

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):

Big Smith Holdings, Inc.

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 _____

If assignee is not domiciled in the United States, a domestic representative designation is required Yes No

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: July 12, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

437,038
1,026,828

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: 2

7. Total fee (37 CFR 3.41) ... \$ 65.00

Enclosed

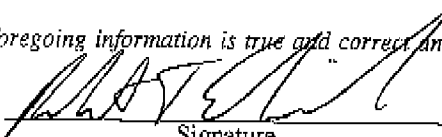
Authorized to be charged to deposit account

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  2/2/05

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

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

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1592534

700151362

TRADEMARK
REEL: 003023 FRAME: 0674

CH \$65.00 500305 043703E

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 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.

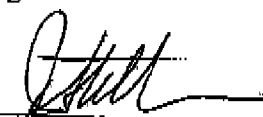
DEBTOR:

BIG SMITH HOLDINGS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

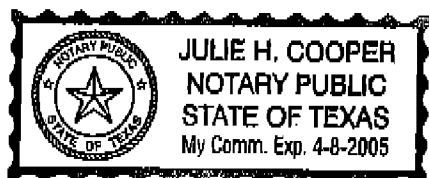
THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association, as Collateral Agent

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 MANN, 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: _____

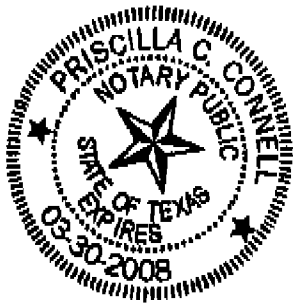
THE STATE OF _____)
COUNTY OF _____)

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. Stahlmann, 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