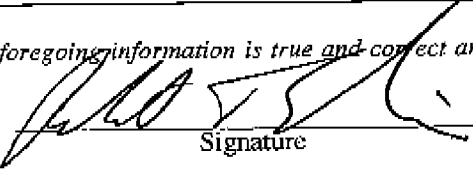


| | | |
|--|--|--|
| RECORDATION FORM COVER SHEET TRADEMARKS ONLY | | U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office |
| Form PTO-159-4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) | | |
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. | | |
| 1. Name of conveying party(ies): Big Smith Holdings, Inc., Cleburne, Texas <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>Delaware</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 2. Name and address of receiving party(ies) Name: <u>The Bank of New York Trust Company, N.A., as collateral agent</u> Internal Address: _____ Street Address: <u>600 North Pearl Street, Suite 420</u> City: <u>Dallas</u> State: <u>TX</u> ZIP: <u>75201</u> <input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association <u>national banking</u> <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a foreign representative designation is attached:</small> <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small> Additional names(s) & address(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>July 12, 2004</u> | | |
| 4. Application number(s) or trademark number(s): A. Trademark Application No.(s) | B. Trademark Registration No.(s) <div style="text-align: center;"> 437,038 1,026,828 </div> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert J. Schneider</u> Internal Address: <u>Chapman and Cutler LLP</u> Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State <u>IL</u> ZIP: <u>60603</u> | 6. Total number of applications and trademarks involved: 2 7. Total fee (37 CFR 3.41)\$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0305</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small> Attorney Docket No. <u>1592534</u> | |
| DO NOT USE THIS SPACE | | |
| 9. Statement and signature: <i>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.</i> <u>Robert J. Schneider</u>  <u>July 19, 2004</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 13 | | |

CH \$65.00 500305 0437038

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("*Agreement*"), dated as of July 12, 2004, is by and between BIG SMITH HOLDINGS, INC., CLEBURNE, TEXAS, a Delaware corporation ("*Debtor*"), whose address is 1905 N. Main Street, Cleburne, Texas 76033 Attention: Chief Financial Officer, and THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association, whose address is 600 North Pearl Street, Suite 420, Dallas, Texas 75201, Attention: John Stohlmann, in its capacity as collateral agent (the "*Collateral Agent*"), for the Holders (as hereinafter defined) under the Senior Second Lien Note Purchase Agreement (as amended, restated and supplemented from time to time, the "*Senior Second Lien Note Purchase Agreement*") of even date herewith, between WALLS INDUSTRIES, INC., CLEBURNE, TEXAS, a Delaware corporation ("*Borrower*") and each of the institutional investors which are signatories thereto or which may become a party thereto from time to time (individually, a "*Holder*" and, collectively, the "*Holder*s").

WHEREAS, Borrower and Holders have entered into the Senior Secured Lien Note Purchase Agreement;

WHEREAS, Debtor and Collateral Agent on behalf of Holders 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 Senior Secured Lien Note Purchase 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:

Section 1. Grant of Security Interest. Debtor does hereby grant to Collateral Agent on behalf of Holders 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.

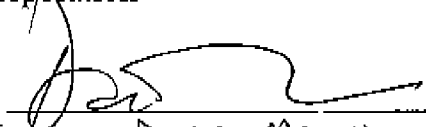
Section 2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Collateral Agent on behalf of Holders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent and Holders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Senior Secured Lien Note Purchase 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 Senior Secured Lien Note Purchase Agreement and the other Note 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 Senior Secured Lien Note Purchase Agreement. **UNLESS OTHERWISE SPECIFIED THEREIN, EACH NOTE DOCUMENT 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 Collateral 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.

IN WITNESS WHEREOF, Debtor and Collateral 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

COLLATERAL AGENT:

THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association, as Collateral Agent

By: _____
Name: _____
Title: _____

Attachment:

Schedule 1 - Trademarks

Trademark Security Agreement
Big Smith Holdings, Inc.

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

DEBTOR:

BIG SMITH HOLDINGS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

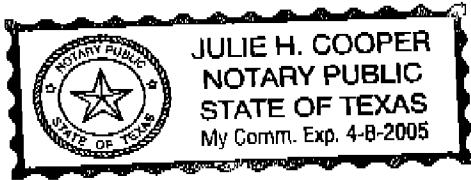
THE BANK OF NEW YORK TRUST COMPANY,
N.A., a national banking association, as
Collateral Agent

By:  _____
Name: JOHN C. STOHLMANN
Title: VICE PRESIDENT

Attachment:
Schedule 1 - Trademarks

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on July 12, 2004, by DAVID
MAHN, Vice President + Secretary of BIG SMITH HOLDINGS, INC., a Delaware
corporation, on behalf of said corporation.



Julie H. Cooper
Notary Public in and for the
State of TEXAS
Printed Name: Julie H. Cooper
My Commission Expires:
4-8-2005

THE STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2004, by _____
_____ of THE BANK OF NEW YORK TRUST
COMPANY, N.A., a national banking association, on behalf of said corporation acting in said
capacity.

Notary Public in and for the
State of _____
Printed Name: _____
My Commission Expires:

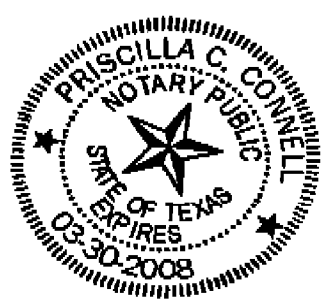
THE STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2004, by _____
_____ of BIG SMITH HOLDINGS, INC., a Delaware
corporation, on behalf of said corporation.

Notary Public in and for the
State of _____
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on July 12, 2004, by John C. Stohlmann, Vice President of THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association, on behalf of said corporation acting in said capacity.



Priscilla C. Connell

Notary Public in and for the
State of TEXAS
Printed Name: Priscilla C. Connell
My Commission Expires: 03-30-2008

SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademarks (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 |
|--------------------------|-----------|-----------|-----------------------|-----------------------|--------|
| Big Smith Holdings, Inc. | BIG SMITH | 25 | | 345073 31-Oct-1077 | REG |
| Big Smith Holdings, Inc. | BIG SMITH | 9, 18, 25 | 3203122 5-Jun-2003 | | PEN |

Trademarks (Canada)

| Owner | Trademark | Classes | App No / App Date | Reg No / Reg Date | Status |
|-------------------------------|----------------------|---------|----------------------|-----------------------|--------|
| Big Smith Brands, Inc. | BIG SMITH and Design | 25 | | 475284 28-Apr-1997 | |
| Liberty Finance Company, Inc. | DUXBAX and Design | 25 | | 306613 6-Sep-1985 | REG |

Trademarks (Denmark)

| 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 Brands, Inc. | BIG SMITH | 25 | | VR04170 1977 22-Feb-1977 | REG |

Trademarks (Finland)

| 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 Brands, Inc. | BIG SMITH | 25 | | 200699 14-Jun-1996 | REG |

Trademarks (France)

| 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 | | | 1520216 21-Mar-1989 | REG |

Trademarks (Germany)

| Owner | Trademark | Classes | App No / App Date | Reg No / Reg Date | Status |
|--------------------------|----------------------|-----------|-----------------------|-----------------------|--------|
| Big Smith Brands, Inc. | BIG SMITH | 25 | | 99092 11-Mar-1980 | REG |
| Big Smith Holdings, Inc. | BIG SMITH | 9, 18, 25 | 3203122 5-Jun-2003 | | PEN |
| Big Smith Holdings, Inc. | BIG SMITH and Design | 25 | | 980039 21-Dec-1978 | REG |

Trademarks (Greece)

| Owner | Trademark | Classes | App No / App Date | Reg No / Reg Date | Status |
|--------------------------|-----------|-----------|-----------------------|----------------------|--------|
| Big Smith Brands, Inc. | BIG SMITH | 25 | | 61288 21-Jan-1980 | REG |
| Big Smith Holdings, Inc. | BIG SMITH | 9, 18, 25 | 3203122 5-Jun-2003 | | PEN |

Trademarks (Ireland)

| 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 (Italy)

| Owner | Trademark | Classes | App No / App Date | Reg No / Reg Date | Status |
|--------------------------|----------------------|-----------|-----------------------|-----------------------|--------|
| Big Smith Brands, Inc. | BIG SMITH | 25 | | 866998 2-Oct-1985 | REG |
| Big Smith Holdings, Inc. | BIG SMITH | 9, 18, 25 | 3203122 5-Jun-2003 | | PEN |
| Big Smith Brands, Inc. | BIG SMITH | 25 | | 338509 28-Jan-1988 | REG |
| Big Smith Brands, Inc. | BIG SMITH and Design | 24 | | 364226 2-Aug-1985 | REG |

Trademarks (Japan)

| Owner | Trademark | Classes | App No / App Date | Reg No / Reg Date | Status |
|-------------------------------|-------------------|---------|-------------------|------------------------|--------|
| Liberty Finance Company, Inc. | DUXBAX and Design | 25 | | 2252106 30-Jul-1990 | REG |

Trademarks (Norway)

| Owner | Trademark | Classes | App No / App Date | Reg No / Reg Date | Status |
|------------------------|-----------|---------|-------------------|-----------------------|--------|
| Big Smith Brands, Inc. | BIG SMITH | 25 | | 174434 20-Jun-1996 | REG |

Trademarks (Portugal)

| 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 Brands, Inc. | BIG SMITH | 25 | | 306930 4-Jun-1996 | REG |

Trademarks (Spain)

| 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 Brands, Inc. | BIG SMITH | | 1340346 10-Jan-1995 | | PEN |

Trademarks (Sweden)

| 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 Brands, Inc. | BIG SMITH | 25 | | 160088 22-Jul-1977 | REG |

Trademarks (Switzerland)

| Owner | Trademark | Classes | App No / App Date | Reg No / Reg Date | Status |
|---------------------------|-----------|---------|----------------------|-------------------------|--------|
| Big Smith Brands, Inc. | BIG SMITH | 25 | | P-288496 18-Feb-1977 | REG |

Trademarks (United Kingdom)

| 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 Brands, Inc. | BIG SMITH and Design | | | 1550981 19-Oct-1993 | REG |