

08-31-2001

D
\$

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101830903

Tab settings ⇌ ⇌ ⇌ ▼

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

<p>1. Name of conveying party(ies): TBAC Investment Trust <i>08/03/01</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Pennsylvania <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Wells Fargo HSBC Trade Bank, N.A.</u> Internal Address: _____ Address: _____ Street Address: <u>4975 Preston Park Blvd. #280</u> City: <u>Plano</u> State: <u>TX</u> Zip: <u>75093</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association <u>National Association</u> <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 27, 2001</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See Attached</u> B. Trademark Registration No.(s) <u>See Attached</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Crystal A. Gothard, Esq.</u> Internal Address: _____ _____ _____ Street Address: <u>Patton Boggs LLP</u> <u>2550 M Street, NW</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037</u></p>	<p>6. Total number of applications and registrations involved: 145</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>3,640.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-0709</u> (Attach duplicate copy of this page if paying by deposit account)</p>
<p style="text-align: center;">DO NOT USE THIS SPACE</p> <p>9. Statement and signature. <i>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.</i></p> <p><u>George M. Borababy</u> <i>George M. Borababy</i> <u>8/2/01</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 18</p>	

08/30/2001 J11LLM2 00000003 500709 7533054

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481 40.00 CH
02 FC:482 3600.00 CH

TRADEMARK
REEL: 002356 FRAME: 0628

CONTINUATION SHEET - TRADEMARKS

Question 4A

75/333,054
75/412,733
75/412,735
75/453,144
75/600,241
75/603,133
75/824,928
76/014,468
76/038,296
76/038,297
76/059,963
76/059,965
76/081,239
76/081,263
76/083,319
76/223,824
76/223,903
76/231,997
76/232,341

CONTINUATION SHEET - TRADEMARKS

Question 4B

0,110,105	0,163,698	0,337,194	0,338,625
0,351,388	0,367,247	0,421,140	0,516,773
0,517,146	0,548,994	0,567,540	0,604,067
0,669,459	0,674,224	0,682,112	0,684,952
0,700,221	0,710,096	0,731,338	0,760,860
0,785,435	0,789,835	0,791,884	0,800,848
0,817,206	0,829,612	0,842,497	0,844,803
0,911,958	0,961,820	0,988,166	0,998,500
1,050,073	1,050,074	1,067,699	1,081,043
1,081,722	1,105,460	1,118,634	1,158,096
1,159,233	1,159,234	1,172,260	1,172,264
1,188,654	1,228,487	1,231,926	1,231,927
1,237,338	1,248,400	1,251,142	1,251,144
1,259,430	1,276,157	1,290,066	1,301,680
1,306,140	1,316,329	1,326,063	1,326,860
1,335,520	1,345,221	1,348,132	1,357,505
1,378,103	1,381,527	1,381,852	1,383,351
1,389,016	1,395,705	1,396,878	1,399,411
1,421,197	1,433,020	1,478,676	1,485,246
1,485,277	1,485,278	1,541,147	1,541,535
1,550,618	1,552,060	1,552,433	1,585,671
1,588,883	1,623,664	1,630,139	1,638,232
1,708,196	1,745,862	1,751,187	1,752,430
1,821,361	1,829,864	1,851,955	1,859,097
1,859,171	1,878,701	1,899,968	1,902,202
1,906,835	1,906,915	1,907,856	1,958,135
2,032,901	2,035,301	2,041,364	2,049,808
2,061,108	2,082,144	2,126,287	2,141,800
2,142,056	2,187,998	2,187,999	2,319,811
2,322,381	2,352,242	2,357,060	2,364,893
2,393,745	2,393,746	2,412,968	2,414,549
2,425,629	2,433,689		

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27th day of June, 2001 by TBAC INVESTMENT TRUST, a Pennsylvania trust ("Grantor") in favor of WELLS FARGO HSBC TRADE BANK, N.A., a national banking association, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) and WELLS FARGO BANK, N.A. ("WFB", together with the Agent and the Lenders, "Grantee"):

W I T N E S S E T H

WHEREAS, Tandy Brands Accessories, Inc. ("Borrower") and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extension of credit to be made to Borrower by Grantee;

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Banks, a security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement and by Grantor under the Subsidiary Guaranty;

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

1. Incorporation of Loan Documents. The Credit Agreement, the Security Agreement, and the Subsidiary Guaranty and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Borrower's Obligations and Grantor's obligations under the Subsidiary Guaranty, Grantor hereby grants to Grantee a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(ii) each Trademark license (the "Trademark Licenses") and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(iii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark License.

3. Warranties and Representations. Grantor warrants and represents to Grantee

that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark of which it is the owner, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark or Trademark License;

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms; and

(iv) Subject to Section 6 below, Grantor does not own or have any rights to any Trademark or Trademark License other than those listed on Schedule A.

4. Restrictions on Future Agreements. Grantor agrees that until Borrower's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark that it owns or enter into any other agreement with respect to any Trademark or currently existing Trademark License, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement with respect to any Trademark or Trademark License relating to a product or products for which gross sales revenue of at least \$100,000 per annum in the aggregate is generated (such criteria is referred to as "Material"). Grantor further agrees that it will not enter into any future Material trademark license agreement without giving Grantee thirty (30) days prior written notice thereof.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks and the Trademark Licenses are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor

agrees that Grantee, or a conservator appointed by Grantor, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and Trademark Licenses.

6. New Trademarks. If, before Grantor's Obligations shall have been satisfied in full or before the Credit Agreement has been terminated, Grantor shall become entitled to the benefit of any Trademarks or Trademark Licenses which are Material, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule A to include any such Trademarks or Trademark Licenses.

7. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks and Trademark Licenses, as reasonably deemed appropriate by Grantor and (iii) ensure that the Trademarks and Trademark Licenses which are Material are and remain enforceable.

8. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Trademark Licenses and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the Trademarks and Trademark Licenses, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or the Trademark Licenses or (ii) take any other actions with respect to the Trademarks or the Trademark Licenses as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TBAC INVESTMENT TRUST


By: JBJ
Name: JOB JENKINS
Title: PRESIDENT

Agreed and Accepted
As of the Date First Written Above

WELLS FARGO HSBC TRADE BANK, N.A.,
as Agent for The Lenders

By: 
Name: Peter Woffley
Title: Regional Vice President

WELLS FARGO BANK, N.A.,

By: 
Name: Peter Woffley
Title: Regional Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark Description **U.S. Registration No.** **Date Registered**

TRADEMARK APPLICATIONS

Trademark Application **U.S. Application No.** **Date Applied**
Description

TRADEMARK LICENSES

Name of Agreement **Parties** **Date of Agreement**

MARK NAME	REG. NO	REG. DATE	APPLICATION NO	APP. DATE	OWNER NAME	STATUS NAME	DOCKET NUMBER
ACCESS-A-CLUTCH	1290066	14-Aug-84	73/147047	14-Mar-83	TBAC Investment Trust	Registered	1317/K131US
ACCESSORIES BY DESIGN	1906835	18-Jul-95	74/43691	4-Oct-93	TBAC Investments, Inc	Registered	1317/O/K037US
ACCESSORY DESIGN GROUP	1383351	18-Feb-86	73/546890	8-Jul-85	TBAC Investment Trust	Registered	1317/K012US
ADAPTA-SNAP	0800848	28-Dec-85	72/209110	30-Dec-84	TBAC Investment Trust	Registered	1317/K037US
ADDITIONS BY ADG	2414549	19-Dec-00	75/600244	7-Dec-98	TBAC Investment Trust	Registered	1317/K2500US
ADG	18/78701	14-Feb-95	74/386144	30-Apr-93	TBAC Investment Trust	Registered	1317/O/K011US
ALWAYS IN STYLE	1381852	4-Feb-86	73/546930	8-Jul-85	TBAC Investment Trust	Registered	1317/K011US
ALWAYS IN STYLE	1383351	18-Feb-86	73/546890	8-Jul-85	TBAC Investment Trust	Registered	1317/K012US
AMERICAN CLASSIC & eagle design	1301680	23-Oct-84	73/386959	20-Sep-82	TBAC Investment Trust	Registered	1317/K132US
AMITY & design	1105460	7-Nov-78	73/125993	9-May-77	TBAC Investment Trust	Registered	1317/K128US
AMITY & stripes design	1231926	22-Mar-83	73/335610	5-Nov-81	TBAC Investment Trust	Registered	1317/K136US
AMITY & thick line design	110105	2-May-30	71/091140	3-Dec-30	TBAC Investment Trust	Registered	1317/K137US
AMITY CLASSIC	1708196	18-Aug-92	74/199801	30-Aug-91	TBAC Investment Trust	Registered	1317/K133US
AMITY LIFESTYLES	1859171	18-Oct-94	74/403461	18-Jun-93	TBAC Investment Trust	Registered	1317/K134US
BACK TO SCHOOL			76/232341	27-Mar-01	TBAC Investment Trust	Filed	1317/K275US
BACK TO SCHOOL & Design	1630139	1-Jan-91	76/231997	27-Mar-01	TBAC Investment Trust	Filed	1317/K276US
BARRY WELLS (stylized)			74/029450	16-Feb-90	TBAC Investment Trust	Registered	1317/O/K013US
BEACH BUNDLE			76/083319	29-Jun-00	TBAC Investment Trust	Filed	1317/K272US
BIG STRETCH	1316329	22-Jan-85	73/456832	12-Dec-83	TBAC Investment Trust	Registered	1317/K145US
BODY BILLFOLD	988166	16-Jul-74	72/454486	13-Apr-73	TBAC Investment Trust	Registered	1317/K114US
BOODLE BAG (stylized)	421140	21-May-46	71/484517	14-Jun-45	TBAC Investment Trust	Registered	1317/K114US
BRACELEIN	1552060	15-Aug-89	73/755691	3-Oct-88	TBAC Investment Trust	Registered	1317/K148US
BRACELEIN	1550618	1-Aug-89	73/731419	31-May-88	TBAC Investment Trust	Registered	1317/K127US
BRACELEIN	1326860	26-Mar-85	73/226093	6-Aug-79	TBAC Investment Trust	Registered	1317/K149US
BRIARWOOD	760860	3-Dec-63	72/163105	20-Feb-63	TBAC Investment Trust	Registered	1317/K150US
CABOT	1585671	6-Mar-90	73/815513	28-Jul-89	TBAC Investment Trust	Registered	1317/K151US
CACHE	0674224	17-Feb-59	72/037631	23-Sep-57	TBAC Investment Trust	Registered	1317/K064US
CANTERBURY	0911958	8-Jun-71	72/327445	16-May-69	TBAC Investment Trust	Registered	1317/K065US
CANTERBURY	2049808	1-Apr-97	74/693222	21-Jun-95	TBAC Investment Trust	Registered	1317/K062US
CANTERBURY	0791884	29-Jun-65	72/201369	8-Sep-64	TBAC Investment Trust	Registered	1317/K080US
CANTERBURY & design	0998500	19-Nov-74	73/009645	26-Dec-73	TBAC Investment Trust	Registered	1317/K066US
CANTERBURY & design	682112	21-Jul-59	72/056291	30-Jul-58	TBAC Investment Trust	Registered	1317/K152US
CAR CADDY	1188654	2-Feb-82	73/256053	31-Mar-80	TBAC Investment Trust	Registered	1317/K154US
CARLETTE	2035301	4-Feb-97	75/035106	19-Dec-95	TBAC Investment Trust	Registered	1317/K082US
CARLOS TOMASINI	1172264	6-Oct-81	73/256977	7-Apr-80	TBAC Investment Trust	Registered	1317/K156US
CASHIER	1745862	12-Jan-93	74/189236	29-Jul-91	TBAC Investment Trust	Registered	1317/K157US
CHANGEABLE	2126287	30-Dec-97	75/125521	26-Jun-96	TBAC Investment Trust	Registered	1317/K258US
COLLETTA ACCESSORIES			76/014468	30-Mar-00	TBAC Investment Trust	Filed	1317/K282US
COLLECTIONS BY PRINCE GARDNER	1378103	14-Jan-86	73/528698	25-Mar-85	TBAC Investment Trust	Registered	1317/K161US
CONTEMPO	7322381	22-Feb-00	75/471595	21-Apr-98	TBAC Investment Trust	Registered	1317/K101US
COUNTRY PEAKS	829612	6-Jun-67	72/237072	24-Jan-66	TBAC Investment Trust	Registered	1317/K162US
COURIER	731338	15-May-62	72/096179	2-May-60	TBAC Investment Trust	Registered	1317/K115US
CREDENTIAL	1050073	12-Oct-76	73/075924	2-Feb-76	TBAC Investment Trust	Registered	1317/K116US
CREDIT GUARD			76/223903	2-Feb-76	TBAC Investment Trust	Filed	1317/K274US
DANIEL ADAM			76/038297	12-Mar-01	TBAC Investment Trust	Filed	1317/K284US
DESIGNED AND CRAFTED FOR LIFE				1-May-00	TBAC Investment Trust	Filed	
DESIGNED AND CRAFTED FOR LIFE ON THE ROAD			76/038296	1-May-00	TBAC Investment Trust	Filed	1317/K285US
DESIGNS BY SHIRLEY			75/412733	31-Dec-97	TBAC Investment Trust	Filed	1317/K098US

U.S. Intellectual Property as of May 31, 2001

DESIGNS BY SHIRLEY DIRECTOR DL & design DON LOPER DON LOPER	351388 1248400 842497 1552433	26-Oct-37 16-Aug-83 16-Jan-68 22-Aug-89	75/412735 71/394447 73/300096 257209 73/707382	31-Dec-97 TBAC Investment Trust 24-Jun-37 TBAC Investment Trust 6-Mar-81 TBAC Investment Trust 25-Oct-66 TBAC Investment Trust 25-Jan-88 TBAC Investment Trust	Filed Registered Registered Registered Registered	13171/K095US 13171/K117US 13170/K008US 13170/K006US 13170/K005US
---	--	--	--	--	---	--

ESSENTIALS BY ROLFS	23-May-00	75/279231	22-Apr-97 TBAC Investment Trust	Registered	13171/K165US
INDEX	13-Sep-83	73/378128	4-Aug-82 TBAC Investment Trust	Registered	13171/K166US
GLO-GETTER	30-May-89	73/749770	2-Sep-88 TBAC Investment Trust	Registered	13171/K168US
GOLD CROWN	25-May-85	72/195914	18-Jun-84 TBAC Investment Trust	Registered	13171/K119US
GOLDEN CIRCLE	23-Feb-85	72/195913	18-Jun-84 TBAC Investment Trust	Registered	13171/K120US
GOLDEN CIRCLE & design	29-Nov-83	73/385171	13-Sep-82 TBAC Investment Trust	Registered	13171/K170US
GOLDEN CIRCLE & design	13-Jun-95	74/802178	28-Jan-93 TBAC Investments, Inc.	Registered	13170/K042US
HAUTE STUFF BY BARRY WELLS	28-Jun-60	72/082979	9-Oct-59 TBAC Investment Trust	Registered	13170/K021US
HICKOK	15-Sep-59	65381	6-Jan-59 TBAC Investment Trust	Registered	13170/K020US
HICKOK	4-Feb-86	543425	17-Jun-85 TBAC Investment Trust	Registered	13170/K025US
HICKOK (stylized)	28-Jul-36	373339	4-Jan-36 TBAC Investment Trust	Registered	13170/K034US
HICKOK (stylized)	8-Sep-36	373338	4-Jan-36 TBAC Investment Trust	Registered	13170/K033US
HICKOK (stylized)	1-Nov-49	547546	20-Jan-48 TBAC Investment Trust	Registered	13170/K017US
HICKOK (stylized)	2-Oct-51	595957	19-Apr-50 TBAC Investment Trust	Registered	13170/K019US
IDENTIFIER	24-Jan-61	72/096178	2-May-60 TBAC Investment Trust	Registered	13171/K122US
JAMES B FAIRCHILD	5-Apr-84	74/021220	22-Jan-90 Delren International, Inc	Registered	13118/K027US
KEY GARD	23-Jun-81	73/231658	17-Sep-79 TBAC Investment Trust	Registered	13171/K041US
KIDS ADDITIONS BY ADG		75/600241	7-Dec-98 TBAC Investment Trust	Filed	13171/K251US
LA GARDE	23-Jan-30	71/158540	27-Jan-30 TBAC Investment Trust	Registered	13171/K129US
LA GARDE	19-Apr-88	73/652855	3-Apr-87 TBAC Investment Trust	Registered	13171/K232US
LADY CANTERBURY	30-Jun-81	73/202433	2-Feb-79 TBAC Investment Trust	Registered	13171/K067US
LADY CANTERBURY & Design	30-Jun-81	73/202432	2-Feb-79 TBAC Investment Trust	Registered	13171/K068US
LE-BIL'S (stylized)	17-Mar-87	73/605579	20-Jun-86 TBAC Investment Trust	Registered	13170/K029US
LUCARELLI	3-Sep-85	477533	27-Apr-84 TBAC Investment Trust	Registered	13170/K024US
LUCARELLI	10-Jun-86	477532	27-Apr-84 TBAC Investment Trust	Registered	13170/K026US
LUCARELLI	1-Jul-86	477534	27-Apr-84 TBAC Investment Trust	Registered	13170/K027US
LUCARELLI	16-Dec-86	596787	5-May-86 TBAC Investment Trust	Registered	13170/K028US
MARAUDER	4-Jul-00	75/312915	23-Jun-97 TBAC Investment Trust	Registered	13171/K177US
MI-MEMORY	2-Dec-52	71/624770	11-Feb-52 TBAC Investment Trust	Registered	13171/K178US
NECESSITIES BY ROLFS		76/059964	30-May-00 TBAC Investment Trust	Filed	13171/K268US
NITE & DAY	27-Mar-90	73/822549	30-Aug-89 TBAC Investment Trust	Registered	13171/K181US
NOSTALGIA	15-Feb-94	74/396910	1-Jun-93 TBAC Investment Trust	Registered	13171/K182US
ORLEANS	9-Jul-85	500683	24-Sep-84 TBAC Investment Trust	Registered	13170/K023US
P G PRINCESS GARDNER & design		76/081263	30-Jun-00 TBAC Investment Trust	Filed	13171/K266US
PASSAGES	30-Aug-94	74/363758	1-Mar-93 TBAC Investment Trust	Registered	13171/K183US
POP TOP	3-Jan-78	73/114499	2-Feb-77 TBAC Investment Trust	Registered	13171/K185US
PORT N' STARBOARD	20-Nov-84	73/458831	12-Dec-83 TBAC Investment Trust	Registered	13171/K186US
PRINCE GARDNER	19-Mar-91	74/040455	20-Mar-90 TBAC Investment Trust	Registered	13171/K028US
PRINCE GARDNER	8-Sep-98	74/556405	2-Aug-94 TBAC Investment Trust	Registered	13171/K027US
PRINCE GARDNER (stylized)	25-Oct-49	71/542652	26-Nov-47 TBAC Investment Trust	Registered	13171/K029US
PRINCE GARDNER ACCESSORIES & design	25-Feb-97	74/713656	10-Aug-95 TBAC Investment Trust	Registered	13171/K076US
PRINCESS	27-Feb-68	72/265332	23-Feb-67 TBAC Investment Trust	Registered	13171/K038US
PRINCESS GARDNER	8-Sep-98	74/558406	2-Aug-94 TBAC Investment Trust	Registered	13171/K030US
PRINCESS GARDNER ACCESSORIES & design	22-Jul-97	74/713654	10-Aug-95 TBAC Investment Trust	Registered	13171/K077US

TRADEMARK

REEL: 002356 FRAME: 0639

PROTECTA-CARD	1050074	12-Oct-76	79/075927	2-Feb-76 TBAC Investment Trust	Registered	13171/K124US
ROLES	604067	5-Apr-55	75/333054	30-Jul-97 TBAC Investment Trust	Filed	13171/K230US
ROLES	1118634	22-May-79	71/1656539	18-Nov-53 TBAC Investment Trust	Registered	13171/K113US
ROLES	2032901	21-Jan-97	79/170121	12-May-78 TBAC Investment Trust	Registered	13171/K229US
ROLES	1231927	22-Mar-83	74/662841	19-Apr-85 TBAC Investment Trust	Registered	13171/K189US
ROLES & arrow design	1237338	10-May-83	73/335706	5-Nov-81 TBAC Investment Trust	Registered	13171/K190US
ROLES & Arrow Design	1251144	13-Sep-83	73/337733	18-Nov-81 TBAC Investment Trust	Registered	13171/K193US
ROLES & double line design	1859097	18-Oct-94	79/378542	6-Aug-82 TBAC Investment Trust	Registered	13171/K191US
ROLES BRASS KEYWARE	2142056	10-Mar-98	74/363783	1-Mar-93 TBAC Investment Trust	Registered	13171/K195US
ROLES PORTFOLIO COLLECTION	1485278	19-Apr-88	75/165950	13-Sep-96 TBAC Investment Trust	Registered	13171/K196US
ROLES ROYAL CREST	1335520	14-May-85	73/681589	31-Aug-87 TBAC Investment Trust	Registered	13171/K198US
ROSE design	1486277	19-Apr-88	73/400840	26-Oct-82 TBAC Investment Trust	Filed	13171/K254US
ROSE IN TRIANGLE design	1395705	3-Jun-86	75/603133	10-Dec-98 TBAC Investment Trust	Registered	13171/K125US
ROYAL CREST	2319811	15-Feb-00	73/565272	20-Aug-87 TBAC Investment Trust	Registered	13171/K031US
ROYALLE			75/453144	28-Oct-85 TBAC Investment Trust	Registered	13171/K100US
ROYALLE BY PRINCE GARDNER			75/453145	19-Mar-98 TBAC Investment Trust	Registered	13171/K099US
ROYALLE BY PRINCESS GARDNER			75/824928	18-Oct-99 TBAC Investment Trust	Filed	13171/K259US
ROYALLE BY PRINCESS GARDNER			76/081239	30-Jun-00 TBAC Investment Trust	Filed	13171/K271US
ROYALLE BY PRINCESS GARDNER			76/039790	2-May-00 TBAC Investment Trust	Registered	13171/K267US
ROYALLE COLLECTION BY PRINCESS GARDNER	2433689	6-Mar-01	73/674394	24-Jul-87 TBAC Investment Trust	Registered	13171/K203US
SHOP & GO	1478676	1-Mar-88	76/059963	30-May-00 TBAC Investment Trust	Filed	13171/K269US
SHOWCASE BY LA GARDE	961820	26-Jun-73	72/418486	16-Mar-72 TBAC Investment Trust	Registered	13171/K202US
SHOWKICK	1958135	20-Feb-96	74/669470	3-May-95 TBAC Investment Trust	Registered	13171/K060US
SKY BEND CANYON	2081108	13-May-97	75/098671	3-May-96 TBAC Investment Trust	Registered	13171/K053US2
SKY BEND COUNTRY CLUB	1906915	18-Jul-95	74/404534	18-Jun-93 TBAC Investment Trust	Registered	13171/K204US
SLIMLINE	817206	25-Oct-66	72/221333	17-Jun-65 TBAC Investment Trust	Registered	13171/K206US
SNAP HAPPY	1326063	19-Mar-85	73/456997	14-Dec-83 TBAC Investment Trust	Registered	13171/K207US
SOFT JAW	2393746	10-Oct-00	75/591789	10-Nov-98 TBAC Investment Trust	Filed	13171/K247US
SPOKES	2425629	30-Jan-01	75/874968	17-Dec-99 TBAC Investment Trust	Registered	13171/K261US
SPOKES			75/590226	10-Nov-98 TBAC Investment Trust	Registered	13171/K248US
SPOKES			75/590228	10-Nov-98 TBAC Investment Trust	Filed	13171/K260US
SPOKES & design	2393745	10-Oct-00	75/874966	17-Dec-99 TBAC Investment Trust	Registered	13171/K246US
SPOKES & Design	2412968	12-Dec-00	75/591788	10-Nov-98 TBAC Investment Trust	Registered	13171/K208US
SPOKES & Design	1081722	10-Jan-78	73/114498	2-Feb-77 TBAC Investment Trust	Registered	13171/K209US
SPORTA BOUT	1276157	1-May-84	73/410674	24-Jan-83 TBAC Investment Trust	Registered	13171/K210US
SPRINTFOLD	1228487	22-Feb-83	73/308133	30-Apr-81 TBAC Investment Trust	Registered	13171/K273US
SPRINTKIT			76/223824	12-Mar-01 TBAC Investment Trust	Filed	13170/K031US
STACY RYAN	1751187	9-Feb-93	73/756262	6-Oct-88 TBAC Investment Trust	Registered	13170/K030US
TANDY BRANDS	1752430	16-Feb-93	73/756261	6-Oct-88 TBAC Investments, Inc.	Registered	13171/K213US
TANDY BRANDS ACCESSORIES	1172260	6-Oct-91	73/226095	6-Aug-79 TBAC Investment Trust	Registered	13171/K257US
TANGLEWOOD	2357060	13-Jun-00	75/629211	28-Jan-99 TBAC Investment Trust	Registered	13171/K033US
TEMPO design	367247	9-May-39	71/414102	22-Dec-38 TBAC Investment Trust	Registered	13171/K214US
THE PRINCESS GARDNER & design	1345221	25-Jun-85	73/456571	27-Dec-83 TBAC Investment Trust	Registered	13171/K215US
THE WALLET WORKS	1399016	8-Apr-86	73/501816	1-Oct-84 TBAC Investment Trust	Registered	13171/K216US
THE WALLET WORKS	1541535	30-May-89	73/749693	2-Sep-88 TBAC Investment Trust	Registered	13171/K126US
THEFT GUARD	669459	11-Nov-58	72/045442	7-Feb-58 TBAC Investment Trust	Registered	13171/K217US
TOWNSMAN	1623664	20-Nov-90	73/683149	8-Sep-87 TBAC Investment Trust	Registered	
TRAVEL LITE						

U.S. Intellectual Property as of May 31, 2001

TUCK-N-TAKE	1067899	14-Jun-77	73/093705	16-Jul-76 TBAC Investment Trust	Registered	13171/K219US
VALUABLES BY COLETTA	1902202	27-Jun-95	76/059965	30-May-00 TBAC Investment Trust	Filed	13171/K270US
WATERFOWL	1907856	25-Jul-95	74/802308	7-Oct-93 TBAC Investments, Inc	Registered	13170/K044US
WESTERN NATURALS			74/433128	3-Sep-93 TBAC Investment Trust	Registered	13171/K224US

MARK NAME	STATUS CODE NAME	CURR. OWNER NAME	DESCRIPTION OF GOODS
CRAVAT BY MR. R ELECTRIC BRITES	Unregistered Unregistered	Tandy Brands Accessories, Inc. TBAC Investment Trust	Neck wear Neckwear Umbrellas, backpacks, tote bags, gloves, earmuffs, scarves, hats, mufflers, bandanas, pocket squares, belts, and suspenders
HUDSON RIVER TRADERS RHYNECLIFF SHADOW SATIN TIGER TIGER GOLD TIGER WHITE TIGER RED	Unregistered Unregistered Unregistered Unregistered Unregistered Unregistered	TBAC Investment Trust TBAC Investment Trust TBAC Investment Trust TBAC Investment Trust TBAC Investment Trust TBAC Investment Trust	Neckwear Neckwear Belts and Suspenders Belts and Suspenders Belts and Suspenders Belts and Suspenders