

Form PTO-159-4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):  
Walls Industries, Inc., Cleburne, Texas

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation      Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: The Bank of New York Trust Company, N.A., as collateral agent  
 Internal Address: \_\_\_\_\_  
 Street Address: 600 North Pearl Street, Suite 420  
 City: Dallas State: TX ZIP: 75201

Individual(s) citizenship: \_\_\_\_\_  
 Association national banking  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: July 12, 2004

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 names(s) & address(s) attached?  Yes  No

4. Application number(s) or trademark number(s):  
 A. Trademark Application No.(s)  
See attached list

B. Trademark Registration No.(s)  
See attached list

Additional numbers attached?  Yes  No

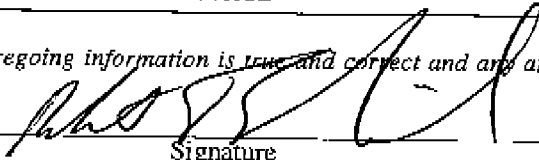
5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Robert J. Schneider  
 Internal Address: Chapman and Cutler LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 111 West Monroe Street  
 \_\_\_\_\_  
 City: Chicago State IL ZIP: 60603

6. Total number of applications and trademarks involved: 36

7. Total fee (37 CFR 3.41) .....\$ 915.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-0305  
 (Attach duplicate copy of this page if paying by deposit account)  
 Attorney Docket No. 1592534

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.*  
Robert J. Schneider                                            July 19, 2004  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 17

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

CH \$916.00 600306 78364767

## Application numbers or trademark numbers:

## A. Trademark Application Nos.

78/354,757

78/336,024

78/259,561

## B. Trademark Nos.

1,401,342

1,401,343

1,153,248

2,012,336

1,344,658

1,344,657

2,105,694

2,031,885

2,522,822

1,989,407

2,170,630

1,084,058

1,407,774

261,696

1,399,624

1,377,344

2,067,367

2,676,741

762,378

2,803,572

2,571,382

1,650,837

1,741,436

1,678,626

983,385

1,686,509

2,065,296

1,879,874

984,556

763,157

1,435,795

761,387

1,315,901

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("*Agreement*"), dated as of July 12, 2004, is by and between WALLS INDUSTRIES, 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 Debtor 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, Debtor and Holders have entered into the Senior Second 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 Second 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:

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.

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 Second 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 Second 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 Second 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:

WALLS INDUSTRIES, INC., CLEBURNE, TEXAS, a Delaware corporation

By: [Signature]  
Name: DAVID MANN  
Title: VICE PRESIDENT & SECRETARY

COLLATERAL AGENT:

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

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

ATTACHMENT:

Schedule 1 - Trademarks

Trademark Security Agreement  
Walls Industries, 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:

WALLS INDUSTRIES, INC., CLEBURNE, TEXAS, a  
Delaware corporation

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

COLLATERAL AGENT:

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

By:  \_\_\_\_\_  
Name: JOHN C. STOHLMANN  
Title: VICE PRESIDENT

ATTACHMENT:  
Schedule 1 - Trademarks







**SCHEDULE 1**  
**TO TRADEMARK SECURITY AGREEMENT**  
**TRADEMARKS**

Trademarks (United States)

Owner	Trademark	Classes	App No / App date	Reg No/ Reg Date	Status
Walls Industries, Inc., Cleburne, Texas ("Walls")	10X	25		1,401,342 15-Jul-1986	REG
Walls	10X & Design	25		1,401,343 15-Jul-1986	REG
Walls	10X (Stylized)	25		1,153,248 05-May-1981	REG
Walls	ARCTIC ZONE	25		2,012,336 29-Oct-1996	REG
Walls	BIG BORE	25		1,344,658 25-Jun-1985	REG
Walls	BIG BORE & Design	25		1,344,657 25-Jun-1985	REG

Owner	Trademark	Classes	App No / App date	Reg No/ Reg Date	Status
Walls	BLACK DUCK	25		2,105,694 14-Oct-1997	REG
Walls	BLIZZARD PRUF		78/354,757 21-Jan-2004		PEN
Walls	BRUSH HUNTER	25	78/336,024 3-Dec-2003		PEN
Walls	COMMANDER	25		2,031,885 21-Jan-1997	REG
Walls	COMMANDER	25		2,522,822 25-Dec-2001	REG
Walls	DOUBLE ARROWHEAD DESIGN	025		1,989,407 30-Jul-1996	REG
Walls	FROST PRUF	025	78/259,561 06-Jun-2003		PEN
Walls	LEADING THE WAY OUTDOORS	25		2,170,630 07-Jul-1998	REG
Walls	LIBERTY	25		1,084,058 31-Jan-1978	REG

Owner	Trademark	Classes	App No / App date	Reg No/ Reg Date	Status
Walls	LIBERTY and design	25		1,407,774 02-Sep-1986	REG
Walls	LIBERTY and shield design	25		261,696 24-Sep-1929	REG
Walls	LIBERTY FREEDOM and design	25		1,399,624 01-Jul-1986	REG
Walls	LIBERTY RUGGED OUTDOOR GEAR	25		1,377,344 07-Jan-1986	REG
Walls	MASTER MADE	25		2,067,367 03-Jun-1997	REG
Walls	SHIKARI CLOTH	24		2,676,741 21-Jan-2003	REG
Walls	UPLAND	25		762,378 31-Dec-1963	REG
Walls	W WALLS & Design	25		2,803,572 6-Jan-2004	REG
Walls	WALLS	25		2,571,382 21-May-2002	REG

Owner	Trademark	Classes	App No / App date	Reg No/ Reg Date	Status
Walls	WALLS	25		1,650,837 16-Jul-1991	REG
Walls	WALLS BLIZZARD-PRUF	25		1,741,436 22-Dec-1992	REG
Walls	WALLS BLIZZARD-PRUF & Design	25		1,678,626 10-Mar-1992	REG
Walls	WALLS' BLIZZARD-PRUF & design	25		983,385 07-May-1974	REG
Walls	WALLS BREATHABLE WATER-PRUF	25		1,686,509 12-May-1992	REG
Walls	WALLS MASTER MADE	25		2,065,296 27-May-1997	REG
Walls	ZERO ZONE BY WALLS	25		1,879,874 21-Feb-1995	REG
Walls	ZERO-ZONE AND DESIGN	25		984,556 21-May-1974	REG
Walls	WHITE FLYER			0763157 14-Jan-1964	REG

Owner	Trademark	Classes	App No / App date	Reg No / Reg Date	Status
Walls	cowboy design			1435795 7-April-1987	REG
Walls	BIGBORE			0761387 10-Dec-1963	REG
Walls	ZAPPERS			1315901 22-Jan-1985	REG

Trademarks (CTM Marks)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN

Trademarks (Austria)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN

Trademarks (Benelux)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN
Walls	WALLS	18, 25		568717 3-Jan-1996	REG

Trademarks (Canada)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	25		TMA414,441 9-Jul-1993	REG

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS BLIZZARD-PRUF and Design			TMA417364 24-Sep-1993	REG

Trademarks (Denmark)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN

Trademarks (Finland)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN

Trademarks (France)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	25		01 3125980 15-Oct-2001	REG
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN
Walls	WALLS BLIZZARD-PRUF and Design	25		1694203 18-Sep-1991	REG

Trademarks (Germany)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN
Walls	WALLS	25		2 010 345 28-Feb-1992	REG
Walls	WALLS BLIZZARD-PRUF and Design	25		2 010 347 28-Feb-1992	REG

Trademarks (Greece)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN

Trademarks (Ireland)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN

Trademarks (Italy)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	25		614295 30-Dec-1993	REG
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN
Walls	WALLS BLIZZARD-PRUF and Design	25		61 4293 30-Dec-1993	REG

Trademarks (Japan)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	10X Logo	25		4742126 23-Jan-2004	REG
Walls	WALLS	17		2713546 30-Apr-1996	
Walls	WALLS BLIZZARD-PRUF and Design	17		2715176 31-Jul-1996	REG

Trademarks (Poland)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	25		100878 23-Mar-1995	REG

Trademarks (Portugal)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN

Trademarks (Spain)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN

Trademarks (Sweden)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN



Trademarks (United Kingdom)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Walls	WALLS	9, 18, 25	3213551 6-Jun-2003		PEN
Walls	WALLS	25		2273969 14-Jun-2001	REG

Trademark License Agreements

1. Authorization, effective March 21, 2002, for use of REALTREE X-TRA, REALTREE HARDWOODS, ADVANTAGE CLASSICS, ADVANTAGE WETLANDS CAMO, ADVANTAGE TIMBER, and ADVANTAGE MAX-4 trademarks in connection with licensed products by and between Jordan Outdoor Enterprises, Ltd. and Walls Industries.

2. Manufacturers Agreement: Copyright and Trademark, dated as of January 10, 2003, for use of Mossy Oak, New Break-Up and Forest Floor trademarks in connection with licensed products by and between Haas Outdoors, Inc. and Walls Industries.

3. Copyright and Trademark License Agreement, dated as of November 15, 2002, for use of NaturalGear . . . The Science of Camouflage trademark in connection with licensed products by and between NatGear LLC and Walls Industries, Inc.