

RE 3/2/09

03-09-2009



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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) Association
- General Partnership Limited Partnership
- Corporation- State: Alabama
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 29, 1993

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

Correct Reel/Frame 1216/0235 to reflect Walls Industries, Inc.,

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Walls Industries, Inc.

Internal

Address: _____

Street Address: P.O. Box 98

City: Cleburne

State: Texas

Country: USA Zip: 76033

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

1,377,344

Additional sheet(s) attached? Yes No

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

LIBERTY RUGGED OUTDOOR GEAR

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: ip@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

2/27/09
Date

Kay Lyn Schwartz

Name of Person Signing

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

2

TO: KAY LYN SCHWARTZ, COMPANY: GARDERE WYNNE SEWELL LLP

40.00 - 481

Assignment

FORM PTO-1184 1-31-92
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
 U.S. DEPARTMENT OF COMMERCE
 Patent and Trademark Office

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

1. Name of conveying party(ies):
 Liberty Trouser Co., Inc.
 Individual(s)
 General Partnership
 Corporation-State Alabama
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

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: 76091
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designators must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other
 Execution Date: December 29, 1993

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 SEE ATTACHED SHEET
 B. Trademark registration No.(s)
 SEE ATTACHED SHEET
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Robert J. Veal
 Internal Address:
 Street Address: Veal & Associates
 2001 Park Place North, Suite 525
 City: Birmingham State: AL ZIP: 35203

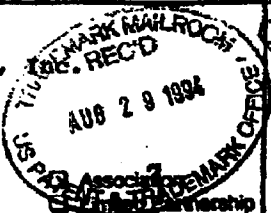
6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$640.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

170 KJ 09/27/94 0261696	0 481	40.00 CK
170 KJ 09/27/94 0261696	0 482	570.00 CK
170 KJ 09/27/94 0261696	0 482	30.00 BK

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
 Name of Person Signing
 Signature
 Date: 8-26-94
 Total number of pages comprising cover sheet: 1

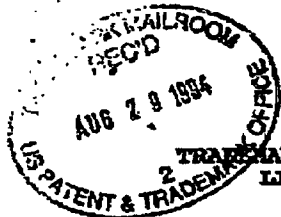


TRADEMARK
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TO: KAY LYN SCHWARTZ COMPANY: GARDERE WYNNE SEWELL LLP

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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)

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TO: KAY LYN SCHWARTZ COMPANY: GARDERE WYNNE SEWELL LLP

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

Pursuant to the provisions of Code of Alabama (1975), Section 10-2A-146, Liberty Trouser 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
Liberty	1,000	1,000	
Walls	1,000	1,000	

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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.

TO: KAY LYN SCHWARTZ COMPANY: GARDERE WYNNE SEWELL LLP

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IN WITNESS WHEREOF, these Articles of Merger have been executed on this 16 day of December, 1993.

ATTEST:

LIBERTY TROUSER CO., INC.
an Alabama corporation

By: [Signature]
Assistant Secretary

By: [Signature]
President

ATTEST:

WALLS INDUSTRIES, INC.
a Delaware Corporation

By: [Signature]
Assistant Secretary

By: [Signature]
President

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TO: KAY LYN SCHWARTZ COMPANY: GARDERE WYNNE SEWELL LLP

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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 22nd day of December.

Mitchell J. Ives
Mitchell J. Ives
President

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

Andrew Hallis
Notary Public
My Commission Expires: 10-94

TRADEMARK

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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 27th day of December.

Albert Archer
Albert Archer
President

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

Pamela A. Edos
Notary Public
My Commission Expires: 12-14-96



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EXHIBIT "A"
-ARTICLES OF MERGER OF LIBERTY TROUSER 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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TO: KAY LYN SCHWARTZ COMPANY: GARDERE WYNNE SEWELL LLP

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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 Wallis 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 supersedes 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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TO: KAY LYN SCHWARTZ COMPANY: GARDERE WYNNE SEWELL LLP

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

3.5 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:

WALLS INDUSTRIES, INC., CLEBURNE, TEXAS


Assistant Secretary


President

Attest:

LIBERTY TROUSER CO., INC.


Secretary


President

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REEL 216 FRAME 242

TO: KAY LYN SCHWARTZ COMPANY: GARDERE WYNNE SEWELL LLP

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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:

WALLS INDUSTRIES, INC., CLEBURNE, TEXAS

Assistant Secretary

President

Attest:

LIBERTY TROUSER CO., INC.

Secretary

President

TRADEMARK

REEL 216 FRAME 243

RECORDED TRADEMARK OFFICE

AUG 29 94

WALLS INDUSTRIES, INC. CLEBURNE, TEXAS

DATE

Signature of President

Signature of Secretary