

FACSIMILE OF FORM PTO-1595

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

## TRADEMARKS ONLY

PATENT AND TRADEMARK OFFICE

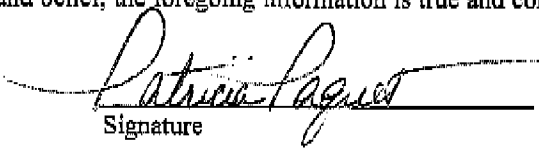
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies):</p> <p>Big Smith Holdings, Inc.</p> <p> <input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation (Delaware)  <input type="checkbox"/> Other </p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: JPMorgan Chase Bank Address: 2200 Ross Avenue, 3<sup>rd</sup> Floor Dallas, TX 75201</p> <p> <input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Corporation  <input checked="" type="checkbox"/> Other – New York Banking Corporation </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p> <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other </p> <p>Execution Date: July 12, 2004</p>	

4. Application number(s) or registration numbers(s):	
<p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p>0437038 1026828</p>

Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Locke Liddell &amp; Sapp LLP</p> <p>Internal Address: Attn: Patricia Paquet</p> <p>Street Address: 600 Travis St., Suite 3400</p> <p>City: Houston      State: TX      Zip: 77002-3095</p>	<p>6. Total number of applications and registrations involved: .....2</p> <p>7. Total fee (37 C.F.R. 3.41).....\$65.00</p> <p> <input type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account (any deficiency in enclosed fees)  <input checked="" type="checkbox"/> Authorized to be charged to deposit account </p> <p>8. Deposit account number: <u>12-1322 (Atty Dkt:013214-00045)</u> (DO NOT attach duplicate copy of this page even if paying by deposit account)</p>		

DO NOT USE THIS SPACE

<p>9. Statement and signature.</p> <p>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.</p>		
<p><u>PATRICIA PAQUET</u> Name of Person Signing</p>	<p> Signature</p>	<p><u>7/16/04</u> Date</p>
<p>Total number of pages including cover sheet, attachments and document: <u>7</u></p>		

CH \$66.00 12/1322 0437038

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 12, 2004, is by and between BIG SMITH HOLDINGS, INC., a Delaware corporation ("Debtor"), whose address is 1905 N. Main Street, Cleburne, Texas 76033 Attention: Chief Financial Officer, and JPMORGAN CHASE BANK, a New York banking corporation, whose address is 2200 Ross Avenue, Third Floor, Dallas, Texas 75201, Attention: Courtney Jeans, in its capacity as agent (in such capacity, the "Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, (the "Credit Agreement") of even date herewith, by and among Walls Industries, Inc., Cleburne, Texas, a Delaware corporation ("Borrower"), each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Lender" and, collectively, the "Lenders"), and Agent.

WHEREAS, Borrower, Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Debtor and Agent on behalf of Lenders have entered into a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Lenders a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country, and all renewals thereof (each of the foregoing items listed in this paragraph being herein called a "Trademark," and collectively called the "Trademarks"), including, without limitation, each Trademark listed on Schedule 1 attached hereto (and all amendments, supplements, restatements and

modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) each agreement granting any right to use any Trademark attached (each herein called a "Trademark License," and collectively called the "Trademark Licenses"), including, without limitation, each Trademark License listed in Schedule 1 (and all amendments, supplements, restatements and modifications thereof or thereto from time to time); and

(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (BUT EXCLUDING THE CONFLICTS OF LAWS PRINCIPLES THEREOF OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of July 12, 2004.

"Debtor"

BIG SMITH HOLDINGS, INC., a Delaware corporation

By: 

Name: DAVID MANN

Title: Vice President & Secretary

"Agent"

JPMORGAN CHASE BANK, a New York banking corporation, as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment:

Schedule 1 - Trademarks

***[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT (BIG SMITH HOLDINGS, INC.).]***

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of July 12, 2004.


"Debtor"

BIG SMITH HOLDINGS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Agent"

JPMORGAN CHASE BANK, a New York banking corporation, as Agent

By:  \_\_\_\_\_  
Name: KIRK L STITES  
Title: VICE PRESIDENT

Attachment:

Schedule 1 - Trademarks

**[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT (BIG SMITH HOLDINGS, INC.).]**

Schedule 1 (Trademarks)TRADEMARKSTrademarks (United States)

Owner	Trademark	Classes	App No / App date	Reg No / Reg Date	Status
Big Smith Holding, Inc.	BIG SMITH	025		437,038 02-Mar-1948	REG
Big Smith, Holding, Inc.	ON THE JOB WEAR (Stylized)	025		1,026,828 09-Dec-1975	REG

Trademarks (CTM Marks)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN

Trademarks (Austria)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
Big Smith Holdings, Inc.	BIG SMITH and Design	25		87728 10-Apr-1978	REG

Trademarks (Benelux)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
-------	-----------	---------	-------------------	-------------------	--------