

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goody's MS, L.P.		10/20/2008	LIMITED PARTNERSHIP: TENNESSEE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Serial Number:	78165382	MONTANA BLUES
Serial Number:	78497063	GOODSPORT
Serial Number:	78497068	GOOD SPORTS
Registration Number:	2657455	IVY CREW
Registration Number:	2704878	MONTANA BLUES JEAN COMPANY
Registration Number:	3243210	GOODY'S IT'S ALL ABOUT YOU
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

OP \$1215.00 78165382

Registration Number:	2542128	MOUNTAIN LAKE JEAN COMPANY
Registration Number:	2561162	MOUNTAIN LAKE
Registration Number:	1662862	YOUR EVERYDAY Y.E.S. SAVINGS BRANDS VALUE QUALITY
Registration Number:	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:	1860982	
Registration Number:	3022038	DHJC
Registration Number:	2974640	DUCK HEAD BABY
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:

10/20/2008

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated this 20th day of October, 2008, is entered into between GOODY'S MS, L.P., a Tennessee limited partnership, located at 400 Goody's Lane, Knoxville, TN 37922 ("Assignor"), and NEW GOODY'S MS, L.P., a Tennessee limited partnership, located at 400 Goody's Lane, Knoxville, TN 37922 ("Assignee").

WHEREAS, the Assignee was formed in order to acquire certain assets (the "Acquired Assets") of Assignor and its subsidiaries pursuant to an order of the United States Bankruptcy Court for the District of Delaware, dated October 7, 2008 (the "Order");

WHEREAS, pursuant to the Order, Assignor assigned to Assignee the Acquired Assets, including all of Assignor's trademarks and service marks including, without limitation, the trademarks and service marks listed on Exhibit A hereto (the "Trademarks");

WHEREAS, the parties desire to record this Assignment to further document the assignment of the Trademarks to Assignee;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby acknowledge and agree as follows:

1. Assignment of Trademarks. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the Trademarks, including all registrations and applications therefor and all goodwill symbolized by and connected with the use thereof, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringement, dilution, unfair competition, misappropriation, or violation thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. The Trademarks are being assigned with the business to which the Trademarks pertain, which business is ongoing and existing.

2. Further Assurances. From time to time after the date hereof and without further consideration, Assignor, upon the request of Assignee and at Assignee's cost, shall execute and deliver such documents and instruments of conveyance and transfer as Assignee may reasonably request in order to consummate more effectively the terms of this Assignment, including, without limitation, all documents necessary to record, in the name of Assignee, title to the Trademarks with the United States Patent and Trademark Office.

3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW.

5. Counterparts. This Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

6. Headings. Section and other headings contained in this Assignment are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Assignment or any provision hereof.

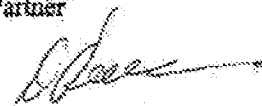
[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this
TRADEMARK ASSIGNMENT to be executed as of the day and year first above written.

ASSIGNOR:

GOODY'S MS, L.P.

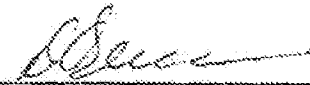
By: Trebor of TN, LLC
Its: General Partner

By: 
Name: David G. Peck
Title: Chief Manager/President

ASSIGNEE:

NEW GOODY'S MS, L.P.

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

By: 
Name: David G. Peck
Title: Chief Manager/President

STATE OF Tennessee)
) SS.
COUNTY OF Knox)

I, a notary public, in and for the county and state aforesaid, do hereby certify that David G. Peek, known to me to be the Chief Manager/President of Trebor of TN, LLC, the General Partner of GOODY'S MS, L.P. and acknowledged that he/she signed the above and foregoing instrument as his/her free and voluntary act, on behalf of GOODY'S MS, L.P.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal
this 20th day of October, 2008.

Deborah Doche
Notary Public

Goody's MS, L.P. Trademark Assignment



EXHIBIT A






US TRADEMARK APPLICATIONS

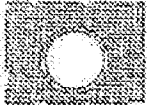
Trademark	Serial No.	Filing Date	Owner	Status
MONTANA BLUES	78/165,382	9/18/2002	Goody's MS, LP	Allowed
GOODSPORT	78/497,063	10/6/2004	Goody's MS, LP	Pending
GOOD SPORTS	78/497,068	10/8/2004	Goody's MS, LP	Pending

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
MONTANA BLUES JEAN COMPANY & Design	2,704,878 (74/721,899)	4/8/2003 (8/28/1995)	Goody's MS, LP	Registered
GOODY'S ITS ALL ABOUT YOU	3,243,210 (76/342,646)	5/22/2007 (11/28/2001)	Goody's MS, LP	Registered
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)	Goody's MS, LP	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
LOW PRICES NEVER LOOKED SO GOOD	2,414,646 (75/656,431)	12/19/2000 (3/9/1999)	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

Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
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
TAKE A GOOD LOOK	3,127,899 (78/493,799)	8/8/2006 (10/4/2004)	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)	1/17/2006 (12/9/2004)	Goody's MS, LP	Registered
	1,941,462 (74/407,787)	12/12/1995 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

Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
	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
(Design only)	3,373,512 (77/011,489)	1/22/2008 (10/02/2006)	Goody's MS, LP	Registered
DUCK HEAD	817,443 (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
 DUCK HEAD & Design	1,949,457 (74/457,158)	1/16/1996 1/16/2006 (11/12/1993)	Goody's MS, LP	Registered

Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
	1,860,982 (74/301,136)	11/1/1994 11/1/2004 (8/4/1992)	Goody's MS, LP	Registered
DIUC	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
(Design only)	1,998,536 (74/446,718)	9/3/1996 9/3/2006 (10/13/1993)	Goody's MS, LP	Registered
(Design only)	53,255 (71/001,007)	5/29/1906 5/29/2006 (4/10/1905)	Goody's MS, LP	Registered