TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goody's Family Clothing, Inc.		06/11/2008	CORPORATION: TENNESSEE
GFC Aircraft Holdings, Inc.		06/11/2008	CORPORATION: TENNESSEE
GFC Professional Services, LLC		06/11/2008	LIMITED LIABILITY COMPANY: TENNESSEE
SYDOOG LLC		06/11/2008	LIMITED LIABILITY COMPANY: DELAWARE
ISDE, Inc.		06/11/2008	CORPORATION: NEW YORK
Trebor of TN, LLC		06/11/2008	LIMITED LIABILITY COMPANY: TENNESSEE
GOFAMCLO LLC		06/11/2008	LIMITED LIABILITY COMPANY: DELAWARE
Goody's GIFTCO, LLC		06/11/2008	LIMITED LIABILITY COMPANY: VIRGINIA
GFC Aircraft Leasing, LLC		06/11/2008	LIMITED LIABILITY COMPANY: DELAWARE
GFC Aircraft Management, LLC		06/11/2008	LIMITED LIABILITY COMPANY: TENNESSEE
GFCFS, LLC		06/11/2008	LIMITED LIABILITY COMPANY: DELAWARE
Goody's M.S., L.P.		06/11/2008	LIMITED PARTNERSHIP: TENNESSEE
GFCTX, L.P.		06/11/2008	LIMITED PARTNERSHIP: TENNESSEE
Goody's IN, L.P.		06/11/2008	LIMITED PARTNERSHIP: TENNESSEE
GFCTN, L.P.		06/11/2008	LIMITED PARTNERSHIP: TENNESSEE
GFCGA, L.P.		06/11/2008	LIMITED PARTNERSHIP: TENNESSEE
Goody's Holding TN, LLC		06/11/2008	LIMITED LIABILITY COMPANY: TENNESSEE
Goody's TNDC, L.P.		06/11/2008	LIMITED PARTNERSHIP: TENNESSEE
			LIMITED

OP $1540.00 78165382

Goody's ARDC, L.P.		06/11/2008	PARTNERSHIP: TENNESSEE
Goody's Retail M.S., L.P.		06/11/2008	LIMITED PARTNERSHIP: TENNESSEE

RECEIVING PARTY DATA

Name:	GB Merchant Partners, LLC
Street Address:	111 Huntington Street, 10th Floor
Internal Address:	GB Merchant Partners, LLC, Attn: D. Michael Murray
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02119
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Serial Number:	78165382	MONTANA BLUES
Serial Number:	78833517	PULSE KEEP THE BEAT ON STYLE
Serial Number:	78497063	GOODSPORT
Serial Number:	78497068	GOOD SPORTS
Serial Number:	77057810	OH GOODY
Serial Number:	77079622	OH GOODYS
Registration Number:	2657455	IVY CREW
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:	3378285	GOODY'S 4 SHOES
Registration Number:	3406961	KID CREW
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:	3373512	
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
Registration Number:	1998536	
Registration Number:	0053255	

CORRESPONDENCE DATA

Fax Number: (617)951-8736

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

Phone: 617-951-8084

Email: ashley.scibelli@bingham.com

Correspondent Name: Ashley B. Scibelli

Address Line 1: One Federal Street

Address Line 2: Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Ashley B. Scibelli
Signature:	/Ashley B. Scibelli/
Date:	06/17/2008

Total Attachments: 20

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as June 11, 2008, by and among GOODY'S FAMILY CLOTHING, INC. ("Goody's"), a Tennessee corporation, GFC AIRCRAFT HOLDINGS, INC. ("GFC Aircraft Holdings"), a Tennessee corporation, GFC PROFESSIONAL SERVICES, LLC ("GFC Professional Services"), a Tennessee limited liability company, SYDOOG LLC ("SYDOOG"), a Delaware limited liability company, ISDE, INC. ("ISDE"), a New York corporation, TREBOR OF TN, LLC ("Trebor"), a Tennessee limited liability company, GOFAMCLO LLC ("GOFAMCLO"), a Delaware limited liability company, GOODY'S GIFTCO, LLC ("Goody's Giftco"), a Virginia limited liability company, GFC AIRCRAFT LEASING, LLC ("GFC Aircraft Leasing"), a Delaware limited liability company, GFC AIRCRAFT MANAGEMENT, LLC ("GFC Aircraft Management"), a Tennessee limited liability company, GFCFS, LLC ("GFCFS"), a Delaware limited liability company, GOODY'S MS, L.P. ("Goody's MS"), a Tennessee limited partnership, GFCTX, L.P. ("GFCTX"), a Tennessee limited partnership, GOODY'S IN, L.P. ("Goody's IN"), a Tennessee limited partnership, GFCTN, L.P. ("GFCTN"), a Tennessee limited partnership, GFCGA, L.P. ("GFCGA"), a Tennessee limited partnership, GOODY'S HOLDING TN, LLC ("Goody's Holding TN"), a Tennessee limited liability company, GOODY'S TNDC, L.P. ("Goody's TNDC"), a Tennessee limited partnership, GOODY'S ARDC, L.P. ("Goody's ARDC"), a Tennessee limited partnership, GOODY'S RETAIL MS, L.P., a Tennessee limited partnership ("Goody's Retail MS" and together with Goody's, GFC Aircraft Holdings, GFC Professional Services, SYDOOG, ISDE, Trebor, GOFAMCLO, Goody's Giftco, GFC Aircraft Leasing, GFC Aircraft Management, GFCFS, Goody's MS, GFCTX, Goody's IN, GFCTN, GFCGA, Goody's Holding TN, Goody's TNDC, and Goody's ARDC, each individually a "Borrower" and, collectively, the "Borrowers"), and each other party as shall from time to time become a party hereto (such other parties, together with the Borrowers, each individually, as a "Grantor" and, collectively, as the "Grantors"), and GB MERCHANT PARTNERS, LLC ("Agent"), individually and in its capacity as Agent for Lenders party to the Credit Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Secured, Super-Priority Debtor-in-Possession Term Loan Agreement dated as of the date hereof by and among Borrowers, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Term Loan to Borrowers;

WHEREAS, each Grantor is a debtor-in-possession in the Chapter 11 Cases and wishes to continue to operate its business and manage its property as debtor and debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, Agent and Lenders are willing to make the Term Loan pursuant to the terms and conditions of the Credit Agreement and the Interim Order (or Final Order when applicable), but only upon the condition, among others, that each Grantor shall have executed

and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, the Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby conveys and pledges to Agent, for itself and the benefit of Lenders, a security interest in and a Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including (to the extent covered in the defined term "Proceeds"), without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided that Trademark Collateral shall not include (i) avoidance actions under Sections 502(d), 544, 545, 547, 548, 551, 553(b), 732(2) or 742(2) of the Bankruptcy Code and the proceeds thereof and (ii) any directly held investment property or any general intangibles, now or hereafter held or owned by any Grantor, to the extent, in each case, that (a) a security interest may not be granted by such Grantor in such directly held investment property or general intangibles (including applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks) as a matter of law, or under the terms of the governing document applicable thereto, without the consent of one or more applicable parties thereto and (b) such consent has not been obtained; provided, however that Trademark Collateral shall include (x) any and all proceeds of such directly held investment property or general intangibles to the extent that the proceeds are not themselves directly held investment property or general intangibles subject to

the immediately preceding proviso in this Section 2 and (y) upon any such applicable party or parties' consent (and in the case of applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks, the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use") with respect to any otherwise excluded directly held investment property or general intangibles being obtained, thereafter such directly held investment property or general intangibles.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of irreconcilable differences between this Agreement and the Security Agreement, the terms of the Security Agreement shall control.

4. THE ORDER. The Security Interest provided for in this Agreement has also been granted pursuant to the Interim Order (or Final Order, when applicable). This Agreement supplements the Interim Order (or Final Order, when applicable) without in any way diminishing or limiting the effect of the Interim Order (or Final Order, when applicable) or any Lien or security interest granted thereunder.

5. ADDITIONAL GRANTORS. Other Persons may hereafter become parties to this Agreement (each an "Additional Grantor") by executing a supplement or counterpart hereof, in each case, in form and substance satisfactory to Agent, and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery by any Additional Grantor, such Additional Grantor shall be deemed to have made the representations and warranties set forth herein, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the Closing Date, and the Agent, for itself and the benefit of the Agent, shall be entitled to all of the benefits of such Additional Grantor's obligations hereunder.

6. TERMINATION OF THIS AGREEMENT. This Agreement shall terminate upon the Termination Date.

7. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA (INCLUDING THE BANKRUPTCY CODE).

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOODY'S FAMILY CLOTHING, INC.

By:_____
Name: David G. Peek
Title: Executive Vice President/CFO/Secretary

SYDOOG LLC

By:_____
Name: David G. Peek
Title: Assistant Secretary

TREBOR OF TN, LLC

By:_____
Name: David G. Peek
Title: Chief Manager/President

GOFAMCLO LLC

By:_____
Name: David G. Peek
Title: Assistant Secretary

GOODY'S MS, L.P.

By: Trebor of TN, LLC,
Its: General Partner

By:_____
Name: David G. Peek
Title: Chief Manager/President

GFCTX, L.P.

By: Trebor of TN, LLC,
Its: General Partner

By:_____
Name: David G. Peek
Title: Chief Manager/President

GOODY'S IN, L.P.

By: Trebor of TN, LLC,
Its: General Partner

By:_____
Name: David G. Peek
Title: Chief Manager/President

GFCTN, L.P.

By: Trebor of TN, LLC,
Its: General Partner

By:_____
Name: David G. Peek
Title: Chief Manager/President

GFCGA, L.P.

By: Trebor of TN, LLC,
Its: General Partner

By:_____
Name: David G. Peek
Title: Chief Manager/President

GOODY'S RETAIL MS, L.P.

By: Trebor of TN, LLC,
Its: General Partner

By:_____
Name: David G. Peek
Title: Chief Manager/President

GFC AIRCRAFT HOLDINGS, INC.

By:_____
Name: David G. Peek
Title: President

GFC PROFESSIONAL SERVICES, LLC

By:_____
Name: David G. Peek
Title: Manager

GFC AIRCRAFT LEASING, LLC

By:_____
Name: David G. Peek
Title: Manager

GFC AIRCRAFT MANAGEMENT, LLC

By:_____
Name: David G. Peek
Title: Manager

GOODY'S GIFTCO, LLC

By:_____
Name: David G. Peek
Title: Manager

GOODY'S TNDC, L.P.

By: Goody's Holding TN, LLC,
Its: General Partner

By:_____
Name: David G. Peek
Title: Manager

GOODY'S ARDC, L.P.

By: Trebor of TN, LLC,
Its: General Partner

By:_____
Name: David G. Peek
Title: Chief Manager/President

GFCFS, LLC

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

GOODY'S HOLDING TN, LLC

By:_____
Name: David G. Peek
Title: Governor

ISDE, INC

By:_____
Name: David G. Peek
Title: President

NOTARY PUBLIC CERTIFICATE

ACKNOWLEDGMENT OF GRANTORS

STATE or COMMONWEALTH OF Tennessee)
) ss.
COUNTY OF Knox)

On this _____ day of June, 2008 before me personally appeared David G. Peek, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Goody's Family Clothing, Inc., SYDOOG LLC, Trebor of TN, LLC, GOFAMCLO LLC, Goody's MS, L.P., GFCTX, L.P., Goody's IN, L.P., GFCTN, L.P., GFCGA, L.P., Goody's Retail MS, L.P., GFC Aircraft Holdings, Inc., GFC Professional Services, LLC., GFC Aircraft Leasing, LLC, GFC Aircraft Management, LLC., Goody's GIFTCO, LLC., Goody's TNDC, L.P., Goody's ARDC, L.P., Goody's Holding TN, LLC and ISDE, INC. who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public Deborah Roche'

{seal}

NOTARY PUBLIC CERTIFICATE

ACKNOWLEDGMENT OF GRANTORS

STATE or COMMONWEALTH OF Tennessee)
) ss.
COUNTY OF Knox)

On this _____ day of June, 2008 before me personally appeared Regis J. Hebbeler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GFCFS, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public Deborah R. Brochet

{seal}

ACCEPTED AND ACKNOWLEDGED BY:
GB MERCHANT PARTNERS, LLC,
as Agent

By: _____

Name: Wendy Landon
Its Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

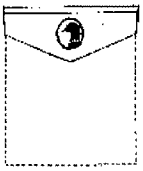
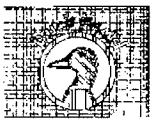
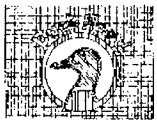
US TRADEMARK APPLICATIONS

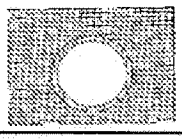
Trademark	Serial No.	Filing Date	Owner	Status
MONTANA BLUES	78/165,382	9/18/2002	Goody's MS, LP	Pending
PULSE KEEP THE BEAT IN STYLE	78/833,517	3/9/2006	Goody's MS, LP	Abandoned
GOODSPORT	78/497,063	10/8/2004	Goody's MS, LP	Pending
GOOD SPORTS	78/497,068	10/8/2004	Goody's MS, LP	Pending
OH GOODY	77/057,810	12/6/2006	Sydoog LLC	Pending
OH GOODY'S	77/079,622	1/10/2007	Sydoog LLC	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)	7/10/1990 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
GOODY'S 4 SHOES	3,378,285 (78/606,925)	2/5/2008 (4/12/2005)	SYDOOG, LLC	Abandoned
KID CREW	3,406,961 (78/792143)	4/1/08 (1/16/2006)	Goody's MS, LP	Registered
OLD COLLEGE INN	2,164,591 (75/158051)	6/9/1998 6/9/2008 (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	12/28/1999	Goody's MS, LP	Registered

Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
	(75/415,159)	(1/8/1998)		
"INTERNATIONAL" TRADING COMPANY & Design	2,550,376 (75/583,202)	3/19/2002 (11/5/1998)	Goody's MS, LP	Registered*
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	Cancelled
MOUNTAIN LAKE JEAN COMPANY	2,542,128 (75/731,813)	2/26/2002 (6/18/1999)	Goody's MS, LP	Registered
GOODY'S	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 Y.E.S. SAVINGS BRANDS VALUE QUALITY (and Design)	1,662,862 (74/103,557)	10/29/1991 10/29/2001 (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	Cancelled
GOODY'S and Design	3,340,736 (77/067,343)	11/20/2007 (12/19/2006)	Sydoog, LLC	Registered
GOODY'S	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)	8/8/2006 (10/04/2004)	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	6/12/2007	Goody's MS, LP	Registered

Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
	(78/608,670)	(4/14/2005)		
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)	1/17/2006 (12/9/2004)	Goody's MS, LP	Registered
	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 12/8/2007 (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 (design)	3,373,512 (77/011,489)	1/22/2008 (10/02/2006)	Goody's MS, LP	Registered
DUCK HEAD	0817,443 (72/235,327)	10/25/1966 10/25/2006 (12/27/1965)	Goody's MS, LP	Registered
DUCK HEAD	1,651,551 (74/081,288)	7/23/1991 7/23/2001 (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
 DUCK HEAD & Design	1,468,429 (73/657,869)	12/8/1997 12/8/2007 (4/28/1987)	Goody's MS, LP	Registered
 DUCK HEAD & Design	1,832,781 (74/080,591)	4/26/1994 4/26/2004 (7/23/1990)	Goody's MS, LP	Registered[*]

Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
Duck Head EXPEDITION 1865	1,949,457 (74/457,158)	1/16/1996 1/16/2006 (11/12/1993)	Goody's MS, LP	Registered
EXPEDITION 1865	1,951,765 (74/457,159)	1/23/1996 (11/12/1993)	Goody's MS, LP	Cancelled
	1,860,982 (74/301,136)	11/1/1994 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
(Design only)	1,998,536 (74/446,718)	9/3/1996 (10/13/1993)	Goody's MS, LP	Registered
(Design only)	53255 (71/001,007)	5/29/1906 5/29/2006 (4/10/1905)	Goody's MS, LP	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
Ecuador	Duck Head	(2729-93)		Goody's Family Clothing, Inc.	Abandoned
Ecuador	Duck Head (Design)	(2822-93)		Goody's Family Clothing, Inc.	Abandoned
India	Duck Head	(704970)	2/15/2006	Goody's Family Clothing, Inc.	Pending
Malaysia	Duck Head	(96/04495)	6/10/2004	Goody's Family Clothing, Inc.	Pending
Malaysia	Duck Head (Design)	(96/04496)	6/10/2004	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

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
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
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	401,986	8/28/1992	Goody's Family Clothing, Inc.	Abandoned (See 383536)
Canada	Duck Head (Design)	388583 (639945)	9/6/2021	Goody's Family Clothing, Inc.	Registered
Canada	Duck Head and Design	404527 (673662)	11/6/1992	Goody's Family Clothing, Inc.	Abandoned (See 388583)
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

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Country	Trademark	Reg. No. (App. No.)	Reg./ Renewal Date	Record Owner	Registered, Renewed, Pending
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	12/8/2015	Goody's Family Clothing, Inc.	Registered
Colombia	Duck Head and Design	318,900	12/8/2005	Goody's Family Clothing, Inc.	Registered
El Salvador	Duck Head	20040052017		Goody's Family Clothing, Inc.	Abandoned
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
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

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Country	Trademark	Reg. No. (App. No.)	Reg./ Renewal Date	Record Owner	Registered, Renewed, Pending
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
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

Country	Trademark	Reg. No. (App. No.)	Reg./ Renewal Date	Record Owner	Registered, Renewed, Pending
St Vincent/ Grenadines	Duck Head	54 / 1996	2/24/2016	Goody's Family Clothing, Inc.	Registered
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

LICENSES

Trademark License Agreement, dates as of January 11, 2007 among Hillbilly Films Inc. as Licensor and Goody's MS, L.P. as Licensee.

Trademark License Agreement, dates as of January 1, 2001, among Duck Head Apparel Company Inc. as Licensor and ITOCHU Corporation as Licensee.

Sub – License Agreement, dates as of May 29, 2003, between TSIL, Inc. as Licensor and Old Dominion Footwear Inc. as Licensee.

RECORDED: 06/17/2008

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