

02-10-1999

# 4 DF

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECO



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

100962282

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

1. Name of conveying party(ies):

Texas Boot, Inc.



- Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Other

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

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal Address: Suite 1500

Street Address: 11111 Santa Monica Blvd

City: Los Angeles State: CA ZIP: 90025

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State California
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)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

g-3-99

- Assignment Merger
[X] Security Agreement Change of Name
Other

Execution Date: 7/15/98

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/331663

See Schedule I attached hereto

B. Trademark Registration No.(s)

1902190

1886114

1893645

1861892

Additional numbers attached? Yes No

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

Name: Michael L. Perry, LA

Internal Address:

Paul, Hastings, Janofsky & Walker

Suite 2400

Street Address:

600 Peachtree Street NE

City: Atlanta State: GA ZIP: 30308

02/09/1999 DMSUYEH 00000075 75331663

6. Total number of applications and registrations involved:

41

7. Total fee (37 CFR 3.41) \$ 1,040.00

[X] Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:482

40.00 OP
1000.00 OP

DO NOT USE THIS SPACE

1040E

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.

Michael L. Perry
Name of Person Signing

[Signature]

Signature

1/22/99

Date

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

29

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1854 FRAME: 0288



SCHEDULE I

**TRADEMARK REGISTRATION NUMBERS**

Genesco Brands (Current Trademarks)

1872558  
2043798  
1251177  
1751334  
1495199  
1654968

Texas Boot, Inc. Brands (Active Trademarks)

1951425                      1597608  
1690276                      1280781  
1882281                      964732  
1923763                      822175  
1825204                      1440013  
1060356

Boot Country Retail (Current Trademarks)

1508609  
2162333  
2034590

Genesco (Trade Names)

1644686

Genesco Brands

(Trademarks Not Currently In Use)

1769020  
971920  
[ 1852775 ]  
[ 2056330 ]  
[ 1722052 ]  
1389154  
1376028  
1668594

Boot Country Retail (Trade Names)

1901056  
2058009

Texas Boot, Inc. (Trade Names)

1691672  
1877045  
1411864

Boot Country Retail (Service Marks)

VAU 333510  
VAU 333509

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 15, 1998, between Texas Boot, Inc., a Delaware corporation (the "Borrower") and Foothill Capital Corporation (the "Lender").

### WITNESSETH:

WHEREAS, the Borrower and the Lender are parties to that certain Loan and Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which the Lender has agreed to extend credit to the Borrower from time to time and the Borrower has granted a security interest in all of its assets to the Lender; and

WHEREAS, the Lender has required the Borrower to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Loan Agreement) and (ii) as a condition precedent to any extension of credit under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to the Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the

trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith, and (e) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) the goodwill of the Borrower's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. The Borrower will not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or, to the extent material to the Borrower's business, the rights associated with the Trademarks.

6. New Trademarks. The Borrower represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule 1 include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Borrower, and (b) no Liens, claims or security interests in such Trademarks have been granted by the Borrower to any Person other than the Lender and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, the Borrower shall (i) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Borrower shall give to the Lender written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof. The Borrower hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which are Trademarks under paragraph 4 above or under this paragraph 6 and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

7. Royalties. The Borrower hereby agrees that the use by the Lender of the Trademarks as authorized hereunder in connection with the Lender's exercise of its rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower.

8. Right to Inspect; Further Assignments and Security Interest. The Lender may from time to time hereafter have access to, examine, audit, make copies (at the Borrower's expense) and extracts from and inspect the Borrower's premises and examine the Borrower's books, records and operations relating to the Trademarks. The Borrower agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior and express written consent of the Lender.

9. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Obligations have been paid in full and the Loan Agreement has been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement.

10. Duties of the Borrower. The Borrower shall have the duty, to the extent desirable in the normal conduct of the Borrower's business, to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. The Borrower further agrees (i) not to abandon any Trademark that is material to the Borrower's business without the prior written consent of the Lender, and (ii) to use its best efforts to maintain in full force and effect the Trademarks that are or shall be necessary or economically desirable in the operation of the Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by the Borrower. The Lender shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Lender may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Borrower and shall be added to the Obligations secured hereby.

11. The Lender's Right to Sue. From and after the occurrence of an Event of Default, the Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Lender shall commence any such suit, the Borrower shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this paragraph 11 (including, without limitation, fees and expenses of attorneys and paralegals for the Lender).

12. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement shall not

waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Borrower and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender and directed to the Borrower specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies. (a) The Borrower hereby irrevocably designates, constitutes and appoints the Lender (and all officers and agents of the Lender designated by the Lender in its sole and absolute discretion) as the Borrower's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in the Borrower's or the Lender's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Lender in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Lender reasonably deems in its best interest for the payment of the Obligations. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Lender to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks, the Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be

necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. The Borrower agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least five days, if such notice is given by facsimile or eight days, if such notice is given by mail, before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of each of the Lender and its nominees, successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver or a trustee of the Borrower; provided, however, that the Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia without reference to the conflicts or choice of law principles thereof.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

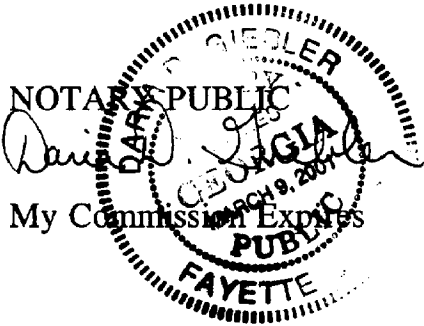
21. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of the Borrower and the Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Borrower and the Lender.

22. Effectiveness. This Agreement shall become effective on the Closing Date.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed before me this 15<sup>th</sup> day of July, 1998

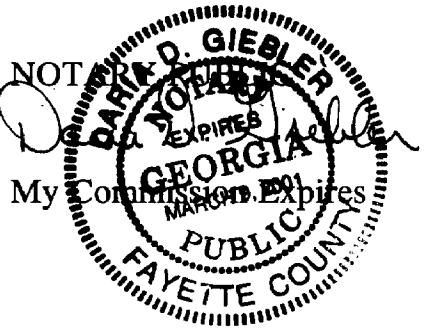


TEXAS BOOT, INC.

By: Bill Whittod  
Its: President

Accepted and agreed to as of the day and year first above written.

Sworn to and subscribed before me this 15<sup>th</sup> day of July, 1998



FOOTHILL CAPITAL CORPORATION

By: Amy Glasrud  
Its: AVP

Accepted and agreed to as of the day and year first above written.



SCHEDULE 1

Current Trademarks

Genesco Brands

MK LAREDO & DESIGN (CACTUS)  
CTY United States  
GD Belts  
CL 25  
SN 74/358614  
RN 1902190  
RD 27 JUN 95  
REN 27 JUN 05

MK LAREDO & DESIGN  
CTY United States  
GD Apparel and Footwear  
CL 25  
SN 74/363,806  
RN 1886114  
RD 28 MAR 95  
REN 28 MAR 05

MK LAREDO  
CTY United States  
GD Belts  
CL 25  
SN 74/358,612  
RN 1893645  
RD 09 MAY 95  
REN 09 MAY 05

MK LAREDO  
CTY France  
CL 25  
SN 197464  
RN 1581636  
RD 22 MAR 90  
REN 22 MAR 00

MK LAREDO  
CTY Peru  
GD Clothing, including boots, shoes and  
slippers and all other goods in Class  
25  
CL 25  
SN 222102  
RN 155529  
RD 15 JUL 94  
REN 15 JUL 04

MK BOOT FACTORY  
CTY United States  
GD Wearing Apparel, Namely T-Shirts &  
Socks  
CL 25  
SN 74-467,555  
RN 1861892  
RD 08 NOV 94  
REN 08 NOV 04

MK CODE WEST  
CTY Italy  
GD Clothing, Bootwear, Headgear  
CL 25  
SN RM 92 C00 3297  
RN 643992  
RD 20 AUG 92  
REN 20 AUG 02

MK CODE WEST  
CTY South Africa  
GD Clothing and footwear, including  
shoes,  
boots and slippers  
CL 25  
RN 92/3831  
RD 07 MAY 92  
REN 07 MAY 02

MK LAREDO  
CTY South Africa  
GD Clothing and footwear, including  
shoes,  
boots and slippers  
CL 25  
RN 92/3832  
RD 07 MAY 92  
REN 07 MAY 02

MK CODE WEST & DESIGN  
CTY United States  
GD Footwear and clothing, mainly shoes,  
boots, shirts and jackets  
CL 25  
SN 74-427,110  
RN 1872558  
RD 10 JAN 95  
FU 00 UNK 88  
REN 10 JAN 05

MK PERFORMAIR  
CTY United States  
GD Shoes and Boots  
CL 25  
SN 75-105,538  
RN 2043798  
RD 11 MAR 97  
REN 11 MAR 07

MK LAREDO & DESIGN  
CTY China  
GD Footwear and clothing  
CL 25  
RN 961373  
RD 14 MAR 97  
REN 13 MAR 07

MK CODE WEST  
CTY Chile  
GD All articles included in class 25  
CL 25  
RN 320508

RD 16 OCT 96  
REN 16 OCT 06

MK CODE WEST & DESIGN  
CTY Korea  
GD Footwear  
CL 27  
RN 362254  
RD 17 MAY 97  
REN 16 MAY 07

MK LAREDO & DESIGN  
CTY Hong Kong  
GD Footwear  
CL 25  
RN B04555/1997  
RD 26 JUN 95  
REN 26 JUN 02

MK LAREDO & DESIGN  
CTY United States  
GD Men's Boots  
CL 25  
RN 1251177  
RD 13 SEP 83  
REN 13 SEP 03

MK LAREDO  
CTY Chile  
GD Boots for Men and Women  
CL 25  
RN 377345

RD 07 JUL 81  
REN 05 NOV 01

MK LAREDO  
CTY Japan  
GD Footwear (excluding special shoes for  
athletic use), umbrella and parasol,  
cane, their parts and accessories  
CL 22  
RN 1614438  
RD 29 SEP 83  
REN 29 SEP 03

MK LAREDO  
CTY Australia  
GD Boots for men, women and children  
CL 25  
SN 354589  
RN B462028  
RD 20 MAR 87  
REN 20 MAR 08

MK CIMARRON  
CTY United States  
GD Boots and Shoes  
CL 25  
SN 73800117  
RN 1751334  
RD 09 FEB 93  
REN 09 FEB 03

MK LAREDO  
CTY Taiwan  
GD Boots  
CL 48  
RN 379659  
RD 16 OCT 87  
REN 15 OCT 97

MK LAREDO  
CTY Greece  
GD Boots  
CL 25  
RN 86801  
RD 22 SEP 87  
REN 22 SEP 07

MK CODE WEST  
CTY United States  
GD Shoes & Boots  
CL 25  
RN 1495199  
RD 05 JUL 88  
REN 05 JUL 88

MK CODE WEST  
CTY Taiwan  
GD Boots  
CL 41  
SN (77) 07581  
RN 414344  
RD 16 SEP 88  
REN 15 SEP 98

MK CODE WEST  
CTY Mexico  
GD Shoes & Boots  
CL 25  
RN 354883  
RD 07 NOV 88  
REN 21 APR 03

MK CODE WEST  
CTY Brazil  
GD Boots  
CL 25  
SN 73/693336  
RN 814067859  
RD 20 MAR 90  
REN 20 MAR 90

MK LAREDO  
CTY Taiwan  
GD Clothing  
CL 44  
RN 382852  
RD 16 NOV 87  
REN 15 NOV 97

MK CODE WEST  
CTY Canada  
GD Shoes and boots  
RN 380287  
RD 22 FEB 91  
REN 22 FEB 06



MK LAREDO  
CTY Canada  
GD Men's Boots  
RN 372103  
RD 17 AUG 90  
REN 17 AUG 05

√ MK CIMARRON  
CTY Tennessee  
GD Clothing  
CL 39  
RN None  
RD 16 JUN 89  
REN 16 JUN 99

MK LAREDO  
CTY Mexico  
GD Western Boots  
CL 25  
SN 61242  
RN 375370  
RD 25 APR 89  
REN 25 APR 04

MK LAREDO  
CTY Australia  
GD Shoes and Boots  
CL 25  
RN A509,461  
RD 26 APR 89  
REN 26 APR 06

MK LAREDO  
CTY Benelux  
GD Footwear  
CL 25  
RN 464455  
RD 20 JUL 89  
REN 20 JUL 99

MK CODE WEST  
CTY Benelux  
GD Footwear  
CL 25  
RN 464454  
RD 20 JUL 89  
REN 20 JUN 99

MK CODE WEST  
CTY France  
GD Footwear  
CL 25  
RN 1548027  
RD 24 AUG 89  
REN 24 AUG 99

MK CODE WEST  
CTY UNITED STATES  
GD Sportswear, namely Jackets & Shirts  
CL 25  
SN 74-108,162  
RN 1654968  
RD 27 AUG 91  
REN 27 AUG 01

MK LAREDO WESTERN BOOT &  
DESIGN  
CTY Australia  
GD Boots  
CL 25  
RN B505,626 (Part B)  
RD 24 FEB 89  
REN 24 FEB 06

Boot Country Retail Trademarks

MK Boot Country & Design  
CTY United States  
SN/RN 1508609  
EXP 11 OCT 08  
DBA Boot Country  
Boot Country Outlet

MK Scooter's World Tour 1959 & Design  
CTY United States  
SN/RN 2162333  
EXP  
DBA Scooter's Boots

MK Scooter's KY 59 World Tour 1959  
CTY United States  
SN/RN 75/331663  
EXP  
DBA

MK T.O. PRIDE DRY GOODS  
CTY United States  
SN/RN 2034590  
EXP 28 JAN 07  
DBA T.O. Pride Dry Goods

Active Trademark  
Inactive as Trade Name

Texas Boot, Inc. Brands

MK BRONCO Stylized Letters  
CTY United States  
RN 1951425  
RD 1/23/96  
SN 74-464,133

MK DURABUCK Stylized Letters  
CTY United States  
RN 1690276  
RD 6/02/92  
SN 74-176,812

MK EL DORADO  
CTY United States  
RN 1882281  
RD 3/07/95  
SN 74-372,741

MK J. CHISHOLM HANDCRAFTED  
BOOTS & Design  
CTY United States  
RN 1923763  
RD 10/03/95

SN 74-533,604

MK J. CHISHOLM & Design

CTY United States

RN 1825204

RD 3/08/94

SN 74-134,626

MK MAGIC-FLEX & Design

CTY United States

RN 1060356

RD 3/07/77

SN 73-075,844

MK MAGIC-FLEX & Design

CTY United States

RN 1597608

RD 5/22/90

SN 73-835,350

MK TEXAS BRAND BOOTS & Design

CTY United States

RN 1280781

RD 6/05/84

SN 73-348,905

MK TEXAS BRAND BOOTS

CTY United States

RN 964732

RD 7/24/73

SN 72-424,909

MK TEXAS BRAND BOOTS and  
Design

CTY United States

RN 822175  
RD 1/10/67  
SN 72-246,239

MK THE EL DORADO HANDMADE  
BOOT & Design

CTY United States

RN 1440013

RD 5/19/87

SN 73-377-307

MK J. CHISHOLM and Design

ST Kansas

RN n/a

RD 1212/02/94

MK J. CHISHOLM

ST Oklahoma

RN 27017

RD 4/14/91

MK J. CHISHOLM Stylized Letters

ST Texas

RN 44921

RD 5/28/95

MK TEXAS BRAND BOOTS & Star  
Design

CTY Austria

RN 93323

RD 3/06/80

MK TEXAS BRAND BOOTS & Star  
Design

CTY Benelux

RN 359658  
RD 8/14/79

MK J. CHISHOLM & Design  
CTY Brazil  
RN n/a  
RD n/a  
SN 818029773, 9/15/94

MK TEXAS BRAND BOOTS & Design  
CTY Brazil  
RN n/a  
RD n/a  
SN 818029790, 9/15/94

MK MAGIC-FLEX Design  
CTY Canada  
RN 237222  
RD 11/16/79

MK TEXAS BRAND BOOTS  
CTY Canada  
RN 239862  
RD 2/15/80

MK J. CHISHOLM  
CTY China (PRC)  
RN 658940  
RD 9/21/93

MK TEXAS DEVICE  
CTY China (PRC)  
RN n/a  
RD n/a  
SN 93011546, 2/24/93

MK THE EL DORADO Design  
CTY China (PRC)  
RN 688889  
RD 5/7/94

MK TEXAS BRAND BOOTS & Star  
Design  
CTY Denmark  
RN 860/1980  
RD 2/8/80

MK TEXAS BRAND BOOTS (Word &  
Logo)  
CTY France  
RN 1528651  
RD 8/21/79

MK TEXAS BRAND BOOTS & Star  
Design  
CTY Germany  
RN 1003222  
RD 6/9/80

MK TEXAS BRAND BOOTS & Star  
Design  
CTY Mexico  
RN n/a  
RD n/a  
SN 173353, 7/19/93

MK TEXAS BRAND BOOTS & Star  
Design  
CTY Norway  
RN 108141  
RD 4/30/81



MK TEXAS BRAND BOOTS & Star  
Design  
CTY Sweden  
RN 1773556  
RD 9/12/80

MK TEXAS BRAND BOOTS & Star  
Design  
CTY Switzerland  
RN 302456  
RD 8/16/79

MK TEXAS BRAND BOOTS & Star  
Design  
CTY Vietnam  
RN 9365  
RD 3/12/93

Trade Names

Genesco

MK BOOT FACTORY  
CTY United States  
GD Retail Store Services Specializing in  
Western  
Style Leather Boots  
CL 42 (U.S. 101)  
RN 1644686  
RD 14 MAY 91  
REN 14 MAY 01

MK BOOT FACTORY  
CTY Tennessee  
GD Retail Store Services in Connection  
with

Shoes, Boots and Footwear

CL 101  
RN 0  
RD 05 JAN 90  
REN 05 JAN 00

Boot Country Retail

MK BOOT COUNTRY  
CTY United States  
SN/RN 1901056  
EXP 20 JUN 05  
# of St 52  
DBA Boot Country  
Boot Country Outlet

MK SCOOTER'S BOOTS  
CTY United States  
SN/RN 2058009  
EXP  
# of St 1  
DBA Scooter's Boots

Texas Boot, Inc. Trade Names

MK AMERICA'S BOOTMAKER  
CTY United States  
RN 1691672  
RD 06/09/92  
SN 74-168,828

MK AMERICA'S BOOTMAKER  
CTY United States  
RN 1877045  
RD 1/31/95

SN 74-457,078

MK AMERICA'S BOOTMAKER  
Stylized Letters

CTY United States

RN 1411864

RD 9/30/86

SN 73-544,992

MK AMERICA'S BOOTMAKER  
Stylized Letters

ST Tennessee

RN n/a

RD 10/28/93

Trademarks Not Currently In Use

Genesco Brands

MK CODE WEST

CTY United States

GD Retail Store Services in the field of  
Apparel and Footwear

CL 42

SN 74-315,798

RN 1769020

RD 04 MAY 93

REN 04 MAY 03

MK CEDAR CREST

CTY United States

GD Shoes and Boots

CL 25

RN 971920

RD 30 OCT 73

REN 30 OCT 03

MK BOOT EZE

CTY United States

GD Shoe Care Products, Namely  
Cleaners and  
Polishes for Shoes and Boots (Class  
3) and  
Insoles (Class 25)

CL 3 & 25

RN 74-160,499

SN 1852775

RD 06 SEP 94

REN 06 SEP 04

MK COWBOY LOGO DESIGN

CTY United States

GD Shoes, Boots and Footwear

CL 25

RN 75-021,830

SN 2056330

RD 22 APR 97

REN 22 APR 07

MK LAREDO RACER LACERS

CTY United States

GD Footwear, Namely Shoes & Boots

CL 25

RN 74-126,824

SN 1722052

RD 06 OCT 92

REN 06 OCT 02

MK 421  
CTY United States  
GD Western Boots  
CL 25  
RN 1389154  
RD 08 APR 86  
REN 08 APR 06

MK TOUGH RIDERS  
CTY United States  
GD Western Boots  
CL 25  
RN 1376028  
RD 17 DEC 85  
REN 17 DEC 05

MK FLYING COWBOY DESIGN  
CTY United States  
GD Shoes & Boots  
CL 25  
SN 74-142,216  
RN 1668594  
RD 17 DEC 91  
REN 17 DEC 01

NOTES:

- (a) The "Boot Country" marks are subject to ten license agreements permitting third party distributors to use the marks in the names of their stores.
- (b) The Borrower also holds copyright registrations, covering material that is not currently or expected to be used in its operations, as follows:

<u>Serial / Registration #</u>	<u>Mark</u>	<u>Year Created / Date Registered</u>	<u>Name Doing Business Under</u>
VaU 333510	Scooter's Boots & Records	1995/ 4-26-95	Scooter's Boots
VaU 333509	Scooter's World Tour 1959	1995/ 4-26-95	Scooter's Boots



DS

LAW OFFICES OF  
**PAUL, HASTINGS, JANOFSKY & WALKER LLP**

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

695 TOWN CENTER DRIVE  
COSTA MESA, CALIFORNIA 92626-1924  
TELEPHONE (714) 668-6200

600 PEACHTREE STREET, N.E.  
SUITE 2400

345 CALIFORNIA STREET  
SAN FRANCISCO, CALIFORNIA 94104-2635  
TELEPHONE (415) 835-1600

THE INTERNATIONAL FINANCIAL CENTRE  
OLD BROAD STREET  
LONDON EC2N 1HQ  
TELEPHONE 44 (171) 562-4000

ATLANTA, GEORGIA 30308-2222  
TELEPHONE (404) 815-2400

1055 WASHINGTON BOULEVARD  
STAMFORD, CONNECTICUT 06901-2217  
TELEPHONE (203) 961-7400

555 SOUTH FLOWER STREET  
LOS ANGELES, CALIFORNIA 90071-2371  
TELEPHONE (213) 683-6000

FACSIMILE (404) 815-2424  
INTERNET [www.phjw.com](http://www.phjw.com)

ARK MORI BUILDING  
12-32, AKASAKA 1-CHOME  
MINATO-KU, TOKYO 107, JAPAN  
TELEPHONE (03) 3586-4711

399 PARK AVENUE  
NEW YORK, NEW YORK 10022-4697  
TELEPHONE (212) 318-6000

ROBERT P. HASTINGS (1910-1996)  
COUNSEL  
LEE G. PAUL  
LEONARD S. JANOFSKY  
CHARLES M. WALKER

1299 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20004-2400  
TELEPHONE (202) 508-9500

January 22, 1999

WRITER'S DIRECT ACCESS

OUR FILE NO.

(404) 815-2185

26030.88139

**VIA CERTIFIED MAIL /  
RETURN RECEIPT REQUESTED**  
P 454 750 734

U.S. Patent and Trademark Office  
Commissioner of Patents & Trademarks  
2800 Crystal Drive  
Arlington, Virginia 22202

Attn: Assignment Division

**RE: *Foothill / Texas Boot, Inc.***

Dear Sir or Madam:

For the recordation of the grant of security interest in various United States trademark registrations and trademark registration applications, and various trademark assignments, enclosed please find the following documents:

**Recordation #1: Trademark Assignment from  
Boot Country USA, Inc. to Texas Boot, Inc.**

- a. Trademark Assignment Cover Sheet, together with merger documentation; and
- b. A check in the amount of \$165.00 for the applicable filing fee.

**Recordation #2: Release of Security Interest in Trademarks from Finova  
Capital Corporation to Texas Boot, Inc.**

- a. Trademark Recordation Form Cover Sheet;
- b. Release by Secured Party; and
- c. A check in the amount of \$165.00 for the applicable filing fee.

**Recordation #3:**      **Assignment of Trademarks from  
Genesco Inc. to Texas Boot, Inc.**

- a. Trademark Recordation Form Cover Sheet;
- b. Assignment of U.S. Trademarks Agreement; and
- c. A check in the amount of \$490.00 for the applicable filing fee.

**Recordation #4:**      **Assignment of Trademarks from  
Genesco Inc. to Texas Boot, Inc.**

- a. Trademark Recordation Form Cover Sheet;
- b. Trademarks Security Agreement; and
- c. A check in the amount of \$1,040.00 for the applicable filing fee.

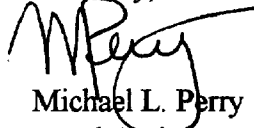
Please record the enclosed Releases of Security Interest in Trademarks and the Trademark Security Agreement in the order specified above, and as indicated on the top of each Recordation Form Cover Sheet.

We request that you charge any deficiencies, or credit any overpayments, to Paul, Hastings, Janofsky & Walker LLP's Deposit Account Number 16-0752.

Do not hesitate to contact me should you have any questions regarding this matter.

Thank you in advance for your assistance.

Sincerely,

  
Michael L. Perry  
Legal Assistant

encls.

cc: Kathleen Currey, Esq.