

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 7/31/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Liberty Trouser Co., Inc.

- Individual(s)
- General Partnership
- Corporation- State: Alabama
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) \_\_\_\_\_

- Assignment
- Security Agreement
- Other Cleburne, Texas, aka Walls Industries, Inc., as Assignee.
- Merger
- Change of Name

Correct Ree/Frame 1215/0182 to reflect Walls Industries, Inc.,

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Walls Industries, Inc., Cleburne, Texas aka

Name: Walls Industries, Inc.

Internal

Address: \_\_\_\_\_

Street Address: P.O. Box 98

City: Cleburne

State: Texas

Country: USA Zip: 76033

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,084,058

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
LIBERTY

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Kay Lyn Schwartz

Internal Address: Gardere Wynne Sewell LLP

3000 Thanksgiving Tower

Street Address: 1601 Elm Street

City: Dallas

State: Texas Zip: 75201-4761

Phone Number: 214-999-4702

Fax Number: 214-999-3623

Email Address: lp@gardere.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 07-0153

Authorized User Name Kay Lyn Schwartz

**9. Signature:**

*Kay Lyn Schwartz*

Signature

12/10/08

Date

Kay Lyn Schwartz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 070153 1084058

VEAL & ASSOCIATES

TEL: 205 328 1242

# REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Form PTO-1084  
1-11-94

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Record no. 9/8/94

1. Name of conveying party(ies):

Liberty Trouser Co., Inc.

- Individual(s)
- General Partnership
- Corporation-State Alabama *05 AL*
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance: *1/0*

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 29, 1993

2. Name and address of receiving party(ies):

Name: Walls Industries, Inc.

Internal Address: \_\_\_\_\_

Street Address: Post Office Box 98

City: Cleburne State: TX ZIP: 76031

- Individual(s) citizenship \_\_\_\_\_
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware *03 DE*
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached?  Yes  No

(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,084,058

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert J. Veal, Esq.

Internal Address: Veal & Associates

Street Address: 2001 Park Place North  
Suite 525

City: Birmingham State: AL ZIP: 35203

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit acco

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1084058

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00079 940926 940926 105

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20.00

*8918 4349*

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
Robert J. Veal



9-7-94

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

TRADEMARK

REEL: 003925 FRAME: 0038

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VEHL & ASSOCIATES

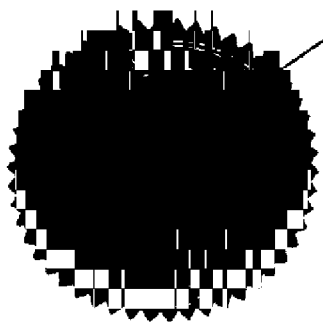
TEL: 205 324 1374

# STATE OF ALABAMA

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that the corporate records on file in this office disclose that Liberty Trouser Co., Inc. incorporated in Jefferson County, Birmingham, Alabama on May 27, 1981; that Walls Industries, Inc., Cleburne, Texas, a Delaware corporation, qualified in the State of Alabama on December 21, 1993; that on December 29, 1993 Liberty Trouser Co., Inc. merged into Walls Industries, Inc., Cleburne Texas. I further certify that the records do not disclose that Walls Industries, Inc., Cleburne Texas has been withdrawn.

TRADEMARK

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In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

09/06/94

Date

*Jim Bennett*

Jim Bennett

Secretary of State

VEAL &amp; ASSOCIATES

TEL: 205-324-1592

TRADEMARK REGISTRATION NOS. OWNED BY  
LIBERTY TROUSER CO., INC.

1. Reg. No. 261,696 - "LIBERTY and Design"
2. Reg. No. 693,539 - "SKEETS"
3. Reg. No. 1,084,458 - "LIBERTY"
4. Reg. No. 1,315,480 - "ZAPPERS and Design"
5. Reg. No. 1,377,344 - "LIBERTY RUGGED OUTDOOR GEAR"
6. Reg. No. 1,399,624 - "LIBERTY FREEDOM and Design"
7. Reg. No. 1,407,774 - "LIBERTY and Design" (Statue of Liberty)
8. Reg. No. 1,630,165 - "HIDE'N PINE"
9. Reg. No. 1,634,172 - "CIRCUS STAR"
10. Reg. No. 1,693,162 - "RANCHER BY LIBERTY and Design"
11. Reg. No. 1,715,946 - "LTC BASICS"
12. Reg. No. 1,718,305 - "LTC COLORS"

## TRADEMARK APPLICATIONS FILED BY LIBERTY TROUSER CO., INC.

1. Serial No. 74/488,114 - "HIDE'N TREE"
2. Serial No. 74/497,292 - "LIBER TEES"
3. Serial No. 74/515,104 - "ALWAYS BE GUARANTEE and Design"
4. Serial No. 74/517,990 - "LIBERTY and Design" (Globe with children)

TRADEMARK

REEL 121 FRAME 134

VERL & ASSOCIATES

TEL: 205 324 1111

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4 35 PM

ARTICLES OF MERGER OF LIBERTY TROUSER CO., INC.  
WALLS INDUSTRIES, INC., CLEBURNE, TEXAS

SECRETARY OF STATE

Pursuant to the provisions of Code of Alabama (1975), Section 10-2A-146, Liberty Trousers Co., Inc., an Alabama corporation ("Liberty") and Walls Industries, Inc., Cleburne, Texas, a Delaware corporation ("Walls") (said corporations being hereinafter collectively referred to as the "Constituent Corporations") hereby adopt the following Articles of Merger:

1. SURVIVING CORPORATION. Walls shall be the surviving corporation and shall continue to be governed by the laws of the State of Delaware.

2. PLAN OF MERGER. The Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, was adopted and approved by a resolution of the Board of Directors of Liberty and approved by the shareholders of Liberty in accordance with the laws of the State of Alabama and was adopted and approved by a resolution of the Board of Directors of Walls and approved by the shareholders of Walls in accordance with the laws of the State of Delaware.

3. SHAREHOLDER VOTE. As to each of the Constituent Corporations whose shareholders were entitled to vote on said Agreement and Plan of Merger, the number of shares outstanding and the number of shares voted for and against the Plan of Merger were as follows:

CONSTITUENT CORPORATION	NUMBER OF SHARES OUTSTANDING	NUMBER OF SHARES VOTED		
		FOR	AGAINST	ABSENT
Liberty	1,000	1,000	0	0
Walls	1,000	1,000	0	0

TRADEMARK

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4. ARTICLES OF INCORPORATION OF ALABAMA CORPORATION. The Articles of Incorporation of Liberty are filed in the Office of the Judge of Probate of Jefferson County, Alabama.

5. SERVICE OF PROCESS AND DISSENTING SHAREHOLDERS. Walls hereby agrees that (a) it may be served with process in Alabama for the enforcement of any obligation of Liberty and in any proceeding for the enforcement of the rights of a dissenting shareholder of Liberty against Walls and (b) it will promptly pay to the dissenting shareholders of Liberty the amount, if any, to which they shall be entitled under the applicable provisions of Alabama law. Walls hereby irrevocably appoints the Secretary of State of the State of Alabama as its agent to accept service of process in any proceeding described in clause (a) of this Paragraph 5.

TRADEMARK

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VEHL & ASSOCIATES

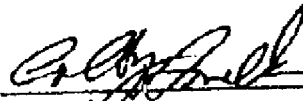
TEL: 205-961-1111

IN WITNESS WHEREOF, these Articles of Merger have been executed on this 11<sup>th</sup> day of December, 1993.

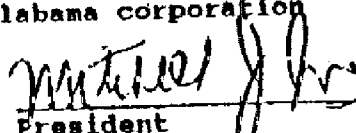
ATTEST:

LIBERTY TROUSER CO., INC.  
an Alabama corporation

By:

  
Assistant Secretary


By:

  
President


ATTEST:

WALLS INDUSTRIES, INC.  
a Delaware Corporation

By:

  
Assistant Secretary

By:

  
President

TRADEMARK

REEL 215 FRAME 186

VEAL & ASSOCIATES

TEL: 202 224 1272

VERIFICATION

The undersigned, Mitchell J. Ives, President of Liberty Trouser Co., Inc., an Alabama corporation, hereby certifies as such officer, that Mitchell J. Ives and Colby Sorrells whose names as the respective President and Asst. Sec. of Liberty Trouser Co., Inc. are signed to the foregoing Articles of Merger, constitute such respective officers of Liberty Trouser Co., Inc., and that the statements set forth in the foregoing Articles of Merger are true and correct.

WITNESS my hand and seal this 22<sup>nd</sup> day of December.

Mitchell J. Ives  
Mitchell J. Ives  
President

TRADEMARK

REEL 003925 FRAME 187

Sworn to and Subscribed before me this the 22<sup>nd</sup> day of December, 1993.

Andy Hollis

Notary Public  
My Commission Expires: 10-94

The undersigned, Albert Archer, President of Walls Industries, Inc., Cleburne, Texas, a Delaware corporation, hereby certifies as such officer, that Albert Archer and Colby Sorrells whose names as the respective President and Asst. Sec. of walls industries, Inc. are signed to the foregoing Articles of Merger, constitute such respective officers of Walls Industries, Inc., Cleburne Texas and that the statements set forth in the foregoing Articles of Merger are true and correct.

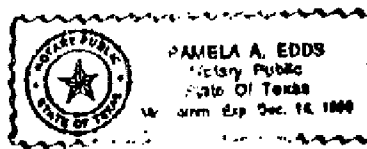
WITNESS my hand and seal this 27<sup>th</sup> day of December.

Albert Archer  
Albert Archer  
President

Sworn to and Subscribed before me this the 27 day of December, 1993.

Pamela A. Edds

Notary Public  
My Commission Expires: 12-14-96



VEAL &amp; ASSOCIATES

TEL: 202 328 1042

EXHIBIT "A"  
 -ARTICLES OF MERGER OF LIBERTY TROUSE CO.  
 INTO WALLS INDUSTRIES, INC., CLEBURNE, TX

**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (the "Agreement"), dated as of December 30, 1993, is by and between Walls Industries, Inc., Cleburne, Texas, a Delaware corporation (the "Company"), and Liberty Trouser Co., Inc., an Alabama corporation ("Liberty Trouser"). Each of the Company and Liberty Trouser is a wholly-owned subsidiary of Walls Holding Company, Inc., a Delaware corporation.

Whereas, the Boards of Directors of each of the Company and Liberty Trouser have determined that it is advisable and in the best interests of their respective companies and stockholders that Liberty Trouser be merged with and into the Company pursuant to Sections 251 and 252 of the General Corporation Law of the State of Delaware (the "Delaware Corporation Law"), Section 10-2A-146 of the Alabama Business Corporation Act (the "Alabama Corporation Law") and upon the terms and conditions contained in this Agreement;

Whereas, the Boards of Directors of each of the Company and Liberty Trouser have duly approved and authorized this Agreement and the transactions contemplated hereby; and

Whereas, holders of at least a majority of the outstanding capital stock of the Company and holders of at least two-thirds of the outstanding capital stock of Liberty Trouser have voted to approve this Agreement;

Now, therefore, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the Company and Liberty Trouser hereby agree as follows:

**ARTICLE I**

**The Merger**

1.1. *Surviving Corporation.* At the Effective Time (as hereinafter defined), Liberty Trouser shall be merged with and into the Company in accordance with the Delaware Corporation Law and the Alabama Corporation Law (the "Merger"), and the Company shall be the surviving corporation of the Merger (herein sometimes called the "surviving Corporation"). The identity, existence, rights, privileges, powers, franchises, properties and assets of the Company shall continue unaffected and unimpaired by the Merger. At the Effective Time, the identity and separate existence of Liberty Trouser shall cease, and all of the rights, privileges, powers, franchises, properties and assets of Liberty Trouser shall be vested in the surviving Corporation.

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VEAL &amp; ASSOCIATES

TEL: 205-324-1542

1.2. *Certificate of Incorporation; By-Laws.* From and after the Effective Time and thereafter until amended as provided by law, the Certificate of Incorporation of the Company shall be the Certificate of Incorporation of the surviving corporation and the By-laws of the Company shall be the By-laws of the surviving Corporation, as in effect immediately prior to the Effective Time.

1.3. *Effective Time.* The Merger shall be effective immediately upon the later of (i) the filing of this Agreement and Plan of Merger with the office of the Secretary of State of the State of Delaware in accordance with Section 103 of the Delaware Corporation Law and (ii) the issuance of a Certificate of Merger by the Alabama Secretary of State in accordance with Section 10-2A-143 of the Alabama Corporation Law, which time is herein referred to as the "Effective Time".

1.4. *Liberty Trouser Stock.* At the Effective Time, each share of Liberty Trouser Common Stock, \$.01 par value per share, outstanding immediately prior to the Effective Time, constituting all of the issued and outstanding shares of capital stock of Liberty Trouser, shall, by virtue of the Merger and without any action on the part of Liberty Trouser, the Company or Walls Holding, be cancelled and no payment shall be made in respect thereof.

## ARTICLE II

### Miscellaneous

2.1 *Termination.* Anything herein or elsewhere to the contrary notwithstanding this Agreement may be terminated and abandoned at any time before the Effective Time whether before or after adoption and approval of this Agreement by the stockholders of the Company or Liberty Trouser or by the mutual consent of the Boards of Directors of the Company and Liberty Trouser. In the event of termination and abandonment under this section 2.1, this Agreement shall forthwith become void and there shall be no liability on the part of any of the Company or Liberty Trouser or their respective officers and directors.

2.2 *Expenses.* Whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Company.

2.3 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

2.4 *Entire Agreement, Assignability, Etc.* This Agreement (i) constitutes the entire agreement, and supercedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, (ii) is not intended to confer upon any person other than

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TRADEMARK

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VEAL & ASSOCIATES

TEL: 205-324-1542

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the parties hereto any rights or remedies hereunder, and (iii) shall not be assignable by operation of law or otherwise.

2.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Attest:


MALIB INDUSTRIES, INC., CLEBURNE, TEXAS

  
Assistant Secretary

  
President

Attest:

LIBERTY TROUSER CO., INC.

  
Secretary

President

TRADEMARK

REEL 1215 FRAME 190

VEAL & ASSOCIATES

TEL: 205-324-1542

the parties hereto any rights or remedies hereunder, and (iii) shall not be assignable by operation of law or otherwise.

2.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Attest:

WALL INDUSTRIES, INC., CLEBURNE, TEXAS

Assistant Secretary

President

Attest:

LIBERTY TROUSER CO., INC.

*[Handwritten signature]*  
Secretary

*[Handwritten signature]*  
President

TRADEMARK

REEL 1215 FRAME 91

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OFFICE

*[Faint, illegible text and stamps]*