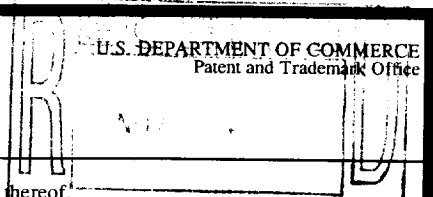


11-09-1998



100874362

ET



11/2/98

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Lucchese, Inc.

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation - State of DE  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: NationsBank, N.A.  
Internal Address: \_\_\_\_\_  
Street Address: 901 Main Street, 6th Floor  
City: Dallas State: TX ZIP: 75202

Individual(s) citizenship \_\_\_\_\_  
 Association national (U.S.A.)  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State TX  
 Other \_\_\_\_\_

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

Execution Date: July 29, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
(Designation 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)  
75/383,630  
75/383,629  
75/229,036  
75/383,629

B. Trademark registration No.(s)  
1,753,052  
0,524,013  
0,555,056  
0,625,484

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Cristi Ray  
Jenkins & Gilchrist, P.C.  
Internal Address: \_\_\_\_\_  
Street Address: 1445 Ross Avenue, Ste. 3200  
City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 47

7. Total fee (37 CFR 3.41): \$ 1,190.00  
 Enclosed  
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

~~1706/1998 JSHADAZZ 00000139 75383630~~

FC:481 40.00 OP  
FC:482 1150.00 OP

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.*

Cristi Ray                      Cristi Ray                      11-2-98  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 2

Item 4B Continued  
Trademark Registration Nos.:

0,665,435  
0,709,676  
0,757,798  
0,800,407  
0,781,468  
0,808,135  
0,862,019  
0,865,036  
0,862,020  
0,862,021  
0,916,764  
1,116,420  
1,110,972  
1,416,003  
1,479,164  
1,598,682  
1,555,853  
1,573,510  
1,817,466  
1,796,383  
1,708,334  
1,708,335  
1,835,901  
1,827,084  
1,845,699  
1,937,424  
1,864,775  
1,573,510  
2,053,549  
1,967,016  
0,194,976  
1,970,901  
1,900,738  
1,900,737  
1,886,168  
1,886,167  
1,946,976  
1,887,228  
1,875,268

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 29, 1998, is executed and entered into by and among LUCCHESI, INC., a Delaware corporation, ("Debtor") and NATIONSBANK, N.A., a national banking association, in its capacity as agent for itself and the other Lenders from time to time party to the Loan and Security Agreement defined below (in such capacity, together with its successors and assigns in such capacity, "Agent" or "Secured Party").

### Recitals

Debtor and Secured Party are parties to the certain Loan and Security Agreement dated as of even date herewith (as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time the "Loan and Security Agreement"; all terms defined in the Loan and Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan and Security Agreement).

Pursuant to the terms of the Loan and Security Agreement, Debtor has granted to Secured Party, for the benefit of the Lenders, a continuing security interest, collateral assignment, pledge and lien in all General Intangibles of Debtor now owned and hereafter acquired, including, without limitation, all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Licenses, and all products and proceeds thereof (the "Trademark Proprietary Rights"), to secure payment and performance of the Secured Obligations.

In order to more fully evidence Secured Party's rights in the Trademark Proprietary Rights under the Loan and Security Agreement, Debtor and Secured Party have agreed to execute and enter into this Agreement.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Debtor hereby grants to Secured Party a continuing security interest, collateral assignment, pledge and lien in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(a) all trademarks (including service marks), trade names, trade dress and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by such trademarks;

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all renewals of the foregoing;

(d) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof;

(e) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(f) all rights corresponding to any of the foregoing throughout the world.

(g) (i) any and all licensing agreements or similar arrangements in respect of any of the foregoing, including without limitation, those (if any) specifically listed in Schedule 1 annexed hereto, (ii) all income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringement or breach thereof; and (iii) all rights to sue for past, present and future infringement or breach thereof; and

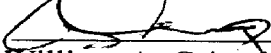
(h) all proceeds and products of any of the foregoing.

2. The above interests are granted in conjunction with the rights granted to Secured Party pursuant to the Loan and Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the above Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

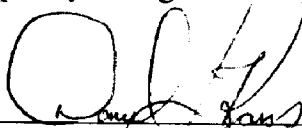
IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of July, 1998.

Acknowledged:

LUCCHESI, INC.

By:   
William A. Grimsley,  
Title: Chief Financial Officer and  
Vice President

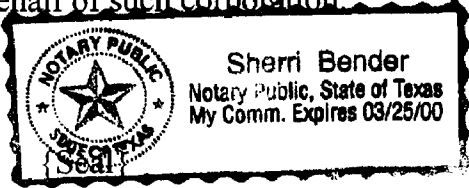
NATIONSBANK, N.A.  
In its capacity as Agent

By:   
Daniel J. Karas,  
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

This instrument was acknowledged before me this 29th day of July, 1998, by William A. Ghimbleg CFO and VP of LUCCHESE, INC., a Delaware corporation, on behalf of such corporation.



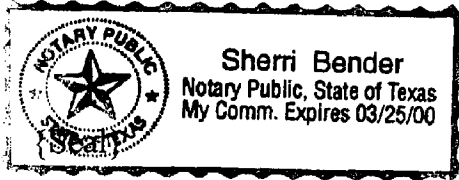
Sherri Bender  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

This instrument was acknowledged before me this 29th day of July, 1998, by Daniel J. Karas as VP of NATIONSBANK, N.A., a national banking association, on behalf of such association, in the capacity therein stated.



Sherri Bender  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

**Schedule I  
to  
Trademark Security Agreement  
Active Trademarks - Federal**

Serial No.	Registration No.	Trademark Name	Status
74/289773	1753052	BOOT VILLAGE	Registered
71/503691	0524013	DODGE CITY	Registered Renewed Supp. Register
71/607653	0555056	ACME Stylized Letters	Registered Renewed
71/693110	0625484	DODGE CITY	Registered Renewed Section 2(F)
72/037333	0665435	STOCK SHOW	Registered Renewed
72/093967	0709676	HAWKEYE HAWKEYE & Design	Registered Renewed Registered
72/123453	0757798	ALAMO	Registered Renewed
72/178175	0800407	U U & Design	Registered Renewed
72/189128	0781468	DINGO	Registered Renewed
72/218939	0808135	DAN POST DAN POST (boots)	Registered Renewed
72/293006	0862019	A ACME CIRCLE A	Registered Renewed
72/293007	0865036	ACME ACME & Design (boots)	Registered Renewed
72/293008	0862020	DINGO	Registered Renewed
72/293009	0862021	HAWK EYE Hawkeye & Design	Registered Renewed

IPDAL:174246.3 46715-00033

**TRADEMARK  
REEL: 1812 FRAME: 0233**

Schedule I  
to  
Trademark Security Agreement  
Active Trademarks - Federal

Serial No.	Registration No.	Trademark Name	Status
72/371426	0916764	LUCCHESI	Registered Renewed
73/145114	1116420	OUTLAWS	Registered Section 8 & 15 Accepted & Acknowledged
73/147063	1110972	DINGO FOR JEANS	Registered Section 8 & 15 Accepted & Acknowledged Extra status data: Cancellation Vacated sec 8 O.G. 03254986
73/590784	1416003	THE BACKBONE OF AMERICA	Section 8 & 15 Accepted and Acknowledged
73/673077	1479164	ACME ACME & Design (Retail Stores)	Registered Section 8 & 15 - Accepted and Acknowledged
73/774012	1598682	ACME ACME & Design (belts)	Registered Section 8 & 15 - Accepted and Acknowledged
73/779491	1555853	DAN POST DANPOST (belts)	Registered Section 8 & 15 Accepted and Acknowledged
73/791518	1573510	DAN POST DANPOST (socks)	Registered Section 8 & 15 - Accepted & Acknowledged
74/192041	1817466	SHOCKLESS POCKET	Registered Intent to Use - Application
74/212766	1796383	LUCCHESI	Registered
74/216866	1708334	HCIII	Registered
74/216868	1708335	C3E	Registered
74/218033	1835901	LUCCHESI	Registered Section 2(F); Intent to Use Application

IPDAL:174246.3 46715-00033

**TRADEMARK  
REEL: 1812 FRAME: 0234**

Schedule I  
to  
Trademark Security Agreement  
Active Trademarks - Federal

Serial No.	Registration No.	Trademark Name	Status
74/243362	1827084	REALHIDES	Registered Supp Register; Intent to Use - Application
74/421825	1845699	WALK THE WALK	Registered
74/295159	1937424	DAN POST DAN POST (shirts, pants, jackets)	Registered Intent To Use - Application
74/469424	1864775	LUCCHESI	Registered
73/791518	1573510	DAN POST (Socks)	Registered
75/383630	N/A	BREAK OUT OF THE PACK!	Pending - Passed by Examiner Pending Approval for Publication
75/383629	N/A	DESIGN ONLY (INSOLES)	Pending Approval for Publication
75/229036	N/A	CUSHION CRADLE	Pending Published for Opposition; Notice of Allowance Issued; Intent to use - Application; Intent to Use Current.
74/736296	2053549	ACME COWBOY BOOTS (and Design)	Registered; Intent to Use - Application
74/681912	1967016	DINGO	Registered
74/638187	194976	ACME A (and Design)	Registered
74/573474	1970901	DAN POST EL PASO	Registered
74/518025	1900738	ACME LEATHER WORKS 100% AUTHENTIC WESTERN STYLING	Registered
74/517768	1900737	DAN POST GOLD ADVANTAGE	Registered
74/514985	1886168	HAWKEYE	Registered
74/514978	1886167	MADE TO WORK FOR YOU	Registered
75/383629	N/A	"RUNNING" DINGO Design	Approved by Examiner for Publication for Opposition
74/638187	1946976	A ACME	Registered
74/427457	1887228	LUCCHESI TOE DESIGN ON SHIRT POCKET	Registered

IPDAL:174246.3 46715-00033

**TRADEMARK  
REEL: 1812 FRAME: 0235**



Schedule 1  
to  
Trademark Security Agreement  
Active Trademarks - Federal

Serial No.	Registration No.	Trademark Name	Status
74/472762	1875268	LUCHESE TOE DESIGN	Registered

IPDAL:174246.3 46715-00033

RECORDED: 11/02/1998

TRADEMARK  
REEL: 1812 FRAME: 0236