

10-09-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651 (exp. 5/31/200)

RECORDED 101867573 TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): Duck Head Apparel Company, LLC
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State Georgia
[X] Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

Handwritten: 9-28-01

2. Name and address of receiving party(ies)
Name: TSI Brands, Inc.
Internal
Address: Suite 900
Street Address: 300 Delaware Avenue
City: Wilmington State: DE Zip: 19801
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Delaware
[] Other
If assignee is not domiciled in the United States, a domestic representative designated is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: August 9, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76-046,859
76-046,858
Additional number(s) attached [] Yes [X] No

Table with 3 columns: Trademark Registration No.(s), 2,369,088, 734,210, 429,337, etc.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Claire M. Kimball
Internal Address:
Street Address: Alston & Bird LLP, One Atlantic Center, 1201 West Peachtree Street
City: Atlanta State: GA Zip: 30309-3424

6. Total number of applications and registrations involved: 26
7. Total fee (37 CFR 3.41)\$ 665.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: N/A
(Attached duplicate copy of this page if paying by deposit account)

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.
Claire Kimball Signature Date 09/28/2001
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document:

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

10/05/2001 DBYRNE 00000177 76046859

01 FC:481
02 FC:482

40.00 OP
625.00 OP

TRADEMARK ASSIGNMENT

DUCK HEAD APPAREL COMPANY, LLC, a limited liability company of the State of Georgia, with its principal place of business at 1020 Barrow Industrial Parkway, Winder, Georgia, 30361, (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademarks, listed in the schedule attached hereto as Schedule A and made a part hereof (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and TSI BRANDS, INC., a corporation of the State of Delaware, with its principal place of business at 300 Delaware Avenue, Suite 900, Wilmington, DE 19801 (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR of valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE's name. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of August 9, 2001.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of August 9, 2001.

DUCK HEAD APPAREL COMPANY, LLC

By: N. Larry McPherson

Name: N. Larry McPherson

Title: Executive Vice President

STATE OF FLORIDA

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COUNTY OF HILLSBOROUGH

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On this 29 day of September, 2001 before me, a Notary Public in and for the State and County aforesaid, personally appeared N. Larry McPherson known by me to be the person of the above name and an officer of **DUCK HEAD APPAREL COMPANY, LLC**, duly authorized to execute this Trademark Assignment on behalf of **DUCK HEAD APPAREL COMPANY, LLC**, who signed and executed the foregoing instrument on behalf of **DUCK HEAD APPAREL COMPANY, LLC**.

Jane C. Marlow
Notary Public

My Commission Expires: 10/10/2003



TSI BRANDS, INC.

By: Joan L. Dobzynski

Name: JOAN L. DOBZYNSKI

Title: Treasurer/Secretary

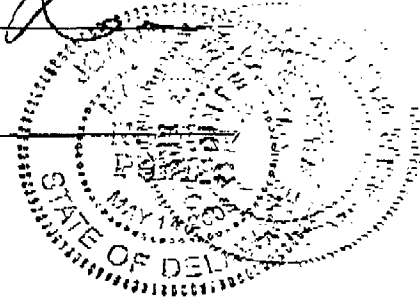
STATE OF Delaware §

COUNTY OF New Castle §

On this 26th day of September, 2001 before me, a Notary Public in and for the State and County aforesaid, personally appeared Joan Dobzynski, known by me to be the person of the above name and an officer of TSI BRANDS, INC., duly authorized to execute this Trademark Assignment on behalf of TSI BRANDS, INC., who signed and executed the foregoing instrument on behalf of TSI BRANDS, INC.

[Signature]
Notary Public

My Commission Expires: _____



SCHEDULE A
DUCK HEAD APPAREL COMPANY, INC. (GEORGIA) U.S. TRADEMARKS

<u>DOCKET NO.</u>	<u>MARK</u>	<u>APP/REG NO.</u>	<u>DATE FILED/REG</u>
1045.T40	BABY DUCK HEAD	2,369,088	JUL 18, 2000
1045.T130	BRAND X	734,210	JUL 10, 1962
1045.T136	CARWOOD (Stylized)	429,337	APR 29, 1947
1045.T18A	DESIGN OF DUCK HEAD	2,078,099	JUL 8, 1997
1045.T19	DESIGN OF DUCK HEAD	1,941,462	DEC 12, 1995
1045.T20	DESIGN OF DUCK HEAD	1,926,401	OCT 10, 1995
1045.T21	DESIGN OF DUCK HEAD	1,998,536	SEP 3, 1996
1045.T22	DESIGN OF DUCK HEAD	1,907,857	JUL 25, 1995
1045.T29	1865 AND DESIGN	2,018,003	NOV 19, 1996
1045.T34	DESIGN OF POCKET FLAP	2,135,095	FEB 3, 1998
1045.T17	DESIGN OF YELLOW LABEL	1,860,982	NOV 1, 1994
1045.T138	DESIGN ONLY	53,255	MAY 29, 1906
1045.T44	DEK	76-046,859	MAY 12, 2000
1045.T45	DEK SPORT	76-046,858	MAY 12, 2000
1045.T2	DUCK HEAD	817,443	OCT 25, 1966
1045.T6	DUCK HEAD	1,651,551	JUL 23, 1991
1045.T5	DUCK HEAD AND DESIGN	1,832,781	APR 26, 1994

SCHEDULE A
DUCK HEAD APPAREL COMPANY, INC. (GEORGIA) U.S. TRADEMARKS

<u>DOCKET NO.</u>	<u>MARK</u>	<u>APP/REG NO.</u>	<u>DATE FILED/REG</u>
1045.T35	DUCK HEAD TAILORED CLASSICS	2,285,936	OCT 12, 1999
1045.T30	DUCK HEAD TOUGHS	2,059,325	MAY 6, 1997
1045.T41	DUCK HEAD TOUR	2,427,268	FEB 6, 2001
1045.T11	DUCK TAIL	1,770,130	MAY 11, 1993
1045.T33	DUCK TUCKS	2,137,965	FEB 17, 1998
1045.T4	DUCK HEAD AND CIRCLE WITH COLOR AND DESIGN	1,468,430	DEC 8, 1987
1045.T3	DUCK HEAD WITH LABEL COLOR AND DESIGN	1,468,429	DEC 8, 1987
1045.T23	EXPEDITION 1865 (WORD ONLY)	1,951,765	JAN 23, 1996
1045.T24	EXPEDITION 1865 AND DESIGN	1,949,457	JAN 16, 1996