

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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CH \$415.00 1206223

Registration Number:	3315570	TUFFY
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Registration Number:	3353700	
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CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1678754
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NAME OF SUBMITTER:	Richard Kalwa
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Signature:	/richard kalwa/
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Date:	04/03/2008
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Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 31st day of March, 2008, Handgards, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 901 Hawkins Blvd., El Paso, Texas 79915, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association ("*Harris*"), with its mailing address at 111 West Monroe, Chicago, IL 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successor(s) or assign(s) to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HANDGARDS, INC.

By 
Name Robert J. McLellan
Title President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., as Administrative Agent

By
Name _____
Title _____

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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HANDGARDS, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., as Administrative Agent

By Anthony Kurland
Name Anthony Kurland
Title Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Design Only - Bull Dog Logo	1,206,223	24-Aug-1982
FOOTGARDS	1,622,624	13-NOV-1990
HANDGARDS	2,029,775	14-JAN-1997
HANDGARDS	1,615,806	2-Oct-1990
HANDGARDS	2,079,705	15-Jul-1997
HANDGARDS and Design	1,950,543	23-Jan-1996
NATURAL FIT	2,652,272	19-Nov-2002
NEATGARDS	2,008,907	15-Oct-1996
PAN HANDLERS	2,900,297	2-Nov-2004
QUICKSERVE	2,881,957	7-Sep-2004
TUFFGARDS	1,177,333	10-Nov-1980
TUFF GARDS	1,984,192	2-Jul-1996
VALU GARDS	2,007,270	8-Oct-1996
ZIP GARDS	2,109,392	28-Oct-1997
TUFFY and BULL DOG DESIGN	3,315,570	23-Oct-2007
Design Only - DON THE GLOVE	3,353,700	11-Dec-07

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
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