

02-01-2002

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



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 1-10-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State:
Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: TSI Brands, Inc.
Internal Address:
Street Address: 300 Delaware Avenue Suite 1704
City: Wilmington State: Delaware Zip: 19801-1612
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State: Delaware
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
Execution Date: August 9, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,924,663 1,202,093
1,233,673 1,145,106
1,233,672 801,368
1,214,083 440,916
736,097 209,103
390,993 399,167
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 12
7. Total fee (37 CFR 3.41) \$ 315.00
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)

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

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.
Signature: Claire M. Kimball Date: Jan 10, 2002
Name of Person Signing: Claire M. Kimball

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

02/01/2002 6TON11 00000005 1924663

01 FC:481
02 FC:482

40.00 OP
275.00 OP

ATL01/11120755v1

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
Express Mail mailing label number: 6160466380
Post Office: Jan 10, 2002
I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Postage Addressed" on the date indicated above and addressed to: Assistant Commissioner for Trademark 2900 Crystal Drive, Arlington, Virginia 22202-3513

TRADEMARK

REEL: 002434 FRAME: 0754

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 §
 §
COUNTY OF HILLSBOROUGH §

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



assignment from DHAQ LLC to TSI BRANDS Inc TSI

TSI BRANDS, INC.

By: Joan L. Dobrzynski

Name: JOAN L. DOBRZYNSKI

Title: Treasurer/Secretary

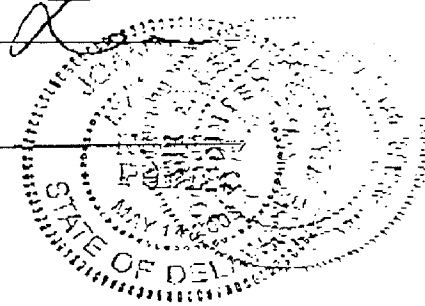
STATE OF Delaware §

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 Dobrzynski, 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

<u>Mark</u>	<u>Registration Number</u>
MAC DEE (Stylized)	736,097
MAC DEE (Stylized)	390,993
DUROWAY (Stylized)	399,167
LITTLE DUCK HEAD	1,924,663
STALLION (Stylized) & Design	1,233,673
Stallion Design	1,233,672
STALLION (Stylized) & Design	1,214,083
OLEVIA ST. (Stylized) & Design	1,202,093
J. WALKEN LTD (Stylized) & Design	1,145,106
SADDLE BACKS	801,368
STYLE CHIEF (Stylized)	440,916
STONE MOUNTAIN SHIRTS AND OVERALLS (Stylized) & Design	209,103