

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goody's MS, LP		03/08/2006	LIMITED PARTNERSHIP: TENNESSEE
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, Inc.		
Street Address:	1211 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	11036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Serial Number:	78165382	MONTANA BLUES	
Serial Number:	76274577	GOODGIRLS	
Serial Number:	76342646	GOODY'S IT'S ALL ABOUT YOU	
Serial Number:	78316422	RMG	
Serial Number:	78792143	KID CREW	
Serial Number:	78316446	WE KNOW DENIM	
Serial Number:	78417474	DRESSING YOU FOR LIFE	
Serial Number:	78497063	GOODSPORT	
Serial Number:	78497068	GOOD SPORTS	
Serial Number:	78546412	WWW.GOODYSONLINE.COM	
Serial Number:	78606925	GOODY'S 4 SHOES	
Serial Number:	78608670	DENIM PLANET	
Serial Number:	78602923		

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TRADEMARK
REEL: 003269 FRAME: 0269

Serial Number:	78377721	
Serial Number:	78339593	DUCK TAIL
Serial Number:	78307427	DUCK TUCKS
Serial Number:	78339606	DUCKTEK
Serial Number:	78377748	DUCK HEAD
Serial Number:	78404943	DUCK HEAD JEANS CO.
Serial Number:	78405392	DH JEANS CO.
Serial Number:	78405408	DHJCO
Serial Number:	78418651	DUCK HEAD SPORT
Serial Number:	78447559	DHX DRY
Serial Number:	78526692	D DUCK HEAD
Serial Number:	78526698	D DUCK HEAD JEANS CO.
Serial Number:	78289175	LITTLE DUCK HEAD
Registration Number:	2657455	IVY CREW
Registration Number:	2704878	MONTANA BLUES JEAN COMPANY
Registration Number:	1949260	FEELS LIKE YOU
Registration Number:	2164591	OLD COLLEGE INN
Registration Number:	2230456	G
Registration Number:	2304724	INTIMATE CLASSICS
Registration Number:	2356901	OCI
Registration Number:	2550376	"INTERNATIONAL" TRADING COMPANY
Registration Number:	2414646	LOW PRICES NEVER LOOKED SO GOOD
Registration Number:	2377170	BOBBY G BY IVY CREW
Registration Number:	2417094	MBJC
Registration Number:	2542128	MOUNTAIN LAKE JEAN COMPANY
Registration Number:	2561162	MOUNTAIN LAKE
Registration Number:	1662862	YOUR EVERYDAY Y.E.S. SAVINGS BRANDS VALUE QUALITY
Registration Number:	2466590	OCI
Registration Number:	2464437	OLD COLLEGE INN SPORT
Registration Number:	2466431	OLD COLLEGE INN JEAN COMPANY
Registration Number:	2644246	RGM
Registration Number:	2678764	ACCESSORY CROSSING
Registration Number:	2697501	ACCESSORY CROSSING
Registration Number:	2561161	MOUNTAIN LAKE CASUALS

Registration Number:	2515145	Y.E.S. YOUR EVERYDAY SAVINGS
Registration Number:	2678909	GOODCLOTHES
Registration Number:	2783189	STERLING REFLECTIONS
Registration Number:	2778010	GOOD KIDZ
Registration Number:	2974969	THE BEST TOWEL ON THE BEACH
Registration Number:	3046121	NOW THAT LOOKS GREAT ON YOU
Registration Number:	1998536	
Registration Number:	1941462	
Registration Number:	1926401	
Registration Number:	0053255	
Registration Number:	1468430	
Registration Number:	2018003	1865
Registration Number:	3051629	
Registration Number:	2466437	OLD COLLEGE INN LOUNGEWEAR
Registration Number:	2369088	BABY DUCK HEAD
Registration Number:	2675429	DHX
Registration Number:	2675428	DHX SPORT
Registration Number:	0817443	DUCK HEAD
Registration Number:	1651551	DUCK HEAD
Registration Number:	1468429	DUCK HEAD
Registration Number:	1832781	DUCK HEAD
Registration Number:	1949457	DUCK HEAD EXPEDITION 1865
Registration Number:	2285936	DUCK HEAD TAILORED CLASSICS
Registration Number:	2427268	DUCK HEAD TOUR
Registration Number:	1951765	EXPEDITION 1865
Registration Number:	1860982	
Registration Number:	3022038	DHJC
Registration Number:	2974640	DUCK HEAD BABY

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-609-7897
 Email: hmiller@vedderprice.com
 Correspondent Name: Holly Miller
 Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 27804.00.0028

NAME OF SUBMITTER: Angelo J. Bufalino

Signature: /Angelo J. Bufalino/

Date: 03/15/2006

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 8, 2006, is made by and among GOODY'S FAMILY CLOTHING, INC., a Tennessee corporation, GOODY'S MS, L.P., a Tennessee limited partnership, and SYDOOG LLC, a Delaware limited liability company, each located at 400 Goody's Lane, Knoxville, TN 37922 (each a "Grantor" and collectively, the "Grantors"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation located at 1211 Avenue of the Americas, New York, New York 11036, as Collateral Agent for the Secured Parties (the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among, inter alia, the Grantors, the Collateral Agent and the other parties signatory to it from time to time (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make revolving Advances and other financial accommodations for the benefit of Grantors; and

WHEREAS, Lenders are willing to make Advances and other financial accommodations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent this Intellectual Property Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises and the mutual agreements herein contained, Grantors hereby agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant Of Security Interest In Intellectual Property Collateral. In order to secure the prompt repayment and performance of any and all of the Secured Obligations now or hereafter existing from time to time, each Grantor hereby grants to Collateral Agent, for the benefit of itself and the other Secured Parties, a first priority continuing security interest in all of such Grantor's now owned or hereafter acquired right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):

(a) all of its patents, patent applications and patent licenses to which it is a party including those patents and patent applications referred to on Schedule I hereto;

(b) all of its trade dress, service marks, service names, tradenames, brand names, logos, domain names, business symbols, trademarks, trademark registrations, trademark applications and trademark licenses to which it is a party including those trademark registrations and trademark applications referred to on Schedule II hereto;

(c) all of its copyrights, copyright registrations, copyright applications and copyright licenses to which it is a party including those copyright registrations and copyright applications referred Schedule III hereto;

(d) all reissues, renewals, continuations or extensions of the foregoing;

(e) all goodwill of the business symbolized by and connected with the use of each trademark; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any patent or patent licensed under any patent license, (ii) infringement or dilution of any trademark or trademark licensed under any trademark license, (iii) injury to the goodwill associated with any trademark, and (iv) infringement of any copyright or copyright licensed under any copyright license.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted hereunder attach to (a) any license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder (i) if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such license, contract property rights or agreement and (ii) to the extent that any applicable law prohibits the creation of a security interest thereon, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the United States Bankruptcy Code) or principles of equity; provided, however, that, such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such license, contract, property rights or agreement that does not result in any of the offending consequences.

3. Representations And Warranties. Each Grantor represents and warrants that such Grantor does not own any patent, patent application, trademark, trademark application, trademark registration or copyright application or registration except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien and, upon the recording of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of the appropriate financing statements as per the Loan Agreement, perfected security interests in favor of Collateral Agent, for the benefit of itself and the other Secured Parties, in all of Grantors' patents, trademarks and copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent

and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements as per the Loan Agreement, all action necessary to perfect Collateral Agent's, for the benefit of itself and the other Secured Parties, Lien on Grantors' patents, trademarks, copyrights, including the items on Schedule I, Schedule II and Schedule III hereof shall have been duly taken; provided, however that additional recordings of the Intellectual Property Security Agreement may be necessary with respect to Intellectual Property Collateral filed, registered or acquired by Grantors after the date hereof and continuation statements need to be filed with respect to the financing statements and actions and/or filings may need to be undertaken in jurisdictions outside of the United States where Intellectual Property Collateral has been created to perfect or continue the Collateral Agent's, for the benefit of itself and the other Secured Parties, Lien.

4. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of itself and the other Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective, and the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not rescinded, reduced, restored or returned, in the event of any occurrence or event as provided for in Section 17.7 of the Loan Agreement.

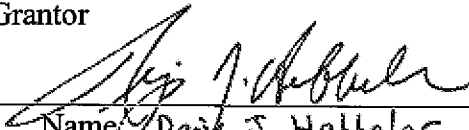
6. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

6. Termination Of This Security Agreement. Subject to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the termination of the Loan Agreement in accordance with its terms. Upon a termination of this Intellectual Property Security Agreement, Collateral Agent will, pursuant to and consistent with its obligations arising under Section 3.5 of the Loan Agreement, and at Grantors' sole expense, execute and deliver any termination statements, lien releases, re-assignments of trademarks, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release, as of record, Collateral Agent's Lien in the Intellectual Property Collateral and all notices of security interest and liens previously filed and/or recorded by the Agent with respect to the Intellectual Property Collateral.

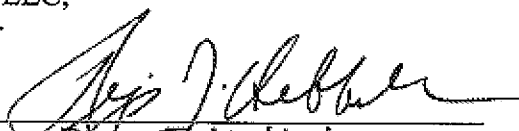
[Signatures Appear Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first above written.

GOODY'S FAMILY CLOTHING, INC.,
As Grantor

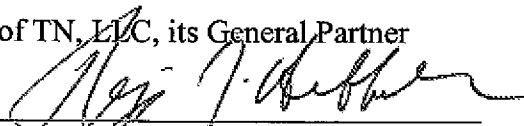
By: 
Name: Regis J. Hebbeler
Title: Sr. Vice President

SYDOOG LLC,
As Grantor

By: 
Name: Regis J. Hebbeler
Title: Asst. Secretary

GOODY'S MS, L.P.,
As Grantor

By Trebor of TN, LLC, its General Partner

By: 
Name: Regis J. Hebbeler
Title: Vice President and Secretary

ACCEPTED and ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
As Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first above written.

GOODY'S FAMILY CLOTHING, INC.,
As Grantor

By: _____
Name:
Title:

SYDOOG LLC,
As Grantor

By: _____
Name:
Title:

GOODY'S MS, L.P.,
As Grantor

By Trebor of TN, LLC, its General Partner

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
As Collateral Agent

By: _____
Name:
Title:

Susanna Profis
Assistant Vice President

State of TENNESSEE)
) ss:
County of KNOX)

On this 22nd day of February, 2006, before me personally came Regis J. Hebbeler, to me known who, being by me duly sworn, did depose and say that he is the Sec. VP of GOODY'S FAMILY CLOTHING, INC., a Tennessee corporation, and which executed the foregoing instrument; that said instrument was signed and sealed on behalf of said corporation, and that they acknowledge said instrument to be the free act and deed of said corporation.

Deborah R. Roche
Notary Public



State of TENNESSEE)
) ss:
County of KNOX)

On this 22nd day of February, 2006, before me personally came Regis J. Hebbeler, to me known who, being by me duly sworn, did depose and say that he is the Asst. Secretary of SYDOOG LLC, a Delaware limited liability company, and which executed the foregoing instrument; that said instrument was signed and sealed on behalf of said limited liability company, and that they acknowledge said instrument to be the free act and deed of said limited liability company.

Deborah R. Roche
Notary Public



State of TENNESSEE)
) ss:
County of KNOX)

On this 22nd day of February, 2006, before me personally came Regis J. Hebbeler, to me known who, being by me duly sworn, did depose and say that he is the Vice President of Trebor of TN, LLC, the general partner of GOODY'S MS, L.P., a Tennessee limited partnership, and which executed the foregoing instrument; that said instrument was signed and sealed on behalf of said limited partnership, and that they acknowledge said instrument to be the free act and deed of said limited partnership.

Deborah R. Roche
Notary Public



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SCHEDULE I



PATENTS AND PATENT APPLICATIONS

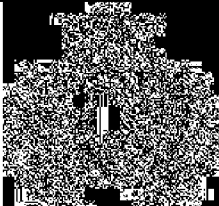
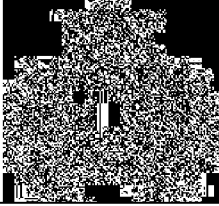
NONE

SCHEDULE II

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

US TRADEMARK APPLICATIONS







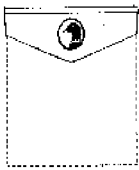


Trademark	Serial No.	Filing Date	Owner	Status
MONTANA BLUES	78/165,382	9/18/2002	Goody's MS, LP	Pending
GOODGIRLS	76/274,577	6/21/2001	Goody's MS, LP	Pending
GOODY'S ITS ALL ABOUT YOU	76/342,646	11/28/2001	Goody's MS, LP	Pending
RMG	78/316,422	10/21/2003	Goody's MS, LP	Pending
KIDCREW	78/792143	1/16/2005	Goody's MS, LP	Pending
WE KNOW DENIM	78/316,446	10/21/2003	Goody's MS, LP	Pending
DRESSING YOU FOR LIFE	78/417,474	5/12/2004	Goody's MS, LP	Pending
GOODSPORT	78/497,063	10/8/2004	Goody's MS, LP	Pending
GOOD SPORTS	78/497,068	10/8/2004	Goody's MS, LP	Pending
WWW.GOODYSONLINE.COM	78/546,412	1/12/2005	Goody's MS, LP	Pending
GOODY'S 4 SHOES	78/606,925	4/12/2005	Goody's MS, LP	Pending
DENIM PLANET	78/608,670	4/14/2005	Goody's MS, LP	Pending
	78/602,923	4/6/2005	Goody's MS, LP	Pending
	78/377,721	3/3/2004	Goody's MS, LP	Pending
DUCK TAIL	78/339,593	12/11/2003	Goody's MS, LP	Pending
DUCK TUCKS	78/307,427	9/30/2003	Goody's MS, LP	Pending
DUCKTEK	78/339,606	12/11/2003	Goody's MS, LP	Pending
DUCK HEAD	78/377,748	3/3/2004	Goody's MS, LP	Pending
DUCK HEAD JEANS CO.	78/404,943	4/20/2004	Goody's MS, LP	Pending
DH JEANS CO.	78/405,392	4/21/2004	Goody's MS, LP	Pending
DHJCO	78/405,408	4/21/2004	Goody's MS, LP	Pending
DUCK HEAD SPORT	78/418,651	5/14/2004	Goody's MS, LP	Pending
DHX DRY	78/447,559	7/8/2004	Goody's MS, LP	Pending

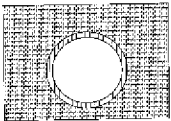
Trademark	Serial No.	Filing Date	Owner	Status
	78/526,692	12/3/2004	Goody's MS, LP	Pending
	78/526,698	12/3/2004	Goody's MS, LP	Pending
LITTLE DUCK HEAD	78/289,175	8/19/2004	Goody's MS, LP	Pending

US TRADEMARK REGISTRATIONS

Trademark	Reg. No (Serial No.)	Reg. Date (Filing Date)	Owner	Status
IVY CREW	2,657,455 (74/516,578)	12/10/2002 (4/21/1994)	Goody's MS, LP	Registered
GOODY'S FAMILY CLOTHING	1,606,015 (73/767,438)	7/10/1990 (12/5/1988)	Sydoog, LLC	Registered
MONTANA BLUES JEAN COMPANY & Design	2,704,878 (74/721,899)	4/8/2003 (8/28/1995)	Goody's MS, LP	Registered
GOODY'S FAMILY CLOTHING & Design	1,949,198 (74/647,079)	1/16/1996 (3/15/1995)	Sydoog, LLC	Registered
FEELS LIKE YOU	1,949,260 (74/653,590)	1/16/1996 (3/30/1995)	Goody's MS, LP	Registered
OLD COLLEGE INN	2,164,591 (75/158051)	6/9/1998 (8/29/1996)	Goody's MS, LP	Registered
GOODY'S LOW PRICE!! DEPARTMENT STORE STYLES DEPARTMENT STORE BRANDS & Design	2,230,045 (75/303,413)	3/9/1999 (6/4/1997)	Sydoog LLC	Registered
G & Arch Design	2,230,456 (75/405,647)	3/9/1999 (12/15/1997)	Goody's MS, LP	Registered
INTIMATE CLASSICS	2,304,724 (75/415,159)	12/28/1999 (1/8/1998)	Goody's MS, LP	Registered
OCI (stylized)	2,356,901 (75/590,650)	6/13/2000 (11/17/1998)	Goody's MS, LP	Registered
INTERNATIONAL TRADING COMPANY &	2,550,376 (75/583,202)	3/19/2002 (11/5/1998)	Goody's MS, LP	Registered

Trademark	Reg. No (Serial No.)	Reg. Date (Filing Date)	Owner	Status
Design				
LOW PRICES NEVER LOOKED SO GOOD	2,414,646 (75/656,431)	12/19/2000 (3/9/1999)	Goody's MS, LP	Registered
BOBBY G BY IVY CREW	2,377,170 (75/692,198)	8/15/2000 (4/27/1999)	Goody's MS, LP	Registered
MBJC	2,417,094 (75/739,459)	1/2/2001 (6/29/1999)	Goody's MS, LP	Registered
MOUNTAIN LAKE JEAN COMPANY	2,542,128 (75/731,813)	2/26/2002 (6/18/1999)	Goody's MS, LP	Registered
GOODY'S (store services)	2,529,306 (76/050,225)	1/15/2002 (5/17/2000)	Sydoog, LLC	Registered
MOUNTAIN LAKE	2,561,162 (76/033,731)	4/16/2002 (4/18/2000)	Goody's MS, LP	Registered
YOUR EVERYDAY SAVINGS/Y.E.S.	1,662,862 (74/103,557)	10/29/1991 (10/5/1990)	Goody's MS, LP	Registered
OCI (shoes)	2,466,590 (75/822,605)	7/3/2001 (10/14/1999)	Goody's MS, LP	Registered
GOODY'S (credit card services)	2,433,048 (75/774,422)	3/6/2001 (8/12/1999)	Sydoog, LLC	Registered
OLD COLLEGE INN SPORT	2,464,437 (75/731,875)	6/26/2001 (6/18/1999)	Goody's MS, LP	Registered
OLD COLLEGE INN LOUNGEWEAR	2,466,437 (75/731,812)	7/3/2001 (6/18/1999)	Goody's MS, LP	Registered
OLD COLLEGE INN JEAN COMPANY	2,466,431 (75/729,223)	7/3/2001 (6/19/1999)	Goody's MS, LP	Registered
RGM	2,644,246 (76/253,769)	10/29/2002 (5/8/2001)	Goody's MS, LP	Registered
ACCESSORY CROSSING	2,678,764 (76/143,527)	1/21/2003 (10/10/2000)	Goody's MS, LP	Registered
ACCESSORY CROSSING	2,697,501 (76/372,081)	3/18/2003 (2/19/2002)	Goody's MS, LP	Registered
MOUNTAIN LAKE CASUALS	2,561,161 (76/033,730)	4/16/2002 (4/18/2000)	Goody's MS, LP	Registered
Y.E.S. YOUR EVERYDAY SAVINGS	2,515,145 (76/217,340)	12/4/2001 (2/27/2001)	Goody's MS, LP	Registered
GOODCLOTHES & Design	2,678,909 (76/275,671)	1/21/2003 (6/22/2001)	Goody's MS, LP	Registered
STERLING REFLECTIONS	2,783,189 (78/111,941)	11/11/2003 (3/1/2002)	Goody's MS, LP	Registered
GOOD KIDZ	2,778,010 (78/188,448)	10/28/2003 (11/25/2002)	Goody's MS, LP	Registered
THE BEST TOWEL ON THE BEACH	2,974,969 (78/474,967)	7/19/2005 (8/27/2004)	Goody's MS, LP	Registered
NOW THAT LOOKS	3,046,121	7/19/2005	Goody's MS, LP	Registered

Trademark	Reg. No (Serial No.)	Reg. Date (Filing Date)	Owner	Status
GREAT ON YOU	(78/529,991)	(8/27/2004)		
	1,998,536 (74/446,718)	9/3/1996 (10/13/1993)	Goody's MS, LP	Registered
	1,941,462 (74/407,787)	12/12/1995 (6/30/1993)	Goody's MS, LP	Registered
	1,926,401 (74/407,438)	10/10/1995 (6/30/1993)	Goody's MS, LP	Registered
	0053,255 (71/001,007)	5/29/1906 (4/10/1905)	Goody's MS, LP	Registered
	1,468,430 (73/657,870)	12/8/1987 (4/28/1987)	Goody's MS, LP	Registered
	2,018,003 (75/072,703)	11/19/1996 (3/14/1996)	Goody's MS, LP	Registered
	3,051,629 (78/362,303)	1/24/06 (2/4/2004)	Goody's MS, LP	Registered
BABY DUCK HEAD	2,369,088 (75/378,384)	7/18/2000 (10/23/1997)	Goody's MS, LP	Registered
DHX	2,675,429 (76/046,859)	1/14/2003 (5/12/2000)	Goody's MS, LP	Registered
DHX SPORT	2,675,428 (76/046,858)	1/14/2003 (5/12/2000)	Goody's MS, LP	Registered
DUCK HEAD	0817,443 (72/235,327)	10/25/1966 (12/27/1965)	Goody's MS, LP	Registered
DUCK HEAD	1,651,551 (74/081,288)	7/23/1991 (7/23/1990)	Goody's MS, LP	Registered
	1,468,429 (73/657,869)	12/8/1987 (4/28/1987)	Goody's MS, LP	Registered
	1,832,781 (74/080,591)	4/26/1994 (7/23/1990)	Goody's MS, LP	Registered

Trademark	Reg. No (Serial No.)	Reg. Date (Filing Date)	Owner	Status
<i>Duck Head</i> EXPEDITION *1865*	1,949,457 (74/457,158)	1/16/1996 (11/12/1993)	Goody's MS, LP	Registered
DUCK HEAD TAILORED CLASSICS	2,285,936 (75/232,242)	10/12/1999 (1/28/1997)	Goody's MS, LP	Registered
DUCK HEAD TOUR	2,427,268 (75/475,353)	2/6/2001 (4/23/1998)	Goody's MS, LP	Registered
EXPEDITION 1865	1,951,765 (74/457,159)	1/23/1996 (11/12/1993)	Goody's MS, LP	Registered
	1,860,982 (74/301,136)	11/1/1994 (8/4/1992)	Goody's MS, LP	Registered
DHJC	3,022,038 (78/405,399)	11/29/2005 (4/21/2004)	Goody's MS, LP	Registered
DUCK HEAD BABY	2,974,640 (78/419,112)	7/19/2005 (5/14/2004)	Goody's MS, LP	Registered

FOREIGN DUCK HEAD TRADEMARK APPLICATIONS (Pending)

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
Antigua	Duck Head	(1,804)		Goody's Family Clothing, Inc.	Pending
Antigua	Duck Head (Design)	(67-96)		Goody's Family Clothing, Inc.	Pending
Aruba	Duck Head	REG# 18129		Goody's Family Clothing, Inc.	Pending
Aruba	Duck Head (Design)	REG# 18130		Goody's Family Clothing, Inc.	Pending
Barbados	Duck Head	(81/10991)		Goody's Family Clothing, Inc.	Pending
Barbados	Duck Head (Design)	(81/10992)		Goody's Family Clothing, Inc.	Pending
Colombia	Duck Head and Design	(92-365865)		Duck Head Apparel Company, Inc.	Pending
Colombia	Duck Head and Design	(92-365864)		Duck Head Apparel Company, Inc.	Pending
Ecuador	Duck Head	(2729-93)		Goody's Family Clothing, Inc.	Pending
Ecuador	Duck Head (Design)	(2822-93)		Goody's Family Clothing, Inc.	Pending
Guyana	Duck Head	(14,113A)		Goody's Family Clothing, Inc.	Pending
Guyana	Duck Head (Design)	(14,114A)		Goody's Family Clothing, Inc.	Pending

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
India	Duck Head	(704970)		Goody's Family Clothing, Inc.	Pending
India	Duck Head (Design)	(704975)		Goody's Family Clothing, Inc.	Pending
Jamaica	Duck Head			Goody's Family Clothing, Inc.	Pending
Malaysia	Duck Head	(96/04495)		Goody's Family Clothing, Inc.	Pending
Malaysia	Duck Head (Design)	(96/04496)		Goody's Family Clothing, Inc.	Pending
Sri Lanka	Duck Head	(78,474)		Goody's Family Clothing, Inc.	Pending
Sri Lanka	Duck Head (Design)	(78,472)		Goody's Family Clothing, Inc.	Pending
St Vincent/ Grenadines	Duck Head	(54 / 1996)		Goody's Family Clothing, Inc.	Pending
St Vincent/ Grenadines	Duck Head (Design)	(53 / 1996)		Goody's Family Clothing, Inc.	Pending
Suriname	Duck Head and Design	(19166)		Goody's Family Clothing, Inc.	Pending
Trinidad	Duck Head	(25,409)		Goody's Family Clothing, Inc.	Pending
Turks-Caicos	Duck Head	(13559)		Goody's Family Clothing, Inc.	Pending
Turks-Caicos	Duck Head (Design)	(13558)		Goody's Family Clothing, Inc.	Pending

FOREIGN TRADEMARK REGISTRATIONS

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
Australia	Duck Head	705991	(4/10/1996)	Goody's Family Clothing, Inc.	Registered
Australia	Duck Head (Design)	705,990	(4/10/1996)	Goody's Family Clothing, Inc.	Registered
Belize	Duck Head	2407.04		Goody's Family Clothing, Inc.	Registered
Belize	Duck Head (Design)	2408.04		Goody's Family Clothing, Inc.	Registered
Benelux	Duck Head	476,771	(2/1/1990)	Goody's Family Clothing, Inc.	Registered
Benelux	Duck Head (Design)	470,118	((2/1/1990)	Goody's Family Clothing, Inc.	Registered
British Virgin Islands [Tortola/VI]	Duck Head (Design)	2,205		Goody's Family Clothing, Inc.	Registered
British Virgin Islands[Tortola /VI]	Duck Head	2,206		Goody's Family Clothing, Inc.	Registered
Canada	Duck Head	383536 (639943)	4/26/1991	Goody's Family Clothing, Inc.	Registered
Canada	Duck Head	401,986	8/28/1992	Goody's Family Clothing, Inc.	Registered

Canada	Duck Head (Design)	388583 (639945)	9/6/1991	Goody's Family Clothing, Inc.	Registered
Canada	Duck Head and Design	404527 (673662)	11/6/1992	Goody's Family Clothing, Inc.	Registered
Cayman Island	Duck Head	1,397,329		Goody's Family Clothing, Inc.	Registered
Cayman Island	Duck Head (Design)	1,397,334		Goody's Family Clothing, Inc.	Registered
Chile	Baby Duck Head	701111 (renewal Reg. No.) 425.386 (182.270)	4/19/1994	Goody's Family Clothing, Inc.	Registered
Chile	Duck Head	554.119 (401.781)	11/25/1999	Goody's Family Clothing, Inc.	Registered
Chile	Duck Head (Design)	546.455 (391.891)	8/19/1999	Goody's Family Clothing, Inc.	Registered
China	Duck Head	674867		Goody's Family Clothing, Inc.	Registered
El Salvador	Duck Head	20040052017		Goody's Family Clothing, Inc.	Registered
European Community	Duck Head	3810413	8/17/2005	Goody's Family Clothing, Inc.	Registered (disclosed as pending)
European Community	Duck Head (Design)	3810595]	8/26/2005	Goody's Family Clothing, Inc.	Registered (disclosed as pending)
France	Duck Head	1,554,022	(10/5/1989)	Goody's Family Clothing, Inc.	Registered
France	Duck Head (Design)	1,554,014	(10/5/1989)	Goody's Family Clothing, Inc.	Registered
Germany	Duck Head	1177457	6/7/1991	Goody's Family Clothing, Inc.	Registered
Germany	Duck Head (Design)	1166060	10/19/1990	Goody's Family Clothing, Inc.	Registered
Hong Kong	Duck Head	11303/96		Goody's Family Clothing, Inc.	Registered
Hong Kong	Duck Head (Design)	01971/95		Goody's Family Clothing, Inc.	Registered
Italy	Duck Head	915109 (Renewal Reg. No.) (MI-2000-C-007020) 585089 (Prev. Reg. No.)	10/28/2003	Goody's Family Clothing, Inc.	Registered
Italy	Duck Head (Design)	915110 (Renewal Reg. No.) (MI-2000-C-007021) 585090 (Previous Reg. No.)	10/28/2003	Goody's Family Clothing, Inc.	Registered
Jamaica	Duck Head (Design)	45,304		Goody's Family Clothing, Inc.	Registered
Japan	Baby Duck Head	4,270,077 (H09-153689)	5/7/1999	Goodies Family Clothing, Inc.	Registered
Japan	Duck Head	4,828,347	12/24/2004	Goodies Family Clothing, Inc.	Registered

Japan	Duck Head (Design)	4,828,348	12/24/2004	Goodies Family Clothing, Inc.	Registered
Japan	Duck Head Expedition 1865	4,629,954 (2002-15587)	12/13/2002	Goodies Family Clothing, Inc.	Registered
Mexico	Duck Head	398582	3/30/1990	Goody's Family Clothing, Inc.	Registered
Mexico	Duck Head and Design	419022	3/30/1990	Goody's Family Clothing, Inc.	Registered
Netherlands Antilles	Duck Head	01770		Goody's Family Clothing, Inc.	Registered
Netherlands Antilles	Duck Head and Design	01769		Goody's Family Clothing, Inc.	Registered
Nicaragua	Duck Head	31,959 C.C.		Goody's Family Clothing, Inc.	Registered
Nicaragua	Duck Head (Design)	27.669 C.C.		Goody's Family Clothing, Inc.	Registered
Pakistan	Duck Head	135,352		Goody's Family Clothing, Inc.	Registered
Pakistan	Duck Head (Design)	135,351		Goody's Family Clothing, Inc.	Registered
Russian Federation	Duck Head	287454		Goody's Family Clothing, Inc.	Registered
Singapore	Duck Head (Design)	T96/04354	5/2/1996	Goody's Family Clothing, Inc.	Registered
South Africa	Duck Head	918,604		Goody's Family Clothing, Inc.	Registered
South Africa	Duck Head (Design)	918,605		Goody's Family Clothing, Inc.	Registered
South Africa	Duck Head (Design)	918,606		Goody's Family Clothing, Inc.	Registered
Sweden	Baby Duck Head	237472	7/3/1992	Goody's Family Clothing, Inc.	Registered
Sweden	Baby Duck Head (Design)	237473	7/3/1992	Goody's Family Clothing, Inc.	Registered
Sweden	Duck Head	237474	7/3/1992	Goody's Family Clothing, Inc.	Registered
Sweden	Duck Head (Design)	237475	7/3/1992	Goody's Family Clothing, Inc.	Registered
Taiwan	Duck Head	791188		Goody's Family Clothing, Inc.	Registered
Trinidad	Duck Head (Design)	25,408		Goody's Family Clothing, Inc.	Registered
United Kingdom	Duck Head	1397329	8/20/1992	Goody's Family Clothing, Inc.	Registered
United Kingdom	Duck Head (Design)	1397334	6/14/1991	Goody's Family Clothing, Inc.	Registered

SCHEDULE III

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

NONE