

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PGDYS Lending, LLC		10/20/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goody's Family Clothing, Inc.
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	CORPORATION: TENNESSEE

Name:	GFC Aircraft Holdings, Inc.
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	CORPORATION: TENNESSEE

Name:	GFC Professional Services, LLC
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

Name:	SYDOOG LLC
Street Address:	1007 Orange Street. Suite 1415
City:	Wilmington
State/Country:	DELAWARE

OP \$1515.00 78165382

Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	ISDE, Inc.
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	CORPORATION: NEW YORK

Name:	Trebor of TN, LLC
Street Address:	400 Hamilton Avenue
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

Name:	GOFAMCLO LLC
Street Address:	1007 Orange Street. Suite 1415
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Goody's GIFTCO, LLC
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

Name:	GFC Aircraft Leasing, LLC
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	GFC Aircraft Management, LLC
Street Address:	400 Goody's Lane

City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

Name:	GFCFS, LLC
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Goody's MS, L.P.
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED PARTNERSHIP: TENNESSEE

Name:	GFCTX, L.P.
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED PARTNERSHIP: TENNESSEE

Name:	Goody's IN, L.P.
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED PARTNERSHIP: TENNESSEE

Name:	GFCTN, L.P.
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED PARTNERSHIP: TENNESSEE

Name:	GFCGA, L.P.
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED PARTNERSHIP: TENNESSEE

Name:	Goody's Holding TN, LLC
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

Name:	Goody's TNDC, L.P.
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED PARTNERSHIP: TENNESSEE

Name:	Goody's ARDC, L.P.
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED PARTNERSHIP: TENNESSEE

Name:	Goody's Retail M.S., L.P.
Street Address:	400 Goody's Lane
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	LIMITED PARTNERSHIP: TENNESSEE

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Serial Number:	78165382	MONTANA BLUES
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 02129

NAME OF SUBMITTER: Ashley B. Scibelli

Signature:	/Ashley B. Scibelli/
Date:	10/20/2008
Total Attachments: 14 source=PGDYS Release of Security Interest (TM)#page1.tif source=PGDYS Release of Security Interest (TM)#page2.tif source=PGDYS Release of Security Interest (TM)#page3.tif source=PGDYS Release of Security Interest (TM)#page4.tif source=PGDYS Release of Security Interest (TM)#page5.tif source=PGDYS Release of Security Interest (TM)#page6.tif source=PGDYS Release of Security Interest (TM)#page7.tif source=PGDYS Release of Security Interest (TM)#page8.tif source=PGDYS Release of Security Interest (TM)#page9.tif source=PGDYS Release of Security Interest (TM)#page10.tif source=PGDYS Release of Security Interest (TM)#page11.tif source=PGDYS Release of Security Interest (TM)#page12.tif source=PGDYS Release of Security Interest (TM)#page13.tif source=PGDYS Release of Security Interest (TM)#page14.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 20th day of October, 2008, by PGDYS LENDING LLC, a Delaware limited liability corporation, located at 623 Fifth Avenue, 32nd Floor, New York, NY 10022, individually as a Lender and its capacity as Agent for Lenders ("Assignor"), in favor of GOODY'S FAMILY CLOTHING, INC., a Tennessee corporation, located at 400 Goody's Lane, Knoxville, TN 37922, GFC AIRCRAFT HOLDINGS, INC., a Tennessee corporation, located at 400 Goody's Lane, Knoxville, TN 37922, GFC PROFESSIONAL SERVICES, LLC, a Tennessee limited liability company, located at 400 Goody's Lane, Knoxville, TN 37922, SYDOOG LLC, a Delaware limited liability company, located at 1007 Orange St., Suite 1415, Wilmington, DE 19801, ISDE, INC., a New York corporation, located at 400 Goody's Lane, Knoxville, TN 37922, TREBOR OF TN, LLC, a Tennessee limited liability company, located at 400 Goody's Lane, Knoxville, TN 37922, GOFAMCLO LLC, a Delaware limited liability company, located at 1007 Orange St., Suite 1415, Wilmington, DE 19801, GOODY'S GIFTCO, LLC, a Virginia limited liability company, located at 400 Goody's Lane, Knoxville, TN 37922, GFC AIRCRAFT LEASING, LLC, a Delaware limited liability company, located at 400 Goody's Lane, Knoxville, TN 37922, GFC AIRCRAFT MANAGEMENT, LLC, a Tennessee limited liability company, located at 400 Goody's Lane, Knoxville, TN 37922, GFCFS, LLC, a Delaware limited liability company, located at 400 Goody's Lane, Knoxville, TN 37922, GOODY'S MS, L.P., a Tennessee limited partnership, located at 400 Goody's Lane, Knoxville, TN 37922, GFCTX, L.P., a Tennessee limited partnership, located at 400 Goody's Lane, Knoxville, TN 37922, GOODY'S IN, L.P., a Tennessee limited partnership, located at 400 Goody's Lane, Knoxville, TN 37922, GFCTN, L.P., a Tennessee limited partnership, located at 400 Goody's Lane, Knoxville, TN 37922, GFCGA, L.P., a Tennessee limited partnership, located at 400 Goody's Lane, Knoxville, TN 37922, GOODY'S HOLDING TN, LLC, a Tennessee limited liability company, located at 400 Goody's Lane, Knoxville, TN 37922, GOODY'S TNDC, L.P., a Tennessee limited partnership, located at 400 Goody's Lane, Knoxville, TN 37922, GOODY'S ARDC, L.P., a Tennessee limited partnership, located at 400 Goody's Lane, Knoxville, TN 37922, GOODY'S RETAIL MS, L.P., a Tennessee limited partnership, located at 400 Goody's Lane, Knoxville, TN 37922, (each individually an "Assignee" and, collectively, the "Assignees").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement or Credit Agreement, as applicable.

WHEREAS, pursuant to that certain Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of June 11, 2008 by and among Assignees, the Persons named therein as Credit Parties, Assignor 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 made Loans for the benefit of Assignees;

WHEREAS, pursuant to that certain Security Agreement, dated as of June 11, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Assignees executed and delivered to Assignor, for itself and the ratable benefit of Lenders, a Trademark Security Agreement, dated as of June 11, 2008 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 17, 2008, at Reel 3800/Frame 0043, et. seq.;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, and the Interim Order (or Final Order when applicable), each Assignee conveyed and pledged to Assignor, for itself and the benefit of Lenders, a security interest in and a Lien upon all of such Assignee's right, title, and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which each Assignee 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 Assignee 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 did 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 Assignee, to the extent, in each case, that (a) a security interest may not be granted by such Assignee 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 Assignee'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 included (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 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 Assignee'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;

WHEREAS, the Parties desire that Assignor terminate and release its security interest in all of Assignees' right, title and interest in, to and under the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully its security interest in all of Assignees' right, title and interest in, to and under the Trademark Collateral pursuant to the Security Agreement, the Trademark Security Agreement, and the Interim Order or Final Order, and reassigns and transfers, without representation, recourse or undertaking by Assignor, any and all interest that it may have in the Trademark Collateral pursuant to the Security Agreement, the Trademark Security Agreement and the Interim Order or Final Order to Assignees. Assignor further confirms that it no longer has any security interest or Lien upon the Trademark Collateral under the Interim Order or Final Order.

Assignor hereby authorizes Assignees or Assignees' authorized representative to record this Release with the United States Patent and Trademark Office and elsewhere, as necessary or desirable in order to memorialize the release of any security interest of Assignor in the Trademark Collateral.

Assignor further agrees to execute and deliver to Assignees any and all further documents and instruments, and do any and all further acts which Assignees (or their agents or designees) reasonably request in order to confirm this Release and Assignees' right, title, and interest in and to the Intellectual Property Collateral.

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).

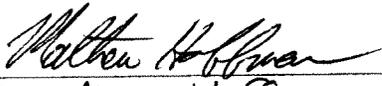
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date above first written.

ASSIGNOR:

PGDYS LENDING LLC, as Agent for
Lenders

By: Prentice Capital Management, LP,
its manager

By: 
Name: *Matthew H. Finsen*
Title: *General Counsel*

**SCHEDULE I TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Trademarks and Trademark Applications

See attached.

SCHEDULE I

US TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date	Owner	Status
MONTANA BLUES	78/163,382	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 (78/792,143)	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
	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[*]
DUCK HEAD & Design				

Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
<i>Duck Head</i> 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*
DHIC	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

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

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.