 2325.00 OP

SENT VIA U.S. EXPRESS

TRADEMARK REEL: 002793 FRAME: 0508

EXHIBIT A
TRADEMARK SECURITY AGREEMENT

Owner	Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
		<u>Registration No.</u>	<u>Registration Date</u>
Montana Silversmiths, Inc.	Wind Dancer	2,512,682	11/27/2001
Montana Silversmiths, Inc.	Montana Silversmiths	2,411,683	12/12/2000
Montana Silversmiths, Inc.	Mon	2,306,039	01/04/2000
Montana Silversmiths, Inc.	Cowboy - Teddy	2,244,677	05/11/1999
Montana Silversmiths, Inc.	Kowboy Kritters	2,258,016	06/29/1999
Montana Silversmiths, Inc.	Kowboy Kids	2,312,230	01/25/2000
Montana Silversmiths, Inc.	Montana Gold Country	2,352,935	05/30/2000
Montana Silversmiths, Inc.	Design (Cowboy on Horse)	1,954,442	02/06/1996
Montana Silversmiths, Inc.	Montana Armor	1,936,565	11/21/1995
Lucchese, Inc.	Lucchese Classics	2,711,789	04/29/2003
Lucchese, Inc.	Lucchese 2000	2,702,992	04/01/2003
Lucchese, Inc.	Design (LBCO)	2,473,546	07/31/2001
Lucchese, Inc.	Lucchese & Crest design	2,628,921	10/01/2002
Lucchese, Inc.	Lucchese 2000 & Design	2,435,412	03/13/2001
Lucchese, Inc.	Lucchese Ladies 2000 & Design	2,441,029	04/03/2001
Lucchese, Inc.	Lucchese Since 1883	2,449,162	05/08/2001
Lucchese, Inc.	Lucchese Sport & Design	2,435,411	03/13/2001
Lucchese, Inc.	Lucchese Classics	2,435,410	03/13/2001
Lucchese, Inc.	1883 Lucchese	2,509,164	11/20/2001
Lucchese, Inc.	Cushion Cradle	2,223,149	02/09/1999

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Lucchese, Inc.	Design (Miscellaneous Toe Design)	1,875,268	01/24/1995
Lucchese, Inc.	Design (Miscellaneous Toe Design on Shirt Pocket)	1,887,228	04/04/1995
Lucchese, Inc.	Lucchese	1,864,775	11/29/1994
Lucchese, Inc.	Realhide	1,827,084	03/15/1994
Lucchese, Inc.	Lucchese	1,835,901	05/10/1994
Lucchese, Inc.	Lucchese	1,796,383	10/05/1993
Lucchese, Inc.	Shockless Pocket	1,817,466	01/28/1994
Lucchese, Inc.	The Backbone of America	1,416,003	11/04/1986
Lucchese, Inc.	Lucchese	916,764	07/20/1971
Lucchese, Inc.	Hawk Eye Design	862,021	12/17/1968
Lucchese, Inc.	U & Design	800,407	12/14/1965
Lucchese, Inc.	Alamo	757,798	10/01/1963
Lucchese, Inc.	Dodge City	625,484	04/17/1956
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RHE Hatco, Inc.	Resistol & Design	2,490,537	09/18/2001
RHE Hatco, Inc.	Resistol Rodeo Gear	2,397,228	10/24/2000
RHE Hatco, Inc.	Rresistol	2,380,672	08/29/2000
RHE Hatco, Inc.	Tuff Anuff	2,361,017	06/27/2000
RHE Hatco, Inc.	Resistol	2,109,438	10/28/1997
RHE Hatco, Inc.	C & Design	2,058,519	05/06/1997
RHE Hatco, Inc.	Rough Stock & Design	1,821,412	02/15/1994

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RHE Hatco, Inc.	Resistol Best All-Around	1,034,374	02/24/1976
RHE Hatco, Inc.	Krushable	670,790	12/02/1958
RHE Hatco, Inc.	"Self-Conforming"	526,196	06/13/1950
RHE Hatco, Inc.	Golden Coach	744,124	01/22/1963
RHE Hatco, Inc.	Dobbs	739,064	10/09/1962
RHE Hatco, Inc.	Resistol "Self-Conforming"	657,477	01/21/1958
RHE Hatco, Inc.	Dobbs & Design	566,665	11/11/1952
RHE Hatco, Inc.	Resistol	330,447	12/03/1935
RHE, Inc.	Bradford	1,044,952	07/27/1976
RHE, Inc.	Diamond Horseshoe	1,333,368	04/30/1985
RHE, Inc.	Dobbs Fifth Avenue New York The Knapp-Felt Company D & Design	174,832	10/23/1923
RHE Hatco, Inc.	Knox New York Moveo et Proficio & Design	31,332	03/01/1898
RHE Hatco, Inc.	Touch of Mink	1,384,367	02/25/1986
RHE Hatco, Inc.	Look For The Genuine Firebrand	1,820,007	02/08/1994
Hat Brands, Inc.	Resistol	2,109,438	10/28/1997
Hat Brands, Inc.	Darcy Creech	2,002,684	09/24/1996
RHE Hatco, Inc.	Charlie 1 Horse	1,824,477	03/01/1994
Imperial Headwear, Inc.	Turning Heads	2,693,504	03/04/2003

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Imperial Headwear, Inc.	Imperial Sport	2,197,628	10/20/1998
Imperial Headwear, Inc.	Imperial Golf	2,197,626	10/20/1998
Imperial Headwear, Inc.	The Allen Morris Agency	1,722,442	10/06/1992
Imperial Headwear, Inc.	Imperial & Design	1,079,448	12/13/1977
Imperial Headwear, Inc.	Just a Mile Above the Rest of 'Em	1,094,551	06/27/1978
Imperial Headwear, Inc.	Imperial	1,079,440	12/13/1977
Imperial Headwear, Inc.	Fitsall	1,079,439	12/13/1977
Imperial Headwear, Inc.	Imperial	919,433	08/31/1971
Imperial Headwear, Inc.	Fitsall	950,855	01/16/1973

<u>Owner</u>	Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
		<u>Serial No.</u>	<u>Filing Date</u>
Montana Silversmiths, Inc.	Birthstone Cowboy Kids Montana Silversmith (refiled)	75,307,118	06/11/1997
RHE Hatco, Inc.	Authentic X's	78,243,414	04/29/2003
RHE Hatco, Inc.	Credible X's	78,243,405	04/29/2003
RHE Hatco, Inc.	Valid X's	78,243,394	04/29/2003
RHE Hatco, Inc.	Bonafide X's	78,243,388	04/29/2003
RHE Hatco, Inc.	Bonafide X's	78,243,382	04/29/2003

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RHE Hatco, Inc.	True X's	78,243,371	04/29/2003
RHE Hatco, Inc.	Honest X's	78,243,368	04/29/2003
RHE Hatco, Inc.	Pure X's	78,243,364	04/29/2003
RHE Hatco, Inc.	Authentic X's Resistol Since 1927 & Design	78,243,340	04/29/2003
RHE Hatco, Inc.	Autenticas X's	78,243,335	04/29/2003
RHE Hatco, Inc.	Reales X's	78,243,328	04/29/2003
RHE Hatco, Inc.	Puras X's	78,243,318	04/29/2003
RHE Hatco, Inc.	Verdaderas X's	78,243,309	04/29/2003
RHE Hatco, Inc.	Genuinas X's	78,243,299	04/29/2003
RHE Hatco, Inc.	Honestas X's	78,243,291	04/29/2003
RHE Hatco, Inc.	Creibles X's	78,243,282	04/29/2003
RHE Hatco, Inc.	Validas X's	78,243,263	04/29/2003
RHE Hatco, Inc.	Dobbs	78,231,904	03/31/2003
RHE Hatco, Inc.	Knox	78,208,951	01/30/2002
RHE Hatco, Inc.	Charlie 1 Horse Hat Co.	78,185,433	11/15/2002
RHE Hatco, Inc.	Genuine X's	78,243,382	04/29/2003

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 **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among each Grantor, the other persons named therein as Credit Parties, Agent and the persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of each Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, 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 Agent, for itself and the ratable benefit of Lenders, 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 Credit Agreement or in Annex A thereto.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest 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 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 Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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,
Chief Financial Officer, Treasurer

RHE HATCO, INC., a Delaware corporation

By: Thomas A. Hough
Name: Thomas A. Hough
Title: Vice President,
Chief Financial Officer, Treasurer

IMPERIAL HEADWEAR, INC., a Delaware corporation

By: Thomas A. Hough
Name: Thomas A. Hough
Title: Vice President,
Chief Financial Officer, Treasurer

LUCESSE, INC., a Delaware corporation

By: Thomas A. Hough
Name: Thomas A. Hough
Title: Vice President,
Chief Financial Officer, Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent**

By: James R. Persico
Name: James R. Persico
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE 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. and Imperial Headwear, 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 Corporations Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

Marjorie S. Anthony
{seal}

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

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RHE Hatco, Inc.	Authentic X's Resistol Since 1927 & Design	78,243,340	04/29/2003
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WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among each Grantor, the other persons named therein as Credit Parties, Agent and the persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of each Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, 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 Agent, for itself and the ratable benefit of Lenders, 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 Credit Agreement or in Annex A thereto.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest 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 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 Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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,
Chief Financial Officer, Treasurer

RHE HATCO, INC., a Delaware corporation

By: Thomas A. Hough
Name: Thomas A. Hough
Title: Vice President,
Chief Financial Officer, Treasurer

IMPERIAL HEADWEAR, INC., a Delaware corporation

By: Thomas A. Hough
Name: Thomas A. Hough
Title: Vice President,
Chief Financial Officer, Treasurer

LUCESSE, INC., a Delaware corporation

By: Thomas A. Hough
Name: Thomas A. Hough
Title: Vice President,
Chief Financial Officer, Treasurer

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: James R. Persico
Name: James R. Persico
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE 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. and Imperial Headwear, 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 Corporations Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

Marjorie S. Anthony
{seal}

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

EXHIBIT A
TRADEMARK SECURITY AGREEMENT

Owner	Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
		<u>Registration No.</u>	<u>Registration Date</u>
Montana Silversmiths, Inc.	Wind Dancer	2,512,682	11/27/2001
Montana Silversmiths, Inc.	Montana Silversmiths	2,411,683	12/12/2000
Montana Silversmiths, Inc.	Mon	2,306,039	01/04/2000
Montana Silversmiths, Inc.	Cowboy - Teddy	2,244,677	05/11/1999
Montana Silversmiths, Inc.	Kowboy Kritters	2,258,016	06/29/1999
Montana Silversmiths, Inc.	Kowboy Kids	2,312,230	01/25/2000
Montana Silversmiths, Inc.	Montana Gold Country	2,352,935	05/30/2000
Montana Silversmiths, Inc.	Design (Cowboy on Horse)	1,954,442	02/06/1996
Montana Silversmiths, Inc.	Montana Armor	1,936,565	11/21/1995
Lucchese, Inc.	Lucchese Classics	2,711,789	04/29/2003
Lucchese, Inc.	Lucchese 2000	2,702,992	04/01/2003
Lucchese, Inc.	Design (LBCO)	2,473,546	07/31/2001
Lucchese, Inc.	Lucchese & Crest design	2,628,921	10/01/2002
Lucchese, Inc.	Lucchese 2000 & Design	2,435,412	03/13/2001
Lucchese, Inc.	Lucchese Ladies 2000 & Design	2,441,029	04/03/2001
Lucchese, Inc.	Lucchese Since 1883	2,449,162	05/08/2001
Lucchese, Inc.	Lucchese Sport & Design	2,435,411	03/13/2001
Lucchese, Inc.	Lucchese Classics	2,435,410	03/13/2001
Lucchese, Inc.	1883 Lucchese	2,509,164	11/20/2001
Lucchese, Inc.	Cushion Cradle	2,223,149	02/09/1999

Owner	Trademark or Service Mark	Registrations --	
		United States Patent and Trademark Office Registration No.	Registration Date
Lucchese, Inc.	Design (Miscellaneous Toe Design)	1,875,268	01/24/1995
Lucchese, Inc.	Design (Miscellaneous Toe Design on Shirt Pocket)	1,887,228	04/04/1995
Lucchese, Inc.	Lucchese	1,864,775	11/29/1994
Lucchese, Inc.	Realhide	1,827,084	03/15/1994
Lucchese, Inc.	Lucchese	1,835,901	05/10/1994
Lucchese, Inc.	Lucchese	1,796,383	10/05/1993
Lucchese, Inc.	Shockless Pocket	1,817,466	01/28/1994
Lucchese, Inc.	The Backbone of America	1,416,003	11/04/1986
Lucchese, Inc.	Lucchese	916,764	07/20/1971
Lucchese, Inc.	Hawk Eye Design	862,021	12/17/1968
Lucchese, Inc.	U & Design	800,407	12/14/1965
Lucchese, Inc.	Alamo	757,798	10/01/1963
Lucchese, Inc.	Dodge City	625,484	04/17/1956
RHE Hatco, Inc.	Suede 8 XXXXXXXXXX	2,692,766	03/04/2003
RHE Hatco, Inc.	Resistol & Design	2,490,537	09/18/2001
RHE Hatco, Inc.	Resistol Rodeo Gear	2,397,228	10/24/2000
RHE Hatco, Inc.	Rresistol	2,380,672	08/29/2000
RHE Hatco, Inc.	Tuff Anuff	2,361,017	06/27/2000
RHE Hatco, Inc.	Resistol	2,109,438	10/28/1997
RHE Hatco, Inc.	C & Design	2,058,519	05/06/1997
RHE Hatco, Inc.	Rough Stock & Design	1,821,412	02/15/1994

Owner	Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
		<u>Registration No.</u>	<u>Registration Date</u>
RHE Hatco, Inc.	Rough Stock	1,706,915	08/11/1992
RHE Hatco, Inc.	Black Gold	1,338,045	05/28/1985
RHE Hatco, Inc.	Resistol Best All-Around	1,034,374	02/24/1976
RHE Hatco, Inc.	Krushable	670,790	12/02/1958
RHE Hatco, Inc.	"Self-Conforming"	526,196	06/13/1950
RHE Hatco, Inc.	Golden Coach	744,124	01/22/1963
RHE Hatco, Inc.	Dobbs	739,064	10/09/1962
RHE Hatco, Inc.	Resistol "Self-Conforming"	657,477	01/21/1958
RHE Hatco, Inc.	Dobbs & Design	566,665	11/11/1952
RHE Hatco, Inc.	Resistol	330,447	12/03/1935
RHE, Inc.	Bradford	1,044,952	07/27/1976
RHE, Inc.	Diamond Horseshoe	1,333,368	04/30/1985
RHE, Inc.	Dobbs Fifth Avenue New York The Knapp-Felt Company D & Design	174,832	10/23/1923
RHE Hatco, Inc.	Knox New York Moveo et Proficio & Design	31,332	03/01/1898
RHE Hatco, Inc.	Touch of Mink	1,384,367	02/25/1986
RHE Hatco, Inc.	Look For The Genuine Firebrand	1,820,007	02/08/1994
Hat Brands, Inc.	Resistol	2,109,438	10/28/1997
Hat Brands, Inc.	Darcy Creech	2,002,684	09/24/1996
RHE Hatco, Inc.	Charlie 1 Horse	1,824,477	03/01/1994
Imperial Headwear, Inc.	Turning Heads	2,693,504	03/04/2003

Owner	Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
		Registration No.	Registration Date
Imperial Headwear, Inc.	I'm Easy	2,344,811	04/25/2000
Imperial Headwear, Inc.	Imperial Sport	2,197,628	10/20/1998
Imperial Headwear, Inc.	Imperial Golf	2,197,626	10/20/1998
Imperial Headwear, Inc.	The Allen Morris Agency	1,722,442	10/06/1992
Imperial Headwear, Inc.	Imperial & Design	1,079,448	12/13/1977
Imperial Headwear, Inc.	Just a Mile Above the Rest of 'Em	1,094,551	06/27/1978
Imperial Headwear, Inc.	Imperial	1,079,440	12/13/1977
Imperial Headwear, Inc.	Fitsall	1,079,439	12/13/1977
Imperial Headwear, Inc.	Imperial	919,433	08/31/1971
Imperial Headwear, Inc.	Fitsall	950,855	01/16/1973

Owner	Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
		Serial No.	FilingDate
Montana Silversmiths, Inc.	Birthstone Kowboy Kids Montana Silversmith (refiled)	75,307,118	06/11/1997
RHE Hatco, Inc.	Authentic X's	78,243,414	04/29/2003
RHE Hatco, Inc.	Credible X's	78,243,405	04/29/2003
RHE Hatco, Inc.	Valid X's	78,243,394	04/29/2003
RHE Hatco, Inc.	Bonafide X's	78,243,388	04/29/2003
RHE Hatco, Inc.	Bonafide X's	78,243,382	04/29/2003

<u>Owner</u>	<u>Trademark or Service Mark</u>	<u>Pending Applications -- United States Patent and Trademark Office</u>	
		<u>Serial No.</u>	<u>FilingDate</u>
RHE Hatco, Inc.	Real X's	78,243,377	04/29/2003
RHE Hatco, Inc.	True X's	78,243,371	04/29/2003
RHE Hatco, Inc.	Honest X's	78,243,368	04/29/2003
RHE Hatco, Inc.	Pure X's	78,243,364	04/29/2003
RHE Hatco, Inc.	Authentic X's Resistol Since 1927 & Design	78,243,340	04/29/2003
RHE Hatco, Inc.	Autenticas X's	78,243,335	04/29/2003
RHE Hatco, Inc.	Reales X's	78,243,328	04/29/2003
RHE Hatco, Inc.	Puras X's	78,243,318	04/29/2003
RHE Hatco, Inc.	Verdaderas X's	78,243,309	04/29/2003
RHE Hatco, Inc.	Genuinas X's	78,243,299	04/29/2003
RHE Hatco, Inc.	Honestas X's	78,243,291	04/29/2003
RHE Hatco, Inc.	Creibles X's	78,243,282	04/29/2003
RHE Hatco, Inc.	Validas X's	78,243,263	04/29/2003
RHE Hatco, Inc.	Dobbs	78,231,904	03/31/2003
RHE Hatco, Inc.	Knox	78,208,951	01/30/2002
RHE Hatco, Inc.	Charlie 1 Horse Hat Co.	78,185,433	11/15/2002
RHE Hatco, Inc.	Genuine X's	78,243,382	04/29/2003