TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goody's Family Clothing, Inc.		01/16/2008	CORPORATION: TENNESSEE
Sydoog LLC		01/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
Goody's MS, L.P.		01/16/2008	LIMITED PARTNERSHIP: TENNESSEE

RECEIVING PARTY DATA

Name:	PGDYS Lending LLC, as collateral agent
Street Address:	623 Fifth Avenue
Internal Address:	32nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Serial Number:	78165382	MONTANA BLUES
Serial Number:	78833517	PULSE KEEP THE BEAT ON STYLE
Serial Number:	78792143	KID CREW
Serial Number:	77011489	
Serial Number:	78497063	GOODSPORT
Serial Number:	78497068	GOOD SPORTS
Serial Number:	78606925	GOODY'S 4 SHOES
Serial Number:	77057810	OH GOODY
Serial Number:	77079622	OH GOODYS
Registration Number:	2657455	IVY CREW

CH $1490.00 78165382

Registration Number:	1606015	GOODY'S FAMILY CLOTHING
Registration Number:	2704878	MONTANA BLUES JEAN COMPANY
Registration Number:	1949198	GOODYS FAMILY CLOTHING
Registration Number:	3243210	GOODY'S IT'S ALL ABOUT YOU
Registration Number:	2164591	OLD COLLEGE INN
Registration Number:	2230045	GOODY'S LOW PRICE!! DEPARTMENT STORE STYLES DEPARTMENT STORE BRANDS
Registration Number:	2230456	G
Registration Number:	2304724	INTIMATE CLASSICS
Registration Number:	2550376	"INTERNATIONAL" TRADING COMPANY
Registration Number:	2414646	LOW PRICES NEVER LOOKED SO GOOD
Registration Number:	2417094	MBJC
Registration Number:	2542128	MOUNTAIN LAKE JEAN COMPANY
Registration Number:	2529306	GOODY'S
Registration Number:	2561162	MOUNTAIN LAKE
Registration Number:	1662862	YOUR EVERYDAY Y.E.S. SAVINGS BRANDS VALUE QUALITY
Registration Number:	2466590	OCI
Registration Number:	3340736	GOODY'S
Registration Number:	2433048	GOODY'S
Registration Number:	3127899	TAKE A GOOD LOOK
Registration Number:	3149522	DUCK HEAD JEANS CO.
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:	3252368	DENIM PLANET
Registration Number:	2974969	THE BEST TOWEL ON THE BEACH
Registration Number:	3046121	NOW THAT LOOKS GREAT ON YOU
Registration Number:	1941462	
Registration Number:	3079354	

Registration Number:	1468430	
Registration Number:	3051629	
Registration Number:	2675429	DHX
Registration Number:	2675428	DHX SPORT
Registration Number:	0817443	DUCK HEAD
Registration Number:	1651551	DUCK HEAD
Registration Number:	3088621	DHX DRY
Registration Number:	3071997	DUCK HEAD SPORT
Registration Number:	1468429	DUCK HEAD
Registration Number:	1832781	DUCK HEAD
Registration Number:	1949457	DUCK HEAD EXPEDITION 1865
Registration Number:	1951765	EXPEDITION 1865
Registration Number:	1860982	
Registration Number:	3022038	DHJC
Registration Number:	2974640	DUCK HEAD BABY
Registration Number:	3221325	WWW.GOODYSONLINE.COM

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-756-2494

Email: watt.wanapha@srz.com

Correspondent Name: Watt Wanapha, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	089253.0011
NAME OF SUBMITTER:	Watt Wanapha, Esq. (089253.0011)
Signature:	/kc for ww/
Date:	01/17/2008

Total Attachments: 18

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The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "Intercreditor Agreement") dated as of January 16, 2008 among PGDYS Lending LLC (the "Prentice Collateral Agent"), Goody's Family Clothing, Inc. (the "Lead Borrower"), those other borrowers signatory thereto (collectively, with the Lead Borrower, the "Companies"), and the CIT Group/Business Credit, Inc., as "Collateral Agent" and "Collateral Agent" for all of the Priority Lien Lenders under the Revolving Credit Agreement and other Priority Lien Documents hereinafter described) to the liens and security interests securing indebtedness (including, without limitation, interest, fees, expenses, and premiums) owed by the Companies pursuant to that certain Loan and Security Agreement dated as of March 8, 2006 (the "Revolving Credit Agreement") among the Companies, Collateral Agent, Administrative Agent and the lenders from time to time party thereto, as such Revolving Credit Agreement may be amended, restated, supplemented or otherwise modified from time to time as permitted under the Intercreditor Agreement and to the liens and security interests securing indebtedness refinancing the indebtedness under such agreements as permitted by the Intercreditor Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 16, 2008 (as the same may be amended, modified or supplemented from time to time, this "Intellectual Property Security Agreement"), 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 PGDYS LENDING LLC, a Delaware limited liability company located at 623 Fifth Avenue, 32nd Floor, New York, New York 10022, as Collateral Agent for the Secured Parties (the "Collateral Agent").

WITNESSETH:

WHEREAS, in connection with that certain Term Loan and Security Agreement, dated as of the date hereof, by and among the Grantors, certain affiliates of the Grantors signatory thereto as borrowers (together with the Grantors, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), the Collateral Agent and PGDYS, as Administrative Agent for the Lenders (as the same may be amended, restated, renewed, refunded, replaced, refinanced, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Grantors and the other Borrowers granted to Collateral Agent a security interest in the Collateral (as defined in the Loan Agreement); and

WHEREAS, Lenders are willing to make the Loan as provided for in the Loan Agreement, but only upon the condition, among others, that the 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, (subject to the terms of the Senior Loan Intercreditor Agreement), a 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 to on 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 or dilution of any trademark or trademark licensed under any trademark license, (ii) injury to the goodwill associated with any trademark, and (iii) 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

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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, copyright application or copyright 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 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 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 and the Senior Loan Intercreditor 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

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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.

7. 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 Collateral Agent with respect to the Intellectual Property Collateral.

[Signatures Appear Next Page]

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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: David G. Peek
Title: CFO

SYDOOG LLC,
As Grantor

By:_____
Name: Regis J. Hebbeler
Title: Assistant Secretary

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

By: Trebor of TN, LLC, its General Partner

By:_____
Name: Regis J. Hebbeler
Title: Vice President/Secretary

ACCEPTED and ACKNOWLEDGED BY:

PGDYS LENDING LLC,
As Collateral Agent

By: Prentice Capital Management, LP, its manager

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: David G. Peek
Title: CFO

SYDOOG LLC,
As Grantor

By:_____
Name: Regis J. Hebbeler
Title: Assistant Secretary

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

By: Trebor of TN, LLC, its General Partner

By:_____
Name: Regis J. Hebbeler
Title: Vice President/Secretary

ACCEPTED and ACKNOWLEDGED BY:

PGDYS LENDING LLC,
As Collateral Agent

By: Prentice Capital Management, LP, its manager

By: Matthew Hoffman
Name: Matthew Hoffman
Title: General Counsel

Signature Page to Intellectual Property Security Agreement

SCHECULE I
PATENTS

None.

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SCHEDULE II
US TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date	Owner	Status
MONTANA BLUES	78/165,382	9/18/2002	Goody's MS, LP	Pending
PULSE KEEP THE BEAT IN STYLE	78/833,517		Goody's MS, LP	Pending
KIDCREW	78/792143	1/16/2005	Goody's MS, LP	Pending
DUCK HEAD (design)	77/011,489	10/02/2006	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
GOODY'S 4 SHOES	78/606,925	4/12/2005	SYDOOG, LLC	Pending
OH GOODY	77/057,810	12/6/2006	Goody's MS, LP	Pending
OH GOODY'S	77/079,622	12/6/2006	Goody's MS, LP	Pending

US TRADEMARK REGISTRATIONS

Trademark	Reg. No (Serial No.)	Reg./Renewal 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)	7/10/2000 (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)	1/16/2006 (3/15/1995)	Sydoog, LLC	Registered
GOODY'S ITS ALL ABOUT YOU	3,243,210 (76/342,646)	5/22/2007 (11/28/2001)	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
INTERNATIONAL TRADING COMPANY & Design	2,550,376 (75/583,202)	3/19/2002 (11/5/1998)	Goody's MS, LP	Registered*

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Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
LOW PRICES NEVER LOOKED SO GOOD	2,414,646 (75/656,431)	12/19/2000 (3/9/1999)	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)	1/15/2012 (5/17/2000)	Sydoog, LLC	Registered
MOUNTAIN LAKE	2,561,162 (76/033,731)	4/16/2012 (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	3,340,736 (77/067,343)	11/20/2007 (12/19/2006)	Sydoog, LLC	Registered
GOODY'S (credit card services)	2,433,048 (75/774,422)	3/6/2001 (8/12/1999)	Sydoog, LLC	Registered
TAKE A GOOD LOOK	3,127,899 (78/493,799)	08/26/2006 (04/10/2004)	Goody's MS, LP	Registered
DUCK HEAD JEANS CO.	3,149,522 (78/404,943)	09/26/2006 (04/20/2004)	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
DENIM PLANET	3,252,368 (78/608,670)	6/12/2007 (4/14/2005)	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 GREAT ON YOU	3,046,121 (78/529,991)	7/19/2005 (8/27/2004)	Goody's MS, LP	Registered

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Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
	1,941,462 (74/407,787)	12/12/2005 (6/30/1993)	Goody's MS, LP	Registered
	3,079,354 (78/602,923)	4/11/2006 (4/6/2005)	Goody's MS, LP	Registered
	1,468,430 (73/657,870)	12/8/1997 (4/28/1987)	Goody's MS, LP	Registered
	3,051,629 78/362,303	1/24/06 (2/4/2004)	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
DHX DRY	3,088,621 (78/447,559)	5/2/2006 (7/8/2004)	Goody's MS, LP	Registered
DUCK HEAD SPORT	3,071,997 (78,418,651)	3/21/2006 (5/14/2004	Goody's MS, LP	Registered
	1,468,429 (73/657,869)	12/8/2017 (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[*]
Duck Head EXPEDITION *1865*	1,949,457 (74/457,158)	1/16/2016	Goody's MS, LP	Registered
EXPEDITION 1865	1,951,765 (74/457,159)	1/23/2016 (11/12/1993)	Goody's MS, LP	Registered

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Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
	1,860,982 (74/301,136)	11/1/2004 (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
WWW.GOODYSONLINE.COM	3,221,325 (78/546,412)	3/27/2007 (1/12/2005)	SYDOOG, LLC	Registered

***Not in use; no intention of using in future.**

FOREIGN DUCK HEAD TRADEMARK APPLICATIONS (Pending)

Country	Trademark	Reg. No. (App. No.)	Reg. /Renewal Date (App. Date)	Record Owner	Status
India	Duck Head	(704970)		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
Pakistan	Duck Head	135,352	11/14/2003	Goody's Family Clothing, Inc.	Pending
Pakistan	Duck Head (Design)	135,351	11/14/2003	Goody's Family Clothing, Inc.	Pending

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FOREIGN TRADEMARK REGISTRATIONS

Country	Trademark	Reg. No. (App. No.)	Reg./Renewal Date	Record Owner	Registered, Renewed, Pending
Antigua	Duck Head	2,428	9/27/2016	Goody's Family Clothing, Inc.	Registered
Antigua	Duck Head (Design)	(67-96)	9/7/2016	Goody's Family Clothing, Inc.	Registered
Aruba	Duck Head	REG# 25102	6/06/2014	Goody's Family Clothing, Inc.	Registered
Aruba	Duck Head (Design)	REG#	6/06/2014	Goody's Family Clothing, Inc.	Registered
Australia	Duck Head	705991	4/10/2016	Goody's Family Clothing, Inc.	Registered
Australia	Duck Head (Design)	705,990	4/10/2006	Goody's Family Clothing, Inc.	Registered
Barbados	Duck Head	(81/10991)	2/2/2010	Goody's Family Clothing, Inc.	Registered
Barbados	Duck Head (Design)	(81/10992)	2/2/2010	Goody's Family Clothing, Inc.	Registered
Belize	Duck Head	2407.04	6/03/2014	Goody's Family Clothing, Inc.	Registered
Belize	Duck Head (Design)	2408.04	6/03/2014	Goody's Family Clothing, Inc.	Registered
Benelux	Duck Head	476,771	(2/1/2010)	Goody's Family Clothing, Inc.	Registered
Benelux	Duck Head (Design)	470,118	(2/1/2000)	Goody's Family Clothing, Inc.	Registered
British Virgin Islands [Tortola/VI]	Duck Head (Design)	2,205	9/07/2016	Goody's Family Clothing, Inc.	Registered

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Country	Trademark	Reg. No. (App. No.)	Reg./Renewal Date	Record Owner	Registered, Renewed, Pending
British Virgin Islands[Tortola/VI]	Duck Head	2,206	9/07/2016	Goody's Family Clothing, Inc.	Registered
Canada	Duck Head	383536 (639943)	4/26/2021	Goody's Family Clothing, Inc.	Registered
Canada	Duck Head (Design)	388583 (639945)	9/6/2021	Goody's Family Clothing, Inc.	Registered
Cayman Island	Duck Head	1,397,329	9/07/2016	Goody's Family Clothing, Inc.	Registered
Cayman Island	Duck Head (Design)	1,397,334	9/07/2016	Goody's Family Clothing, Inc.	Registered
Chile	Baby Duck Head	701111 (renewal Reg. No.) 425.386 (182.270)	4/19/2014	Goody's Family Clothing, Inc.	Registered
Chile	Duck Head	554.119 (401.781)	11/25/2009	Goody's Family Clothing, Inc.	Registered
Chile	Duck Head (Design)	546.455 (391.891)	8/19/2009	Goody's Family Clothing, Inc.	Registered
China	Duck Head	674867	1/26/2014	Goody's Family Clothing, Inc.	Registered
Colombia	Duck Head	318,901	12/9/2015	Goody's Family Clothing, Inc.	Registered
Colombia	Duck Head and Design	318,900	12/9/2005	Goody's Family Clothing, Inc.	Registered
European Community	Duck Head	3810413	4/30/2014	Goody's Family Clothing, Inc.	Registered
European Community	Duck Head (Design)	3810595	4/30/2014	Goody's Family Clothing, Inc.	Registered
France	Duck Head	1,554,022	10/5/2009	Goody's Family Clothing, Inc.	Registered
France	Duck Head (Design)	1,554,014	10/5/2009	Goody's Family Clothing, Inc.	Registered

Country	Trademark	Reg. No. (App. No.)	Reg./Renewal Date	Record Owner	Registered, Renewed, Pending
Germany	Duck Head	1177457	8/03/2009	Goody's Family Clothing, Inc.	Registered
Germany	Duck Head (Design)	1166060	11/30/2009	Goody's Family Clothing, Inc.	Registered
Guyana	Duck Head	14,113A	5/28/2014	Goody's Family Clothing, Inc.	Registered
Guyana	Duck Head (Design)	14,114A	5/28/2014	Goody's Family Clothing, Inc.	Registered
Hong Kong	Duck Head	11303/96	2/08/2014	Goody's Family Clothing, Inc.	Registered
Hong Kong	Duck Head (Design)	01971/95	2/08/2014	Goody's Family Clothing, Inc.	Registered
Italy	Duck Head	915109 (Renewal Reg. No.) (MI-2000-C-007020) 585089 (Prev. Reg. No.)	10/28/2010	Goody's Family Clothing, Inc.	Registered
Italy	Duck Head (Design)	915110 (Renewal Reg. No.) (MI-2000-C-007021) 585090 (Previous Reg. No.)	10/28/2010	Goody's Family Clothing, Inc.	Registered
Jamaica	Duck Head (Design)	45,304	6/04/2014	Goody's Family Clothing, Inc.	Registered
Jamaica	Duck Head	45,305	5/14/2014	Goody's Family Clothing, Inc.	Registered
Japan	Baby Duck Head	4,270,077 (H09-153689)	5/7/2009	Goody's Family Clothing, Inc.	Registered
Japan	Duck Head	4,828,347	12/24/2014	Goody's Family Clothing, Inc.	Registered
Japan	Duck Head (Design)	4,828,348	12/24/2014	Goody's Family Clothing, Inc.	Registered

Country	Trademark	Reg. No. (App. No.)	Reg./Renewal Date	Record Owner	Registered, Renewed, Pending
Japan	Duck Head Expedition 1865	4,629,954 (2002-15587)	12/13/2012	Goody's Family Clothing, Inc.	Registered
Mexico	Duck Head	398582	3/30/2010	Goody's Family Clothing, Inc.	Registered
Mexico	Duck Head and Design	419022	3/30/2010	Goody's Family Clothing, Inc.	Registered
Netherlands Antilles	Duck Head	01770	1/02/2016	Goody's Family Clothing, Inc.	Registered
Netherlands Antilles	Duck Head and Design	01769	1/02/2016	Goody's Family Clothing, Inc.	Registered
Nicaragua	Duck Head	31,959 C.C.	6/23/2015	Goody's Family Clothing, Inc.	Registered
Nicaragua	Duck Head (Design)	27.669 C.C.	2/16/2015	Goody's Family Clothing, Inc.	Registered
Russian Federation	Duck Head	287454	4/21/2005	Goody's Family Clothing, Inc.	Registered
Russian Federation	Duck Head (Design)	298294	5/27/2014	Goody's Family Clothing, Inc.	Registered
Singapore	Duck Head (Design)	T96/04354	5/2/2016	Goody's Family Clothing, Inc.	Registered
South Africa	Duck Head	918,604	10/14/2016	Goody's Family Clothing, Inc.	Registered
South Africa	Duck Head (Design)	918,605	10/14/2011	Goody's Family Clothing, Inc.	Registered
South Africa	Duck Head (Design)	918,606	10/14/2016	Goody's Family Clothing, Inc.	Registered
Sri Lanka	Duck Head	78,474	4/30/2006	Goody's Family Clothing, Inc.	Registered
Sri Lanka	Duck Head (Design)	78,472	4/30/2016	Goody's Family Clothing, Inc.	Registered
St Vincent/ Grenadines	Duck Head	54 / 1996	2/24/2016	Goody's Family Clothing, Inc.	Registered

Country	Trademark	Reg. No. (App. No.)	Reg./Renewal Date	Record Owner	Registered, Renewed, Pending
St Vincent/ Grenadines	Duck Head (Design)	53 / 1996	2/24/2016	Goody's Family Clothing, Inc.	Registered
Suriname	Duck Head and Design	19166	6/14/2014	Goody's Family Clothing, Inc.	Registered
Sweden	Baby Duck Head	237472	7/3/2012	Goody's Family Clothing, Inc.	Registered
Sweden	Baby Duck Head (Design)	237473	7/3/2012	Goody's Family Clothing, Inc.	Registered
Sweden	Duck Head	237474	7/3/1992	Goody's Family Clothing, Inc.	Registered
Sweden	Duck Head (Design)	237475	12/3/2017	Goody's Family Clothing, Inc.	Registered
Taiwan	Duck Head	791188	12/31/2017	Goody's Family Clothing, Inc.	Registered
Trinidad	Duck Head (Design)	25,408	5/02/2016	Goody's Family Clothing, Inc.	Registered
Trinidad	Duck Head (Word)	25,409	6/2/2014	Goody's Family Clothing, Inc.	Registered
Turks-Caicos	Duck Head	13559	4/30/2010	Goody's Family Clothing, Inc.	Registered
Turks-Caicos	Duck Head (Design)	13558	4/30/2010	Goody's Family Clothing, Inc.	Registered
United Kingdom	Duck Head	1397329	9/6/2016	Goody's Family Clothing, Inc.	Registered
United Kingdom	Duck Head (Design)	1397334	9/7/2016	Goody's Family Clothing, Inc.	Registered

DOMAIN NAMES

Domain Name	Registration Date	Expiration Date	Record Owner	Status

Domain Name	Registration Date	Expiration Date	Record Owner	Status
Ivycrew.com	11/30/1998	11/30/2009	Goody's Family Clothing	Registered
Goodysonline.com	2/16/1999	2/16/2008	Goody's Family Clothing	Registered
Gdys.com	4/21/1997	4/22/2011	Goody's Family Clothing	Registered
Goodysfamilyclothing.com	5/7/1999	5/7/2011	Goody's Family Clothing	Registered
Duckhead.com	8/6/1996	8/5/2011	Goody's Family Clothing	Registered
Goodys.net	3/13/1998	3/12/2008	Goody's Family Clothing	Registered
Ivycrew.biz	10/5/2001	12/13/2009	Goody's Family Clothing	Registered
Goodysonline.biz	10/5/2001	12/13/2009	Goody's Family Clothing	Registered
Shopgoodys.com	1/17/2005	1/17/2008	Goodys' Family Clothing	Registered
Ohgoody.com	12/24/2006	6/05/2008	Goody's Family Clothing	Registered
Ohboyohgoody.com	1/31/2007	1/31/2009	Goody's Family Clothing	Registered
Ohgoodyohboy.com	1/31/2007	1/31/2009	Goody's Family Clothing	Registered
Ohgoodys.com	12/21/2006	12/21/2008	Goody's Family Clothing	Registered
Ohgoodys.net	12/21/06	12/21/2008	Goody's Family Clothing	Registered
Ohgoodys.org	12/21/06	12/21/2008	Goody's Family Clothing	Registered
Hotgoods.com	5/18/2005	5/18/2008	Goody's Family Clothing	Registered

SCHEDULE III
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The following is a list of computer software applications owned by Goody's Family Clothing, Inc.

SDG (Merchandise P.O. System)
SYMBOL (Custom Scanner)

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