

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association (Successor by Merger to Wells Fargo Bank Texas, National Association)		09/29/2005	National Association:

RECEIVING PARTY DATA

Name:	Williamson-Dickie Manufacturing Company
Street Address:	319 Lipscomb
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2261488	874
Registration Number:	2443479	A LEGEND IN WORK
Registration Number:	2090189	AMERICAN WORKER OF THE YEAR
Registration Number:	1974127	ARCTIC REGION
Registration Number:	1416037	BRANDERS
Registration Number:	1422964	BRANDERS JEANS DICKIES
Registration Number:	594540	DICKIES
Registration Number:	1731216	DICKIES
Registration Number:	594541	DICKIES
Registration Number:	594542	DICKIES
Registration Number:	609147	DICKIES
Registration Number:	1566088	DICKIES

CH \$1165.00 2261488

Registration Number:	2444583	DICKIES
Registration Number:	609638	D DICKIES
Registration Number:	625855	DICKIES
Registration Number:	1267257	DICKIES
Registration Number:	1407750	D DICKIES
Registration Number:	1694561	DICKIES
Registration Number:	1694560	DICKIES
Registration Number:	2269292	DICKIES DIRTBUSTER
Registration Number:	2157450	DICKIES THE BRAND THAT WORKS!
Registration Number:	1192807	
Registration Number:	2418470	DRESS FOR LEARNING
Registration Number:	803952	ENGINEER
Registration Number:	1933795	
Registration Number:	1416737	HARBOR ONE
Registration Number:	1416736	HARBOR ONE
Registration Number:	509215	HAWK
Registration Number:	2431500	IRONTOUGH
Registration Number:	1392448	R.C.T.C.
Registration Number:	1461059	RED HAWK
Registration Number:	1462937	RED HAWK BY DICKIES
Registration Number:	1905055	RIVER BOTTOMS
Registration Number:	1428459	RIVER CITY TRADING CO. RCTC
Registration Number:	1562336	SETLOWEAR
Registration Number:	762128	SHAPE SET
Registration Number:	612221	
Registration Number:	1210656	TOP HAND
Registration Number:	706054	TRIMTABS
Registration Number:	2257192	WE MAKE THE WORLD A MORE COMFORTABLE PLACE
Registration Number:	2392453	ZIP-CHEST
Serial Number:	76308400	AMERICAN WORKER OF THE YEAR
Serial Number:	76195034	DICKIES 247 DENIM
Serial Number:	76242300	DICKIES
Serial Number:	76242301	DICKIES
Serial Number:	76189816	HEAD OF THE CLASS DICKIES

CORRESPONDENCE DATA

Fax Number: (214)661-4899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214/953-6427
Email: daltmdept@bakerbotts.com
Correspondent Name: Michelle L. Peterson
Address Line 1: 2001 Ross Avenue, Suite 600
Address Line 2: Baker Botts L.L.P.
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	002642.2363
NAME OF SUBMITTER:	Michelle L. Peterson
Signature:	/Michelle L. Peterson/
Date:	10/06/2005

Total Attachments: 22

source=release trademarks#page1.tif
source=release trademarks#page2.tif
source=release trademarks#page3.tif
source=release trademarks#page4.tif
source=release trademarks#page5.tif
source=release trademarks#page6.tif
source=release trademarks#page7.tif
source=release trademarks#page8.tif
source=release trademarks#page9.tif
source=release trademarks#page10.tif
source=release trademarks#page11.tif
source=release trademarks#page12.tif
source=release trademarks#page13.tif
source=release trademarks#page14.tif
source=release trademarks#page15.tif
source=release trademarks#page16.tif
source=release trademarks#page17.tif
source=release trademarks#page18.tif
source=release trademarks#page19.tif
source=release trademarks#page20.tif
source=release trademarks#page21.tif
source=release trademarks#page22.tif

EXHIBIT A
to Release of Security Interest in Trademarks

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

See attached.

11-27-2001



101901937

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

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

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

1. Name of conveying party(ies): WILLIAMSON-DICKIE MANUFACTURING COMPANY
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State
[] Other Delaware
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

11.501

2. Name and address of receiving party(ies)
Name: Wells Fargo Bank Texas, National Association
Internal Address:
Street Address: 319 Lipscomb
City: Fort Worth State: Texas Zip: 76104
[] Individual(s) citizenship
[X] Association Texas
[] General Partnership
[] Limited Partnership
[] Corporation-State
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

NOV 5 2001

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[X] Other Security Interest Assignment of Trademarks
Execution Date: October 30, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/189,816; 76/195,034; 76/242,300; 76/242,301; 76/308,400
Additional number(s) attached [X] Yes [] No

B. Trademark Registration No.(s)
509,215; 594,540; 594,541; 594,542; 609,147; 609,638

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: S. ROXANNE EDWARDS
Internal Address: Winstead Sechrest & Minick P.C.
Street Address: P.O. Box 50784
1201 Main Street
City: Dallas State: Texas Zip: 75250

6. Total number of applications and registrations involved: 47
7. Total fee (37 CFR 3.41) \$ 1,190.00
[X] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 23-2426
(Attach 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.
S. ROXANNE EDWARDS
Name of Person Signing
Signature
Date 11/5/01

Total number of pages including cover sheet, attachments, and document: 13

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

7/2001 ANNEX1 00000005 76189816

481 46.00

482

TRADEMARK REEL: 003170 FRAME: 0642

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of October 30, 2001, by and between WILLIAMSON-DICKIE MANUFACTURING COMPANY, a Delaware corporation ("Debtor"), and WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, as Administrative Agent ("Administrative Agent").

RECITALS:

A. Debtor, certain lenders or other financial institutions parties thereto (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement dated as of October 31, 2001 (as the same has been or may be amended, restated or modified from time to time, the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Debtor, certain affiliates of the Debtor and the Administrative Agent have entered into that certain Security Agreement dated as of October 31, 2001 (as the same has been or may be amended, restated, supplemented or modified from time to time, the "Security Agreement") pursuant to which the Debtor has granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a lien on and security interest in, among other things, Trademarks (as described in the Security Agreement), including all trademarks, service marks, and all trademarks and service mark registrations and applications, both foreign and domestic, at any time owned by the Debtor, including without limitation, those described on Exhibit A hereto.

C. It is a condition to the Administrative Agent's and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Grant of Security Interest. To secure all now existing or hereafter arising Obligations (as defined in the Credit Agreement) owing by the Debtor, the Debtor hereby grants to the Administrative Agent a security interest in all of Debtor's right, title and interest in and to the Trademarks (subject to rights of licensees of the Trademarks existing under licenses now existing or hereafter granted by the Debtor), and all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and all proceeds of the foregoing.

2. After Acquired Trademark Rights. If the Debtor shall obtain rights to any Trademarks after the Closing Date (as defined in the Credit Agreement), the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to

the Administrative Agent with respect to any such Trademarks or renewal or extension of any registration of Trademarks. The Debtor shall bear any expenses incurred in connection with future applications for registration of Trademarks.

3. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Debtor may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of the Administrative Agent. THE ADMINISTRATIVE AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

4. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT EACH PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

5. Choice of Forum. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS SITTING IN TARRANT COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS (FORT WORTH DIVISION), AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE DEBTOR AND THE ADMINISTRATIVE AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE DEBTOR AND THE ADMINISTRATIVE AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR OTHER DOCUMENT RELATED THERETO. THE DEBTOR AND THE ADMINISTRATIVE AGENT WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.


6. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS

WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE
WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Debtor and the Administrative Agent have executed this Agreement by their duly authorized officers as of the date first above written.

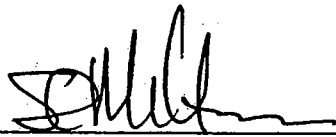
DEBTOR:

WILLIAMSON-DICKIE MANUFACTURING
COMPANY

By: 
Name: Britt Ingebritson
Title: Chief Financial Officer

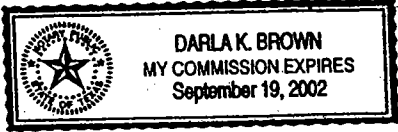
ADMINISTRATIVE AGENT:

WELLS FARGO BANK TEXAS, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Stephen C. Melton
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 30TH day of October, 2001, by Britt Ingebritson, the Chief Financial Officer of WILLIAMSON-DICKIE MANUFACTURING COMPANY, a Delaware corporation, on behalf of the corporation.



Darla K. Brown
Notary Public
In and for the State of Texas
My Commission Expires: 9-19-2002

STATE OF TEXAS)
)
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 30TH day of October, 2001, by Stephen C. Melton, a Vice President of WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, as Administrative Agent, a national banking association, on behalf of such national association.



Darla K. Brown
Notary Public
In and for the State of Texas
My Commission Expires: 9-19-2002

EXHIBIT A

SEE ATTACHED

Attachment to Schedule 5(d)
WILLIAMSON-DICKIE MANUFACTURING COMPANY
 Current U.S. Federal Trademark Registrations (10/26/2001)

Mark	Reg. No.	Reg. Date	Due Date	Class
874	2,261,488	7/3/99	7/3/2009	25
A LEGEND IN WORK	2,443,479	4/10/01	4/10/2011	25
AMERICAN WORKER OF THE YEAR	2,090,189 Supp. Reg.	8/19/97	8/19/2007	35
ARCTIC REGION	1,974,127	5/14/96	5/14/2002	25
BRANDERS	1,416,037	11/04/86	11/04/2006	25
BRANDERS JEANS & DICKIES & Horseshoe Device	1,422,964	12/30/86	12/30/2006	25
DICKIES	594,540	8/31/54	8/31/2004	25
DICKIES	1,731,216	11/10/92	11/10/2002	25
DICKIES & Design	594,541	8/31/54	8/31/2004	25
DICKIES & Design	594,542	8/31/54	8/31/2004	25
DICKIES & Design	609,147	7/19/55	7/19/2005	39 (old)
DICKIES & Design	1,566,088	11/14/89	11/14/2009	25
DICKIES & Horseshoe Design	2,444,583	04/17/01	04/05/2004	14, 18 & 26
DICKIES & Horseshoe Design	609,638	7/26/55	7/26/2005	39 (old)

WILLIAMSON-DICKIE MANUFACTURING COMPANY
 Current U.S. Federal Trademark Registrations (10/26/2001)

Mark	Reg. No.	Reg. Date	Due Date	Class
DICKIES & Horseshoe Design	625,855	4/24/56	4/24/2006	32
DICKIES & Horseshoe Device	1,267,257	02/14/84	02/14/2004	25
DICKIES & Horseshoe Device	1,407,750	09/02/86	09/02/2006	24 & 25
DICKIES & Horseshoe Device	1,694,561	6/16/92	6/16/2002	25
DICKIES & Horseshoe Device	2,444,583	4/17/01	4/17/2011	14, 18 & 26
DICKIES & Horseshoe Device (w/oval)	1,694,560	6/16/92	6/16/2002	25
DICKIES DIRT BUSTER	2,269,292	8/10/99	8/10/2009	18
DICKIES THE BRAND THAT WORKS	2,157,450	5/12/98	5/12/2008	25
Double Half Rainbow Design	1,192,807	03/30/82	03/30/2002	25
DRESS FOR LEARNING	2,418,470	01/02/01	01/02/11	25
ENGINEER	803,952	02/15/66	02/15/2006	39 (old)
Fly Fishing Device	1,933,795	11/07/95	11/07/2005	25
HARBOR ONE & Device	1,416,737	11/11/86	11/11/2006	25
HARBOR ONE (Stylized)	1,416,736	11/11/86	11/11/2006	25

WILLIAMSON-DICKIE MANUFACTURING COMPANY
 Current U.S. Federal Trademark Registrations (10/26/2001)

Mark	Reg. No.	Reg. Date	Due Date	Class
HAWK	509,215	5/03/49	5/03/2009	25
IRONTOUGH	2,431,500	2/27/01	2/27/2011	25
R.C.T.C.	1,392,448	5/06/86	5/06/2006	25
RED HAWK	1,461,059	10/13/87	10/13/2007	25
RED HAWK by DICKIES & Design	1,462,937	10/27/87	10/27/2007	25
RIVER BOTTOMS	1,905,055	7/11/95	7/11/2005	25
RIVER CITY TRADING CO. & Device (Steamboat Design)	1,428,459	2/10/87	2/10/2007	25
SETLOWEAR	1,562,336	10/24/89	10/24/2009	25
SHAPE SET	762,128	12/24/63	12/24/2003	39 (old)
Three Men Design	612,221	9/13/55	9/13/2005	39 (old)
TOP HAND	1,210,656	09/28/82	09/28/2002	25
TRIMTABS	706,054	10/18/60	10/18/2000	25
WE MAKE THE WORLD A MORE COMFORTABLE PLACE	2,257,192	6/29/99	6/29/2009	25
ZIP-CHEST	2,392,453	10/03/00	10/03/10	25
	Supp. Reg.			

WILLIAMSON-DICKIE MANUFACTURING COMPANY
 PENDING U.S. TRADEMARK APPLICATIONS (10/30/2001)

Mark	Application No.	Filing Date	Class
AMERICAN WORKER OF THE YEAR	76/308400	09/04/01	35 & 41
DICKIES 247 DENIM	76/195,034	01/17/01	24
DICKIES (Sunglasses)	76/242,300	04/05/01	9
DICKIES & Design (Sunglasses)	76/242,301	04/05/01	9
HEAD OF THE CLASS DICKIES	76/189,816	01/04/01	25

**Schedule to Security Interest Assignment of Trademarks from
Williamson-Dickie Manufacturing Company to Wells Fargo Bank Texas, National
Association
U.S. Federal Trademark Registrations – Principal Register**

612,221
625,855
706,054
762,128
803,952
1,192,807
1,210,656
1,267,257
1,392,448
1,407,750
1,416,037
1,416,736
1,416,737
1,422,964
1,428,459
1,461,059
1,462,937
1,562,336
1,566,088
1,694,560
1,694,561
1,731,216
1,905,055
1,933,795
1,974,127
2,157,450
2,257,192
2,261,488
2,269,292
2,418,470
2,431,500
2,443,479
2,444,583
2,444,583

**Schedule to Security Interest Assignment of Trademarks from
Williamson-Dickie Manufacturing Company to Wells Fargo Bank Texas, National
Association
U.S. Federal Trademark Registrations – Supplemental Register**

2,090,189
2,392,453

DALLAS_1\3562065\1
11/02/2001 - 4839-361