

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Williamson-Dickie Manufacturing Company		09/29/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	1111 Fannin, 10th Floor
<b>Internal Address:</b>	Loan and Agency Services
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 45**

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:	1416037	BRANDERS
Registration Number:	1422964	BRANDERS JEANS DICKIES
Registration Number:	594540	DICKIES
Registration Number:	594541	DICKIES
Registration Number:	594542	DICKIES
Registration Number:	609147	DICKIES
Registration Number:	1566088	DICKIES
Registration Number:	2444583	DICKIES
Registration Number:	609638	D DICKIES
Registration Number:	625855	DICKIES

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Registration Number:	1267257	DICKIES
Registration Number:	1407750	D DICKIES
Registration Number:	2613484	DICKIES
Registration Number:	2269292	DICKIES DIRTBUSTER
Registration Number:	2157450	DICKIES THE BRAND THAT WORKS!
Registration Number:	2599332	DICKIES
Registration Number:	2618865	DICKIES 247 DENIM
Registration Number:	2663080	DICKIESGIRL.COM
Registration Number:	2666109	DICKIES
Registration Number:	2671961	GENUINE DICKIES
Registration Number:	2774683	GENUINE DICKIES
Registration Number:	2723607	DICKIES GIRL
Registration Number:	2739763	DICKIES GIRL
Registration Number:	2770004	DICKIES SCUFFGARD
Registration Number:	2781214	DISC
Registration Number:	2418470	DRESS FOR LEARNING
Registration Number:	803952	ENGINEER
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:	1428459	RIVER CITY TRADING CO. RCTC
Registration Number:	1562336	SETLOWEAR
Registration Number:	2257192	WE MAKE THE WORLD A MORE COMFORTABLE PLACE
Registration Number:	2392453	ZIP-CHEST
Serial Number:	76603671	RESILIENTS
Serial Number:	78580897	D DICKIES
Serial Number:	78583950	
Serial Number:	78583974	

CORRESPONDENCE DATA

Fax Number: (214)661-4899

**TRADEMARK**  
**REEL: 003171 FRAME: 0354**

*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: 10**

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## SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of September 29, 2005, by and between WILLIAMSON-DICKIE MANUFACTURING COMPANY, a Delaware corporation (the "Debtor"), and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

### RECITALS:

A. The Debtor, the Administrative Agent and certain other lenders or financial institutions parties thereto (the "Lenders") are parties to that certain Credit Agreement dated as of September 29, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Debtor and certain affiliates of the Debtor have entered into that certain Security Agreement dated as of September 29, 2005 (as the same may be amended, restated, supplemented or otherwise 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, the Lenders and certain other parties, a lien on and security interest in, among other things, Trademarks (as defined 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' willingness to enter into 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 the 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), whether now or hereafter existing, owned, arising or acquired, 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 Effective 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, EACH OF THE DEBTOR AND THE ADMINISTRATIVE AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE DEBTOR AND THE ADMINISTRATIVE AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR ANY OBJECTION 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 ANY OTHER DOCUMENT RELATED THERETO. EACH OF 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 OR BENEFITTING FROM 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.

*(Remainder of this page intentionally left blank; signature page follows)*

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: Executive Vice President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

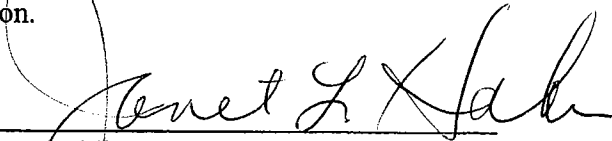
By: \_\_\_\_\_

Name: Lindsey M. Hester

Title: Vice President

STATE OF TEXAS )  
 )  
COUNTY OF TARRANT )

The foregoing instrument was acknowledged before me this 27 day September, 2005, by Britt Ingebritson, Executive Vice President of Williamson-Dickie Manufacturing Company, a Delaware corporation, on behalf of the corporation.



Notary Public  
In and for the State of Texas  
My Commission Expires:



JANET HAHN  
Notary Public, State of Texas  
My Commission Expires: 9/27/08

STATE OF TEXAS )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day September, 2005, by Lindsey M. Hester, a Vice President of JPMorgan Chase Bank, N.A., as Administrative Agent, a national banking association, on behalf of such national association.

\_\_\_\_\_  
Notary Public  
In and for the State of Texas  
My Commission Expires:



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.

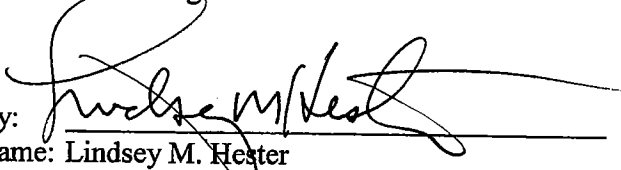
DEBTOR:

WILLIAMSON-DICKIE MANUFACTURING  
COMPANY

By: \_\_\_\_\_  
Name: Britt Ingebritson  
Title: Executive Vice President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By:   
Name: Lindsey M. Hester  
Title: Vice President

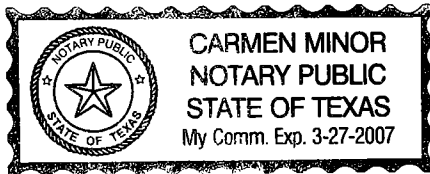
STATE OF TEXAS )  
 )  
COUNTY OF TARRANT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day September, 2005, by Britt Ingebritson, Executive Vice President of Williamson-Dickie Manufacturing Company, a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
In and for the State of Texas  
My Commission Expires:

STATE OF TEXAS )  
 )  
COUNTY OF Tarrant )

The foregoing instrument was acknowledged before me this 29 day September, 2005, by Lindsey M. Hester, a Vice President of JPMorgan Chase Bank, N.A., as Administrative Agent, a national banking association, on behalf of such national association.



Carmen Minor  
Notary Public  
In and for the State of Texas  
My Commission Expires:

EXHIBIT A  
SEE ATTACHED

EXHIBIT A

WILLIAMSON-DICKIE MANUFACTURING COMPANY  
Current U.S. Federal Trademark Registrations

Country	Registered Trademark	Reg. No.	Reg. Date
UNITED STATES	874	2,261,488	7/3/99
UNITED STATES	A LEGEND IN WORK	2,443,479	4/10/01
UNITED STATES	AMERICAN WORKER OF THE YEAR	2,090,189	8/19/97
		Supp. Reg.	
UNITED STATES	BRANDERS	1,416,037	11/04/86
UNITED STATES	BRANDERS JEANS & DICKIES & Horseshoe Device	1,422,964	12/30/86
UNITED STATES	DICKIES	594,540	8/31/54
UNITED STATES	DICKIES & Design	594,541	8/31/54
UNITED STATES	DICKIES & Design	594,542	8/31/54
UNITED STATES	DICKIES & Design	609,147	7/19/55
UNITED STATES	DICKIES & Design	1,566,088	11/14/89
UNITED STATES	DICKIES & Horseshoe Design	2,444,583	04/17/01
UNITED STATES	DICKIES & Horseshoe Design	609,638	7/26/55
UNITED STATES	DICKIES & Horseshoe Design	625,855	4/24/56
UNITED STATES	DICKIES & Horseshoe Device	1,267,257	02/14/84
UNITED STATES	DICKIES & Horseshoe Device	1,407,750	09/02/86
UNITED STATES	DICKIES & Horseshoe Device	2,444,583	4/17/01
UNITED STATES	DICKIES & Horseshoe Device (Sunglasses)	2,613,484	8/27/2002
UNITED STATES	DICKIES DIRT BUSTER	2,269,292	8/10/99
UNITED STATES	DICKIES THE BRAND THAT WORKS	2,157,450	5/12/98
UNITED STATES	DICKIES (word) (Sunglasses)	2,599,332	07/23/02
UNITED STATES	DICKIES 247 DENIM	2,618,865	09/10/02
UNITED STATES	DICKIESGIRL.COM	2,663,080	12/17/02
UNITED STATES	DICKIES & Horseshoe Device	2,666,109	12/24/02
UNITED STATES	GENUINE DICKIES	2,671,961	01/07/03
UNITED STATES	GENUINE DICKIES & Design	2,774,683	10/21/03
UNITED STATES	DICKIES GIRL (word)	2,723,607	06/10/03
UNITED STATES	DICKIES GIRL & Design	2,739,763	07/22/03
UNITED STATES	DICKIES SCUFFGARD	2,770,004	9/30/03
UNITED STATES	DISC	2,781,214	11/11/03
UNITED STATES	DRESS FOR LEARNING	2,418,470	01/02/01
UNITED STATES	ENGINEER	803,952	02/15/66
UNITED STATES	HARBOR ONE & Device	1,416,737	11/11/86
UNITED STATES	HARBOR ONE (Stylized)	1,416,736	11/11/86
UNITED STATES	HAWK	509,215	5/03/49
UNITED STATES	IRONTOUGH	2,431,500	2/27/01
UNITED STATES	R.C.T.C.	1,392,448	5/06/86
UNITED STATES	RED HAWK	1,461,059	10/13/87
UNITED STATES	RED HAWK by DICKIES & Design	1,462,937	10/27/87
UNITED STATES	RIVER CITY TRADING CO. & Device (Steamboat Design)	1,428,459	2/10/87
UNITED STATES	SETLOWEAR	1,562,336	10/24/89
UNITED STATES	WE MAKE THE WORLD A MORE COMFORTABLE PLACE	2,257,192	6/29/99
UNITED STATES	ZIP-CHEST	2,392,453	10/03/00
		Supp. Reg.	

WILLIAMSON-DICKIE MANUFACTURING COMPANY  
Pending U.S. Federal Trademark Applications

<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>File Date</b>	<b>Class</b>
UNITED STATES	RESILIENTS	76/603671	07/22/2004	25
UNITED STATES	DICKIES & Horseshoe Device (color mark)	78/580897	03/04/2005	25
UNITED STATES	Parallelogram & Oval shape (color mark)	78/583950	03/09/2005	25
UNITED STATES	Parallelogram & Oval shape (black & white)	78/583974	03/09/2005	25