

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 Holding Company		10/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	10 South Dearborn Street
Internal Address:	Loan and Agency Services
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3327679	WALLS FR
Registration Number:	3978346	WALLS FR
Registration Number:	3562921	WALLS
Registration Number:	0437038	BIG SMITH
Registration Number:	3262064	BIG SMITH
Registration Number:	3341399	THE WEARABLE TOOL
Registration Number:	3439065	WE ARE THE WEARABLE TOOL
Registration Number:	1084058	LIBERTY
Registration Number:	3940998	LIBERTY
Registration Number:	3376029	LIBERTY
Registration Number:	1650837	WALLS
Registration Number:	2571382	WALLS
Registration Number:	3136815	WALLS

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Registration Number:	3940997	WALLS
Registration Number:	2065296	WALLS MASTER MADE
Registration Number:	2067367	MASTER MADE
Registration Number:	3938179	MASTERMADE
Registration Number:	2522822	COMMANDER
Registration Number:	2031885	COMMANDER
Registration Number:	0838870	COMMANDER
Registration Number:	0984556	ZERO-ZONE
Registration Number:	1879874	ZERO ZONE BY WALLS
Registration Number:	2923125	BLIZZARD PRUF
Registration Number:	0983385	WALLS' BLIZZARD-PRUF
Registration Number:	3149614	10X
Registration Number:	1401342	10X
Registration Number:	3940999	10X
Registration Number:	1153248	10X
Registration Number:	1989407	
Registration Number:	4113173	
Registration Number:	4129918	
Registration Number:	0065268	DUXBAK
Registration Number:	4019651	DUXBAK
Registration Number:	0887543	DUXBAK
Registration Number:	2105694	BLACK DUCK
Registration Number:	2000548	
Registration Number:	1125594	
Registration Number:	2012336	ARCTIC ZONE
Registration Number:	1377344	LIBERTY RUGGED OUTDOOR GEAR
Registration Number:	1026828	ON THE JOB WEAR
Registration Number:	0762378	UPLAND
Registration Number:	1377385	WHISPER-LITE
Registration Number:	2170630	LEADING THE WAY OUTDOORS
Registration Number:	3423312	HELL FIGHTERS
Serial Number:	76712536	10X

CORRESPONDENCE DATA

Fax Number: 2146614924

TRADEMARK
REEL: 005164 FRAME: 0610

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

Phone: 2149536924
Email: lynn.little@bakerbotts.com
Correspondent Name: Lynn Little
Address Line 1: 2001 Ross Avenue
Address Line 2: Baker Botts L.L.P.
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	002642.2363
NAME OF SUBMITTER:	Randy Teuber
Signature:	/s/ Randy Teuber
Date:	12/02/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

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

October 30, 2013

WHEREAS, WILLIAMSON-DICKIE HOLDING 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, GRANTOR, WILLIAMSON-DICKIE MANUFACTURING COMPANY, a Delaware corporation, 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

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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 HOLDING COMPANY

By: 

Name: Randy Teuber

Title: Executive Vice President and
Chief Financial Officer

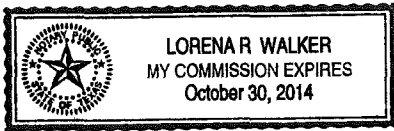
STATE OF TEXAS

§
§
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COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on this 25th day of September 2013, by Randy Teuber, the Executive Vice President and Chief Financial Officer of Williamson-Dickie Holding Company, a Delaware corporation, on behalf of said corporation.

[STAMP]



Lorena R Walker
Notary Public, State of Texas

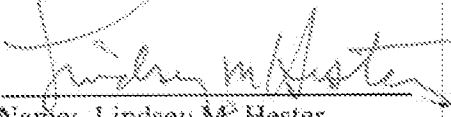
Lorena R. Walker
(printed name)

My commission expires: 10/30/14

[Seal]

Acknowledged:

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

By: 
Name: Lindsey M. Hester
Title: Authorized Officer

Schedule 1

Registered Trademarks

Country	Registered Trademark	Reg. No.	Reg. Date
UNITED STATES	WALLS FR (word)	3/327,679	10/30/2007
UNITED STATES	WALLS FR (Stylized)	3,978,346	6/14/2011
UNITED STATES	WALLS & Barb Wire Design	3,562,921	1/20/2009
UNITED STATES	BIG SMITH (Stylized)	0,437,038	3/2/1948
UNITED STATES	BIG SMITH (word)	3,262,064	7/10/2007
UNITED STATES	THE WEARABLE TOOL (word)	3,341,399	11/20/2007
UNITED STATES	WE ARE THE WEARABLE TOOL (word)	3,439,065	6/3/2008
UNITED STATES	LIBERTY (word)	1,084,058	1/31/1978
UNITED STATES	LIBERTY (word)	3,940,998	4/5/2011
UNITED STATES	LIBERTY & Design	3,376,029	1/29/2008
UNITED STATES	WALLS (word)	1,650,837	7/16/1991
UNITED STATES	WALLS (word)	2,571,382	5/21/2002
UNITED STATES	WALLS (word)	3,136,815	8/29/2006
UNITED STATES	WALLS (word)	3,940,997	4/5/2011
UNITED STATES	WALLS MASTER MADE	2,065,296	9/30/1996
UNITED STATES	MASTER MADE (word)	2,067,367	6/3/1997
UNITED STATES	MASTERMADE (word)	3,938,179	3/29/2011
UNITED STATES	COMMANDER (word)	2,522,822	12/25/2001
UNITED STATES	COMMANDER (word)	2,031,885	1/21/1997
UNITED STATES	COMMANDER (word)	838,870	11/14/1967
UNITED STATES	ZERO-ZONE (Stylized)	0984556	5/21/1974
UNITED STATES	ZERO ZONE BY WALLS (word)	1,879,874	2/21/1995
UNITED STATES	BLIZZARD PRUF (word)	2,923,125	2/1/2005
UNITED STATES	WALLS' BLIZZARD-PRUF &	0983,385	5/7/1974

Country	Registered Trademark	Reg. No.	Reg. Date
	Design		
UNITED STATES	10X	3,149,614	9/26/2006
UNITED STATES	10X (Stylized)	1,401,342	7/15/1986
UNITED STATES	10X	3,940,999	4/5/2011
UNITED STATES	10x (Stylized)	1,153,248	5/5/1981
UNITED STATES	Double Arrowhead Design	1,989,407	7/30/1996
UNITED STATES	BIB DESIGN (front)	4,113,173	3/13/2012
UNITED STATES	DESIGN (BACK)	4,129,918	4/17/2012
UNITED STATES	DUXBAK (Stylized)	065,268	9/17/1907
UNITED STATES	DUXBAK (word)	4,019,651	8/30/2011
UNITED STATES	DUXBAK & Design	0887,543	3/10/1970
UNITED STATES	BLACK DUCK (word)	2,105,694	10/14/1997
UNITED STATES	DUCK Design	2,000,548	9/17/1996
UNITED STATES	DUCK Design	1,125,594	10/2/1979
UNITED STATES	ARCTIC ZONE (word)	2,012,336	10/29/1996
UNITED STATES	LIBERTY RUGGED OUTDOOR GEAR & Design	1,377,344	1/7/1986
UNITED STATES	ON THE JOB WEAR (Stylized)	1,026,828	12/9/1975
UNITED STATES	UPLAND (word)	0762,378	12/31/1963
UNITED STATES	WHISPER-LITE (word)	1,377,385	1/7/1986
UNITED STATES	LEADING THE WAY OUTDOORS (WORD)	2,170,630	7/7/1998
UNITED STATES	HELL FIGHTERS	3423312	5/6/2008

Trademark Applications

COUNTRY	MARK	APP. NO.	FILING DATE
UNITED STATES	10X & Target Design	76/712,536	10/3/2012

Trademark Licenses

None.