

04-06-2005  
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To the honorable Commissioner of P

marks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BTWW RETAIL, L.P.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☒ Limited Partnership  
☐ Corporation-State  
☐ Other \_\_\_\_\_

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

3. Nature of conveyance

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: March 11, 2005

2. Name and address of receiving party(ies)

Name: The Frost National Bank d/b/a Frost Capital Group

Internal

Address: \_\_\_\_\_

Street Address: 1010 Lamar, Suite 700

City: Houston State: TX Zip: 77002

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☒ Other national banking association

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,402,400 2,308,184, 2,308,183

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning  
document should be mailed:

Name: Joan S. Sostek

Internal Address: Jackson Walker L.L.P.

Street Address: 901 Main Street, Suite 6000

City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations  
involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Joan S. Sostek

Name of Person Signing

Joan S. Sostek

Signature

3/11/05

Date

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

04/05/2005 JJALLAH2 00000003 2402400

01 FC:8521  
02 FC:8522 0031390.1

40.00 DP  
50.00 DP

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

TRADEMARK  
REEL: 003142 FRAME: 0819

## **SECURITY INTEREST ASSIGNMENT**

**THIS SECURITY INTEREST ASSIGNMENT** (this "Assignment") is by **BTWW RETAIL, L.P.**, a Texas limited partnership, having an address of 1130 Dragon Street, Suite 190, Dallas, Texas 75207 ("Debtor") for the benefit of **THE FROST NATIONAL BANK**, a national banking association, doing business as Frost Capital Group, having an address of 1010 Lamar, Suite 700, Houston, Texas 77002 ("Secured Party").

### **RECITALS**

**WHEREAS**, Debtor and Secured Party are parties to that certain Security Agreement dated as of March 11, 2005 (the "Security Agreement"), pursuant to which, Debtor granted to Secured Party a security interest in all assets of Debtor, including all of Debtor's right, title and interest in and to all trademarks and other intellectual property of Debtor, including the trademarks and associated registrations set forth in SCHEDULE A attached hereto;

**WHEREAS**, it is the purpose of this document to evidence the grant of the security interest in a form suitable for recording in the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration received as referenced in the Security Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, Debtor grants to Secured Party, subject to and upon the terms of the Security Agreement, a first priority security interest in, a general lien upon, and a right of set-off against, all of Debtor's right, title and interest in and to the trademarks and associated registrations set forth in **SCHEDULE A** attached hereto, as well as a security interest in the proceeds thereof and the goodwill associated therewith.

**IN WITNESS WHEREOF**, Debtor has caused this instrument to be duly executed as of March 11, 2005.

### **DEBTOR:**

BTWW RETAIL, L.P.,  
a Texas limited partnership

By: BTWW Genpar, LLC,  
a Texas limited liability company  
its sole general partner

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

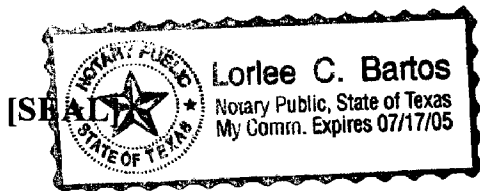
Kevin Prigel,  
Manager and Vice President

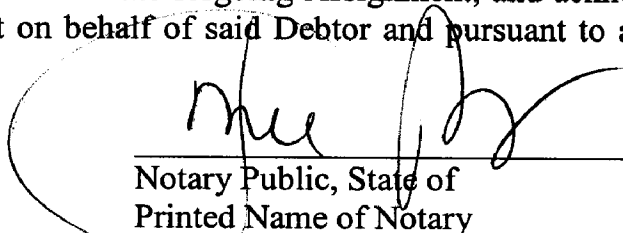
STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

On this 11 day of March, 2005, personally appeared before me Kevin Prigel, known to me to be the Manager and Vice President of BTWW Genpar, LLC, the sole general partner of **BTWW RETAIL, L.P.**, the Debtor named in the forgoing Assignment, and acknowledged that he executed the foregoing Assignment on behalf of said Debtor and pursuant to authority duly received.



  
\_\_\_\_\_  
Notary Public, State of  
Printed Name of Notary

## SCHEDULE A

### A. Trademarks

1. Old West Warehouse - U.S. Registration Number 2,402,400.
2. Boot Town, U.S. - Registration Number 2,308,184.
3. Boot Town and design **BOOT-TOWN** U.S. Registration Number 2,308,183.

### B. Trade Names

1. Boot Town
2. Boot Town Western Wear
3. Boot Town Western Warehouse