

11-10-04

11-15-04

2E

D-4

Form **PTO-1594** (REV. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings $\Rightarrow \Rightarrow \Rightarrow$

REC
1

06-10-2005

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



103018878

al documents or copy thereof.

1. Name of conveying party(ies):

Wells Fargo Bank, National Association

- ☐ 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 Release of Security Interest

Execution Date: August 27, 2004

2. Name and address of receiving party(ies)

Name: Big Smith Holdings, Inc.

Internal

Address: _____

Street Address: 1905 N. Main Street

City: Cleburne State TX Zip: 76033

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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

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

A. Trademark Application No.(s) 1,026,828

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: Julie H. Cooper

Internal Address: _____

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

9. Signature.

Julie H. Cooper

Name of Person Signing

Julie H. Cooper
Signature

11/9/04

Date

total number of pages including cover sheet, attachments, and document: 5

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

11/19/2004 DRYTNE 00000111 1026828

01 FC:8521

TRADEMARK
REEL: 003177 FRAME: 0798

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is executed as of this 27 day of August, 2004, by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association in its capacity as agent (the "Agent") for itself and each financial institution party to the Credit Agreement as defined below (the "Lenders").

WHEREAS, BIG SMITH HOLDINGS, INC., a corporation organized under the laws of the State of Delaware (herein referred to as the "Debtor"), Walls Industries, Inc., Cleburne, Texas, a corporation organized under the laws of the State of Delaware (the "Borrower"), the Agent, the Lenders and other parties thereto entered into that certain Credit Agreement dated as of March 20, 1997 (as amended through the date hereof, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Debtor and the Agent entered into that certain Security Interest Assignment of Trademarks, dated as of January 26, 2004 (the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Agent was granted a security interest in, among other things, all of Debtor's interest in the collateral more specifically described on Exhibit A attached hereto ("Collateral").

Such Security Agreement was filed with the United States Patent and Trademark Office on March 4, 2004, and recorded against the Trademark Collateral on Reel/Frame 2923/ 0842

WHEREAS, the Agent has received consideration for a full and complete release of the security interest in and liens in the Collateral, and now wishes to release such security interest and liens in the Collateral.

NOW THEREFORE, the Agent represents and agrees as follows:

1. The Agent hereby releases, cancels and terminates all of its right, title and interest in and to the Collateral, including its security interest in and liens on the Collateral and all other rights with respect to the Collateral, and conveys and assigns any and all right, title and interest that it may have in and to the Collateral to Debtor.


2. The Agent represents that it has not exercised any of the rights with respect to the Collateral available to it under the Security Agreement. The Agent represents and warrants that it has not sold, licensed, conveyed or otherwise alienated any rights in and to the Collateral, and that it has not practiced or sublicensed any of the Collateral.

3. Without limiting the generality of the foregoing, this Release is intended to and shall forever terminate the irrevocable rights in the Collateral conveyed to the Agent and reconvey such rights to Debtor.

4. The Agent agrees that hereafter it will not take any action with respect to the Collateral.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Roger Fruendt
Senior Vice President

STATE OF TEXAS §
COUNTY OF HARRIS §

On the 27 day of August, 2004, before me personally came Roger Fruendt to me known, who, being by me duly sworn, did depose and say that he or she is the Sr Vice Pres of Wells Fargo Bank, National Association, the entity described in and which executed the foregoing instrument; and that he or she signed on behalf of said entity.

[SEAL]


Notary Public

My commission expires:

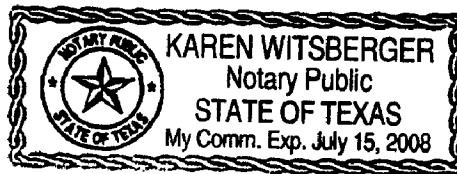




EXHIBIT A

<u>Trademark Name</u>	<u>Place of Registration</u>	<u>Registration (Application) Number</u>	<u>Registration (Application) Date</u>
ON THE JOB WEAR (Stylized)	United States	1,026,828	December 9, 1975



EXHIBIT A

<u>Trademark Name</u>	<u>Place of Registration</u>	<u>Registration (Application) Number</u>	<u>Registration (Application) Date</u>
ON THE JOB WEAR (Stylized)	United States	1,026,828	December 9, 1975

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is executed as of this 17 day of August, 2004, by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association in its capacity as agent (the "Agent") for itself and each financial institution party to the Credit Agreement as defined below (the "Lenders").

WHEREAS, BIG SMITH HOLDINGS, INC., a corporation organized under the laws of the State of Delaware (herein referred to as the "Debtor"), Walls Industries, Inc., Cleburne, Texas, a corporation organized under the laws of the State of Delaware (the "Borrower"), the Agent, the Lenders and other parties thereto entered into that certain Credit Agreement dated as of March 20, 1997 (as amended through the date hereof, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Debtor and the Agent entered into that certain Security Interest Assignment of Trademarks, dated as of January 26, 2004 (the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Agent was granted a security interest in, among other things, all of Debtor's interest in the collateral more specifically described on Exhibit A attached hereto ("Collateral").

Such Security Agreement was filed with the United States Patent and Trademark Office on March 4, 2004, and recorded against the Trademark Collateral on Reel/Frame 2923/ 0842

WHEREAS, the Agent has received consideration for a full and complete release of the security interest in and liens in the Collateral, and now wishes to release such security interest and liens in the Collateral.

NOW THEREFORE, the Agent represents and agrees as follows:

1. The Agent hereby releases, cancels and terminates all of its right, title and interest in and to the Collateral, including its security interest in and liens on the Collateral and all other rights with respect to the Collateral, and conveys and assigns any and all right, title and interest that it may have in and to the Collateral to Debtor.

2. The Agent represents that it has not exercised any of the rights with respect to the Collateral available to it under the Security Agreement. The Agent represents and warrants that it has not sold, licensed, conveyed or otherwise alienated any rights in and to the Collateral, and that it has not practiced or sublicensed any of the Collateral.

3. Without limiting the generality of the foregoing, this Release is intended to and shall forever terminate the irrevocable rights in the Collateral conveyed to the Agent and reconvey such rights to Debtor.

4. The Agent agrees that hereafter it will not take any action with respect to the Collateral.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: *[Signature]*
Roger Fruendt
Senior Vice President

STATE OF TEXAS

§

COUNTY OF HARRIS

§

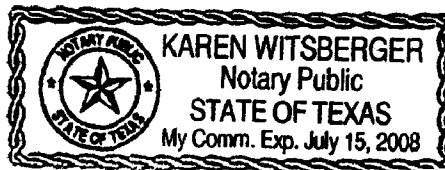
§

On the 27 day of August, 2004, before me personally came Roger Fruendt to me known, who, being by me duly sworn, did depose and say that he or she is the Sr Vice Pres of Wells Fargo Bank, National Association, the entity described in and which executed the foregoing instrument; and that he or she signed on behalf of said entity.

[SEAL]

Karen Witsberger
Notary Public

My commission expires:



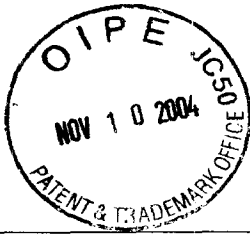


EXHIBIT A

<u>Trademark Name</u>	<u>Place of Registration</u>	<u>Registration (Application) Number</u>	<u>Registration (Application) Date</u>
ON THE JOB WEAR (Stylized)	United States	1,026,828	December 9, 1975