

07-17-2009



103567674

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

7. 9. 09

**1. Name of conveying party(ies):**

TXF Products, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Texas
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Chandraco, LP

Internal

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

Street Address: 1841 Broken Bend Rd.

City: Westlake

State: Texas

Country: U.S.A.

Zip: 76262-8205

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 10/29/07

- Assignment
- Security Agreement
- Other Sale and purchase of assets
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2723102;  
1916501

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Texas Feathers;  
Re-Trax

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

Name: Cathleen A. Tobin, Esq.

Internal Address: 1600 Crossroads Building

Street Address: 2 State Street

City: Rochester

State: New York

Zip: 14614

Phone Number: (585) 232-3730

Fax Number: (585) 232-3882

Email Address: cat@cdlawyers.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$455.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

07/20/2009 DBYRNE 00000014 2723102  
Deposit Account Number

01 FC: 8521  
Authorized 05 FC: 8522

40.00 OP  
25.00 OP

**9. Signature:**

Cathleen A. Tobin  
Signature

July 9, 2009

Date

Cathleen A. Tobin, Esq.  
Name of Person Signing

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

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ABSTRACT OF  
REVOLVING CREDIT AND SECURITY AGREEMENT  
BY AND BETWEEN  
COMPASS BANK  
AND  
TXF PRODUCTS, INC.**

This is an ABSTRACT of the Revolving Credit and Security Agreement By and Between Compass Bank and TXF Products, Inc., duly executed and dated July 3, 2006.

Parties: Compass Bank ("Bank")  
TXF Products, Inc. ("Borrower")

Revolving Credit Line: \$4,000,000  
(80% value of Borrower's eligible accounts receivable plus 50% of Borrower's eligible inventory; provided, however, Borrower's eligible inventory shall not exceed 60% of borrowing base and in no case shall the credit line exceed \$4,000,000)

Security: Security interest in all of the Collateral.  
Collateral includes but is not limited to all accounts receivable, inventory, equipment/machinery, furnishings, contract rights, investment property, chattel paper, tort claims, deposit accounts, letter of credit rights, licenses, patents, trademarks, copyrights, goods, instruments, notes, etc., whether currently owned, existing, created, arising or acquired, or owned, existing, created, arising, or acquired in the future.

Power to Sell Collateral Upon Borrower's default, Bank has rights of secured party under the Uniform Commercial Code of Texas, including the right to take possession and dispose of Collateral.

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 02:33 PM 07/28/2006  
INITIAL FILING NUM: 6261935 1  
AMENDMENT NUMBER: 0000000  
SRV: 060713170

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Diligence 8008585294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DILIGENCE, INC.  
6500 HARBOR HEIGHTS PARKWAY  
SUITE 400  
MCKILTEP WA 98275

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
TX F PRODUCTS, INC.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
320 WESTWAY PLACE, SUITE 547 ARLINGTON TX 76018 US

1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION  
CORPORATION DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
COMPASS BANK

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
8080 N CENTRAL EXPRESSWAY STE 320 DALLAS TX 75206 US

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)

All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
[21009004]

# UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME TX F PRODUCTS, INC.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT covers the following collateral

All Accounts, Inventory, Equipment and General Intangibles; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds

**ABSTRACT OF  
MASTER REVOLVING PROMISSORY NOTE  
BY  
TXF PRODUCTS, INC.  
PAYABLE TO  
CHANDRACO, LP**

This is an ABSTRACT of the Master Revolving Promissory Note executed by TXF Products, Inc. and payable to Chandraco, LP, duly executed and dated July 21, 2007.

**Parties:** Chandraco, LP (“Lender”)  
TXF Products, Inc. (“Borrower”)

**Revolving Credit Line:** \$1,500,000  
(Interest rate of 15% per year)

**Security:** The debt is secured by (i) the Revolving Credit and Security Agreement between TXF Products, Inc. and Compass Bank dated July 3, 2006, (ii) an unlimited personal guarantee by Paul F. O’Conor, (iii) the Debt Restructuring Agreement between TXF Products, Inc. dated July 21, 2007, (iv) the Shareholders Agreement dated July 21, 2007, (v) the Warrant Agreement dated July 21, 2007, (vi) the Pledge and Security Agreement dated July 21, 2007, (vii) the Consulting Agreement dated July 21, 2007, and (viii) the Financing Statements(s).

**Renewal:** This Promissory Note is a modification, renewal and extension of the Master Revolving Promissory Note dated November 3, 2006 payable to Compass Bank in the amount of \$4,000,000, and the Subordinated Promissory Note dated July 23, 2007 payable to Chandraco, LP in the amount of \$1,300,000.

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE  
 U.C.C. FILING SECTION  
 FILED 11:19 AM 08/20/2007  
 INITIAL FILING # 6261935 1  
 AMENDMENT # 2007 3159810  
 SRV: 070936891

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return acknowledgment to:

★

Capital Services, Inc.  
 P.O. Box 1831 Austin, TX 78767  
 800/945-4647

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **62619351**

1b. THIS FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the  REAL ESTATE RECORDS

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT (other parties):** Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 6.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

**CHANGE name and/or address:** Please refer to the detailed instructions in the back of this form for instructions on how to change a name or address.

**DELETE name:** Give record name to be deleted in Item 6a or 6b.

**ADD name:** Complete Item 7a or 7b and also Item 7c.

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME  
**COMPASS BANK**

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME  
**CHANDRACO, LP**

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

**1841 Broken Bend Dr WESTLAKE TX 76262-8205 USA**

7d. JURISDICTION OF ORGANIZATION 7e. ORGANIZATIONAL ID #, if any

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral  deleted or  added, or give entire  prescribed collateral description, or describe collateral  assigned.

All accounts, inventory, Equipment and General Intangibles; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
**COMPASS BANK**

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

THE STATE OF TEXAS  
TO THE SHERIFF OR ANY CONSTABLE WITHIN THE STATE OF TEXAS,  
GREETINGS:

WHEREAS, AFG Investment Fund 4, LLC, Plaintiff, in form required by law, has made oath before the court that TXF Products, Inc. and Paul O'Connor, Defendant, is justly indebted to Plaintiff in the sum of \$23,662.50 for rent of the following described premises: 2702 Morris Sheppard Drive, Brownwood, Texas, located in Precinct 1 of Brown County, Texas; and has given proper bond for a distress warrant; now, therefore,

YOU ARE COMMANDED to seize the property of Defendant, TXF Products, Inc. and Paul O'Connor, that may be found at locations listed on the Constable's Return, and not exempt by law, having a maximum value of \$282,500.00, and safely keep the same in your possession unless replevied according to law.

HEREIN FAIL NOT, and have you this warrant, with your return thereon, showing how you have executed the same, before the court at the Courthouse of Tarrant County, Texas, in the City of Ft. Worth on the first day of the next term of the court, being Monday, the 15th day of October, 2007.


NOTICE TO DEFENDANT

TO TXF Products, Inc. and Paul O'Connor DEFENDANT:

You are hereby notified that certain properties alleged to be owned by you have been attached. If you claim any rights in such property, you are advised:

YOU HAVE A RIGHT TO REGAIN POSSESSION OF THE PROPERTY BY FILING A REPLEVY BOND. YOU HAVE THE RIGHT TO SEEK TO REGAIN POSSESSION OF THE PROPERTY BY FILING WITH THE COURT A MOTION TO DISSOLVE THIS WRIT.

GIVEN UNDER MY HAND, at my office in the City of Brownwood, this 9th day of October, 2007.

  
JUSTICE OF THE PEACE,  
PCT. 1, PL 1,  
BROWN COUNTY, TEXAS

# Publisher's Affidavit

STATE OF TEXAS  
COUNTY OF TARRANT

I, GENEVIEVE RATCLIFF, PUBLISHER of the **COMMERCIAL RECORDER** of Fort Worth, Texas, a newspaper of general circulation which has been published in Tarrant County regularly and continuously for a period of one year prior to the first day of publication of this notice, solemnly swear that the notice hereto attached was published in the **Commercial Recorder**, on the following dates, to-wit:

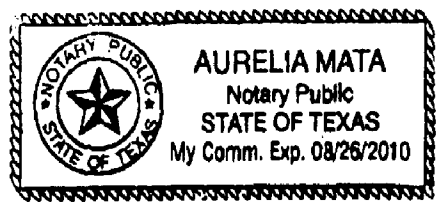
October 19, 23, 29, 2007

Genevieve Ratcliff

Sworn to and subscribed before me this 19<sup>th</sup> day of

October, A.D. 2007.

Aurelia Mata  
Notary Public, Tarrant County, Texas



**NOTICE OF PUBLIC SALE**  
CHANDRACO, LP will sell the collateral generally described as inventory, equipment, accounts, instruments, documents, chattel paper and general intangibles of TxF PRODUCTS, INC., to the highest qualified bidder in public on Wednesday, October 31, 2007, at 10:00 a.m., at TxF PRODUCTS, INC.'s place of business, 320 Westway Place, Suite 547, Arlington, Texas 76018.  
You may make arrangements to view or inspect the collateral by contacting Mr. Sanjay Chandra at (972) 567-0598.

10-19-23-29