

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILLIAMSON-DICKIE MANUFACTURING COMPANY		12/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	P. O. Box 33035
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2552686	AMERICAN WORKER OF THE YEAR
Registration Number:	4223112	DICKIES FT. WORTH, TX SINCE 1922
Registration Number:	4196650	DICKIES AMERICAN WORKER OF THE YEAR
Registration Number:	4032623	DICKIES 1922
Registration Number:	4057009	GENUINE DICKIES
Registration Number:	4057010	GENUINE DICKIES
Registration Number:	3932552	DICKIE'S 1922 FORT WORTH, TEXAS
Registration Number:	3941520	FT. WORTH, TX DICKIES SINCE 1922
Registration Number:	3912043	774
Registration Number:	4010280	EARN THEM
Registration Number:	3424445	WORKWEAR WORKERS WANT TO WEAR
Registration Number:	3597326	STAYDARK
Registration Number:	3636842	FLEXWAIST
Registration Number:	3755276	SUSTAINABLE · RENEWABLE

**TRADEMARK**

Registration Number:	3753159	WEAR WITH PURPOSE
Registration Number:	3753161	WEAR WITH PURPOSE
Serial Number:	85724503	DICKIES

**CORRESPONDENCE DATA**

Fax Number: 2146614691  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-953-6691  
 Email: b.k.drinkwater@bakerbotts.com  
 Correspondent Name: B. K. Drinkwater, c/o Baker Botts L.L.P.  
 Address Line 1: 2001 Ross Avenue, Suite 600  
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	002642.2363
NAME OF SUBMITTER:	B. K. Drinkwater
Signature:	/B. K. Drinkwater/
Date:	12/07/2012

**Total Attachments: 7**  
 source=Williamson-Dickie JPMorgan Security Interest#page1.tif  
 source=Williamson-Dickie JPMorgan Security Interest#page2.tif  
 source=Williamson-Dickie JPMorgan Security Interest#page3.tif  
 source=Williamson-Dickie JPMorgan Security Interest#page4.tif  
 source=Williamson-Dickie JPMorgan Security Interest#page5.tif  
 source=Williamson-Dickie JPMorgan Security Interest#page6.tif  
 source=Williamson-Dickie JPMorgan Security Interest#page7.tif

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK  
APPLICATIONS AND TRADEMARK LICENSES)

December 7, 2012

WHEREAS, WILLIAMSON-DICKIE MANUFACTURING COMPANY, a Delaware corporation (herein called "Grantor"), owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, WILLIAMSON-DICKIE HOLDING COMPANY, a Delaware corporation, GRANTOR, JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" or "Grantee"), and the LENDERS from time to time party thereto have entered into a Second Amended and Restated Credit Agreement dated as of December 7, 2012 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Second Amended and Restated Security Agreement dated as of December 7, 2012 made by Grantor and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and

benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

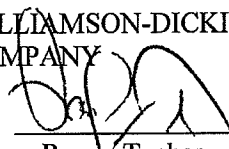
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

WILLIAMSON-DICKIE MANUFACTURING  
COMPANY

By:  \_\_\_\_\_

Name: Randy Teuber

Title: Executive Vice President and  
Chief Financial Officer

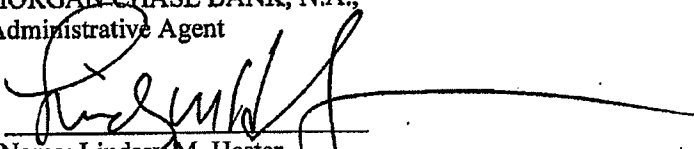
Trademark Security Agreement (Manufacturing)

**TRADEMARK**  
**REEL: 004915 FRAME: 0318**

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:

  
Name: Lindsey M. Hester

Title: AUTHORIZED OFFICER

Trademark Security Agreement (Manufacturing)

TRADEMARK  
REEL: 004915 FRAME: 0319



Schedule 1

Registered Trademarks

Country	Registered Trademark	Reg. No.	Reg. Date
UNITED STATES	AMERICAN WORKER OF THE YEAR	2,552,686	3/26/02
UNITED STATES	DICKIES FT. WORTH, TX SINCE 1922 (word)	4,223,112 (S/N 85/418,651)	10/9/2012 (Filed: 9/9/2011)
UNITED STATES	DICKIES AMERICAN WORKER OF THE YEAR	4,196,650 (S/N 85/190,440)	8/28/2012 (Filed: 12/3/2010)
UNITED STATES	DICKIES 1922 (word)	4,032,623 (S/N 85/112,290)	9/27/2011 (Filed: 8/20/2010)
UNITED STATES	GENUINE DICKIES (w/color)	4,057,009 (S/N 77/952,427)	11/15/201 1 (Filed: 3/6/2010)
UNITED STATES	GENUINE DICKIES (B&W)	4,057,010 (S/N 77/952,428)	11/15/201 1 (Filed: 3/6/2010)
UNITED STATES	DICKIE'S 1922 FORT WORTH, TEXAS & Design	3,932,552 (S/N 77/952,436)	3/15/2011 (Filed: 3/6/2010)
UNITED STATES	FT. WORTH, TX DICKIES SINCE 1922 & Design	3,941,520 (S/N 77/858,061)	4/5/2011 (Filed: 10/27/200 9)
UNITED STATES	774	3,912,043 (S/N 77/844,218)	1/25/2011 (Filed:10/8 /2009)
UNITED STATES	EARN THEM (word)	4,010,280 (S/N 85/046,668)	8/9/2011 (Filed: 5/25/2010)
UNITED STATES	WORKWEAR WORKERS WANT TO WEAR (word)	3,424,445	05/06/08
UNITED STATES	STAYDARK (word)	3,597,326	03/31/09
UNITED STATES	FLEXWAIST	3,636,842	06/09/09
UNITED STATES	SUSTAINABLE-RENEWAL & World Leaf Design (no color claimed)	3,755,276	03/02/10
UNITED STATES	WEAR WITH PURPOSE (WORD)	3,753,159 (S/N 77/626,647)	2/23/2010 (Filed: 12/4/2008)



Country	Registered Trademark	Reg. No.	Reg. Date
UNITED STATES	WEAR WITH PURPOSE (WORD)	3,753,161 (S/N 77/626,694)	2/23/2010 (Filed: 12/4/2008)

Trademark Applications

Country	Trademark	Application No.	Filing Date
UNITED STATES	WEAR WITH PURPOSE (word)	77/626,585 (ITU)	12/4/08
UNITED STATES	DICKIES (word)	85/724,503	9/10/2012

Trademark Licenses

None.