

31404

03-09-2004

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



T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner **102692822** enclosed original documents or copy thereof.

1. Name of conveying party(ies):
Walls Industries, Inc.

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: Wells Fargo Bank, National Association, as Agent
Internal
Address: _____
Street Address: 1000 Louisiana, 4th Floor
City: Houston State: TX Zip: 77002

Individual(s) citizenship _____
 Association National Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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 _____

Execution Date: January 26, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: James J. Murphy
 Internal Address: Winstead Sechrest & Minick P.C.

 Street Address: P.O. Box 50784

 City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: **33**

7. Total fee (37 CFR 3.41).....\$ 840.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

 23-2426

OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

 James J. Murphy
 Name of Person Signing

James J. Murphy

 Signature

_____ 3-3-04 _____
 Date

Total number of pages including cover sheet, attachments, and document: **9**

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

03/08/2004 ECOOPER 00000070 78101782
01 FC:8521 40.00 OP
02 FC:8521 800.00 OP

Express Mail Label
No. EL 859423730 US

TRADEMARK
REEL: 002923 FRAME: 0825

ATTACHMENT TO ASSIGNMENT COVER SHEET FOR
 RECORDATION OF SECURITY AGREEMENT BETWEEN
 Wells Fargo Bank, National Association, as Agent and Walls Industries, Inc.

<u>Trademark Name</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No.</u>	<u>Reg Date</u>
W WALLS & Design	78/101,782	09-Jan-2002		
FROST PRUF	78/259,561	06-Jun-2003		
BRUSH HUNTER	78/336,024	78/336,024		
BLIZZARD PRUF	78/354,757	21-Jan-2004		
LIBERTY AND SHIELD DESIGN			261,696	24-Sep-1929
BIG SMITH			437,038	02-Mar-1948
UPLAND			762,378	31-Dec-1963
WALLS' BLIZZARD-PRUF AND DESIGN			983,385	07-May-1974
ZERO-ZERO AND DESIGN			984,556	21-May-1974
LIBERTY			1,084,058	31-Jan-1978
10X (Stylized)			1,153,248	05-May-1981
BIG BORE & Design			1,344,657	25-Jun-1985
BIG BORE			1,344,658	25-Jun-1985
LIBERTY RUGGED OUTDOOR GEAR			1,377,344	07-Jan-1986
LIBERTY FREEDOM AND DESIGN			1,399,624	01-Jul-1986
10X			1,401,342	15-Jul-1986
10X & Design			1,401,343	15-Jul-1986
LIBERTY AND DESIGN			1,407,774	02-Sep-1986
WALLS			1,650,837	16-Jul-1991
WALLS BLIZZARD-PRUF & Design			1,678,626	10-Mar-1992

<u>Trademark Name</u>	<u>App No</u>	<u>App Date</u>	<u>Reg No.</u>	<u>Reg Date</u>
WALLS BREATHABLE WATER-PRUF			1,686,509	12-May-1992
WALLS BLIZZARD-PRUF			1,741,436	22-Dec-1992
ZERO ZONE BY WALLS			1,879,874	21-Feb-1995
DOUBLE ARROWHEAD DESIGN			1,989,407	30-Jul-1996
ARCTIC ZONE			2,012,336	29-Oct-1996
COMMANDER			2,031,885	21-Jan-1997
WALLS MASTER MADE			2,065,296	27-May-1997
MASTER MADE			2,067,367	03-Jun-1997
BLACK DUCK			2,105,694	14-Oct-1997
LEADING THE WAY OUTDOORS			2,170,630	07-Jul-1998
COMMANDER			2,522,822	25-Dec-2001
WALLS			2,571,382	21-May-2002
SHIKARI CLOTH			2,676,741	21-Jan-2003

DALLAS_1\3924580\3
4839-352 03/02/2004

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of January 26, 2004, by and between WALLS INDUSTRIES, INC., CLEBURNE, TEXAS, a Delaware corporation (the "Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent (in such capacity, the "Agent").

RECITALS:

A. The Debtor, Walls Holding Company, Inc. ("Holdings"), certain lenders or other financial institutions or entities parties thereto (the "Lenders") and the Agent are parties to that certain Credit Agreement dated as of January 26, 2004 (as the same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Debtor, Holdings, the subsidiaries of the Debtor (the "Subsidiaries") and the Agent have entered into that certain Amended and Restated Security Agreement dated as of January 26, 2004 (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement") which amends and restates (i) that certain Security Agreement dated as of March 20, 1997 executed by and among the Debtor, Holdings, the Subsidiaries and the Agent (as the same has been amended, restated, supplemented or modified from time to time, the "1997 Security Agreement") and (ii) that certain Security Agreement dated as of March 25, 2003 executed by and among the Debtor, Holdings, the Subsidiaries and the Agent (as the same has been amended, restated, supplemented or modified from time to time, the "2003 Security Agreement") pursuant to which the Debtor has granted to the Agent and the Lenders a lien on and security interest in certain Trademarks described therein, including all trademarks, service marks and trademark service mark registrations and applications, both foreign and domestic at any time owned by the Debtor, including without limitation, those described on Exhibit A hereto, and the goodwill represented thereby, and excluding any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included herein and therein (collectively, the "Trademark Collateral"). Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Security Agreement.

C. It is a condition to the Agent's and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Trademark Collateral in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Grant of Security Interest. As collateral security for the prompt payment and performance in full when due of the Obligations (whether at stated maturity, by acceleration, or otherwise), the Debtor hereby grants to the Agent and the Lenders a security interest in all of Debtor's right, title and interest in and to the Trademark Collateral, including all rights and

interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and all proceeds of the foregoing.

2. After Acquired Trademark Collateral Rights. If the Debtor shall obtain rights to any new Trademark Collateral, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Agent with respect to any such new Trademark Collateral or renewal or extension of any Trademark registration. The Debtor shall bear any expenses incurred in connection with future applications for Trademark registration.

3. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Debtor may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of the Agent. THE AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be effective as originals.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW. THE DEBTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE AGENT AND THE DEBTOR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE AGENT AND THE DEBTOR SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK, HAVING JURISDICTION UNLESS THE AGENT SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Debtor and the Agent have executed this Agreement by their duly authorized officers as of the date first above written.

DEBTOR:

WALLS INDUSTRIES, INC.,
CLEBURNE, TEXAS

By: *Michael B. Kramer*
Michael B. Kramer
Chief Financial Officer

STATE OF Florida §

§

COUNTY OF Leon §

The foregoing instrument was acknowledged before me this 23 day of January, 2004, by Michael B. Kramer, the CFO of WALLS INDUSTRIES, INC., CLEBURNE, TEXAS, a Delaware corporation, on behalf of the corporation.

Kathleen Joyce Armstrong
Notary Public
In and for the State of Florida
My Commission Expires:



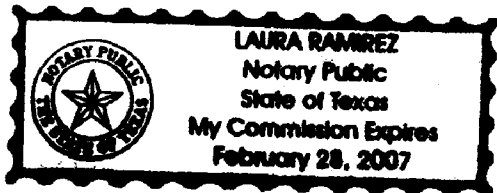
Signature Page to Security Interest Assignment of Trademarks

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4839-352 01/22/2004

TRADEMARK
REEL: 002923 FRAME: 0830

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent



By: _____

Roger Fruendt
Vice President

A handwritten signature in black ink, appearing to read "R. Fruendt", written over a horizontal line.

STATE OF Texas §

§

COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 27th day of January, 2004, by Roger Fruendt, a Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent, a national banking association, on behalf of such national association.

A handwritten signature in black ink, appearing to read "Laura Ramirez", written over a horizontal line.

Notary Public

In and for the State of Texas

My Commission Expires: 02/28/07

EXHIBIT A

<u>Trademark Name</u>	<u>App No/ App date</u>	<u>Reg No/ Reg Date</u>
10X		1,401,342 15-Jul-1986
10X & Design		1,401,343 15-Jul-1986
10X (Stylized)		1,153,248 05-May-1981
ARCTIC ZONE		2,012,336 29-Oct-1996
BIG BORE		1,344,658 25-Jun-1985
BIG BORE & Design		1,344,657 25-Jun-1985
BIG SMITH		437,038 02-Mar-1948
BLACK DUCK		2,105,694 14-Oct-1997
BLIZZARD PRUF	78/354,757 21-Jan-2004	
BRUSH HUNTER	78/336,024	
COMMANDER		2,031,885 21-Jan-1997
COMMANDER		2,522,822 25-Dec-2001
DOUBLE ARROWHEAD DESIGN		1,989,407 30-Jul-1996
FROST PRUF	78/259,561 06-Jun-2003	
LEADING THE WAY OUTDOORS		2,170,630 07-Jul-1998

Exhibit A to Security Interest Assignment of Trademarks

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4839-352 02/11/2004

**TRADEMARK
REEL: 002923 FRAME: 0832**

LIBERTY		1,084,058 31-Jan-1978
LIBERTY AND DESIGN		1,407,774 02-Sep-1986
LIBERTY AND SHIELD DESIGN		261,696 24-Sep-1929
LIBERTY FREEDOM AND DESIGN		1,399,624 01-Jul-1986
LIBERTY RUGGED OUTDOOR GEAR		1,377,344 07-Jan-1986
MASTER MADE		2,067,367 03-Jun-1997
SHIKARI CLOTH		2,676,741 21-Jan-2003
UPLAND		762,378 31-Dec-1963
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WALLS		1,650,837 16-Jul-1991
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WALLS BREATHABLE WATER- PRUF		1,686,509 12-May-1992
WALLS MASTER MADE		2,065,296 27-May-1997
ZERO ZONE BY WALLS		1,879,874 21-Feb-1995
ZERO-ZERO AND DESIGN		984,556 21-May-1974

Exhibit A to Security Interest Assignment of Trademarks

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4839-352 02/11/2004

RECORDED: 03/04/2004

TRADEMARK
REEL: 002923 FRAME: 0833