

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Walls Industries, Inc., Cleburne, Texas		08/17/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., Agent
<b>Street Address:</b>	2200 Ross Avenue
<b>Internal Address:</b>	6th Floor, Attention: Courtney Jeans
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	78864646	LIBERTY
Serial Number:	78866750	WALLS FR
Serial Number:	78762357	WALLS
Serial Number:	78732562	THE WEARABLE TOOL
Serial Number:	78732504	BLANKET RIDER
Serial Number:	78561125	COMFORT FLEX
Serial Number:	77123000	WE ARE THE WEARABLE TOOL
Registration Number:	3149614	10X
Registration Number:	3149616	10X SCENTREX
Registration Number:	3136815	WALLS

**CORRESPONDENCE DATA**

Fax Number: (512)305-4800

**900087251**

**TRADEMARK  
 REEL: 003624 FRAME: 0034**

**CH \$265.00 78864646**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (512) 305-4883  
Email: bkoep@lockeliddell.com  
Correspondent Name: Barbara Koepp  
Address Line 1: 100 Congress Avenue  
Address Line 2: Suite 300  
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	0133214.00045, RA 2147
NAME OF SUBMITTER:	Barbara Koepp
Signature:	/Barbara Koepp/
Date:	09/19/2007

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 17, 2007, is by and between WALLS INDUSTRIES, INC., CLEBURNE, TEXAS, a Delaware corporation ("Debtor"), whose address is 1905 N. Main Street, Cleburne, Texas 76033 Attention: Chief Financial Officer, and JPMORGAN CHASE BANK, N.A., a national banking association, whose address is 2200 Ross Avenue, Sixth Floor, Dallas, Texas 75201, Attention: Courtney Jeans, in its capacity as Agent (in such capacity, the "Agent"), under the Amended and Restated Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith, by and among Debtor, each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Lender" and, collectively, the "Lenders"), and Agent.

WHEREAS, Debtor, Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Debtor and Agent on behalf of Lenders have entered into a Security Agreement (Personal Property-Borrower) dated July 12, 2004, as amended by that certain First Amendment to Security Agreement (Personal Property-Borrower) of even date herewith, by and between Debtor and Agent on behalf of Lenders (as said Security Agreement has been amended and may be further 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 Credit 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:

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Lenders 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.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent 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 Credit 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 Credit Agreement and the other Loan 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 Credit Agreement. **THIS AGREEMENT 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 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.

*[Signature Page(s) to Follow]*

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of August 17, 2007.

"Debtor"

WALLS INDUSTRIES, INC., CLEBURNE, TEXAS,  
a Delaware corporation

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

Jerry Meyer

Chief Executive Officer

"Agent"

JPMORGAN CHASE BANK, N.A.,  
a national banking association, as Agent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment:

Schedule 1 - Trademarks

**[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT (WALLS  
INDUSTRIES, INC.)]**

AUSTIN: 013214.00045: 366915v3

**TRADEMARK  
REEL: 003624 FRAME: 0038**

THE STATE OF Texas §  
COUNTY OF Dallas §

This instrument was acknowledged before me on August 17 2007, by  
Jerry M. Marsh CEO of Walls Industries, Inc.,  
Cleburne, Texas, a Delaware corporation, on behalf of said corporation.



Marcia Ann Woods  
Notary Public in and for the  
State of Texas  
Printed Name: MARCIA Ann Woods  
My Commission Expires: 11-20-10

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2007, by  
\_\_\_\_\_ of JPMorgan Chase Bank, N.A., a  
national banking association, as agent, on behalf of said association acting in said capacity.

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**[ACKNOWLEDGEMENT PAGE(S) TO TRADEMARK SECURITY AGREEMENT (WALLS INDUSTRIES, INC.)]**

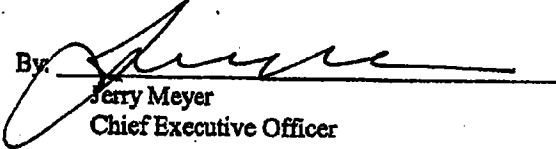
AUSTIN: 013214.00045: 366915v3

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of August 17, 2007.

"Debtor"

WALLS INDUSTRIES, INC., CLEBURNE, TEXAS,  
a Delaware corporation

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

  
Jerry Meyer  
Chief Executive Officer

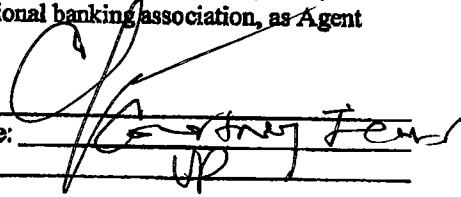
"Agent"

JPMORGAN CHASE BANK, N.A.,  
a national banking association, as Agent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Gregory Jones  
VP

Attachment:

Schedule 1 - Trademarks

**[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT (WALLS  
INDUSTRIES, INC.)]**

AUSTIN: 013214.00045: 366915v3

TRADEMARK  
REEL: 003624 FRAME: 0040

THE STATE OF Texas §  
   §  
COUNTY OF Dallas §

This instrument was acknowledged before me on \_\_\_\_\_, 2007, by  
George M. Meyer of Walls Industries, Inc.,  
Cleburne, Texas, a Delaware corporation, on behalf of said corporation.

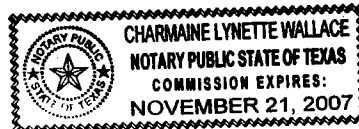


Marcia Ann Woods  
Notary Public in and for the  
State of Texas  
Printed Name: MARCIA Ann Woods  
My Commission Expires:  
11-20-10

THE STATE OF TEXAS §  
   §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on 8/16th, 2007, by  
Courtney Jeans V.P. of JPMorgan Chase Bank, N.A., a  
national banking association, as agent, on behalf of said association acting in said capacity.

Charmaine Lynette Wallace  
Notary Public in and for the  
State of \_\_\_\_\_  
Printed Name: Charmaine Lynette Wallace  
My Commission Expires:  
\_\_\_\_\_



[ACKNOWLEDGEMENT PAGE(S) TO TRADEMARK SECURITY AGREEMENT (WALLS  
INDUSTRIES, INC.)]

AUSTIN: 013214.00045: 366915v3



**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
USA	LIBERTY	78864646	4/19/2006
USA	WALLS FR	78866750	4/21/2006
USA	WALLS	78762357	11/29/2005
USA	THE WEARABLE TOOL	78732562	10/13/2005
USA	BLANKET RIDER	78732504	10/13/2005
USA	COMFORT FLEX	78561125	2/4/2005
USA	WE ARE THE WEARABLE TOOL	77123000	3/6/2007

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	10X	3149614	9/26/2006
USA	10X SCENTREX	3149616	9/26/2006
USA	WALLS	3136815	8/29/2006