

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	1401342	10X
Registration Number:	1153248	10X
Registration Number:	2012336	ARCTIC ZONE
Registration Number:	2105694	BLACK DUCK
Registration Number:	2031885	COMMANDER
Registration Number:	2522822	COMMANDER
Registration Number:	1989407	
Registration Number:	2170630	LEADING THE WAY OUTDOORS
Registration Number:	1084058	LIBERTY
Registration Number:	1377344	LIBERTY RUGGED OUTDOOR GEAR
Registration Number:	2067367	MASTER MADE
Registration Number:	2676741	SHIKARI CLOTH
Registration Number:	0762378	UPLAND

CH \$940.00 1401342

Registration Number:	2803572	W WALLS
Registration Number:	2571382	WALLS
Registration Number:	1650837	WALLS
Registration Number:	1741436	WALLS BLIZZARD-PRUF
Registration Number:	1678626	WALLS BLIZZARD-PRUF
Registration Number:	0983385	WALLS' BLIZZARD-PRUF
Registration Number:	1686509	WALLS BREATHABLE WATER-PRUF
Registration Number:	2065296	WALLS MASTER MADE
Registration Number:	1879874	ZERO ZONE BY WALLS
Registration Number:	0984556	ZERO-ZONE
Registration Number:	3149614	10X
Registration Number:	2000548	
Registration Number:	3149616	10X SCENTREX
Registration Number:	0639414	DUXBAK
Registration Number:	3136815	WALLS
Serial Number:	78354757	BLIZZARD PRUF
Serial Number:	78259561	FROST PRUF
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

CORRESPONDENCE DATA

Fax Number: (512)305-4800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (512) 305-4883
Email: bkoopp@lockeliddell.com
Correspondent Name: Barbara Koopp
Address Line 1: 100 Congress Avenue
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	013214.00045, RA 2147
NAME OF SUBMITTER:	Barbara Koopp
Signature:	/Barbara Koopp/

TRADEMARK

Date:

09/19/2007

Total Attachments: 10

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BORROWER 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, 6th Floor, Dallas, Texas 75201, Attention: Courtney Jeans, in its capacity as agent (in such capacity, the "Agent"), under the 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 lenders 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) of even date hereof (as said Security Agreement may be 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

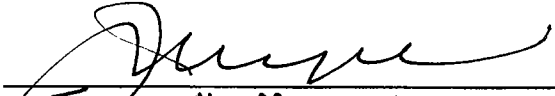
(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, 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.

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: 
Name: Jerry M. Meyer
Title: CEO

"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.)]*

TRADEMARK
REEL: 003623 FRAME: 0959

THE STATE OF Texas §

COUNTY OF Dallas §

This instrument was acknowledged before me on August 17, 2007, by Jerry M. Meyer,
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.

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

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

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: 

Name: Jerry M. Meyer

Title: CEO

"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.)]*

TRADEMARK
REEL: 003623 FRAME: 0961

THE STATE OF Texas §

COUNTY OF Dallas §

This instrument was acknowledged before me on _____, 2007, by Terry M Meyer,
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 TEXAS §

COUNTY OF DALLAS §

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

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.)]**

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS**

Owner	Trademark	Classes	App No / App date	Reg No/ Reg Date	Status
Walls Industries, Inc., Cleburne, Texas ("Walls")	10X	25		1,401,342 15-Jul- 1986	REG
Walls	10X (Stylized)	25		1,153,248 05-May- 1981	REG
Walls	ARCTIC ZONE	25		2,012,336 29-Oct- 1996	REG
Walls	BLACK DUCK	25		2,105,694 14-Oct- 1997	REG
Walls	BLIZZARD PRUF		78/354,757 21-Jan- 2004		PEN
Walls	COMMANDER	25		2,031,885 21-Jan- 1997	REG
Walls	COMMANDER	25		2,522,822 25-Dec- 2001	REG
Walls	(2) DESIGN ONLY (Triangles made of broken or dotted lines)	025		1,989,407 30-Jul- 1996	REG
Walls	FROST PRUF	025	78/259,561 06-Jun- 2003		PEN

Owner	Trademark	Classes	App No / App date	Reg No/ Reg Date	Status
Walls	LEADING THE WAY OUTDOORS	25		2,170,630 07-Jul- 1998	REG
Walls	LIBERTY	25		1,084,058 31-Jan- 1978	REG
Walls	LIBERTY RUGGED OUTDOOR GEAR	25		1,377,344 07-Jan- 1986	REG
Walls	MASTER MADE	25		2,067,367 03-Jun- 1997	REG
Walls	SHIKARI CLOTH	24		2,676,741 21-Jan- 2003	REG
Walls	UPLAND	25		762,378 31-Dec- 1963	REG
Walls	W WALLS & Design	25		2,803,572 6-Jan- 2004	REG
Walls	WALLS	25		2,571,382 21-May- 2002	REG
Walls	WALLS	25		1,650,837 16-Jul- 1991	REG
Walls	WALLS BLIZZARD- PRUF	25		1,741,436 22-Dec- 1992	REG
Walls	WALLS BLIZZARD- PRUF & Design	25		1,678,626 10-Mar- 1992	REG

Owner	Trademark	Classes	App No / App date	Reg No/ Reg Date	Status
Walls	WALLS' BLIZZARD- PRUF & design	25		983,385 07-May- 1974	REG
Walls	WALLS BREATHABLE WATER-PRUF	25		1,686,509 12-May- 1992	REG
Walls	WALLS MASTER MADE	25		2,065,296 27-May- 1997	REG
Walls	ZERO ZONE BY WALLS	25		1,879,874 21-Feb- 1995	REG
Walls	ZERO-ZONE AND DESIGN	25		984,556 21-May- 1974	REG
Walls	LIBERTY	25	78864646 19-Apr- 2006		PEN
Walls	WALLS FR	25	78866750 21-Apr- 2005		PEN
Walls	WALLS	25	78762357 29-Nov- 2005		PEN
Walls	THE WEARABLE TOOL	25	78732562 13-Oct- 2005		PEN
Walls	BLANKET RIDER	25	78732504 13-Oct- 2005		PEN

Owner	Trademark	Classes	App No / App date	Reg No/ Reg Date	Status
Walls	COMFORT FLEX	25	78561125 4-Feb- 2005		PEN
Walls	WE ARE THE WEARABLE TOOL	25	77123000 6-Mar- 2007		PEN
Walls	10X	18		3149614 26-Sep- 2006	REG
Walls	(2) DESIGN ONLY (Ducks; Geese; Swans)	25		2000548 17-Sep- 1996	REG
Walls	10X SCENTREX	25		3149616 26-Sep- 2006	REG
Walls	DUXBAK	24		639414 1-Jan- 1957	REG
Walls	WALLS	18		3136815 29-Aug- 2006	REG