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08-08-2005



103058653 ▼

U.S. DEPARTMENT OF COMMERCE
U.S. 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):

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 First Amendment to Loan Agreement/Security Interest

Execution Date: May 2, 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

7/19/05

Date

Total number of pages including cover sheet, attachments, and document: 31

08/08/2005 08:01:00 00000001 2402400

01 FC:8521

02 FC:8522

3991339.1

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

TRADEMARK
REEL: 003201 FRAME: 0940

FIRST AMENDMENT TO LOAN AGREEMENT AND MODIFICATION OF LOAN DOCUMENTS

This First Amendment to Loan Agreement and Modification of Loan Documents (this "Amendment") is executed as of May 2, 2005 by and between BTWW RETAIL, L.P., a Texas limited partnership ("Borrower") and THE FROST NATIONAL BANK, a national banking association, doing business as FROST CAPITAL GROUP (hereinafter called "Lender").

WITNESSETH:

WHEREAS, Borrower and Lender entered into that certain Loan Agreement, dated March 11, 2005 (the "Loan Agreement"), pursuant to which Lender agreed to make available to Borrower revolving credit loans not to exceed, at any one time, an amount equal to the Borrowing Base, subject to satisfaction of the Excess Availability Requirement (each capitalized term used herein, but not otherwise defined shall have the same meaning given to it in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, Borrower executed and delivered to Lender that certain Revolving Credit Note, dated the date of the Loan Agreement, in the principal amount of \$6,000,000; and

WHEREAS, Borrower has requested, among other things, that Lender (a) increase the Maximum Facility from \$6,000,000 to \$8,000,000, and (b) consent to the purchase of certain assets (the "Purchased Assets") of Sergeant's Western World, Inc., a Texas corporation ("Seller"; the transaction whereby Borrower acquires the Purchased Assets from Seller shall hereinafter be referred to as the "Asset Purchase"); and

WHEREAS, subject to the terms and conditions contained herein, Lender has agreed to such requests by Borrower.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are all hereby acknowledged, Borrower and Lender hereby covenant and agree as follows:

ARTICLE 1 AMENDMENTS

Section 1.1 Definitions. Each of the following definitions set forth in Section 1.02 of the Loan Agreement are hereby amended and restated, each in its entirety, as follows:

"Asset Purchase Agreement" shall mean the Asset Purchase Agreement, dated on or about May 2, 2005, by and among Sergeant's Western World, Inc., Seller, Dennis M. Sergeant, Cherryl Sergeant and Borrower, and all exhibits attached thereto, as amended by that certain Addendum to Asset Purchase Agreement, dated on or about May 2, 2005, by and among Sergeant's Western World, Inc., Seller, Dennis M. Sergeant, Cherryl Sergeant and Borrower.

"Borrowing Base" shall mean, at any time, an amount not to exceed the lesser of: (a) Eight Million and No/100 Dollars (\$8,000,000.00), and (b) the Inventory Advance Amount determined as of the date the Borrowing Base is calculated, minus the amount of the Availability Reserve, and minus the aggregate outstanding balance of all issued but unredeemed gift cards or gift certificates.

"Eligible Inventory" shall mean Borrower's Inventory consisting only of finished goods in which Lender has a perfected, first-priority Lien or security interest. Eligible Inventory shall not include, without limitation, Inventory: (a) in which Lender does not have a perfected, first-priority Lien or security interest, (b) consigned to or from third parties, (c) that is obsolete, unserviceable, damaged or spoiled, (d) accounted for on the books of Borrower as burden, (e) that is raw materials, (f) comprised of packaging and shipping supplies, materials, boxes or containers, (g) that is slow moving, obsolete, used, returned, damaged, spoiled or defective, (h) located outside of the continental United States, (i) that is in-transit or work in process, (j) that is located in a warehouse from which Lender has not received a warehouseman's receipt and a lien waiver and consent acceptable to Lender in form and substance in its sole discretion, or is located at a leased location for which Lender has not received a landlord's waiver and consent acceptable to Lender in form and substance in its sole discretion, (k) located in lay-away, (l) that is furniture, jewelry, or Christmas items, or (m) goods which Lender, in its sole discretion, deems not acceptable. Standards of eligibility may be revised at any time, and from time to time, solely by Lender in its sole discretion. The amount of Borrower's Eligible Inventory shall be adjusted by Lender in its sole discretion by establishment of reserves for shrink, lay away and any related tax burden, including without limitation sales and property taxes. In addition, notwithstanding the foregoing, in no event shall Tack Inventory account for more than 25% of Borrower's Eligible Inventory.

"Loan Documents" shall mean this Agreement, the Note, the Guaranty Agreements, the Security Instruments, together with all and all other documents, instruments, guarantees, security agreements, deeds of trust, pledge agreements, and other agreements at any time and from time to time executed by the Borrower, the General Partner, any Subsidiary and/or any Guarantor in connection with this Agreement or any advance of funds under this Agreement, in each case as the same may

be amended, modified, supplemented or restated or otherwise modified from time to time.

"Maximum Facility" shall mean Eight Million and No/100 Dollars (\$8,000,000.00).

"Tack Inventory" shall mean Inventory that is horse products, equipment and gear, including, but not limited to, saddles, bridles, tack and related gear.

Section 1.2 Equity Requirement. Article IV of the Loan Agreement is hereby amended to include the following Section 4.18:

Section 4.18 Equity Requirement. No later than July 2, 2005, Borrower shall deliver to Lender evidence satisfactory to Lender, in Lender's sole discretion, of an investment by one or more of Borrower's partners of new cash equity in Borrower in an amount of not less than \$1,000,000 (the "Equity Requirement"). Borrower's failure to satisfy the Equity Requirement by the date set forth above shall result in an increase of the Margin Percentage (as defined in the Note), as set forth in the Note.

Section 1.3 Legacy Bank Intercreditor Agreement. The date by which Borrower must satisfy the requirements of Section 7.22 of the Loan Agreement is hereby extended from April 30, 2005 to July 30, 2005, and such provision is hereby amended accordingly.

Section 1.4 Schedules to Loan Agreement. Schedules 2.10, 2.12, 3.01, 3.07, 3.09, 3.19, 3.20, 5.01 and 5.02 to the Loan Agreement are each deleted and replaced, each in its entirety, with the corresponding Schedules 2.10, 2.12, 3.01, 3.07, 3.09, 3.19, 3.20, 5.01 and 5.02 attached hereto as Exhibit A, attached hereto and made a part hereof.

Section 1.5 Schedules to Security Agreement. Schedules I, II and IV to the Security Agreement are each deleted and replaced, each in its entirety, with the corresponding Schedules I, II and IV attached hereto as Exhibit B, attached hereto and made a part hereof.

ARTICLE 2 CONSENT AND AGREEMENTS

Section 2.1 Consent. Lender hereby consents to the Asset Purchase, to assignment to Borrower of, and the assumption by Borrower of Seller's obligations under, the leases of Seller's store locations in Arlington, Texas, Farmers Branch, Texas, and Pilot Point, Texas, and the opening by Borrower of store locations at the premises covered by the leases of Seller's store locations in Arlington, Texas, Farmers Branch, Texas, and Pilot Point, Texas. The consent granted in this Amendment is limited to the actions contemplated herein and does not constitute a waiver of any required consent with respect to any other action.

Section 2.2 Capital Expenditure Agreement. Borrower and Lender agree that amounts paid by Borrower to Seller as consideration for the Asset Purchase shall not constitute a

capital expenditure for purposes of calculating the annual capital expenditure limit set forth in Section 5.20 of the Loan Agreement.

Section 2.3 Title to Vehicles. Borrower will, with respect to the vehicles described on Schedule I, attached hereto and made a part hereof, within thirty (30) days after the date hereof, take all steps necessary to obtain re-issuance of title in the name of Borrower and showing Lender as lienholder thereon, and will deliver the originals of such new titles to Lender immediately upon receipt thereof.

Section 2.4 State Tax Liens. Borrower will, not later than July 2, 2005, furnish evidence satisfactory to Lender, in Lender's sole discretion, that the following State Tax Liens have been released:

(a) State Tax Lien in the amount of \$1,113.00 filed in the Dallas County Records Office, file number 96244@3949 (reference number 16601672580); and

(b) State Tax Lien in the amount of \$1,113.00 filed in the Denton County Records Office, file number 90792 (reference number 46364900143).

ARTICLE 3 CONDITIONS TO CLOSING

Section 3.1 Conditions to Closing. As a condition to the closing of this Amendment, all of the following shall have been satisfied:

(a) Borrower shall have executed and delivered this Amendment and that certain Amended and Restated Revolving Credit Note dated of even date herewith in the principal amount of \$8,000,000 and payable to the order of Lender;

(b) Borrower shall have paid to Lender, a fully-earned, non-refundable modification fee of \$20,000;

(c) Borrower shall have delivered to Lender, and Lender shall have approved, in Lender's sole discretion, fully executed copies of all documents executed by and between Borrower and Seller in connection with the Asset Purchase, including, but not limited to that certain Asset Purchase Agreement dated on or about the date hereof by and among Seller, Dennis M. Sergeant, Cherryl Sergeant and Borrower, and all exhibits attached thereto;

(d) Borrower shall have delivered to Lender, and Lender shall have approved, evidence satisfactory to Lender, in Lender's sole discretion, that Borrower is purchasing the Purchased Assets free and clear of any and all Liens;

(e) Seller shall have executed a subordination agreement, in form and substance satisfactory to Lender, regarding that certain Non-Negotiable Promissory Note dated on or about the date hereof executed in the principal amount of \$200,000 by Borrower and payable to Seller in connection with the closing of the Asset Purchase;

(f) Borrower shall have delivered, or caused to be delivered, to Lender a landlord's consent and waiver, in form and substance satisfactory to Lender, each of which

landlord waiver shall be duly executed by the landlord or such landlord's duly authorized representative and each of which landlord waiver shall be fully enforceable under the terms and conditions of the Leases and applicable state, local or municipal law, with respect to real estate Leases for the following locations:

- (i) 8767 S. Highway 377, Pilot Point, Texas 76258;
- (ii) 13600 Stemmons Freeway, Farmers Branch, Texas 75234; and
- (iii) 4905 S. Cooper St., Arlington, Texas 76017.

(g) Borrower shall have delivered to Lender, and Lender shall have approved, in Lender's sole discretion, a blocked account agreement in favor of Lender for all accounts of Borrower maintained at other financial institutions;

(h) Lender shall have determined that immediately after the closing of this Amendment and the closing of the Asset Purchase, and after Borrower has paid (or made provisions for payment of) all accounts payable over sixty (60) days after the applicable due date provided for on the original invoice, and all closing costs incurred in connection with the Asset Purchase and the transactions contemplated hereby, Borrower shall continue to satisfy the Excess Availability Requirement;

(i) Borrower shall have delivered to Lender, and Lender shall have approved, evidence satisfactory to Lender, in Lender's sole discretion, of the investment by one or more of Borrower's partners of not less than \$1,000,000. For the sake of clarity, the equity investment required hereby is in addition to the Equity Requirement;

(j) Borrower shall have delivered to Lender, and Lender shall have approved, evidence satisfactory to Lender, in Lender's sole discretion, that the lawsuit between Seller and St. Maarten Trading Co. in the Dallas County Court, file number 9912460C (reference number 42971330459) has been settled, dismissed or litigated to the satisfaction of Lender.

ARTICLE 4 MISCELLANEOUS

Section 4.1 Representations and Warranties. The Borrower hereby represents and warrants to Lender that, after giving effect to this Amendment, (i) all representations and warranties made by Borrower in the Loan Agreement are true and correct as of the date hereof, as if such representations and warranties were recited in their entirety; and (ii) Borrower is not in default of any covenant or agreement contained in the Loan Agreement.

Section 4.2 Continuing Effect. Except as modified and amended hereby, the Loan Agreement and any other document executed in connection with the Loan Agreement (the "Loan Documents") are and shall remain in full force and effect in accordance with their terms.

Section 4.3 Payment of Expenses. Borrower agrees to pay to Lender all costs and expenses incurred by Lender in connection with this Amendment (including filing and recording costs and fees and expenses of Lender's counsel).

Section 4.4 Binding Agreement. This Amendment shall be binding upon, and shall inure to the benefit of, the parties' respective representatives, successors and assigns.

Section 4.5 Nonwaiver of Events of Default. Neither this Amendment nor any of the Loan Documents shall be deemed (a) a waiver of, or consent by Lender to, any default or event of default which may exist or hereafter occur under the Loan Agreement or any of the Loan Documents, (b) a waiver by Lender of any of Borrower's obligations under the Loan Agreement or any of the Loan Documents, or (c) a waiver by Lender of any rights, offsets, claims, or other causes of action that Lender may have against Borrower.

Section 4.6 No Defenses. Borrower, by its execution of this Amendment, hereby declares that, as of the date hereof, it has no set-offs, counterclaims, defenses or other causes of action against Lender arising out of the Loan Agreement, any documents mentioned herein or otherwise; and, to the extent any such setoffs, counterclaims, defenses or other causes of action may exist, such items are hereby waived by Borrower.

Section 4.7 Further Assurances. The parties hereto shall execute such other documents as may be necessary or as may be required, in the opinion of counsel to Lender, to effect the transactions contemplated hereby and the liens and/or security interests of all other collateral instruments, as modified by this Amendment. Borrower also agrees to provide to Lender such other documents and instruments as Lender reasonably may request in connection with the modification of the Loan effected hereby.

Section 4.8 Release. Borrower hereby releases Lender, its successors and assigns, from all claims, demands, liabilities and causes of action which Borrower may be entitled to assert (although no such claims are known to exist) against Lender as of the date hereof in connection with the negotiation, funding and administration of the Loan Documents or any amounts loaned to Borrower under the Loan Documents, including, without limitation, by reason of Lender's contracting, charging or receiving for the use, forbearance or detention of money, interest on any amounts loaned to Borrower under the Loan Documents prior to the execution of this Agreement in excess of that permitted to be charged to Borrower under applicable law.

Section 4.9 Counterparts. This Amendment may be executed in several counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts together shall constitute one and the same instrument, it being understood and agreed that the signature pages may be detached from one or more of such counterparts and combined with the signature pages from any other counterpart in order that one or more fully executed originals may be assembled.

Section 4.10 Choice of Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCEPT TO THE EXTENT FEDERAL LAWS PREEMPT THE LAWS OF THE STATE OF TEXAS.

Section 4.11 Entire Agreement. This Amendment, together with the Loan Agreement and the other Loan Documents, contain the entire agreements between the parties relating to the

subject matter hereof and thereof. This Amendment, the Loan Agreement and the other Loan Documents may be amended, revised, waived, discharged, released or terminated only by a written instrument or instruments, executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES RELATED TO THE SUBJECT MATTER HEREIN CONTAINED AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Amendment is executed effective as of the date first written above.

BORROWER:

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

LENDER:

THE FROST NATIONAL BANK,
a national banking association doing
business as
FROST CAPITAL GROUP

By: _____
Susan Holliday,
Vice President

IN WITNESS WHEREOF, this Amendment is executed effective as of the date first written above.

BORROWER:

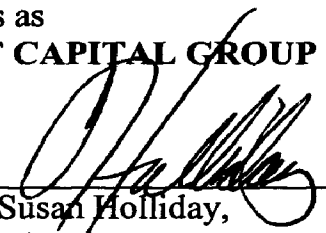
BTWW RETAIL, L.P.,
a Texas limited partnership

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

By: _____
Kevin Prigel,
Manager and Vice President

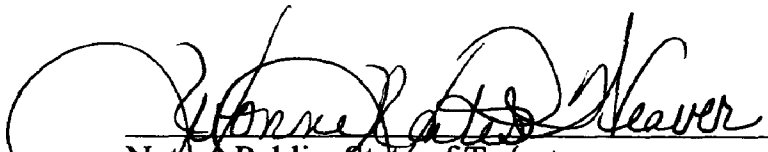
LENDER:

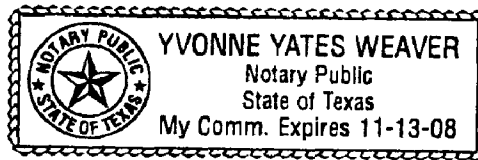
THE FROST NATIONAL BANK,
a national banking association doing
business as
FROST CAPITAL GROUP

By: _____

Susan Holliday,
Vice President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on May 2, 2005, by Kevin Prigel, Manager and Vice President of BTWW Genpar, LLC, a Texas limited liability company, sole general partner of BTWW Retail, L.P., a Texas limited partnership, on behalf of said corporation.


Notary Public, State of Texas
Name: Yvonne Yates Weaver
My commission
expires: 11-13-08



STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on May __, 2005, by Susan Holiday, Vice President of THE FROST NATIONAL BANK, a national banking association, doing business as FROST CAPITAL GROUP, on behalf of said association.

Notary Public, State of Texas
Name: _____
My commission
expires: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on May ____, 2005, by Kevin Prigel, Manager and Vice President of BTWW Genpar, LLC, a Texas limited liability company, sole general partner of BTWW Retail, L.P., a Texas limited partnership, on behalf of said corporation.

Notary Public, State of Texas

Name: _____

My commission

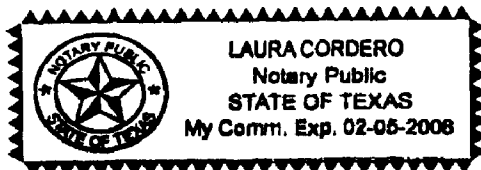
expires: _____

STATE OF TEXAS

§
§
§

COUNTY OF Harris

This instrument was acknowledged before me on May 3, 2005, by Susan Holiday, Vice President of THE FROST NATIONAL BANK, a national banking association, doing business as FROST CAPITAL GROUP, on behalf of said association.



Laura Cordero

Notary Public, State of Texas

Name: Laura Cordero

My commission

expires: 2/5/2008

SCHEDULE I

Purchased Assets covered by Certificate(s) of Title

YEAR	MAKE	MODEL	VIN #
2000	Ford	Van	1FTRE14W4YHB20913
2001	Ford	Pickup	1FTWW32F91EA89132
2001	Ford	Pickup	1FTWW32F41EA17092
1999	US Cargo	Trailer	4PL500R3XX1032038
1998	US Cargo	Trailer	4PL500R32W1016043
1994	United Trailer	Trailer	48D500JZ3R1010086

EXHIBIT A

Amended and Restated Schedules to Schedules to Loan Agreement

**SCHEDULE 2.10
OPERATING ACCOUNTS**

Part A: Accounts Remaining Active Post-Closing

Name of Bank	Account Number	Contact Person
Frost National Bank PO Drawer 749 Corpus Christi, Texas 78403	29-2016397 (Disbursement)	Barbara Bigler (817) 420-5041
Point Bank 200 S. Hwy. 377 Pilot Point, Texas 76258	0191445 (Store Deposit)	Dan Flagg (940) 686-7049

Part B: Accounts To Be Closed Post-Closing

Name of Bank	Account Number	Contact Person
JP Morgan Chase Bank PO Box 1231 Houston, Texas 77251	071-00768713	Mike Dulack (972) 934-6922
	846-09236712	
	378-00150371	
	085-00215285	
	846-09247792	
	253-00128868	
JP Morgan Chase Bank PO Box 1231 Houston, Texas 77251	378-00195339	Mike Dulack (972) 934-6922
	253-00077131 (Discovery Credit Card)	
Washington Mutual PO Box 6868 Lake Worth, Florida 33466	931-068835-8	Alex Gonzalez (972) 271-0300
	931-104692-7	
	931-185151-6	
Sterling Bank PO Box 40333 Houston, Texas 77240	0031046802	Alice Fox (281) 444-5252
	0031050915	
Bank of America PO Box 2518 Houston, Texas 77252	577-9281362	Fatou Diarra (281) 579-4754
First National – Alvin PO Box 606 Alvin, Texas 77512	108548	Celeste Reeder (281) 331-3151

SCHEDULE 2.12

BLOCKED ACCOUNTS

Name of Bank	Account Number	Contact Person
Frost National Bank PO Box 1727 Austin, Texas 78767	59-1047000	Barbara Bigler (817) 420-5041
	59-1047019 (Credit Card)	
	650026514 (ACH)	
	650026522 (ACH)	

SCHEDULE 3.01

BORROWER INFORMATION

Borrower

Headquarters

BTWW Retail, L.P.
1130 Dragon St., Suite 190
Dallas, TX 75207

Other Business Locations of Borrower and Addresses of Collateral

Store No. 4

Beltline at Preston Shopping Center
5909 Beltline
Dallas, Texas 75240
Dallas County

Store No. 6

2901 Alta Mere
Fort Worth, Texas 76116
Tarrant County

Store No. 7

19511 Highway 35
Alvin, Texas 77511
Brazoria County

Store No. 8

Pipeline Place Shopping Center
1105 W. Pipeline Road, #301
Hurst, Texas 76053
Tarrant County

Store No. 9

2821 LBJ Freeway
Dallas, Texas 75234
Dallas County

Store No. 10

10838 N. Central Expressway
Dallas, Texas 75231
Dallas County

Store No. 11

2475 Stemmons Freeway
Dallas, Texas 75207
Dallas County

Store No. 12

Southway Shopping Center
8100 S. Gessner
Houston, Texas 77036
Harris County

Store No. 16

Champions Village I Shopping Center
6542 FM 1960
Houston, Texas 77069
Harris County

Store No. 17

10201-B Katy Freeway
Houston, Texas 77024
Harris County

Store No. 19

Northwest Crossing Shopping Center
13244 Northwest Freeway
Houston, Texas 77040
Harris County

Store No. 23

1328 W. Centerville
Garland, Texas 75041
Dallas County

Store No. 26
Grapevine Mills Shopping Center
3000 Grapevine Mills, #603
Grapevine, Texas 76051
Tarrant County

Store No. 30
6888 Gulf Freeway, #500
Houston, Texas 77087
Harris County

Warehouse
3407 Jane Lane, Space #2
Dallas, Texas 75247
Dallas County

Sergeant's Western World - Arlington

4905 South Cooper St.
Arlington, Texas 76017
Tarrant County

Sergeant's Western World - Pilot Point

8767 S. Hwy 377
Pilot Point, Texas 76258
Denton County

Store No. 29
5000 Katy Mills Circle, #201
Katy, Texas 77494
Fort Bend County

Store No. 31
2333 N. Central Expressway
Plano, Texas 75075
Collin County

Owned Real Estate/No Operations

108 NW Avenue B
Andrews, Texas 79714
Andrews County

Sergeant's Western World - Farmers Branch

13600 Stemmons Freeway
Farmers Branch, Texas 75234
Dallas County

Names Used by Borrower and Loan Parties

BTWW Retail, L.P.
Boot Town, Inc.
Boot Town
Boot Town Western Wear
Boot Town Western Warehouse
Western Warehouse
Old West Warehouse
BTWW Genpar, LLC
Sergeant's Western World, Inc.
Sergeant's Western World
Sergeant's Western Store, Inc.
Sergeant's Western Store
Sergeant's
Sergeant's Western Wear
Sergeant's Western

SCHEDULE 3.07

INVESTMENTS AND GUARANTIES

General Partner has invested capital in Borrower and is liable for all obligations of Borrower as Borrower's general partner.

The obligations of Sergeant's Western World, Inc.: (i) included in the "Assumed Liabilities" as defined in and assumed by Borrower pursuant to the Asset Purchase Agreement and (ii) pursuant to that certain Lease Agreement, dated as of May 2, 2005, covering the building located on the Pilot Point Property (as such term is defined in the Asset Purchase Agreement).

SCHEDULE 3.09

LIABILITIES

All liabilities reflected in the Financial Statements shown on Schedule 3.06.

All liabilities and obligations of Borrower under the following agreements:

- (a) Financial Services Advisor Agreement, dated July 27, 2004, by and between Borrower and Luther King Capital Management Corporation.
- (b) Employment Agreement with John Talbott, dated June 15, 2004.

All liabilities and obligations of Borrower pursuant to Lease Agreements with the landlords and lessors as listed on Schedule 3.19, as reflected in the copies thereof delivered to Lender.

All debt assumed by Borrower (or which was not extinguished) pursuant to the Reorganization Plan and existing on the date hereof (excluding debt owed to Lender), being:

Debt owed to Legacy Bank pursuant to that certain Promissory Note, dated as of August 28, 2001, made by Boot Town, Inc. in favor of Legacy Bank of Texas in the original principal amount of \$500,000, having a current approximate balance of \$140,000.

All liabilities and obligations of Borrower pursuant to contracts which were assumed by Borrower pursuant to the Reorganization Plan (excluding contracts with Lender), being:

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security systems maintenance and operation for corporate office dated 11/2/92.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security systems for Alta Mere Store #6 dated 6/5/87.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for LBJ Store #9 dated 12/19/94.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for Beltline Store #4 dated 1/19/87.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for Grapevine Mills Store #26 dated 11/4/97.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for Garland store #23 dated 4/4/96.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for Stemmons Store #11 dated 6/18/90.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for Central Store #10 dated 10/7/87.

Montana Silversmiths, Inc. – Agreement regarding dealer display case dated January, 1992.

Waste Management of North Texas – Waste removal service agreement for store #11 dated 7/25/03.

Waste Management of North Texas – Waste removal service agreement for store #10 dated 7/25/03.

Waste Management of North Texas – Waste removal service agreement for Store #6 dated 9/9/02.

General Partner is liable for all obligations of Borrower as Borrower's general partner.

The obligations of Sergeant's Western World, Inc.: (i) included in the "Assumed Liabilities" as defined in and assumed by Borrower pursuant to the Asset Purchase Agreement and (ii) pursuant to that certain Lease Agreement, dated as of May 2, 2005, covering the building located on the Pilot Point Property (as such term is defined in the Asset Purchase Agreement).

Debt owed to Sergeant's Western World, Inc. pursuant to that certain Non-Negotiable Promissory Note, dated as of May 2, 2005, made by BTWW Retail, L.P. in favor of Sergeant's Western World, Inc. in the original principal amount of \$200,000.

SCHEDULE 3.19**LEASES**

Address of Real Property/ Description of Material Personal Property	Landlord/Lessor	Expiration Date	Renewal Notice Period
<u>Headquarters</u> *1130 Dragon Street, Suite 190 Dallas, Texas 75207	Dragon Property Fund #2, Ltd., c/o Jim Lake Companies	01/31/08	Two 3-year extension options exercisable at least 180 days prior to each expiration date. Exercise prior to: 08/04/07 08/04/10
<u>Store #4</u> † Beltline at Preston Shopping Center 5909 Beltline Dallas, Texas 75240	Beltline at Preston, Ltd.	10/31/05	None
<u>Store #6</u> † 2901 Alta Mere Fort Worth, Texas 76116	Interproperties Group, Inc.	07/31/05	One 5-year extension option exercisable at least 120 days prior to the expiration date. Exercise prior to: 04/02/05
<u>Store #8</u> † Pipeline Place Shopping Center 1105 W. Pipeline Road, #301 Hurst, Texas 76053	DFW-Highland, LLC	Terminable upon written notice by either party.	None
<u>Store #9</u> † 2821 LBJ Freeway Dallas, Texas 75234	Virginia White Bowie Skelton	12/31/09	None
<u>Store #10</u> † 10838 N. Central Expressway Dallas, Texas 75231	Bank of America, N.A., Trustee of the W.W. Caruth, III Trust, the George P. Caruth Trust, the John C. Caruth Trust and the Robert M. Caruth Trust, c/o Central Control Co.	07/31/07	None
<u>Store #11</u> † 2475 Stemmons Freeway Dallas, Texas 75207	The Pink Family Partnership	11/09/10	None

Store #12 † Southway Shopping Center 8100 S. Gessner Houston, Texas 77036	FP Southway, LLC	01/31/11	Two 5-year extension options exercisable at least 180 days prior to each expiration date. Exercise prior to: 08/04/10 08/04/15
Store #16 † * Champions Village I Shopping Center 6542 FM 1960 Houston, Texas 77069	KNA Partners	12/31/07	One 5-year extension option exercisable at least 6 months prior to the expiration date. Exercise prior to: 06/30/07
Store #17 † * 10201-B Katy Freeway Houston, Texas 77024	MNC Retail/Service Center, LLC	05/02/13	One 11-year extension option exercisable at least 180 days prior to the expiration date. Exercise prior to: 11/02/12
Store #19 † * Northwest Crossing Shopping Center 13244 Northwest Freeway Houston, Texas 77040	Northwest Hollister Venture	Terminable upon 30 days written notice by either party.	None
Store #23 † 1328 W. Centerville Garland, Texas 75041	Dickeson Property, Ltd.	03/31/06	Two 5-year extension options exercisable at least 6 months prior to each termination date. Exercise prior to: 10/31/05 10/31/10
Store #26 † * Grapevine Mills Shopping Center 3000 Grapevine Mills, #603 Grapevine, Texas 76051	Grapevine Mills Limited Partnership	10/28/07	Two 5-year extension options exercisable at least 12 months prior to each expiration date. Exercise prior to: 10/28/06 10/28/11

<u>Store #29</u> † * 5000 Katy Mills Circle, #201 Katy, Texas 77494	Katy Mills Limited Partnership	08/27/09	Two 5-year extension options exercisable at least 12 months prior to each expiration date. Exercise prior to: 8/27/08 8/27/13
<u>Store #30</u> † * 6888 Gulf Freeway, #500 Houston, Texas 77087	Woodridge Drive, Ltd.	11/30/09	Two 5-year extension options exercisable at least 180 days prior to each expiration date. Exercise prior to: 06/03/09 06/03/14
<u>Store #31</u> † 2333 N. Central Expressway Plano, Texas 75075	Plano Expressway BDS, L.P.	04/29/08	Two 5-year extension options exercisable at least 9 months prior to each expiration date. Exercise prior to: 07/29/07 07/29/12
<u>Sergeant's Western World - Arlington</u> † 4905 South Cooper St. Arlington, Texas 76017 Tarrant County	Sam's Dice, LLC Federighi Roseville, LLC	12/31/05	Two 5-year extension options exercisable at least 4 months prior to each expiration date. Exercise prior to: 08/31/05
<u>Sergeant's Western World - Farmers Branch</u> † 13600 Stemmons Freeway Farmers Branch, Texas 75234 Dallas County	Dennis M. Sergeant	12/31/06 or sale of property to third party	If term expires, one 12 month extension on a month-to-month basis exercisable upon written notice.
<u>Sergeant's Western World - Pilot Point</u> † 8767 S. Hwy 377 Pilot Point, Texas 76258 Denton County	Dennis M. Sergeant Cherryl Sergeant	12/31/06 or sale of property to third party	If term expires, one 12 month extension on a month-to-month basis exercisable upon written notice.
<u>Warehouse</u> 3407 Jane Lane, Space #2 Dallas, Texas 75247	John T. Gregory	09/14/05	None

† Indicates leased locations at which Borrower's assets (inventory and equipment) are located.

* Indicates leased locations for which Lender has not received an acceptable landlord's waiver and consent as of Closing.

SCHEDULE 3.20

INTELLECTUAL PROPERTY

Registered Service Marks

Old West Warehouse, U.S. Registration Number 2,402,400.

Boot Town, U.S. Registration Number 2,308,184.

Silver Mesa, U.S. Registration Number 1,868,292.

Boot Town logo **BOOT-TOWN** U.S. Registration Number 2,308,183.

Unregistered Service Marks

Boot Town Western Wear

Boot Town Western Warehouse

Western Warehouse (limited to use in the DFW metroplex)

Copyrights

<u>Copyright</u>	<u>Number</u>	<u>Date</u>
Lone Star	VA-1-038-589	12/22/99
Chaparral	VA-1-038-588	12/22/99
Rio Grande	VA-1-038-587	12/22/99
Lil' Barbed Star	VA-1-038-586	12/22/99
New Cheyenne	VA-915-840	4/6/98
Santa Fe	VA-915-839	4/6/98
Taos Diamond	VA-891-948	7/7/97
Cherokee	VA-891-934	7/7/97
Cheyenne	VA-891-947	7/7/97
Reno	VA-891-946	7/7/97
Sundance	VA-891-945	7/7/97
Nevada	VA-891-944	7/7/97
Arizona	VA-891-943	7/7/97
Sedona	VA-891-942	7/7/97
Ruidoso	VA-891-941	7/7/97
Apache	VA-891-940	7/7/97
Comanche	VA-891-939	7/7/97
El Paso	VA-891-938	7/7/97
Silverado	VA-891-937	7/7/97
Southwest	VA-891-936	7/7/97
Antique Floral	VA-891-935	7/7/97
Galaxy: No. 47519	VA-1-010-663	12/20/99
Double Wire Star: No. 4750	VA-1-010-664	12/20/99
Starfire: No. 47518	VA-1-010-665	12/20/99
Robbie Schroeder Ropers (Ropin' Star)	VA-1-021-135	12/20/99

SCHEDULE 5.01

PERMITTED DEBT

All liabilities reflected in the Financial Statements, shown on Schedule 3.06.

All liabilities and obligations of Borrower under the following agreements:

- (c) Financial Services Advisor Agreement, dated July 27, 2004, by and between Borrower and Luther King Capital Management Corporation.
- (d) Employment Agreement with John Talbott, dated June 15, 2004.

All liabilities and obligations of Borrower pursuant to Lease Agreements with the landlords and lessors as listed on Schedule 3.19, as reflected in the copies thereof delivered to Lender.

All debt assumed by Borrower (or which was not extinguished) pursuant to the Reorganization Plan and existing on the date hereof (excluding debt owed to Lender), being:

Debt owed to Legacy Bank pursuant to that certain Promissory Note, dated as of August 28, 2001, made by Boot Town, Inc. in favor of Legacy Bank of Texas in the original principal amount of \$500,000, having a current approximate balance of \$140,000.

All liabilities and obligations of Borrower pursuant to contracts which were assumed by Borrower pursuant to the Reorganization Plan (excluding contracts with Lender), being:

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security systems maintenance and operation for corporate office dated 11/2/92.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security systems for Alta Mere Store #6 dated 6/5/87.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for LBJ Store #9 dated 12/19/94.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for Beltline Store #4 dated 1/19/87.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for Grapevine Mills Store #26 dated 11/4/97.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for Garland store #23 dated 4/4/96.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for Stemmons Store #11 dated 6/18/90.

ASG Bruneman Alarm Systems, Inc. – Agreement regarding security system for Central Store #10 dated 10/7/87.

Montana Silversmiths, Inc. – Agreement regarding dealer display case dated January, 1992.

Waste Management of North Texas – Waste removal service agreement for store #11 dated 7/25/03.

Waste Management of North Texas – Waste removal service agreement for store #10 dated 7/25/03.

Waste Management of North Texas – Waste removal service agreement for Store #6 dated 9/9/02.

General Partner is liable for all obligations of Borrower as Borrower's general partner.

The obligations of Sergeant's Western World, Inc.: (i) included in the "Assumed Liabilities" as defined in and assumed by Borrower pursuant to the Asset Purchase Agreement and (ii) pursuant to that certain Lease Agreement, dated as of May 2, 2005, covering the building located on the Pilot Point Property (as such term is defined in the Asset Purchase Agreement).

Debt owed to Sergeant's Western World, Inc. pursuant to that certain Non-Negotiable Promissory Note, dated as of May 2, 2005, made by BTWW Retail, L.P. in favor of Sergeant's Western World, Inc. in the original principal amount of \$200,000.

SCHEDULE 5.03

INVESTMENTS, LOANS AND ADVANCES

General Partner has invested capital in Borrower and is liable for all obligations of Borrower as Borrower's general partner.

The obligations of Sergeant's Western World, Inc.: (i) included in the "Assumed Liabilities" as defined in and assumed by Borrower pursuant to the Asset Purchase Agreement and (ii) pursuant to that certain Lease Agreement, dated as of May 2, 2005, covering the building located on the Pilot Point Property (as such term is defined in the Asset Purchase Agreement).

EXHIBIT B

Amended and Restated Schedules to Schedules to Security Agreement

SCHEDULE I

Listing of Intellectual Property Collateral

Registered Service Marks

Old West Warehouse, U.S. Registration Number 2,402,400.

Boot Town, U.S. Registration Number 2,308,184.

Silver Mesa, U.S. Registration Number 1,868,292.

Boot Town logo **BOOT-TOWN** U.S. Registration Number 2,308,183.

Unregistered Service Marks

Boot Town Western Wear

Boot Town Western Warehouse

Western Warehouse (limited to use in the DFW metroplex)

Copyrights

<u>Copyright</u>	<u>Number</u>	<u>Date</u>
Lone Star	VA-1-038-589	12/22/99
Chaparral	VA-1-038-588	12/22/99
Rio Grande	VA-1-038-587	12/22/99
Lil' Barbed Star	VA-1-038-586	12/22/99
New Cheyenne	VA-915-840	4/6/98
Santa Fe	VA-915-839	4/6/98
Taos Diamond	VA-891-948	7/7/97
Cherokee	VA-891-934	7/7/97
Cheyenne	VA-891-947	7/7/97
Reno	VA-891-946	7/7/97
Sundance	VA-891-945	7/7/97
Nevada	VA-891-944	7/7/97
Arizona	VA-891-943	7/7/97
Sedona	VA-891-942	7/7/97
Ruidoso	VA-891-941	7/7/97
Apache	VA-891-940	7/7/97
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Starfire: No. 47518	VA-1-010-665	12/20/99
Robbie Schroeder Ropers (Ropin' Star)	VA-1-021-135	12/20/99

SCHEDULE II

Locations of Debtor's Businesses

Debtor - Headquarters

BTWW Retail, L.P.
1130 Dragon St., Suite 190
Dallas, TX 75207

Other Business Locations of Debtor and Addresses of Collateral

Store No. 4

Beltline at Preston Shopping Center
5909 Beltline
Dallas, Texas 75240
Dallas County

Store No. 7

19511 Highway 35
Alvin, Texas 77511
Brazoria County

Store No. 9

2821 LBJ Freeway
Dallas, Texas 75234
Dallas County

Store No. 11

2475 Stemmons Freeway
Dallas, Texas 75207
Dallas County

Store No. 16

Champions Village I Shopping Center
6542 FM 1960
Houston, Texas 77069
Harris County

Store No. 19

Northwest Crossing Shopping Center
13244 Northwest Freeway
Houston, Texas 77040
Harris County

Store No. 6

2901 Alta Mere
Fort Worth, Texas 76116
Tarrant County

Store No. 8

Pipeline Place Shopping Center
1101 W. Pipeline Road
Hurst, Texas 76053
Tarrant County

Store No. 10

10838 N. Central Expressway
Dallas, Texas 75231
Dallas County

Store No. 12

Southway Shopping Center
8100 S. Gessner
Houston, Texas 77036
Harris County

Store No. 17

10201-B Katy Freeway
Houston, Texas 77024
Harris County

Store No. 23

1328 W. Centerville
Garland, Texas 75041
Dallas County

Store No. 26

Grapevine Mills Shopping Center
3000 Grapevine Mills, #603
Grapevine, Texas 76051
Tarrant County

Store No. 30

6888 Gulf Freeway, #500
Houston, Texas 77087
Harris County

3407 Jane Lane, Space #2
Dallas, Texas 75247
Dallas County

Sergeant's Western World - Arlington

4905 South Cooper St.
Arlington, Texas 76017
Tarrant County

Sergeant's Western World - Pilot Point

8767 S. Hwy 377
Pilot Point, Texas 76258
Denton County

Store No. 29

5000 Katy Mills Circle, #201
Katy, Texas 77494
Fort Bend County

Store No. 31

2333 N. Central Expressway
Plano, Texas 75075
Collin County

108 NW Avenue B
Andrews, Texas 79714
Andrews County

Sergeant's Western World - Farmers Branch

13600 Stemmons Freeway
Farmers Branch, Texas 75234
Dallas County

SCHEDULE IV

Goods covered by a Certificate of Title

1. 1999 Chevrolet SUV, VIN #1GNEC16R9XJ478387
2. 1999 Chevrolet Station Wagon, VIN #3GNEC16R8XG269112
3. 1995 Mercedes 4D Sedan, VIN #WDBGA33E75A219859
4. 2000 Ford Van, VIN #1FTRE14W4YHB20913
5. 2001 Ford Pickup, VIN #1FTWW32F91EA89132
6. 2001 Ford Pickup, VIN #1FTWW32F41EA17092
7. 1999 US Cargo Trailer, VIN #4PL500R3XX1032038
8. 1998 US Cargo Trailer, VIN #4PL500R32W1016043
9. 1994 United Trailer Trailer, VIN #4PL500R32W1016043

ATTORNEYS & COUNSELORS
901 Main Street, Suite 6000
Dallas, Texas 75202
(214) 953-6000 • fax (214) 953-5822
www.jw.com



JACKSON WALKER L.L.P.

Joan S. Sostek
(214) 953-5910
jsostek@jw.com

July 19, 2005

VIA FIRST CLASS U.S. MAIL

BOX ASSIGNMENT FEE

Commissioner for Trademarks

P.O. Box 1451

Alexandria, Virginia 22313-1451

Re: Recordation of Security Interest Agreement Against Trademarks in the Name of
BTWW Retail, L.P. (formerly Boot Town, Inc.)

Dear Sir:

Enclosed are the following:

1. A Recordation Form Cover Sheet (and supporting documentation) evidencing the security interest agreement granted by BTWW Retail, L.P. in favor of The Frost National Bank d/b/a Frost Capital Group against the following federal registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
OLD WEST WAREHOUSE	2,402,400	11/07/2000
BOOT TOWN	2,308,184	01/18/2000
BOOT TOWN and Design	2,308,183	01/18/2000

2. A check in the amount of \$90.00 to cover the applicable recordation filing fees.

If the enclosed check is insufficient or unacceptable for any reason, please charge the remaining fees due to Jackson Walker Deposit Account No. 10-0096. Should you have any questions or any problems processing the enclosed document, please do not hesitate to notify the undersigned attorney.

Austin
Dallas
Fort Worth
Houston
Richardson
San Angelo
San Antonio

Member of GLOBALAW™



08-01-2005

U.S. Patent & TMO/TM Mail Rpt Dt. #

TRADEMARK

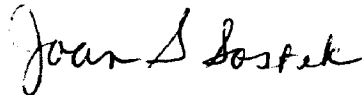
REEL: 003201 FRAME: 0973

July 19, 2005

Page 2

Thank you for your usual cooperation and assistance with regard to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joan S. Sostek". The signature is fluid and cursive, with the first name "Joan" being more prominent.

Joan S. Sostek

JSS/smk

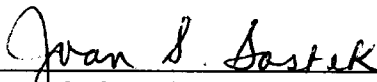
Enclosures

3831453v1/122023.00010

CERTIFICATE OF MAILING BY U.S. MAIL

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Trademarks, BOX ASSIGNMENT FEE, P.O. Box 1451, Alexandria, Virginia 22313-1451, on this the 27th day of ~~March~~, 2005.

for July



Joan S. Sostek