

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corral West Ranchwear, LLC		04/28/2011	LIMITED LIABILITY COMPANY: WYOMING
RECEIVING PARTY DATA			
Name:	Red Lodge Rally, LLC		
Street Address:	29 Aspen Hollow Road		
City:	Red Lodge		
State/Country:	MONTANA		
Postal Code:	59068		
Entity Type:	LIMITED LIABILITY COMPANY: MONTANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3100511	RED LODGE TRADING COMPANY SINCE 1951	
Registration Number:	3087521	RED LODGE	
CORRESPONDENCE DATA			
Fax Number:	(816)983-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816-983-8000		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	William B. Kircher		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	506809.10003		
NAME OF SUBMITTER:	William B. Kircher		
Signature:	/William B. Kircher/		

CH \$65.00 3100511

Date:

05/10/2011

Total Attachments: 26

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made and entered into as of 28 day of Apr., 2011 by and between BTWW Retail Liquidation Trust, ("*Assignor*") and Red Lodge Rally, LLC, a Montana Limited Liability Company ("*Assignee*").

WHEREAS, Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor U.S. Trademark Registration No. 3100511 "**RED LODGE TRADING COMPANY SINCE 1951**" and Registration No. 3087521 "**RED LODGE**", (hereinafter "*The Marks*"), copies of which are attached hereto as Exhibits B and C, respectively, for an amount in cash equal to One Thousand Dollars (\$1,000) (the "**Purchase Price**");

WHEREAS, on November 3, 2008, Corral West Ranchwear, LLC, a Wyoming limited liability company, CWR Workwear Depot, I.L.C, a Wyoming limited liability company, and Corral West Ranchwear Catalog, LLC (collectively, "*Sellers*") filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101, et seq., in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "**Bankruptcy Court**"), which cases are being jointly administered under Bankruptcy Case No. 08-35725-B111-H;

WHEREAS, on February 3, 2010, the Bankruptcy Court entered an Order confirming a *First Amended Consolidated Joint Plan of Liquidation of the Debtors Together With the Official Committee of Unsecured Creditors Under Chapter 11 of the Bankruptcy Code* (the "**Plan**");

WHEREAS, Exhibit A to the Plan is a Liquidation Trust Agreement and as of February 16, 2010 (the "**Effective Date**"), pursuant to the Liquidation Trust Agreement, the RED LODGE TRADING COMPANY SINCE 1951 and the RED LODGE Marks, including the goodwill of the business associated therewith and all causes of action relating thereto, were transferred to the Assignor; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Marks, including the goodwill of the business associated therewith and all causes of action relating thereto;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the "The Marks", together with the goodwill of the business symbolized by and associated with The Marks, including all common law rights and trademark registration for The Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from The Marks, all claims for damages by reason of present and future infringements of The Marks to the extent such claims exist and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in The Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. **REPRESENTATION AND WARRANTY.** THE LIQUIDATION TRUST REPRESENTS AND WARRANTS THAT IT OWNS ALL RIGHT, TITLE AND INTEREST IN THE RED LODGE TRADING COMPANY SINCE 1951 AND RED LODGE MARKS, INCLUDING THE GOODWILL OF THE BUSINESS ASSOCIATED THEREWITH.

4. **GENERAL.**

4.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

4.2 Entire Agreement. This Assignment contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter.

4.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This

Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.


4.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

4.5 Counterparts. This Assignment may be executed in two or more counterparts, each of which, shall constitute an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

Red Lodge Rally, LLC
A Montana Limited Liability Company

By: 
Name: Rodney M. Bastian
Title: President, Red Lodge Rally, LLC

“Assignor”

BTWW Retail Liquidation Trust,

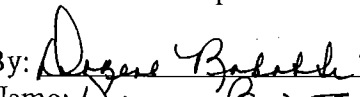
By: 
Name: Dorene Robett
Title: Managing Director, Clear Thinking @mp LLC
Liquidation trustee

EXHIBIT A

TRADEMARK
REEL: 004538 FRAME: 0286

LIQUIDATION TRUST AGREEMENT

This LIQUIDATION TRUST AGREEMENT (the "Agreement" or "Liquidation Trust Agreement") is made and entered into, as of _____, by and among BTWW Retail, L.P. Corral West Ranchwear, LLC, CRW Workwear Depot, LLC and Corral West Ranchwear Catalog, LLC (collectively, the "Debtors"), the official committee of unsecured creditors appointed in the Debtors' Chapter 11 Cases (the "Committee"), and Clear Thinking Group, LLC (the "Liquidation Trustee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan (as hereinafter defined).

RECITALS

~~WHEREAS, on November 3, 2008, the Debtors filed voluntary petitions for reorganization under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court"); and~~

WHEREAS, on _____, 2009, the Debtors and the Committee filed the Consolidated Joint Plan of Liquidation of the Debtors, Together with the Official Committee of Unsecured Creditors Under Chapter 11 of the Bankruptcy Code (as the same may be amended or modified from time to time, the "Plan"); and

WHEREAS, by order dated _____, the Bankruptcy Court confirmed the Plan; and

WHEREAS, under the terms of the Plan, all cash and other property of the Debtors as of the Effective Date of the Plan will be transferred to and held by the Liquidation Trust created by this Liquidation Trust Agreement so that, among other things: (i) the Trust Assets (defined below) can be disposed of in an orderly and expeditious manner; (ii) objections to claims can be pursued, and disputed claims can be resolved; and (iii) distributions can be made to the beneficiaries of the Liquidation Trust in accordance with the Plan; and

WHEREAS, this Liquidation Trust is established under and pursuant to the Plan which provides for the appointment of the Liquidation Trustee to administer the Liquidation Trust for the benefit of creditors of the Debtors, and to provide administrative services relating to the implementation of the Plan; and

WHEREAS, the Liquidation Trustee has agreed to serve as such upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in accordance with the Plan and in consideration of the promises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

DECLARATION OF TRUST

The Debtors hereby absolutely assign to the Liquidation Trust, and to its successors in trust and its successors and assigns, all right, title and interest of the Debtors in and to the Trust Assets (as defined below);

TO HAVE AND TO HOLD unto the Liquidation Trust and its successors in trust and its successors and assigns forever;

IN TRUST NEVERTHELESS upon the terms and subject to the conditions set forth herein and for the benefit of the holders of Allowed Claims¹, as and to the extent provided in the Plan, and for the performance of and compliance with the terms hereof and of the Plan;

PROVIDED, HOWEVER, that upon termination of the Liquidation Trust in accordance with Article V hereof, this Agreement shall cease, terminate and be of no further force and effect; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED that the Trust Assets are to be held and applied by the Liquidation Trustee upon the further covenants and terms and subject to the conditions herein set forth.

I NAME; PURPOSE; TRUST ASSETS

1.1 Name of Trust. The trust created by this Agreement shall be known as the "BTWW Retail Liquidation Trust" or sometimes herein as the "Liquidation Trust".

1.2 Transfer of Trust Assets. In accordance with the provisions of the Plan, on the Effective Date, the Debtors and their substantively consolidated chapter 11 Estates shall be deemed and by this Declaration of Trust do hereby transfer, assign and convey to the Liquidation Trust any and all rights and assets of the Debtors and the Estates, including, without limitation, (i) cash and accounts, including, without limitation, any and all moneys held in escrow or separate segregated accounts during the pendency of the Chapter 11 Cases, (ii) Litigation Causes of Action and (iii) any and all other interests, rights, claims, defenses and causes of action of the Debtors or Estates (the "Trust Assets"), to be held by the Liquidation Trustee in trust as and to the extent provided in the Plan, on the terms and subject to the conditions set forth herein and in the Plan.

1.3 Purposes. The purposes of the Liquidation Trust are to hold and effectuate an orderly disposition of the Trust Assets and to distribute or pay over the Trust Assets or proceeds thereof in accordance with this Agreement and the Plan, with no objective or authority to engage in any trade or business.

1.4 Acceptance by the Liquidation Trustee. The Liquidation Trustee is willing and hereby accepts the appointment to serve as Liquidation Trustee pursuant to this Agreement and the Plan and agrees to observe and perform all duties and obligations imposed upon the

¹ All capitalized terms not expressly defined herein shall be given the meaning ascribed to them in the Plan.

Liquidation Trustee by this Agreement and under the Plan, including, without limitation, to accept and hold and administer the Trust Assets and otherwise to carry out the purpose of the Liquidation Trust in accordance with the terms and subject to the conditions set forth herein.

1.5 Further Assurances. The Debtors and any successors in interest will, on request of the Liquidation Trustee, execute and deliver such further documents and perform such further acts as may be necessary or proper to transfer to the Liquidation Trustee any portion of the Trust Assets or to vest in the Trust the powers or property hereby conveyed. The Debtors, for themselves and their predecessors and successors, disclaim any right to any reversionary interest in any of the Trust Assets, but nothing herein will limit the right and power of the Liquidation Trustee to abandon any Trust Assets to the Debtors in the event the Liquidation Trustee determines it is in the best interests of the Liquidation Trust and holders of Allowed Claims to do so.

1.6 The Oversight Committee.

(a) As provided in section 7.9.2 of the Plan, the Oversight Committee shall initially consist of all members of the Committee and shall be formed on the Effective Date of the Plan for all purposes permitted under the Bankruptcy Code including, without limitation, objections to Claims and any other pending litigation, overseeing and providing direction to the Liquidation Trustee, if necessary or desirable in its sole discretion, in accordance with the terms hereof, replacing the Liquidation Trustee, monitoring Distributions, and other matters affecting the administration of the Liquidation Trust. Any member of the Oversight Committee may resign upon reasonable notice to the Liquidation Trustee and other members of the Oversight Committee and may be removed by the Bankruptcy Court for cause. Twenty days prior written notice shall constitute reasonable notice under this section. In the event of a vacancy on the Oversight Committee, the remaining members of the Oversight Committee, without further order of the Court but upon seven business days' prior notice to the U.S. Trustee, the Liquidation Trustee, and any party who serves the Oversight Committee with written request for such notice, may select a proposed member who shall be a holder of an Allowed General Unsecured Claim that has been classified in Class 3 under the Plan. The Oversight Committee is authorized to retain Cooley Godward Kronish LLP and Kelly Hart Hallman LLP as counsel and such other professional persons as have previously been approved by the Bankruptcy Court or as it deems necessary and appropriate, who shall be compensated from the Trust Assets on a monthly basis. Members of the Oversight Committee shall be entitled to indemnification from the Trust Assets in the same manner as the Liquidation Trustee for service as members of the Oversight Committee from and after the Effective Date of the Plan under or in connection with this Agreement.

(b) The Liquidation Trustee shall report to the Oversight Committee on at least a monthly basis, or such other period as subsequently agreed to between the Oversight Committee and the Liquidation Trustee, as to the status of all material litigation, and claims objections, and all other material matters affecting the Liquidation Trust. The Liquidation Trustee's failure to receive objections from members of the Oversight Committee within seven days after written (including facsimile or electronic) notice is provided to the Oversight Committee of a proposed action shall be deemed approval of the Oversight Committee for purposes of this Section. In the event Liquidation Trustee and counsel for the Oversight

Committee agree that urgent circumstances require a more expedited decision, such decision may be made upon less than seven days notice, and with the mutual agreement of the Liquidation Trustee and counsel to the Oversight Committee, without notice, provided that the Liquidation Trustee and the counsel to the Oversight Committee are in agreement on the course of action to be pursued.

II RIGHTS, POWERS AND DUTIES OF LIQUIDATION TRUSTEE

2.1 General. As of the Effective Date, the Liquidation Trustee shall take possession and charge of the Trust Assets and, subject to the provisions hereof and in the Plan, shall have full right, power and discretion to manage the affairs of the Liquidation Trust, subject to Section 1.6(b) above. Except as otherwise provided herein and in the Plan, the Liquidation Trustee shall have the right and power to enter into any covenants or agreements binding the Liquidation Trust and in furtherance of the purpose hereof and of the Plan and to execute, acknowledge and deliver any and all instruments that are necessary or deemed by the Liquidation Trustee to be consistent with and advisable in connection with the performance of his or her duties hereunder. On and after the Effective Date, the Liquidation Trustee, at the direction and with the consent of the Oversight Committee in each instance, shall have the power and responsibility to do all acts contemplated by the Plan to be done by the Liquidation Trustee and all other acts that may be necessary or appropriate in connection with the disposition of the Trust Assets and the distribution of the proceeds thereof, as contemplated by the Plan, including, without limitation:

(a) To exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken by any partner, member, officer, director or shareholder of the Debtors with like effect as if authorized, exercised and taken by unanimous action of such partners, members, officers, directors and shareholders; including, without limitation, amendment of the certificates of incorporation and by-laws of the Debtors, merger of any Debtor into another Debtor and the dissolution of any Debtor;

(b) To maintain escrows and other accounts, make Distributions and take other actions consistent with the Plan and the implementation hereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves, in the name of the Debtors or the Liquidation Trustee, even in the event of the dissolution of the Debtors;

(c) Subject to the applicable provisions of the Plan, to collect and liquidate Trust Assets pursuant to the Plan and to administer the winding-up of the affairs of the Debtors;

(d) To object to any Claims (Disputed or otherwise), including, without limitation, as discussed in Section 8.1 of the Plan, and to defend, compromise and/or settle any Claims prior to or following objection without the necessity of approval of the Court, and/or to seek Court approval for any Claims settlement, to the extent thought appropriate by the Liquidation Trustee or to the extent such approval is required by prior order of the Court;

(e) To make decisions in consultation with the Oversight Committee, without further Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidation Trust and to pay, from the Wind-down Reserve, the charges

incurred by the Liquidation Trust on or after the Effective Date for services of professionals, disbursements, expenses or related support services relating to the winding down of the Debtors and implementation of the Plan, without application to the Court;

(f) To cause, on behalf of the Liquidation Trust, the Debtors and the Estates, all necessary tax returns and all other appropriate or necessary documents related to municipal, State, Federal or other tax law to be prepared or filed timely;

(g) To make all Distributions to holders of Allowed Claims provided for or contemplated by the Plan;

(h) To invest Cash in accordance with section 345 of the Bankruptcy Code or as otherwise permitted by a Final Order of the Court and as deemed appropriate by the Liquidation Trustee in accordance with the investment and deposit guidelines set forth in Section 2.4 of this Agreement;

(i) To collect any accounts receivable or other claims and assets of the Debtors or the Estates not otherwise disposed of pursuant to the Plan, including all Non-Debtor Intercompany Claims;

(j) To enter into any agreement or execute any document required by or consistent with the Plan and perform all of the obligations of the Debtors or the Liquidation Trustee thereunder;

(k) To abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization approved by the Oversight Committee, any assets that the Liquidation Trustee concludes are of not benefit to creditors of the Estates or, at the conclusion of the Chapter 11 Cases, are determined to be too impractical to distribute;

(l) To investigate, prosecute and/or settle Litigation Causes of Action (in consultation with the Oversight Committee), participate in or initiate any proceeding before the Court or any other court of appropriate jurisdiction, participate as a party or otherwise in any administrative, arbitratve or other non-judicial proceeding, litigate or settle such Litigation Causes of Action on behalf of the Liquidation Trust and pursue to settlement or judgment such actions;

(m) To utilize Trust Assets to purchase or create and carry all appropriate insurance policies and pay all insurance premiums and costs it deems necessary or advisable to insure the acts and omissions of the Liquidation Trustee, and if appropriate, the Oversight Committee.

(n) To implement and/or enforce all provisions of the Plan;

(o) To maintain appropriate books and records (including financial books and records);

(p) To collect and liquidate Trust Assets pursuant to the Plan and administer the winding-up of the affairs of the Debtors including, but not limited to, closing the Chapter 11 Cases;

(q) To pay fees incurred pursuant to 28 U.S.C. § 1930(a)(6) and to file with the Court and serve on the United States Trustee monthly financial reports until such time as such reports are no longer required, a final decree is entered closing these Cases or the Cases and converted or dismissed, or the Court orders otherwise;

(r) To provide the Oversight Committee, within 20 days after the end of each month, with a monthly report setting forth (i) the receipt and disposition by the Liquidation Trustee of property of the Estates or the Debtors during the prior month, including the disposition of funds in the Liquidation Trust, the Wind-down Reserve and Distribution Fund; (ii) all Disputed Claims resolved by the Liquidation Trustee during such period and all remaining Disputed Claims; (iii) all known material non-Cash assets of the Debtors remaining to be disposed of; (iv) the status of Litigation Causes of Action and other causes of action; (v) an itemization of all expenses the Liquidation Trustee anticipates will become due and payable within the subsequent three months; and (v) the Liquidation Trustee's forecast of cash receipts and expenses for the subsequent three months; and

(s) To do all other acts or things consistent with the provisions of the Plan that the Liquidation Trustee deems reasonably necessary or desirable with respect to implementing the Plan.

Other than the obligations of the Liquidation Trustee enumerated or referred to herein or under the Plan, the Liquidation Trustee shall have no duties or obligations of any kind or nature respecting the implementation and administration of the Plan or this Agreement.

2.2 Costs. On and after the Effective Date, the Liquidation Trustee, with the consent of the Committee, shall reserve Cash reserves from the Trust Assets to be held in a Liquidation Trust wind-down fund (as defined in the Plan, the "Wind-down Reserve") or reserved for payment of Disputed Claims and Claims having priority under the Bankruptcy Code. The Wind-down Reserve shall be used to pay amounts due to the Liquidation Trustee pursuant to Section 2.7 hereof and the fees and expenses of any counsel, consultant or other advisor or agent retained by the Liquidation Trustee pursuant to this Agreement as well as other expenses of the liquidation of the Debtors. In the event that amounts held in the Wind-down Reserve, together with proceeds of any disposition of Trust Assets available for such purpose, are insufficient to make payments as provided in this Section 2.2, the Liquidation Trustee shall, unless Reserves sufficient for such purpose have otherwise been made available from any other sources including other accounts of the Liquidation Trust, have no obligation to make such payments.

2.3 Distributions. Pursuant to the Plan, the Liquidation Trustee shall record and account for all proceeds received upon any disposition of Trust Assets (after deduction therefrom of appropriate reserves as provided herein and in the Plan) for distribution in accordance with the provisions of the Plan. Pursuant to Sections 7.10.1 and 7.10.2 of the Plan, the Liquidation Trustee may transfer Trust Assets to the Disbursing Agent retained to make all Distributions required under the Plan.

2.4 Limitations on Investment Powers of Liquidation Trustee. Funds in the Liquidation Trust shall be invested in demand and time deposits in banks or other savings institutions, or in other temporary, liquid investments, such as Treasury bills, consistent with the liquidity needs of the Liquidation Trust as determined by the Liquidation Trustee and the Oversight Committee, and need not be invested in accordance with section 345 of the Bankruptcy Code unless the Bankruptcy Court otherwise requires. All such investments shall comply with the limitations contained in Revenue Procedure 94-45, 1994-2 C.B. 684 and any other limitations imposed on a liquidating trust, within the meaning of Treasury Regulation § 301.7701-4(d), pursuant to the Treasury Regulations, or any modification in the Internal Revenue-Service-guidelines.

2.5 Liability of Liquidation Trustee.

(a) Standard of Care. Except in the case of willful misconduct, gross negligence or fraud, the Liquidation Trustee shall not be liable for any loss or damage by reason of any action taken or omitted by it pursuant to the discretion, powers and authority conferred, or in good faith believed by the Liquidation Trustee to be conferred, on the Liquidation Trustee by this Agreement or the Plan.

(b) No Liability for Acts of Predecessors. No successor Liquidation Trustee shall be in any way responsible for the acts or omissions of any Liquidation Trustee in office prior to the date on which such successor becomes the Liquidation Trustee, unless a successor Liquidation Trustee expressly assumes such responsibility.

(c) No Implied Obligations. Subject to Section 1.4 hereof, the Liquidation Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Liquidation Trustee.

(d) No Liability for Good Faith Error of Judgment. The Liquidation Trustee shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Liquidation Trustee was grossly negligent in ascertaining the pertinent facts.

(e) Reliance by Liquidation Trustee on Documents or Advice of Counsel or Other Persons. Except as otherwise provided herein, the Liquidation Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by the Liquidation Trustee to be genuine and to have been signed or presented by the proper party or parties. The Liquidation Trustee also may engage and consult with legal counsel for the Liquidation Trust and other agents and advisors and shall not be liable for any action taken or suffered by the Liquidation Trustee in reliance upon the advice of such counsel, agents or advisors. The Liquidation Trustee or the Oversight Committee shall have the right at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Trust Assets.

(f) No Personal Obligation for Trust Liabilities. Persons dealing with the Liquidation Trustee, or seeking to assert claims against the Debtors, shall look only to the Trust Assets to satisfy any liability incurred by the Liquidation Trustee to any such Person in carrying

out the terms of this Agreement, and the Liquidation Trustee shall have no personal, individual obligation to satisfy any such liability.

2.6 Selection of Agents. The Liquidation Trustee may engage any employee of the Debtors or other persons, and also may engage or retain Disbursing Agents, brokers, banks, custodians, investment and financial advisors, attorneys (including existing counsel to the Oversight Committee or the Debtors), accountants (including existing accountants for the Oversight Committee or the Debtors) and other advisors and agents, in each case without Bankruptcy Court approval. The Liquidation Trustee may pay the salaries, fees and expenses of such persons from amounts in the Wind-down Reserve, or, if such amounts are insufficient therefor, out of the Trust Assets or proceeds thereof. In addition, the parties acknowledge that Trust Assets may be advanced to satisfy such salaries, fees and expenses. The Liquidation Trustee shall not be liable for any loss to the Liquidation Trust or any person interested therein by reason of any mistake or default of any such Person referred to in this Section 2.6 selected by the Liquidation Trustee in good faith and without either gross negligence or intentional malfeasance.

2.7 Liquidation Trustee's Compensation, Indemnification and Reimbursement.

(a) As compensation for services in the administration of this Liquidation Trust, the Liquidation Trustee shall be compensated as specified on Schedule A attached hereto. The Liquidation Trustee shall also be reimbursed for all documented actual, reasonable and necessary out-of-pocket expenses incurred in the performance of its duties hereunder.

(b) In addition, the Liquidation Trustee shall be indemnified by and receive reimbursement from the Trust Assets against and from any and all loss, liability, expense (including attorneys' fees) or damage which the Liquidation Trustee incurs or sustains, in good faith and without either gross negligence or intentional malfeasance, acting as Liquidation Trustee under or in connection with this Agreement.

(c) It is anticipated and intended that the Liquidation Trustee devote his or her attention to the prompt and orderly administration of the Liquidation Trust and Plan. If the Liquidation Trustee and the Oversight Committee agree that the Liquidation Trustee is able to fulfill its obligations under this Agreement and the Plan by devoting a portion of each work-day or work-week to performing the services set forth herein, the Liquidation Trustee may be retained only on a part-time basis on terms to be agreed upon between the Liquidation Trustee and Oversight Committee. Subject to the consent of the Oversight Committee, with such consent not to be unreasonably withheld, the Liquidation Trustee may accept employment elsewhere during any period of part-time services, provided such additional employment does not result in a conflict of interest with his obligations hereunder. Either the Oversight Committee or the Liquidation Trustee may provide thirty (30) days' prior written notice to the other party notifying such party that the Oversight Committee or Liquidation Trustee, as applicable, believes that the Liquidation Trustee's full-time engagement hereunder is no longer required, whereupon the parties agree to in good faith negotiate satisfactory part time engagement terms. If within the notice period the Oversight Committee and Liquidation Trustee cannot agree on such terms (and subject to the Oversight Committee's right to remove the Liquidation Trustee at any time under Section 4.2 hereof), either may opt to terminate the Liquidation Trustee's engagement as of thirty

(30) additional days after the expiration of the notice period, or when the appointment of a successor Liquidation Trustee becomes effective.

(d) The Liquidation Trustee is hereby authorized to obtain all reasonable insurance coverage for himself, his agents, representatives, employees or independent contractors, including, without limitation, coverage with respect to the liabilities, duties and obligations of the Liquidation Trustee and his agents, representatives, employees or independent contractors under the Plan and this Agreement.

2.8 Tax Matters.

(a) Income Tax Treatment.

(i) The Debtors, the Liquidation Trustee and the holders of Allowed General Unsecured Claims shall treat the Liquidation Trust as a "liquidating trust" within the meaning of Treasury Regulation § 301.7701-4(d) and any comparable provision of state or local law. For income tax purposes, the Debtors, the Liquidation Trustee and the holders of Allowed General Unsecured Claims shall treat the transfer of the Trust Assets to the Liquidation Trust as (a) the transfer of the Trust Assets by the Debtors to the holders of Allowed General Unsecured Claims (subject to any liabilities of the Debtors to which such assets are subject), followed by (b) the transfer of such assets (subject to such liabilities) by the holders of Allowed General Unsecured Claims to the Liquidation Trust in exchange for their beneficial interests therein. For the avoidance of doubt, the holders of Allowed General Unsecured Claims are not intended to be treated for federal income tax purposes as receiving Trust Assets contributed to any disputed claim reserve until such time as the disputed claim reserve makes distributions, in which case (and at which time) the holders of Allowed General Unsecured Claims are intended to be treated as receiving the distributions actually received from the disputed claim reserve, if any.

(ii) As soon as reasonably possible after the Effective Date, the Liquidation Trustee shall, in consultation with the Oversight Committee, determine the fair market value of each Trust Asset other than Cash based on a good faith determination and the advice of any professional retained by the Liquidation Trustee for this purpose. The Liquidation Trustee shall then, as soon as reasonably possible after such determination, notify each holder of an Allowed General Unsecured Claim of the value of such holder's interest in the Liquidation Trust. The Debtors, the Liquidation Trustee, the holders of Allowed General Unsecured Claims and all other parties shall consistently use such values for all federal income tax purposes.

(iii) The holders of Allowed General Unsecured Claims shall be treated for tax purposes as the grantors and deemed owners of their respective shares of the Liquidation Trust. As such, the holders of Allowed General Unsecured Claims shall include in their taxable incomes their respective shares of each item of the Liquidation Trust's income, gain, deduction, loss and credit.

(iv) All income of the Liquidation Trust and any disputed claim reserve will be subject to tax on a current basis.

(b) Tax Returns.

(i) The Liquidation Trustee shall timely file all tax returns required to be filed by the Liquidation Trust on the basis that the Liquidation Trust is a grantor trust pursuant to Treasury Regulation § 1.671-4(a), and the Liquidation Trustee may require any holder of an Allowed General Unsecured Claim to provide the Trustee with certain tax information that may be necessary for the Liquidation Trustee to timely file such tax returns.

(ii) As soon as reasonably possible after the close of each calendar year, the Liquidation Trustee shall send each holder of an Allowed General Unsecured Claim a statement setting forth such holder's share of the Liquidation Trust's income, gain, deduction, loss and credit for the year and shall instruct the holder to report all such items on his, her or its tax returns for such year and pay any tax due with respect thereto.

(iii) The Liquidation Trustee shall timely file all tax returns required to be filed with respect to the disputed claim reserve on the basis that the disputed claim reserve is a discrete trust pursuant to Section 641 et seq. of the Internal Revenue Code. The Liquidation Trustee shall pay from the Trust Assets any taxes required to be paid with respect to the disputed claim reserve's undistributed income or gains.

(iv) The Liquidation Trustee may request an expedited determination of the taxes owed by the Liquidation Trust or the disputed claim reserve under Section 505(b) of the Bankruptcy Code for any tax return for which such determination may be requested.

(v) The Liquidation Trustee shall cause to be prepared, at the cost and expense of the Liquidation Trust, tax returns (Federal, state and local) that the Debtors are required to file. The Liquidation Trustee shall timely file each such tax return with the appropriate taxing authority and shall pay out of the Trust Assets all taxes due with respect to the period covered by each such tax return. The Debtors hereby agree to furnish to the Liquidation Trustee all information required by the Liquidation Trustee, and generally to cooperate with the Liquidation Trustee, so as to enable the Liquidation Trustee to accurately and timely prepare such tax returns.

(c) **Withholding.** The Liquidation Trustee shall withhold and pay over to the appropriate taxing authority any amount required to be withheld under tax laws with respect to any distribution pursuant to this Agreement or the Plan. Any tax withheld shall be treated as distributed to the distributee for purposes of this Agreement. The Liquidation Trustee may require that any distributee certify to the Liquidation Trustee's satisfaction such distributee's taxpayer identification number (assigned by the Internal Revenue Service), or certify to the Liquidation Trustee's satisfaction that distributions to the distributee are exempt from backup withholding, and the Liquidation Trustee may condition any distribution on receipt of such information.

2.9 [Reserved.]

2.10 **Conflicting Claims.** If the Liquidation Trustee becomes aware of any disagreement or conflicting claims with respect to the Trust Assets, or is in good faith doubt as to any action that should be taken under this Agreement, the Liquidation Trustee may take any or all of the following actions as reasonably appropriate:

(i) to the extent of such disagreement or conflict, or to the extent deemed by the Liquidation Trustee necessary or appropriate in light of such disagreement or conflict, withhold or stop all further performance under this Agreement with respect to the matter of such dispute (except, in all cases, the safekeeping of the Trust Assets) until the Liquidation Trustee is reasonably satisfied that such disagreement or conflicting claims have been fully resolved; or

(ii) file a suit in interpleader or in the nature of interpleader in the Bankruptcy Court (or any other court of competent jurisdiction) and obtain an order requiring all Persons involved to litigate in the Bankruptcy Court their respective claims arising out of or in connection with this Agreement; or

(iii) file any other appropriate motion for relief in the Bankruptcy Court (or any other court of competent jurisdiction).

2.11 Records of Liquidation Trustee. The Liquidation Trustee shall maintain accurate records of receipts and disbursements and other activity of the Liquidation Trust, and duly authorized representatives of the Oversight Committee shall have reasonable access to the records of the Liquidation Trust. The books and records maintained by the Liquidation Trustee, as well as any and all other books and records of the Debtors, may be disposed of by the Liquidation Trustee at such time as the Liquidation Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Liquidation Trust or its beneficiaries, or upon the termination of the Liquidation Trust, provided that at least (30) thirty days' notice of the intention to dispose of such books and records has been provided to the Oversight Committee, and to all persons entitled to notice under the Plan.

2.12 Bond. The Liquidation Trustee shall obtain a bond satisfactory to the Oversight Committee in favor of the Liquidation Trust in an amount to be determined from time to time by the Oversight Committee, the cost of which shall be an expense of the Wind-down Budget. Any bond shall require thirty (30) days' notice to the Oversight Committee before termination or renewal.

III RIGHTS, POWERS AND DUTIES OF BENEFICIARIES.

3.1 Interests of Beneficiaries. The holders of Allowed General Unsecured Claims shall have beneficial interests in the Trust Assets as provided in the Plan. The proportionate interests of holders of Allowed General Unsecured Claims in the Trust Assets as thus determined shall be transferable, subject, as applicable, to Bankruptcy Rule 3001(e) and any other provision of law, but shall not be binding on the Trustee unless and until the transfer has been accepted by the Liquidation Trustee.

3.2 Interests Beneficial Only. The ownership of a beneficial interest hereunder shall not entitle any holder of an Allowed General Unsecured Claim to any title in or to the Trust Assets as such (which title shall be vested in the Liquidation Trustee) or to any right to call for a partition or division of Trust Assets or to require an accounting.

IV AMENDMENT OF TRUST OR CHANGE IN TRUSTEE.

4.1 Resignation of the Liquidation Trustee. The Liquidation Trustee may resign by an instrument in writing signed by the Liquidation Trustee and filed with the Bankruptcy Court with notice to the Oversight Committee, provided that the Liquidation Trustee shall continue to serve as such after his resignation for thirty (30) days or, if longer, until the time when appointment of his successor shall become effective in accordance with Section 4.3 hereof, or as otherwise agreed with the Oversight Committee.

4.2 Removal of the Liquidation Trustee. The Oversight Committee may remove the Liquidation Trustee with or without cause at any time by majority vote. Such removal shall be effective thirty (30) days after the Oversight Committee's determination or as otherwise agreed with the Oversight Committee, or after such shorter period (or immediately) as the Oversight Committee may direct for cause. Upon removal of the Liquidation Trustee by the Oversight Committee in accordance with this Section 4.2 other than for cause, the Liquidation Trustee shall be entitled to all compensation that has accrued through the effective date of termination, but remains unpaid as of such date which payment shall be made promptly from the Wind Down Reserve. For the purposes of this Agreement, "cause" shall mean (a) the willful and continued refusal by the Liquidation Trustee to perform his duties as set forth herein; (b) gross negligence, gross misconduct, fraud, embezzlement or theft; or (c) such other cause as the Oversight Committee shall in good faith determine.

4.3 Appointment of Successor Liquidation Trustee. In the event of the death, resignation, termination, incompetence or removal of the Liquidation Trustee, the Oversight Committee may appoint a successor Liquidation Trustee without the approval of the Bankruptcy Court, which the parties acknowledge shall nevertheless retain jurisdiction to resolve any disputes in connection with the service of the Liquidation Trustee or his successor. If the Oversight Committee fails to appoint a successor Liquidation Trustee within 30 days of the occurrence of a vacancy, any Trust Beneficiary, any Debtor still existing, or the outgoing Liquidation Trustee may petition the Bankruptcy Court for such appointment. Every successor Liquidation Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the predecessor Liquidation Trustee (if practicable) an instrument accepting such appointment and the terms and provisions of this Agreement, and thereupon such successor Liquidation Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers and duties of the retiring Liquidation Trustee.

4.4 Continuity. Unless otherwise ordered by the Bankruptcy Court, the death, resignation, incompetence or removal of the Liquidation Trustee shall not operate to terminate or to remove any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by the Liquidation Trustee. In the event of the resignation or removal of the Liquidation Trustee, the Liquidation Trustee shall promptly execute and deliver such documents, instruments, final reports, and other writings as may be reasonably requested from time to time by the Bankruptcy Court, the Oversight Committee or the successor Liquidation Trustee.

4.5 Amendment of Agreement. This Agreement may be amended, modified, terminated, revoked or altered only upon (i) order of the Bankruptcy Court; or (ii) agreement of the Liquidation Trustee and the Oversight Committee.

V TERMINATION OF TRUST

The Liquidation Trust shall terminate upon the earliest to occur of (a) the fulfillment of the Liquidation Trust's purpose by the liquidation of all of the Trust Assets and the distribution of the proceeds of the liquidation thereof in accordance with the Plan; or (b) the fifth anniversary of the Effective Date, subject to (i) the Liquidation Trustee's election to extend such period for an additional year (approved by the Bankruptcy Court within six (6) months of the fifth anniversary of the Effective Date), and (ii) any additional fixed extension of such period approved by the Bankruptcy Court within six (6) months of the then current termination date. A Bankruptcy Court's approval of any extension of the Liquidation Trust's termination date must be based upon a finding that the extension is necessary to the Liquidation Trust's purpose of liquidating the Trust Assets.

VI RETENTION OF JURISDICTION

Subject to the following sentence, the Bankruptcy Court shall have exclusive jurisdiction over the Liquidation Trust, the Liquidation Trustee and the Trust Assets as provided in the Plan, including the determination of all controversies and disputes arising under or in connection with the Liquidation Trust or this Agreement. However, if the Bankruptcy Court abstains or declines to exercise such jurisdiction or is without jurisdiction under applicable law, any other court of competent jurisdiction may adjudicate any such matter.

VII MISCELLANEOUS

7.1 Applicable Law. The Liquidation Trust created by this Agreement shall be construed in accordance with and governed by the laws of the State of Texas without giving effect to principles of conflict of laws, but subject to any applicable federal law.

7.2 Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

7.3 Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership or joint venture of any kind.

7.4 Interpretation. Section and paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision hereof.

7.5 Savings Clause. If any clause or provision of this Agreement shall for any reason be held invalid or unenforceable by the Bankruptcy Court, such invalidity or unenforceability shall not affect any other clause or provision hereof, but this Agreement shall be construed, insofar as reasonable to effectuate the purpose hereof, as if such invalid or unenforceable provision had never been contained herein.

7.6 Entire Agreement. This Agreement and the Plan constitute the entire agreement by and among the parties and there are no representations, warranties, covenants or obligations with respect to the subject matter hereof except as set forth herein or therein. This Agreement together with the Plan supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to such subject matter. Except as otherwise authorized by the Bankruptcy Court or specifically provided in this Agreement or in the Plan, nothing in this Agreement is intended or shall be construed to confer upon or to give any Person other than the parties hereto and the Oversight Committee any rights or remedies under or by reason of this Agreement.

7.7 Counterparts. This Agreement may be executed by facsimile or electronic transmission and in counterparts, each of which when so executed and delivered shall be an original document, but all of which counterparts shall together constitute one and the same instrument.

7.8 Notices.

(a) All notices, requests or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be deemed given five Business Days after first-class mailing, one Business Day after sending by overnight courier, or on the first Business Day after facsimile or electronic transmission.

(i) if to the Liquidation Trustee:

c/o Clear Thinking Group
401 Towne Center
Hillsborough, New Jersey 08844
Attn: Dorene Robotti
Cell Tel.: 860-573-4834
Fax: 908-359-5940

(ii) if to the Debtors:

BTWW Retail, L.P.
c/o Clear Thinking Group
401 Towne Center
Hillsborough, New Jersey 08844
Attn: Alan Minker
Cell Tel.: 248-219-8894
Fax: 908-359-5940 with copies to:

WARNER STEVENS, L.L.P.
301 Commerce Street, Suite 1700
Fort Worth, Texas 76102
Attn: David T. Cohen, Esq.
Alexandra P. Olenczuk, Esq.
Tel.: (817) 810-5250
Fax: (817) 810-5255

(iii) If to the Oversight Committee:

COOLEY GODWARD KRONISH LLP
1114 Avenue of the Americas
New York, NY 10036-7798
Attn: Jay R. Indyke, Esq.
Eric Haber, Esq.
Tel: (212) 479-6000
Fax: (212) 479-6275

-and-

KELLY HART & HALLMAN LLP
201 Main Street, Suite 2500
Fort Worth, Texas 76102
Attn: Clay M. Taylor, Esq.
Tel.: (817) 332-2500
Fax: (817) 878-9280

(iv) if to any holder of an Allowed Claim, to such address as such holder shall have furnished to the Debtors in writing prior to the Effective Date.

(b) Any Person may change the address at which it is to receive notices under this Agreement by furnishing written notice to the Liquidation Trustee in the same manner as above.

7.9 Effective Date. This Agreement shall become effective as of the Effective Date.

7.10 Successors and Assigns. This Agreement shall be binding upon each of the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties, Committee, the Trust Beneficiaries and, subject to the provisions hereof, their respective successors and assigns.

7.11 Conflict with the Plan. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall govern.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed as of the day and year first above written.

BTWW RETAIL, L.P., CORRAL WEST
RANCHWEAR, LLC, CWR WORKWEAR
DEPOT, LLC, AND CORRAL WEST
RANCHWEAR CATALOG, LLC

By: _____
Name:
Title:

CLEAR THINKING GROUP, LIQUIDATION
TRUSTEE OF BTWW LIQUIDATION TRUST

By: _____
Name:
Title:

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF BTWW RETAIL, L.P., et al.

By: Michael W. Durant
Name: Michael W. Durant
Title: Chairperson

SCHEDULE A

**TERMS OF COMPENSATION AND REIMBURSEMENT OF EXPENSES OF THE
LIQUIDATION TRUSTEE**

1. COMPENSATION

Beginning at the Effective Date (as defined in the Plan), the Liquidation Trustee shall be employed and compensated at the following hourly rates calculated in tenths of an hour:

Managing Directors	\$325
Managers	\$300
Consultants	\$250
Administrative Support	\$100

Clear Thinking Group reviews its hourly rates in January of each year.

2. COMPUTATION OF HOURS; RECORDKEEPING

- (a) For the purpose of calculating the days and hours in respect of which the Liquidation Trustee may receive compensation under Section 1 above, travel times shall be included in the number of hours expended at one-half otherwise applicable rates, but only if such travel is for the purpose of conducting Liquidation Trustee activities. Travel by the Liquidation Trustee for personal reasons, including travel to and from any residence of the Liquidation Trustee, shall not be included in the number of hours expended.
- (b) The Liquidation Trustee shall maintain a record of its time expended in his capacity as Liquidation Trustee, which shall include a brief description of such activities. The record shall be available for inspection and copying by the Committee. The Liquidation Trustee shall report to the Committee, as part of the reporting to be provided to the Committee under the Liquidation Trust Agreement, as to the amount of time so expended during each month.

3. REIMBURSEMENT OF EXPENSES

The Liquidation Trustee shall be entitled to reimbursement for documented actual and reasonable expenses incurred in performing his duties as the Liquidation Trustee, and may submit a report of monthly expenses, if any, with each report under Section 2 above.

EXHIBIT B

Int. Cl.: 25

Prior U.S. Cls.: 22 and 39

United States Patent and Trademark Office

Reg. No. 3,100,511

Registered June 6, 2006

TRADEMARK
PRINCIPAL REGISTER

RED LODGE
Trading Company Since 1951

CORRAL WEST RANCHWEAR, INC. (WYOMING
CORPORATION)
4519 FRONTIER MALL DRIVE
CHEYENNE, WY 82009

FOR: WESTERN-STYLE SHIRTS, PANTS, SKIRTS,
CAPS, HATS, AND JACKETS, IN CLASS 25 (U.S. CLS.
22 AND 39).

FIRST USE 9-1-1996; IN COMMERCE 9-15-1996.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "TRADING COMPANY SINCE
1951", APART FROM THE MARK AS SHOWN.

SER. NO. 78-627,121, FILED 5-10-2005.

DORITT L. CARROLL, EXAMINING ATTORNEY

EXHIBIT C

Int. Cl.: 25

Prior U.S. Cls.: 22 and 39

United States Patent and Trademark Office

Reg. No. 3,087,521

Registered May 2, 2006

TRADEMARK
PRINCIPAL REGISTER

RED LODGE

CORRAL WEST RANCHWEAR, INC. (WYOMING
CORPORATION)
4519 FRONTIER MALL DRIVE
CHEYENNE, WY 82009

FOR: SHIRTS, PANTS, SKIRTS, CAPS, HATS,
AND JACKETS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 9-1-1996; IN COMMERCE 9-15-1996.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

SER. NO. 78-627,150, FILED 5-10-2005.

LIZA MURCIA, EXAMINING ATTORNEY