



12-10-01

D/#

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

12-14-2001

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



Tab setting ⇄⇄⇄ 0

0 0 0

To the Honorable Commissioner of Pat

101915996

See instructions on the attached original documents or copy thereof.

1. Name of conveying party(ies):
Congress Financial Corporation (Southern) **12-4-01**

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

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

2. Name and address of receiving party(ies)
Name: Duck Head Apparel Company, Inc.
Internal
Address: _____
Street Address: 1020 Barrow Industrial Parkway
City: Winder State: GA Zip: 30361

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

If assignee is not domiciled in the United States, a domestic representative designated is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement

Execution Date: August 8, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
1,998,516

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: 1

7. Total fee (37 CFR 3.41)\$ 40.00
 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 Claire M Kimball Dec. 3, 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

CERTIFICATE OF EXPRESS MAILING
Tracking label number: EL810552291US
Date of Deposit: Dec 4, 2001
I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post office to Addressee" on the date indicated above and is addressed to: Assistant Commissioner for Trademarks, 4800 Crystal Drive, Arlington, Virginia 22202-3513
Claire M Kimball

USPTO-Assignment Div.
Wash, D.C. 20231

40.00
12/13/2001 LWEILLER 0000057 1998516
01 FC:461

ATL01/11093754v1

TRADEMARK
REEL: 002407 FRAME: 0882

RELEASE AGREEMENT

August 9, 2001

Duck Head Apparel Company, Inc.
Delta Merchandising Inc.
1020-A Barrow Industrial Parkway
Winder, Georgia 30680

Gentlemen:

Congress Financial Corporation (Southern) ("Congress") and Duck Head Apparel Company, Inc. (f/k/a DH Apparel Company, Inc.) ("DH Apparel") and Delta Merchandising, Inc. ("Delta;" and together with DH Apparel, collectively, the "Borrowers") have entered into financing arrangements pursuant to which Congress has made loans and advances (collectively, the "Loans") and provided other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated as of May 16, 2000, by and among Congress and Borrowers (as the same has been amended or supplemented prior to the date hereof, the "Loan Agreement", and together with all related agreements, documents and instruments, as each may have been amended, modified, supplemented or extended, collectively, the "Financing Agreements").

Concurrently herewith, Borrowers are entering into financing arrangements with Fleet Capital Corporation ("Lender") and are using the secured loans provided by Lender to Borrowers to repay all of the Loans other than the obligations, liabilities and indebtedness of Borrowers to Congress arising pursuant to or in connection with the letters of credit arranged for by Congress for the account of Borrowers listed on Exhibit A hereto (individually, a "Letter of Credit", and collectively, the "Letters of Credit").

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby agrees as follows:

1. Repayment: Supporting Letter of Credit.

(a) Borrowers shall pay or cause to be repaid to Congress, at Borrowers' cost and expense, on the date hereof, by federal funds wire transfer the amount of \$4,745,974.46, plus accrued interest and other charges for each day from (and including) August 9, 2001, in the event

116899-6

Received 08/17/2001 06:49PM in 05:12 on line [14] for 25ALSTON * Pg 2/16 NO.468 P.2 AUG.17.2001 6:58PM OTTERBOURG/STEINDLER

TRADEMARK
REEL: 002407 FRAME: 0883

that such amount is not received by Congress by 12:00 p.m. Atlanta, Georgia time on such date. Such amount shall be sent to:

The Chase Manhattan Bank
4 New York Plaza
New York, New York
ABA No. 021 000 021

For credit to:
Congress Financial
Corporation (Southern)
Account No. 323-024327
Re: Duck Head Apparel Company, Inc.

(b) Borrowers shall deliver or cause to be delivered to Congress on the date hereof, in form and substance satisfactory to Congress, irrevocable letter of credit no. ASL-3008027-120TS3 in the amount of \$2,945,000 dated August 9, 2001, issued by Fleet National Bank payable to Congress, as beneficiary (the "Supporting Letter of Credit").

(c) If the amount set forth in Section 1(a) hereof is not received by Congress by 12:00 Noon Atlanta, Georgia time on August 9, 2001, such amount shall be increased by a per diem amount of \$975.07 for each day thereafter that such amount is not received by Congress by 12:00 Noon Atlanta, Georgia time on such day (assuming no further Loans under the Financing Agreements after August 9, 2001 and no change in the applicable interest rate).

2. Releases.

(a) Subject to the terms and conditions contained in Section 8 hereof and upon the receipt by Congress of the amounts set forth in Section 1 hereof and the Supporting Letter of Credit, (i) the financing arrangements relating to the Loans as between Borrowers and Congress pursuant to the Financing Agreements shall be terminated, cancelled and of no further force and effect except for the Continuing Obligations (as hereinafter defined), (ii) Congress shall have no further obligation to make any Loans, provide any Letter of Credit Accommodations (as defined in the Loan Agreement) or other financial accommodations or have any other duties or responsibilities in connection with the Financing Agreements except to allow the continuation of the Letters of Credit (provided, that, Congress shall have no obligation to extend the expiration date of any Letter of Credit or agree to any other amendment thereof or to waive any discrepancy with respect to any draw thereunder), (iii) all security interests and liens upon any and all properties and assets of Borrowers and any other person or entity liable on or in respect of the Loans, whether as guarantor, endorser, surety, or otherwise, heretofore granted by Borrowers to Congress pursuant to the Financing Agreements or otherwise are hereby released and terminated, and (iv) Congress shall be deemed to authorize the termination and release of each of the Financing Statements referenced on the attached Exhibit B.

(b) Each Borrower hereby releases, discharges and acquits Congress, its officers, directors, agents and employees and its and their respective successors and assigns, from all obligations to Borrowers (and their respective successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that any Borrower at any time had or has, or that its successors and assigns hereafter can or may have against Congress, its officers, directors, agents or employees and its and their respective successors and assigns.

3. Continuing Obligations. Notwithstanding anything to the contrary contained herein, Borrowers are not released from, and each Borrower hereby ratifies and confirms its continuing liability to Congress for the indefeasible payment and satisfaction in full of the following (collectively, the "Continuing Obligations"):

(a) all obligations of Borrowers arising pursuant to or in connection with the Letters of Credit, including, without limitation, (i) the obligation to pay Congress for amounts paid or payable by Congress to the issuer in respect of amounts drawn under any Letter of Credit, which amounts shall be due and payable to Congress, without notice or demand, at the option of Congress, immediately upon any such drawing under such Letter of Credit and (ii) all letter of credit fees, charges and expenses (including bank charges and expenses) accrued and accruing in respect of the Letters of Credit, which fees owing to Congress shall be payable at the rate set forth in Section 2.2 of the Loan Agreement as in effect immediately prior to the effectiveness hereof, and shall be due and payable each week;

(b) interest (at the interest rate provided for in Section 3.1 of the Loan Agreement) upon all amounts owed to Congress in respect of the Letters of Credit or otherwise in respect of the Continuing Obligations, which interest shall accrue from the date of any drawing under the Letters of Credit or such other date on which each such amount is due under the terms of the Financing Agreements as in effect immediately prior to the effectiveness hereof, until Congress has received full and final payment thereof in immediately available funds;

(c) all obligations of Borrowers to Congress hereunder, including without limitation, the obligations described in Sections 4, 5 and 7 hereof;

(d) any costs and expenses incurred by Congress, including reasonable attorneys' fees and legal expenses in connection with the termination of the Financing Agreements; and

(e) all indemnification obligations and other obligations in favor of Congress that, pursuant to the terms of the Financing Agreements as in effect immediately prior to the effectiveness hereof, survive the termination thereof.

4. Indemnification for Returned Items and Related Expenses.

(a) Borrowers, agree jointly and severally, to indemnify Congress from any and all loss, cost, damage or expense (including attorneys' fees and legal expenses) which Congress may suffer or incur at any time as a result of: any non-payment, claim, refund or dishonor of any checks

or other similar items which have been credited by Congress to the account of Borrowers with Congress and any bookkeeping, accounting or other errors in calculation of any amount to be paid to Congress hereunder requiring an adjustment thereto, together with any expenses or other charges incident thereto and in addition, Borrowers agree to pay Congress on demand all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred in connection with this letter agreement and any instruments or documents contemplated hereunder sent in writing at any time within one hundred eighty (180) days after the date hereof.

(b) In addition, and not in limitation of the rights to indemnification in its favor provided for in Section 4(a) above from Borrowers, Lender agrees to indemnify Congress from, and hold Congress harmless against, all loss, cost, damage or expense (including reasonable attorneys' fees and expenses) which Congress may suffer or incur at any time as a result of any non-payment, claim, refund or dishonor of any checks or other items which have been credited by Congress to the account of Borrowers with Congress in determining the amount to be paid to Congress under Section 1(a) hereof, together with any expenses or other charges incident thereto. The amount of any such loss, cost, damage or expense indemnified hereupon shall be paid to Congress promptly by Lender upon Congress' demand therefor, sent in writing at any time within sixty (60) days after the date hereof, and the amount of the demand shall be conclusive upon Lender absent manifest error. Without limitation, it is understood that the obligation of Lender to make such payments for the amounts indemnified hereupon shall not be conditioned upon any prior demand by Congress upon Borrowers.

(c) Each Borrower authorizes the foregoing indemnification of Congress by Lender and agrees that Lender may pay any and all amounts demanded by Congress pursuant to the foregoing indemnification and Lender may treat such amounts as advances to Borrowers and charge the amounts to any account of Borrowers with Lender, all without inquiry as to whether such amounts are actually due and owing to Congress and without regard to any dispute or claim that Borrowers may have or assert against Congress and/or other parties.

5. Supporting Letter of Credit. In order to secure the prompt performance, observance and indefeasible payment in full of all of the Continuing Obligations, Borrowers have arranged for the Supporting Letter of Credit as described in Section 1(b) hereof. Without limiting any of the other rights of Congress hereunder or under the Financing Agreements in respect of the Continuing Obligations, Congress may immediately draw upon the Supporting Letter of Credit and apply the proceeds of such draw in accordance with the terms thereof, from time to time against the Continuing Obligations when due, and Borrowers are and shall remain liable to pay any deficiency on demand; provided, that, Congress shall first attempt to draw upon the Supporting Letter of Credit and apply the proceeds of such draw against any Continuing Obligation arising from the Letters of Credit before demanding payment for such Continuing Obligation from Borrowers.

6. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Congress reserves all of its rights in and to any checks or similar instruments for payment of money heretofore received by Congress in connection with its arrangements with Borrowers and credited by Congress to Borrowers' account with Congress, and all of its rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon.

7. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Congress from or for the account of Borrowers is avoided, rescinded, set aside or must otherwise be returned or repaid by Congress whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrowers or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against Borrowers and their successors and assigns. In such event, Borrowers shall be and remain liable to Congress for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Congress.

8. Conditions Precedent. The effectiveness of the releases contained in Section 2(a) above and any UCC termination statements or other release documents delivered in connection herewith is subject to and conditioned upon the receipt by Congress of: cash or other immediately available funds in the amounts set forth in Section 1(a) above, the original of the Supporting Letter of Credit described in Section 1(b) above and an original of this letter duly executed by the parties hereto.

9. Further Assurances. At the request of Borrowers, at Borrowers's expense, Congress agrees to execute and deliver additional termination statements and such other and further documents and instruments reasonably acceptable to Congress, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby. Borrowers acknowledges that concurrently herewith, Congress is delivering to Borrowers (i) executed UCC termination statements covering certain of the financing statements previously filed by Congress against Borrowers; (ii) an executed release of that certain Deed to Secure Debt and Security Agreement dated as of May 16, 2000 recorded at Book 542, Page 458 in the real property records of Barrow County, Georgia and (iii) stock certificates of Delta Merchandising, Inc. and Cargud, S.A. representing 100% and 65%, respectively, of the issued and outstanding shares of stock in such companies.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

11. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of Georgia (without giving effect to principles of conflicts of law).

Very truly yours,

CONGRESS FINANCIAL CORPORATION
(SOUTHERN)

By: _____

Title: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

amount so repaid or recovered to the same extent as if such amount had never originally been received by Congress.

VIII. Conditions Precedent. The effectiveness of the releases contained in Section 2(a) above and any UCC termination statements or other release documents delivered in connection herewith is subject to and conditioned upon the receipt by Congress of: cash or other immediately available funds in the amounts set forth in Section 1(a) above, the original of the Supporting Letter of Credit described in Section 1(b) above and an original of this letter duly executed by the parties hereto.

IX. Further Assurances. At the request of Borrowers, at Borrowers's expense, Congress agrees to execute and deliver additional termination statements and such other and further documents and instruments reasonably acceptable to Congress, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby. Borrowers acknowledges that concurrently herewith, Congress is delivering to Borrowers (i) executed UCC termination statements covering certain of the financing statements previously filed by Congress against Borrowers; (ii) an executed release of that certain Deed to Secure Debt and Security Agreement dated as of May 16, 2000 recorded at Book 542, Page 458 in the real property records of Barrow County, Georgia and (iii) stock certificates of Delta Merchandising, Inc. and Cargud, S.A. representing 100% and 65%, respectively, of the issued and outstanding shares of stock in such companies.

X. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

XI. Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of Georgia (without giving effect to principles of conflicts of law).

Very truly yours,

CONGRESS FINANCIAL CORPORATION
(SOUTHERN)

By: Melissa P. Hecox
Title: Senior Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ACKNOWLEDGED AND AGREED:

DUCK HEAD APPAREL COMPANY, INC.

By: [Signature]

Title: EVP

DELTA MERCHANDISING, INC.

By: [Signature]

Title: EVP

11-53911

Received 08/17/2001 06:59PM in 05:12 on [14] for 25ALSTON * Pg 8/16
OTTERBOURG/STEINDLER
AUG. 17. 2001 7:00PM
P. 8 NO. 468

EXHIBIT A
TO
RELEASE AGREEMENT

Letters of Credit

LOC#	L/C ISSUE DATE	BENEFICIARY	STATED AMOUNT	EXPIRATION DATE
SM 413455P	7-7-00	S.R.S International, LLC	\$1,500,000.00	1-31-02
SM 413156P	6-20-00	Georgia Self-Insurance Guaranty	\$ 125,000.00	8-4-02
LM 718408	4-23-01	Bendu Trading	\$1,179,152.96	10-6-01

A-1

EXHIBIT B
TO
RELEASE AGREEMENT

Terminated Financing Statements

DEBTOR/JURISDICTION	UCC-1 FILE NO.	UCC-1 FILE DATE
1. DH Apparel Company, Inc.		
a. Alabama		
i. Secretary of State	B2000-14940FS	4/13/00
b. California		
i. Secretary of State	0010860916	4/13/00
c. Florida		
i. Secretary of State	200000087207	4/13/00
d. Georgia		
i. Barrow County	007-2000-004078	4/13/00
e. Louisiana		
i. Ascension Parish	0314728	4/13/00
f. Mississippi		
i. Secretary of State	01453359	4/17/00
ii. Harrison County (1 st District)	002424	4/13/00
iii. Panola County	89600	4/13/00
iv. Warren County	16755	4/13/00
g. Missouri		
i. Secretary of State	4032491	4/13/00
ii. Scott County	98942	4/13/00
iii. Taney County	000261	4/13/00
h. New York		

B-1

116559-6

Received 08/17/2001 06:49PM in 05:12 on line [14] for 25ALSTON * Pg 10/16
7:01PM OTTERBOURG/STEINDLER
AUG. 17. 2001

NO. 468 P. 10

TRADEMARK
REEL: 002407 FRAME: 0891

DEBTOR/JURISDICTION		UCC-1 FILE NO.	UCC-1 FILE DATE
i.	Department of State	073348	4/12/00
ii.	New York County	00PN19459	4/14/00
i.	South Carolina		
i.	Secretary of State	000413-105038A	4/13/00
j.	Tennessee		
i.	Secretary of State	200-017686	5/24/00
k.	Texas		
i.	Secretary of State	00-471582	4/13/00
2.	Delta Merchandising, Inc.		
a.	Alabama		
i.	Secretary of State	B2000-14942 FS	4/13/00
b.	Florida		
i.	Secretary of State	200000087208	4/13/00
c.	Georgia		
i.	Barrow County	007-2000-004079	4/13/00
d.	Louisiana		
i.	Ascension Parish	0314729	4/13/00
e.	Mississippi		
i.	Secretary of State	01422475	4/14/00
ii.	Harrison County (1 st District)	002423	4/13/00
iii.	Panola County (2 nd District)	89599	4/13/00
iv.	Warren County	16754	4/13/00
f.	Missouri		
i.	Secretary of State	4032492	4/13/00

B-2

116839-6

Received 08/17/2001 06:49PM in 05:12 on line [14] for 25ALSTON * Pg 11/16
 OTTERBOURG/STEINDLER 7:01PM
 NO. 468 AUG. 17. 2001 P. 11

TRADEMARK
 REEL: 002407 FRAME: 0892

DEBTOR/JURISDICTION		UCC-1 FILE NO.	UCC-1 FILE DATE
ii.	Scott County	98943	4/13/00
iii.	Taney County	000260	4/13/00
g.	South Carolina		
i.	Secretary of State	000413-105004A	4/13/00
h.	Tennessee		
i.	Secretary of State	200-016610	5/15/00
i.	Texas		
i.	Secretary of State	00-471581	4/13/00
3.	Duck Head Outlet Stores, a trade name of Delta Merchandising, Inc.		
a.	Alabama		
i.	Secretary of State	B2000-20328 FS	5/19/00
b.	Florida		
i.	Secretary of State	200000116603	5/18/00
c.	Georgia		
i.	Barrow County	007-2000-005773	5/18/00
d.	Louisiana		
i.	Ascension Parish	0314983	5/18/00
e.	Mississippi		
i.	Secretary of State	01432995	5/19/00
ii.	Harrison County (1 st District)	003234	5/18/00
iii.	Panola County	89891	5/18/00
iv.	Warren County	17043	5/18/00
f.	Missouri		
i.	Secretary of State	4047841	5/19/00

B-3

116859-6

Received 08/17/2001 06:49PM in 05:12 on line (14) for 25ALSTON * Pg 12/16
 7:01PM OTTERBOURG/STEINDLER NO.468 P.12

TRADEMARK
 REEL: 002407 FRAME: 0893

DEBTOR/JURISDICTION		UCC-1 FILE NO.	UCC-1 FILE DATE
ii.	Scott County	99069	5/18/00
iii.	Taney County	000354	5/18/00
g.	South Carolina		
i.	Secretary of State	000518-114933A	5/18/00
h.	Tennessee		
i.	Secretary of State	200-037728	10/4/00
i.	Texas		
i.	Secretary of State	00-499788	5/18/00
4.	Duck Head Retail Stores, a trade name of Delta Merchandising, Inc.		
a.	Alabama		
i.	Secretary of State	B2000-20327 FS	5/19/00
b.	Florida		
i.	Secretary of State	200000116601	5/18/00
c.	Georgia		
i.	Barrow County	007-2000-005772	5/18/00
d.	Louisiana		
i.	Ascension Parish	0314982	5/18/00
e.	Mississippi		
i.	Secretary of State	01432996	5/19/00
ii.	Harrison County (1 st District)	003235	5/18/00
iii.	Panola County (2 nd District)	89892	5/18/00
iv.	Warren County	17044	5/18/00
f.	Missouri		
i.	Secretary of State	4047840	5/18/00

B-4

110859-6

Received 08/17/2001 06:49PM in 05:12 on line [14] for 25ALSTON * Pg 13/16 NO.468 P.13

TRADEMARK
REEL: 002407 FRAME: 0894

DEBTOR/JURISDICTION	UCC-1 FILE NO.	UCC-1 FILE DATE
ii. Scott County	99067	5/18/00
iii. Taney County	000353	5/18/00
g. South Carolina		
i. Secretary of State	000518-114951A	5/18/00
h. Tennessee		
i. Secretary of State	200-037730	10/4/00
i. Texas		
i. Secretary of State	00-499787	5/18/00
5. Duck Head Apparel Company, Inc.		
a. Alabama		
i. Secretary of State	B2000-20329 FS	5/19/00
b. California		
i. Secretary of State	0014060570	5/18/00
c. Florida		
i. Secretary of State	200000116604	5/18/00
d. Georgia		
i. Barrow County	007-2000-005774	5/18/00
e. Louisiana		
i. Ascension Parish	0314984	5/18/00
f. Mississippi		
i. Secretary of State	01432997	5/19/00
ii. Harrison County (1 st District)	003233	5/18/00
iii. Panola County (2 nd District)	89890	5/18/00
iv. Warren County	17045	5/18/00
g. Missouri		

B-5

11659-6

Received 08/17/2001 06:49PM in 05:12 on line [14] for 25ALSTON * Pg 16/16 NO.468 P.14

TRADEMARK
REEL: 002407 FRAME: 0895

DEBTOR/JURISDICTION		UCC-1 FILE NO.	UCC-1 FILE DATE
i.	Secretary of State	4047839	5/18/00
ii.	Scott County	99068	5/18/00
iii.	Taney County	000352	5/18/00
h.	New York		
i.	Department of State	097863	5/17/00
ii.	New York County	00PN25977	5/23/00
i.	South Carolina		
i.	Secretary of State	000518-114906A	5/18/00
j.	Tennessee		
i.	Secretary of State	200-037729	10/4/00
k.	Texas		
i.	Secretary of State	00-499786	5/18/00
FIXTURE FILINGS			
6. DH Apparel Company, Inc.			
a.	Georgia		
i.	Barrow County	007-2000-005721	5/16/00
REAL ESTATE FILINGS			
7. DH Apparel Company, Inc.			
a.	Georgia		
i.	Barrow County	BK0542 PG0455	5/16/00
8. Delta Merchandising, Inc. dba Duck Head Outlet Stores			
a.	Alabama		

B-6

116859-6

Received 08/17/2001 06:49PM in 05:12 on line [14] for 25ALSTON * Pg 15/16
 OTTERBOURG/STEINDLER 7:02PM AUG. 17. 2001
 NO. 468 P. 15

TRADEMARK
REEL: 002407 FRAME: 0896

DEBTOR/JURISDICTION		UCC-1 FILE NO.	UCC-1 FILE DATE
i.	Secretary of State	2001-07727FS	2/26/01
b.	Mississippi		
i.	Secretary of State	01502134	02/26/01
ii.	Tunica County	35141	02/28/01
9. Duck Head Outlet Stores, a tradename of Delta Merchandising, Inc.			
a.	Mississippi		
i.	Tunica County	35142	02/28/01

B-7

Received 08/17/2001 06:49PM in 05:12 on line [14] for 25ALSTON * Pg 16/16
 OTTERBOURG/STEINDLER
 NO. 468

P. 16

TRADEMARK
 REEL: 002407 FRAME: 0897

Schedule A

Mark

Reg. Number

Design of a Duck Head

1,998,516

Error! Unknown document property name.

RECORDED: 12/04/2001

**TRADEMARK
REEL: 002407 FRAME: 0898**