

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eastman Footwear Group, Inc.		02/13/2009	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wrangler Apparel Corp.		
<b>Street Address:</b>	3411 Silverside Road		
<b>Internal Address:</b>	200 Hanby Building		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19810		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3517194	TERRA CORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)477-3932		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	302-477-3930		
<b>Email:</b>	jacquelyn_pellegrino@vfc.com		
<b>Correspondent Name:</b>	Helen L. Winslow		
<b>Address Line 1:</b>	3411 Silverside Road		
<b>Address Line 2:</b>	200 Hanby Building		
<b>Address Line 4:</b>	Wilmington, DELAWARE 19810		
<b>ATTORNEY DOCKET NUMBER:</b>	WAC-TERRA CORE ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Helen L. Winslow		
<b>Signature:</b>	/hlw/		

OP \$40.00 3517194

Date:

02/18/2009

**Total Attachments: 2**

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## TRADEMARK ASSIGNMENT

**WHEREAS**, Eastman Footwear Group, Inc., a New York corporation, having an address at 34 West 33<sup>rd</sup> Street, New York, NY 10001, (hereinafter "Assignor") is the owner of all right, title and interest in and to the mark TERRA CORE, U.S. Trademark Registration No. 3,517,194 (the "Trademark"); and

**WHEREAS**, Wrangler Apparel Corp., a Delaware corporation, having a place of business at 3411 Silverside Rd., Wilmington, DE 19810, (hereinafter "Assignee"), wishes to acquire from Assignor all of Assignor's rights in and to such Trademark.

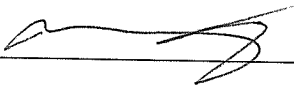
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee, all of its rights, title and interest in and to the Trademark, together with the goodwill of the business appurtenant to and symbolized by the Trademark and including, without limitation, all common law and foreign rights, if any, in and to the Trademark and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademark, to be held and enjoyed by Assignee, its successors and assigns, to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Assignor is assigning the Trademark as part of that portion of the good will of the business to which the Trademark pertains as required by Section 10 of the Trademark Act (15 U.S.C. §1060).

Assignor also represents and warrants that it shall supply Assignee with any and all further documents necessary to effectuate this Assignment.

Date: Feb. 13, 2009

**EASTMAN FOOTWEAR GROUP, INC.**

  
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By: Max M. Mizrahi  
Title: President