TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated U.S. Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOODY'S, LLC		10/20/2008	LIMITED LIABILITY COMPANY: DELAWARE
NEW SYDOOG, LLC		10/20/2008	LIMITED LIABILITY COMPANY: DELAWARE
NEW GOODY'S MS, L.P.		10/20/2008	LIMITED PARTNERSHIP: TENNESSEE

RECEIVING PARTY DATA

Name:	GB Merchant Partners, LLC
Street Address:	101 Hungtington Avenue, 10th Floor
Internal Address:	GB Merchant Partners, LLC
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 57

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

OP $1440.00 78165382

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:	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:	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:	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:	10/22/2008

Total Attachments: 15

source=GB TM Security Agreement#page1.tif

source=GB TM Security Agreement#page2.tif

source=GB TM Security Agreement#page3.tif

source=GB TM Security Agreement#page4.tif

source=GB TM Security Agreement#page5.tif

source=GB TM Security Agreement#page6.tif

source=GB TM Security Agreement#page7.tif

source=GB TM Security Agreement#page8.tif

source=GB TM Security Agreement#page9.tif

source=GB TM Security Agreement#page10.tif

source=GB TM Security Agreement#page11.tif

source=GB TM Security Agreement#page12.tif

source=GB TM Security Agreement#page13.tif
source=GB TM Security Agreement#page14.tif
source=GB TM Security Agreement#page15.tif

AMENDED AND RESTATED U.S. TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED U.S. TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 20, 2008, by and among by and among GOODY'S, LLC ("Goody's"), a Delaware limited liability company located at 400 Goody's Lane, Knoxville, Tennessee, NEW SYDOOG LLC ("SYDOOG"), a Delaware limited liability company located at 400 Goody's Lane, Knoxville, Tennessee, NEW GOODY'S MS, L.P. ("Goody's MS"), a Tennessee limited partnership located at 400 Goody's Lane, Knoxville, Tennessee, (Goody's, SYDOOG, and Goody's MS, are each individually a "Grantor" and, collectively, the "Grantors"), and GB MERCHANT PARTNERS, LLC, in its capacity as Agent for Lenders party to the Credit Agreement (as hereinafter defined) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, reference is made to (i) that certain Senior Secured, Super-Priority Debtor-In-Possession Term Loan Agreement, dated as of June 11, 2008, executed by the Agent, certain of the Lenders, and certain of the Credit Parties ("Prior DIP Term Loan Agreement"); and (ii) that certain Trademark Security Agreement, dated as of June 11, 2008 executed by the Agent and certain of the Credit Parties (as amended and in effect, the "Prior DIP Trademark Security Agreement");

WHEREAS, the above referenced parties have agreed to amend and restate both the Prior DIP Term Loan Agreement and the Prior DIP Trademark Security Agreement, each in its entirety;

WHEREAS, pursuant to that certain Amended and Restated 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 and defined therein 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, Agent and Lenders are willing to make the Term Loan pursuant to the terms and conditions of the Credit Agreement, 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 Amended and Restated 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. To secure the prompt and complete payment, performance, and observance of all of the obligations (specifically including, without limitation, each Grantor's Obligations arising under the cross-guaranty provisions of Section 11 of the Credit Agreement), each Grantor hereby grants, pledges and hypothecates to Agent, for itself and the benefit of Lenders, a security interest in and Lien upon all of its right, title and interest in, to and under all of the following, whether now owned or owing to or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles, or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (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;

(a) all extensions and renewals of the foregoing;

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

(d) 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; and

(e) to the extent not otherwise included, all Proceeds, tort claims, insurance claims, contract rights, rights to the payment of money, and other rights to payment pertaining to any Trademarks and not otherwise included in the foregoing and products of any of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing;

provided that Trademark Collateral shall not include 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.

4. TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT. This Trademark Security Agreement shall terminate upon the Termination Date.

5. 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 TRADEMARK SECURITY AGREEMENT AND THE OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

6. INTERCREDITOR AGREEMENT; CONFLICT RESOLUTION. To the extent, if any, that there shall be a conflict between the terms of this Trademark Security Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall govern. To the extent, if any, that there shall be a conflict between this Trademark Security Agreement and the Security Agreement or Credit Agreement, the Security Agreement or Credit Agreement shall govern.

[signature pages follow]

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, LLC

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

NEW SYDOOG LLC

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

NEW GOODY'S MS, L.P.

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

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

TRADEMARK
REEL: 003874 FRAME: 0565

ACKNOWLEDGMENT OF GRANTORS

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

On this 20th day of October, 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, LLC, New SYDOOG LLC, and New Goody's MS, L.P., 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. Roche'

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

By: _____
Name: D. Michael Murray
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

US TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date	Owner	Status
MONTANA BLUES	78/165,382	9/18/2002	New Goody's MS, LP	Allowed
GOODSPORT	78/497,063	10/8/2004	New Goody's MS, LP	Pending
GOOD SPORTS	78/497,068	10/8/2004	New Goody's MS, LP	Pending
OH GOODY	77/057,810	12/6/2006	New SYDOOG LLC	Allowed*
OH GOODYS	77/079,622	1/10/2007	New SYDOOG LLC	Allowed*

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)	New Goody's MS, LP	Registered
GOODY'S FAMILY CLOTHING	1,606,015 (73/767,438)	7/10/1990 7/10/2000 (12/5/1988)	New SYDOOG LLC	Registered
MONTANA BLUES JEAN COMPANY & Design	2,704,878 (74/721,899)	4/8/2003 (8/28/1995)	New Goody's MS, LP	Registered
GOODY'S FAMILY CLOTHING & Design	1,949,198 (74/647,079)	1/16/1996 1/16/2006 (3/15/1995)	New SYDOOG LLC	Registered
GOODY'S ITS ALL ABOUT YOU	3,243,210 (76/342,646)	5/22/2007 (11/28/2001)	New Goody's MS, LP	Registered
GOODY'S 4 SHOES	3,378,285 (78/202,878)	2/5/2008 (6/11/2007)	New SYDOOG, LLC	Registered
KID CREW	3,406,961 (78/792143)	4/1/08 (1/16/2006)	New Goody's MS, LP	Registered
OLD COLLEGE INN	2,164,591 (75/158051)	6/9/1998 6/9/2008 (8/29/1996)	New 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)	New Goody's MS, LP	Registered*

Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
G & Arch Design	2,230,456 (75/405,647)	3/9/1999 (12/15/1997)	New Goody's MS, LP	Registered
INTIMATE CLASSICS	2,304,724 (75/415,159)	12/28/1999 (1/8/1998)	New Goody's MS, LP	Registered
"INTERNATIONAL" TRADING COMPANY & Design	2,550,376 (75/583,202)	3/19/2002 (11/5/1998)	New Goody's MS, LP	Registered*
LOW PRICES NEVER LOOKED SO GOOD	2,414,646 (75/656,431)	12/19/2000 (3/9/1999)	New Goody's MS, LP	Registered*
MOUNTAIN LAKE JEAN COMPANY	2,542,128 (75/731,813)	2/26/2002 (6/18/1999)	New Goody's MS, LP	Registered
GOODY'S	2,529,306 (76/050,225)	1/15/2002 (5/17/2000)	New SYDOOG LLC	Registered
MOUNTAIN LAKE	2,561,162 (76/033,731)	4/16/2002 (4/18/2000)	New 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)	New Goody's MS, LP	Registered
GOODY'S and Design	3,340,736 (77/067,343)	11/20/2007 (12/19/2006)	New SYDOOG LLC	Registered
GOODY'S	2,433,048 (75/774,422)	3/6/2001 (8/12/1999)	New SYDOOG LLC	Registered
TAKE A GOOD LOOK	3,127,899 (78/493,799)	8/8/2006 (10/4/2004)	New Goody's MS, LP	Registered
DUCK HEAD JEANS CO.	3,149,522 (78/404,943)	09/26/2006 (04/20/2004)	New Goody's MS, LP	Registered
RGM	2,644,246 (76/253,769)	10/29/2002 (5/8/2001)	New Goody's MS, LP	Registered*
ACCESSORY CROSSING	2,678,764 (76/143,527)	1/21/2003 (10/10/2000)	New Goody's MS, LP	Registered
ACCESSORY CROSSING	2,697,501 (76/372,081)	3/18/2003 (2/19/2002)	New Goody's MS, LP	Registered
MOUNTAIN LAKE CASUALS	2,561,161 (76/033,730)	4/16/2002 (4/18/2000)	New Goody's MS, LP	Registered
Y.E.S. YOUR EVERYDAY SAVINGS	2,515,145 (76/217,340)	12/4/2001 (2/27/2001)	New Goody's MS, LP	Registered
GOODCLOTHES & Design	2,678,909 (76/275,671)	1/21/2003 (6/22/2001)	New Goody's MS, LP	Registered
STERLING REFLECTIONS	2,783,189 (78/111,941)	11/11/2003 (3/1/2002)	New Goody's MS, LP	Registered
GOOD KIDZ	2,778,010 (78/188,448)	10/28/2003 (11/25/2002)	New Goody's MS, LP	Registered
DENIM PLANET	3,252,368 (78/608,670)	6/12/2007 (4/14/2005)	New Goody's MS, LP	Registered*

Trademark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)	Owner	Status
THE BEST TOWEL ON THE BEACH	2,974,969 (78/474,967)	7/19/2005 (8/27/2004)	New Goody's MS, LP	Registered
NOW THAT LOOKS GREAT ON YOU	3,046,121 (78/529,991)	1/17/2006 (12/9/2004)	New Goody's MS, LP	Registered
	1,941,462 (74/407,787)	12/12/1995 12/12/2005 (6/30/1993)	New Goody's MS, LP	Registered
	3,079,354 (78/602,923)	4/11/2006 (4/6/2005)	New Goody's MS, LP	Registered
	1,468,430 (73/657,870)	12/8/1997 12/8/2007 (4/28/1987)	New Goody's MS, LP	Registered
	3,051,629 78/362,303	1/24/06 (2/4/2004)	New Goody's MS, LP	Registered
DHX	2,675,429 (76/046,859)	1/14/2003 (5/12/2000)	New Goody's MS, LP	Registered*
DHX SPORT	2,675,428 (76/046,858)	1/14/2003 (5/12/2000)	New Goody's MS, LP	Registered*
(Design only)	3,373,512 (77/011,489)	1/22/2008 (10/02/2006)	New Goody's MS, LP	Registered
DUCK HEAD	817,443 (72/235,327)	10/25/1966 10/25/2006 (12/27/1965)	New Goody's MS, LP	Registered
DUCK HEAD	1,651,551 (74/081,288)	7/23/1991 7/23/2001 (7/23/1990)	New Goody's MS, LP	Registered
DHX DRY	3,088,621 (78/447,559)	5/2/2006 (7/8/2004)	New Goody's MS, LP	Registered
DUCK HEAD SPORT	3,071,997 (78,418,651)	3/21/2006 (5/14/2004	New Goody's MS, LP	Registered
DUCK HEAD & Design	1,468,429 (73/657,869)	12/8/1997 12/8/2007 (4/28/1987)	New Goody's MS, LP	Registered
DUCK HEAD & Design	1,832,781 (74/080,591)	4/26/1994 4/26/2004 (7/23/1990)	New 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)	New Goody's MS, LP	Registered
	1,860,982 (74/301,136)	11/1/1994 11/1/2004 (8/4/1992)	New Goody's MS, LP	Registered*
DHJC	3,022,038 (78/405,399)	11/29/2005 (4/21/2004)	New Goody's MS, LP	Registered
DUCK HEAD BABY	2,974,640 (78/419,112)	7/19/2005 (5/14/2004)	New Goody's MS, LP	Registered*
WWW.GOODYSONLINE.COM	3,221,325 (78/546,412)	3/27/2007 (1/12/2005)	New SYDOOG, LLC	Registered
(Design only)	1,998,536 (74/446,718)	9/3/1996 9/3/2006 (10/13/1993)	New Goody's MS, LP	Registered
(Design only)	53,255 (71/001,007)	5/29/1906 5/29/2006 (4/10/1905)	New 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
Malaysia	Duck Head	(96/04495)	6/10/2004	Goody's, LLC	Pending
Malaysia	Duck Head (Design)	(96/04496)	6/10/2004	Goody's, LLC	Pending
Pakistan	Duck Head	135,352	11/14/2003	Goody's, LLC	Pending
Pakistan	Duck Head (Design)	135,351	11/14/2003	Goody's, LLC	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, LLC	Registered
Aruba	Duck Head	REG# 25102	6/06/2014	Goody's, LLC	Registered
Aruba	Duck Head (Design)	REG#	6/06/2014	Goody's, LLC	Registered
Australia	Duck Head	705991	4/10/2016	Goody's, LLC	Registered
Australia	Duck Head (Design)	705,990	4/10/2016	Goody's, LLC	Registered
Barbados	Duck Head	(81/10991)	2/2/2010	Goody's, LLC	Registered
Barbados	Duck Head (Design)	(81/10992)	2/2/2010	Goody's, LLC	Registered
Belize	Duck Head	2407.04	6/03/2014	Goody's, LLC	Registered
Belize	Duck Head (Design)	2408.04	6/03/2014	Goody's, LLC	Registered
Benelux	Duck Head	476,771	(2/1/2010)	Goody's, LLC	Registered
Benelux	Duck Head (Design)	470,118	(2/1/2010)	Goody's, LLC	Registered
British Virgin Islands [Tortola/VI]	Duck Head (Design)	2,205	9/07/2016	Goody's, LLC	Registered
British Virgin Islands [Tortola/VI]	Duck Head	2,206	9/07/2016	Goody's, LLC	Registered
Canada	Duck Head	383536 (639943)	4/26/2021	Goody's, LLC	Registered
Canada	Duck Head (Design)	388583 (639945)	9/6/2021	Goody's, LLC	Registered
Cayman Island	Duck Head	1,397,329	9/07/2016	Goody's, LLC	Registered
Cayman Island	Duck Head (Design)	1,397,334	9/07/2016	Goody's, LLC	Registered
Chile	Baby Duck Head	701111 (renewal Reg. No.) 425.386 (182.270)	8/19/2014	Goody's, LLC	Registered
Chile	Duck Head	554.119 (401.781)	11/25/2009	Goody's, LLC	Registered
Chile	Duck Head (Design)	546.455 (391.891)	8/19/2009	Goody's, LLC	Registered
China	Duck Head	674867	1/20/2014	S Family Clothing, Inc.[1]	Registered

[1] Incorrectly recorded as a misspelling of Goody's Family Clothing, Inc.

Colombia	Duck Head	318,901	12/9/2015	Goody's, LLC	Registered
Colombia	Duck Head and Design	318,900	12/9/2005	Goody's, LLC	Registered
El Salvador	Duck Head	20040052017		Goody's, LLC	Abandoned
European Community	Duck Head	3810413	4/30/2014	Goody's, LLC	Registered
European Community	Duck Head (Design)	3810595	4/30/2014	Goody's, LLC	Registered
France	Duck Head	1,554,022	10/4/2009	Goody's, LLC	Registered
France	Duck Head (Design)	1,554,014	10/4/2009	Goody's, LLC	Registered
Germany	Duck Head	1177457	8/31/2009	Goody's, LLC	Registered
Germany	Duck Head (Design)	1166060	11/30/2009	Goody's, LLC	Registered
Guyana	Duck Head	14,113A	5/28/2014	Goody's, LLC	Registered
Guyana	Duck Head (Design)	14,114A	5/28/2014	Goody's, LLC	Registered
Hong Kong	Duck Head	11303/96	2/08/2014	Goody's, LLC	Registered
Hong Kong	Duck Head (Design)	01971/95	2/08/2014	Goody's, LLC	Registered
India	Duck Head (Design)	1,421,762 (704970)	2/23/2008 (2/15/2006)	Goody's, LLC	Registered
India	Duck Head (Word)	1,421,763 (680485)	2/23/2008 (2/15/2006)	Goody's, LLC (successor in interest to Goody's Family Clothing, Inc.)	Registered
Italy	Duck Head	915109 (Renewal Reg. No.) (MI-2000-C-007020) 585089 (Prev. Reg. No.)	6/14/2010	Duck Head Apparel Company, Inc.[2]	Registered
Italy	Duck Head (Design)	915110 (Renewal Reg. No.) (MI-2000-C-007021) 585090 (Previous Reg. No.)	6/14/2010	Duck Head Apparel Company, Inc.[2]	Registered
Jamaica	Duck Head (Design)	45,304	6/04/2014	Goody's, LLC	Registered
Jamaica	Duck Head	45,305	5/14/2014	Goody's, LLC	Registered
Japan	Baby Duck Head	4,270,077 (H09-153689)	5/7/2009	Goodies Family Clothing, Inc.[3]	Registered
Japan	Duck Head	4,828,347	12/24/2014	Goodies Family Clothing, Inc.[3]	Registered

[2] Correct owner should be Goody's, LLC.

[3] Incorrectly recorded as a misspelling of Goody's Family Clothing, Inc.

Japan	Duck Head (Design)	4,828,348	12/24/2014	Goodies Family Clothing, Inc.[4]	Registered
Japan	Duck Head Expedition 1865	4,629,954 (2002-15587)	12/13/2012	Goodies Family Clothing, Inc.[4]	Registered
Mexico	Duck Head	398582	3/30/2010	Goody's, LLC	Registered
Mexico	Duck Head and Design	419022	3/30/2010	Goody's, LLC	Registered
Netherlands Antilles	Duck Head	01770	1/02/2016	Goody's, LLC	Registered
Netherlands Antilles	Duck Head and Design	01769	1/02/2016	Goody's, LLC	Registered
Nicaragua	Duck Head	31,959 C.C.	6/23/2015	Goody's, LLC	Registered
Nicaragua	Duck Head (Design)	27.669 C.C.	2/16/2015	Goody's, LLC	Registered
Russian Federation	Duck Head	287454	5/12/2014	Goody's, LLC	Registered
Singapore	Duck Head (Design)	T96/04354	5/2/2016	Goody's, LLC	Registered
South Africa	Duck Head	918,604	10/14/2016	Goody's, LLC	Registered
South Africa	Duck Head (Design)	918,605	10/14/2011	Goody's, LLC	Registered
South Africa	Duck Head (Design)	918,606	10/14/2016	Goody's, LLC	Registered
Sri Lanka	Duck Head	78,474	4/30/2006	Goody's, LLC	Registered
Sri Lanka	Duck Head (Design)	78,472	4/30/2016	Goody's, LLC	Registered
St Vincent/ Grenadines	Duck Head	54 / 1996	2/24/2016	Goody's, LLC	Registered
St Vincent/ Grenadines	Duck Head (Design)	53 / 1996	2/24/2016	Goody's, LLC	Registered
Suriname	Duck Head and Design	19166	6/14/2014	Goody's, LLC	Registered
Sweden	Baby Duck Head	237472	7/3/2012	Goody's, LLC	Registered
Sweden	Baby Duck Head (Design)	237473	7/3/2012	Goody's, LLC	Registered
Sweden	Duck Head	237474	7/3/2012	Goody's, LLC	Registered
Sweden	Duck Head (Design)	237475	7/3/2012	Goody's, LLC	Registered
Taiwan	Duck Head	791188	12/31/2017	Goody's, LLC	Registered
Trinidad	Duck Head (Design)	25,408	5/02/2016	Goody's, LLC	Registered
Trinidad	Duck Head (Word)	25,409	6/2/2014	Goody's, LLC	Registered
Turks-Caicos	Duck Head	13559	4/30/2010	Goody's, LLC	Registered

[4] Incorrectly recorded as a misspelling of Goody's Family Clothing, Inc.

Turks-Caicos	Duck Head (Design)	13558	4/30/2010	Goody's, LLC	Registered
United Kingdom	Duck Head	1397329	9/7/2016	Goody's, LLC	Registered
United Kingdom	Duck Head (Design)	1397334	9/7/2016	Goody's, LLC	Registered

LICENSES

Trademark License Agreement, dated as of January 11, 2007 among Hillbilly Films Inc. as Licensor and New Goody's MS, L.P. (successor in interest to Goody's MS, L.P.) as Licensee.

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

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