

09-17-1998

9-15-98



100831149

Attached original documents or copies thereof

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):  
Ken-Tex Sales, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State              Texas  
 Other

Additional name(s) of conveying party(ies) attached?  
 Yes    No

2. Name and address of receiving party(ies):  
Name: HSBC Business Loans, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 12655 N Central Expressway, Suite 300  
City: Dallas TX ZIP: 75243-1717

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Execution Date: April 6, 1998

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)  
75/328,896

Additional numbers attached?  Yes  No

B. Trademark registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: David H. Judson, Reg. No. 30,467

Internal Address: Hughes & Luce, L.L.P.  
Suite 2800

Street Address: 1717 Main Street

City: Dallas State: Texas ZIP: 75201

6. Total number of applications and trademarks involved: ..... 1

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

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.  
David H. Judson

Name of Person Signing                                            Signature                      9/11/98                      Date

Total number of pages including cover sheet: 4

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Published by THE BUREAU OF NATIONAL AFFAIRS, INC., Washington, D.C. 20037

09/16/1998 SSMITH 00000125 75328896

01 FC:481 40.00 UP

## TRADEMARK SECURITY AGREEMENT

WHEREAS, KEN-TEX SALES, INC., a Texas corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and HSBC BUSINESS LOANS, INC. ("Grantee") are parties to a certain Loan and Security Agreement dated April 6, 1998 (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in certain of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

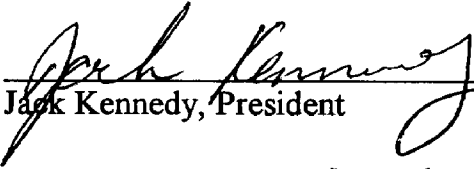
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

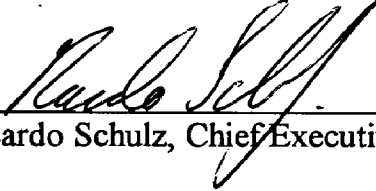
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral

made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 6th day of April, 1998.

KEN-TEX SALES, INC.

By:   
Jack Kennedy, President

By:   
Ricardo Schulz, Chief Executive Officer

Schedule 1  
to Trademark  
Security Agreement

TRADEMARK REGISTRATIONS

Mark:	Reg. No.:
Sports Coverage	75-328896