

Form PTO-1594 (Rev. 11-08)
OMB Collection 0651-0027 (exp. 12/31/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Nocona Leather Goods Company, Ltd.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 19, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Boston Private Bank & Trust Company

Internal

Address: _____

Street Address: Ten Post Office Square

City: Boston

State: MA

Country: USA Zip: 02109

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

Citizenship _____
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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

77592981

B. Trademark Registration No.(s)

3403485

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Nocona

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

Name: James H. Cohen

Internal Address: Looney Cohen Beagan & Alsenberg LLP

Street Address: 33 Broad Street, 6th Floor

City: Boston

State: MA Zip: 02109

Phone Number: 617-371-1050

Fax Number: 617-371-1051

Email Address: jcohen@CBA.com

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,065.00

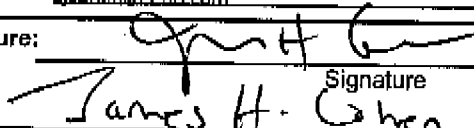
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 8332

Authorized User Name James Cohen

9. Signature:


Signature

Name of Person Signing

12/9/08
Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1065.00 77592981

NOCONA U.S. TRADEMARKS

Serial Number	Reg. Number	Word Mark	Check Status	Live
78917773	3403485	RENEGADE	TARR	LIVE
78917816	3363757	ECHO REBOUND TECHNOLOGY	TARR	LIVE
78598824	3068302	TOMAHAWK	TARR	LIVE
78584747	3166498	THE BALL STOPS HERE	TARR	LIVE
77592981		MARQUISE	TARR	LIVE
77592930		TRILLION	TARR	LIVE
77592902		EMERALD	TARR	LIVE
77589256		FENIX	TARR	LIVE
77590157		SPANGLE	TARR	LIVE
77590131		TRIBAL	TARR	LIVE
77589168		LINEAGE	TARR	LIVE
77589139		CLASICO	TARR	LIVE
77259332		GOOD WOOD	TARR	LIVE
77286770		BLOODLINE	TARR	LIVE
77036464	3399049	DUO PRO	TARR	LIVE
77032964		THE FEEL GOOD GLOVE	TARR	LIVE
77032906		NOKONA FOR LIFE	TARR	LIVE
76336282	2628154	NOKONA	TARR	LIVE
76691400		CM2X	TARR	LIVE
76691370		C4	TARR	LIVE
76691369		M2X	TARR	LIVE
76691368		ERT	TARR	LIVE
76684727		N	TARR	LIVE
76684691		N	TARR	LIVE
76688671	3506948	NOKONA WRECKING CREW	TARR	LIVE
76336463	2628155		TARR	LIVE
76687307		AMERICAN DEFENDER	TARR	LIVE
76643880	3147328	N	TARR	LIVE
76640334	3170448	GLOVEMOBILE	TARR	LIVE
76244187	2183118	THE AMERICAN GLOVE	TARR	LIVE
76176141	2130105	NOKONA	TARR	LIVE
74008696	1611355	LET'S RODEO	TARR	LIVE
73322022	1263663	NOCONA	TARR	LIVE
73322021	1263662		TARR	LIVE
73872482	1479720	THE BROKER	TARR	LIVE
73576731	1411396	WILDFLOWER	TARR	LIVE
73409761	1309087	NOCONA BOOT SOX	TARR	LIVE
73409750	1325943	NOCONA BOOT SOX	TARR	LIVE
73322157	1416960	LET'S RODEO	TARR	LIVE
73322025	1263664	NOCONA BOOTS	TARR	LIVE
72033988	0665427	NOCONA	TARR	LIVE
72297879	0863477	TEX-SIZ-TRAP	TARR	LIVE

PLEDGE AND COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS Pledge and Collateral Assignment of Trademarks is made as of the 25th day of November 2008 by Nocona Leather Goods Company, Ltd., with an address of 901 East Highway 82, Nocona, Texas 76255 ("Borrower") to Boston Private Bank & Trust Company, with an address of Ten Post Office Square, Boston, Massachusetts 02109 ("Lender").

Whereas, the Lender is loaning the Borrower the sum of Three Million and 00/100 Dollars (\$3,000,000.00) to be repaid as stated in a certain Revolving Line of Credit Promissory Note dated even date herewith ("Loan").

Whereas, in addition to certain other collateral, the Lender is requiring that Borrower grant a pledge of and security interest in all trademarks with respect to the Borrower's business operations, including without limitation those certain Trademarks registered with the United States Patent and Trademark Office (the "Trademark Office") as set forth on the attached Exhibit A, and all trademarks in which the Borrower hereafter owns and the proceeds therefrom (the "Trademarks") as security for the repayment of the Loan and the full and faithful performance of all of the Borrower's obligations pursuant thereto, as well as all other debts, covenants and agreements of or by the Borrower to or for the benefit of the Lender now existing or hereafter accruing (the "Obligations").

Now therefore, Borrower, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant Lender a security interest in, and collaterally assign to the Lender, all of the Borrower's right, title and interest in and to the Trademarks. The Lender hereby acknowledges that the within Pledge and assignment is conditional only, and shall become an absolute assignment only upon Lender's exercise of its rights and remedies under this Pledge and the other documents relating to the Loan.

1. The Borrower hereby represents and warrants:

- (1) that it is the owner of the Trademarks, that the Trademarks set forth on the attached Exhibit A contain all of Borrower's federally pending and registered Trademarks, and that it has duly filed and registered such Trademarks with the United States Patent and Trademark Office;
- (2) that each of said Trademarks has been duly registered with the Trademark Office and are valid;
- (3) that Borrower is not the owner of any other Trademarks, and shall not register any other trademarks with the Trademark Office without notifying the Lender, and shall grant Lender a security interest in such trademarks;
- (4) that it has not assigned, encumbered or pledged its interest in any of the Trademarks to any other party;

TRADEMARK

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Lender in exercising any right, power or privilege hereunder or under any document executed in connection with the Loan, and no course of dealing between Borrower or any other person and Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other loan document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights and remedies provided in this Pledge are cumulative and not exclusive of any rights or remedies which Lender would otherwise have and may be exercised simultaneously. No notice to or demand on Borrower in any case shall entitle Borrower or any other person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Lender to any other or further action in any circumstances without notice or demand. Lender has no obligation to preserve rights to the Trademarks against any other persons

4. The Lender shall have no liability for any loss sustained by the Borrower from Lender's actions or failure to act hereunder or from any other act or omission of Lender in exercising Borrower's rights under this Pledge unless such loss is caused by the willful misconduct or bad faith of the Lender, nor shall the Lender have any duty to take any action with regard to the Trademarks and the Borrower shall and hereby does hold the Lender harmless from any and all liability, loss or damage which may or might be incurred under or by reason of this Pledge and, except as aforesaid, from any and all claims and demands whatsoever which may be asserted against the Lender by any person, including without limitation, Borrower, by reason of any alleged obligations or duties on its part to perform or discharge any obligation with respect to said Trademarks. Should the Lender incur any such liability under said Trademarks or under or by reason of this Pledge or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and by any other collateral for the Obligations and the Borrower shall reimburse the Lender therefore immediately upon demand and, upon the failure of the Borrower to do so, the Lender may, at its option, declare all sums secured hereby immediately due and payable.

5. All rights and obligations hereunder shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. Borrower hereby irrevocably submits to the nonexclusive jurisdiction of any Massachusetts, state or federal court over any suit, action or proceedings arising out of or relating to this Pledge.

6. All rights of the Lender hereunder shall inure to the benefit of its successors and assigns, and all of the obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

6. If any provision hereof shall be invalid or unenforceable in any respect or in any jurisdiction, the remaining provisions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

7. The Borrower hereby irrevocably authorizes the Lender at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto setting forth the description of the collateral pledged herein and containing any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State. The Borrower agrees to furnish any such information to the Lender promptly upon request.

Executed under seal as of this 25th day of November 2008.

Nocona Leather Goods Company, Ltd.
By: NLG Partners, Inc., its General Partner

Witness

By: Robert M. Storey, Jr.
Its: President

By: Fenway-Nocona GP, LLC, its General Partner

C. Bradley

Witness

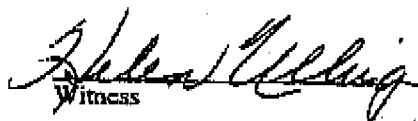
Leslie B. Lewis

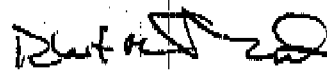
By: Leslie B. Lewis
Its: Manager

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Witness



By: Robert M. Storey, Jr.
Its: President

By: Penway-Nokona CP, LLC, its General Partner

Witness

By: Leslie B. Lewis
Its: Manager

RS