

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Goody's MS, L.P.		06/29/2009	LIMITED PARTNERSHIP: TENNESSEE

RECEIVING PARTY DATA

Name:	DHIP Holdings, LLC
Street Address:	6000 River Road, Suite B
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23226
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1998536	
Registration Number:	1941462	
Registration Number:	3079354	
Registration Number:	1468430	
Registration Number:	3051629	
Registration Number:	3373512	
Registration Number:	2675429	DHX
Registration Number:	2675428	DHX SPORT
Registration Number:	3149522	DUCK HEAD JEANS CO.
Registration Number:	817443	DUCK HEAD
Registration Number:	1651551	DUCK HEAD
Registration Number:	3088621	DHX DRY
Registration Number:	3071997	DUCK HEAD SPORT

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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:	53255	

CORRESPONDENCE DATA

Fax Number: (804)644-0957
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: trademarks@hf-law.com
Correspondent Name: Robert P. Henley, Esquire
Address Line 1: Post Office Box 500
Address Line 4: Richmond, VIRGINIA 23218-0500

ATTORNEY DOCKET NUMBER:	035269.00001
NAME OF SUBMITTER:	Robert P. Henley, Esquire
Signature:	/Robert P. Henley/
Date:	07/02/2009

Total Attachments: 7
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UNITED STATES AND CANADA

INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 29th day of June, 2009, is made and entered into by and between Goody's, LLC, a Delaware limited liability company, having a place of business at 400 Goody's Lane, Knoxville, Tennessee 37922; and New Goody's MS, L.P., a Tennessee limited partnership having offices at 400 Goody's Lane, Knoxville, Tennessee 37922 on the one hand (collectively "Assignor"), and DHIP Holdings, LLC, a Virginia limited liability company having a place of business at 6000 River Road, Suite B, Richmond, Virginia 23226 ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in that Asset Purchase Agreement by and among the Parties and dated June 22, 2009 (the "Purchase Agreement").

WHEREAS, Assignor is the owner of all rights, title and interest in and to all of the intellectual property of Sellers in connection with the "Duck Head" private label brand in the United States and Canada, including without limitation all trademarks, trade names, certification marks, service marks, logos, trade dress, copyrights, know-how, and other source indicators used in connection with the Duck Head private label brand, including without limitation all such property listed on Schedule A hereto, and all applications, registrations, and renewals in connection therewith, together with the goodwill of any business symbolized thereby and associated therewith (collectively, the "Trademarks");

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee:
 - (a) all of Assignor's right, title and interest in, and good will associated with, the Trademarks and the Domain Names, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights"); and
 - (b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the

- Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;
- (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and
 - (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

4. Counterparts. This Assignment may be executed by facsimile in three (3) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

Signature Pages Immediately Follow

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

GOODY'S, LLC

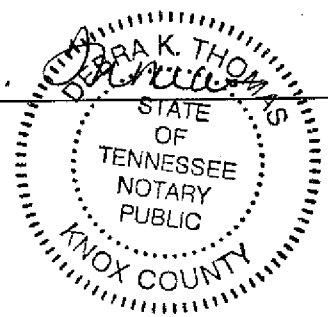
By: [Signature]
Name: DAVID G. PEEL
Title: CFO

STATE OF Tennessee :
 : SS.
COUNTY OF Knox :

On this 29th day of June, 2009, before me appeared DAVID G. PEEL the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of Goody's, LLC.

Debra K. Thomas
Notary Public

My Commission Expires: 4-1-13



ASSIGNOR:

NEW GOODY'S MS, L.P., By New TREBOR OF TN, LLC, its general partner

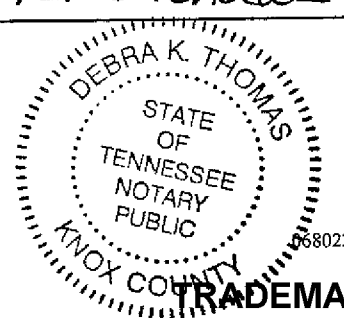
By: [Signature]
Name: DAVID G. PEEL
Title: Chief Manager / President

STATE OF Tennessee :
 : SS.
COUNTY OF Knox :

On this 29th day of June, 2009, before me appeared DAVID G. PEEL the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of New Goody's MS, L.P.

Debra K. Thomas
Notary Public

My Commission Expires: 4-1-13



ASSIGNEE:

DHIP HOLDINGS, LLC

By: [Signature]
Name: Ross A. Sternheimer
Title: Manager

STATE OF Virginia :
City : SS.
COUNTY OF Richmond :







On this 29th day of June, 2009, before me appeared Ross A. Sternheimer, the person who signed this instrument, who acknowledged that he signed it as his own free act on behalf of DHIP Holdings, LLC.





[Signature]
Notary Public

My Commission Expires: 4/30/2013



SCHEDULE A – TRADEMARKS

Trademark/Service Mark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Data)	Country
	1,998,536 74/446,718	9/3/2016 (10/13/93)	USA
	1,941,462 (74/407,787)	12/12/2005 (6/30/1993)	USA
	3,079,354 (78/602,923)	4/11/2006 (4/6/2005)	USA
	1,468,430 (73/657,870)	8/1/2017 (4/28/1987)	USA
	3,051,629 (78/362,303)	1/24/2006 (2/4/2004)	USA
	3,373,512 (77011489)	1/22/2008 (10/2/2006)	USA
DHX	2,675,429 (76/046,859)	1/14/2003 (5/12/2000)	USA
DHX SPORT	2,675,428 (76/046,858)	1/14/2003 (5/12/2000)	USA
DUCK HEAD JEANS CO.	3,149,522 (78/404,943)	9/26/2006 (04/20/2004)	USA
DUCK HEAD	817,443 (72/235,327)	10/25/2016 (12/27/1965)	USA

Trademark/Service Mark	Reg. No (Serial No.)	Reg./Renewal Date (Filing Data)	Country
DUCK HEAD	1,651,551 (74/081,288)	7/23/2011 (7/23/1990)	USA
DHX DRY	3,088,621 (78/447,559)	5/2/2006 (7/8/2004)	USA
DUCK HEAD SPORT	3,071,997 (78,418,651)	3/21/2006 (5/14/2004)	USA
	1,468,429 (73/657,869)	12/8/2017 (4/28/1987)	USA
	1,832,781 (74/080,591)	4/26/2014 (7/23/1990)	USA
<i>Duck Head</i> EXPEDITION *1865*	1,949,457 (74/457,158)	1/16/2016 (11/12/1993)	USA
	1,860,982 (74/301,136)	11/27/2004 (8/4/1992)	USA
DHJC	3,022,038 (78/405,399)	11/29/2005 (4/21/2004)	USA
DUCK HEAD BABY	2,974,640 (78/419,112)	7/19/2005 (5/14/2004)	USA
	0053255 71/001/007	5/29/1906 4/10/2905	USA
Duck Head	383,536 (639,943)	4/26/2021	Canada
Duck Head	401,986	8/28/1992	Canada
Duck Head (Design)	388,583 (639,945)	9/6/2021	Canada
Duck Head and Design	404,527 (673,662)	11/6/1992	Canada

SCHEDULE B – DOMAIN NAMES

<u>Domain Name</u>	<u>Registering Authority</u>
www.duckhead.com	Network Solutions, LLC

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