

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390569

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Duck Head, LLC		07/01/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oxford Industries, Inc.		
<b>Street Address:</b>	999 Peachtree Street NE		
<b>Internal Address:</b>	Suite 688		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86154705	MADE TO BE WORN	
<b>Serial Number:</b>	86352013	TRADE MARK EST. 1865	
<b>Serial Number:</b>	86352014	TRADE MARK EST. 1865	
<b>Serial Number:</b>	86352016	TRADE MARK EST. 1865	
<b>Serial Number:</b>	86158830	O'BRYAN BROS. MANUFACTURERS OF DUCK HEAD	
<b>Registration Number:</b>	3088621	DHX DRY	
<b>Registration Number:</b>	0817443	DUCK HEAD	
<b>Registration Number:</b>	1651551	DUCK HEAD	
<b>Registration Number:</b>	0053255		
<b>Registration Number:</b>	1468430		
<b>Registration Number:</b>	1998536		
<b>Registration Number:</b>	3079354		
<b>Registration Number:</b>	1468429	DUCK HEAD	
<b>Registration Number:</b>	1949457	DUCK HEAD EXPEDITION 1865	
<b>Registration Number:</b>	3149522	DUCK HEAD JEANS CO.	
<b>Registration Number:</b>	3071997	DUCK HEAD SPORT	
<b>Registration Number:</b>	1860982		
<b>Registration Number:</b>	4827737	FIT BETTER WEAR LONGER	

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 4048156555*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 404-815-6500**Email:** tmadmin@kilpatricktownsend.com**Correspondent Name:** Kilpatrick Townsend & Stockton LLP**Address Line 1:** 1100 Peachtree Street NE**Address Line 2:** Suite 2800**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	1014605
<b>NAME OF SUBMITTER:</b>	Michael A. Carson Jr.
<b>SIGNATURE:</b>	/Michael Carson/
<b>DATE SIGNED:</b>	07/07/2016

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "**Assignment**"), dated as of July 1, 2016, is made by and between **DUCK HEAD, LLC**, a Delaware limited liability company ("**Assignor**"), in favor of **OXFORD INDUSTRIES, INC.**, a Georgia corporation (the "**Assignee**"), the purchaser of certain assets of the Assignor pursuant to the Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), between the Assignor and the Assignee.

### RECITALS

**WHEREAS**, Assignor is the owner of the Duck Head Intellectual Property (as defined in the Purchase Agreement), including without limitation the United States trademark registrations and applications set forth on Appendix A, (ii) the foreign trademark registrations and applications set forth on Appendix B, and (iii) the domain name www.duckhead.com, and (iv) all of the goodwill relating to the foregoing (collectively, the "**Duck Head Assigned Intellectual Property**"); and

**WHEREAS**, pursuant to the Purchase Agreement, the Assignor has conveyed, transferred and assigned to the Assignee, among other things, the Duck Head Assigned Intellectual Property and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, applicable domain name registrars and corresponding entities or agencies in any applicable jurisdiction.

### PROVISIONS

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and 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. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee, and the Assignee hereby accepts, all of the Assignor's right, title and interest in and to the Duck Head Assigned Intellectual Property.

2. Recordation and Further Actions. The Assignor hereby authorizes and requests the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the applicable domain name registrars and the officials of corresponding entities or agencies in any applicable jurisdictions whose duty it is to issue patents, trademarks, copyrights and/or domain names, as applicable, or other evidence or forms of industrial property protection on applications, to record, register and issue this Assignment to the Assignee, its successors, legal representatives and permitted assigns, as assignee of the entire right, title and interest of the Assignor, in accordance with this Assignment. Following the date hereof, the Assignor shall take such steps and actions and provide such cooperation and assistance to the Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Duck Head Assigned Intellectual Property to the Assignee, its legal representatives or any permitted assignee or successor thereto.

3. Purchase Agreement. This Assignment is delivered pursuant to and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing in this

Assignment shall expand or modify any of the representations, warranties or covenants of Assignor under the Purchase Agreement. Neither the making nor the acceptance of this Assignment nor the transfer effected hereby shall constitute a waiver or release of the Assignor or the Assignee of any of their respective liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, and the parties irrevocably submit to the exclusive jurisdiction of the federal and state courts located in New York, New York for resolution of any disputes hereunder.

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

6. Binding Effect; Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any interment or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of the parties hereunder and their respective heirs, successors and permitted assigns.

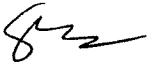
7. Captions. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ASSIGNOR**

**DUCK HEAD, LLC**

By:   
Name: Steve Wudsker  
Title: Authorized Person

**ASSIGNEE**

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

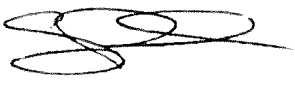
**ASSIGNOR**

**DUCK HEAD, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE**

**OXFORD INDUSTRIES, INC.**

  
By: \_\_\_\_\_  
Name: Suraj A. Palakshappa  
Title: Vice President

**APPENDIX A****U.S. TRADEMARKS****U.S. Trademark Applications**

<b>Mark</b>	<b>Record Owner</b>	<b>Serial No.</b>	<b>Filing Date</b>
MADE TO BE WORN	Duck Head, LLC	86/154,705	12/30/2013
New Duck Head Logo	Duck Head, LLC	86/352,013	07/30/2014
New Duck Head Logo	Duck Head, LLC	86/352,014	07/30/2014
New Duck Head Logo	Duck Head, LLC	86/352,016	07/30/2014
O'BRYAN BROS. MANUFACTURERS OF DUCK HEAD (design)	Duck Head, LLC	86/158,830	01/07/2014

**U.S. Trademark Registrations**

<b>Mark</b>	<b>Record Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
DHX DRY	Duck Head, LLC	3,088,621	05/02/2006
DUCK HEAD	Duck Head, LLC	817,443	10/25/1996
DUCK HEAD	Duck Head, LLC	1,651,551	07/23/1991
DUCK HEAD (design)	Duck Head, LLC	53,255	05/29/1906
DUCK HEAD (design)	Duck Head, LLC	1,468,430	12/08/1987
DUCK HEAD (design)	Duck Head, LLC	1,998,536	09/03/1996
DUCK HEAD (design)	Duck Head, LLC	3,079,354	04/11/2006
DUCK HEAD (design) [Yellow Duck Head Logo]	Duck Head, LLC	1,468,429	12/08/1987
DUCK HEAD EXPEDITION 1865 (design)	Duck Head, LLC	1,949,457	01/16/1996
DUCK HEAD JEANS CO.	Duck Head, LLC	3,149,522	09/26/2006
DUCK HEAD SPORT	Duck Head, LLC	3,071,997	03/21/2006
Duck Head Yellow Label (design)	Duck Head, LLC	1,860,982	11/01/1994
FIT BETTER, WEAR LONGER	Duck Head, LLC	4,827,737	10/06/2015

## APPENDIX B

### FOREIGN TRADEMARKS

#### Foreign Trademark Applications

Country	Mark	Record Owner	Serial No.	Filing Date
Canada	DUCK HEAD (design) [Yellow Duck Head Logo]	Duck Head, LLC	1,699,879	10/27/2014
Canada	New Duck Head Logo	Duck Head, LLC	1,712,883	01/28/2015

#### Foreign Trademark Registrations

Country	Mark	Record Owner	Reg. No.	Reg. Date
Antigua and Barbuda	DUCK HEAD	DHIP Holdings, LLC	2428	09/07/1996
Antigua and Barbuda	DUCK HEAD (design)	DHIP Holdings, LLC	2429	09/07/1996
Aruba	DUCK HEAD	DHIP Holdings, LLC	25102	10/13/2005
Aruba	DUCK HEAD (design)	DHIP Holdings, LLC	25103	10/13/2005
Australia	DUCK HEAD	DHIP Holdings, LLC	705991	04/10/1996
Australia	DUCK HEAD (design)	DHIP Holdings, LLC	705990	04/10/1996
Benelux	DUCK HEAD	DHIP Holdings, LLC	0476771	02/01/1990
Benelux	DUCK HEAD (design)	DHIP Holdings, LLC	0470118	02/01/1990
Canada	DUCK HEAD	Duck Head, LLC	TMA383,536	04/26/1991
Canada	DUCK HEAD (design)	Duck Head, LLC	TMA388,583	09/06/1991
Caribbean Netherlands(Bonaire, St Eustatius, Saba)	DUCK HEAD	DHIP Holdings, LLC	01770	04/12/2006
Caribbean Netherlands(Bonaire, St Eustatius, Saba)	DUCK HEAD (design)	DHIP Holdings, LLC	01769	04/12/1996
Cayman Islands	DUCK HEAD	DHIP Holdings, LLC	1397329	07/09/1996
Cayman Islands	DUCK HEAD (design)	DHIP Holdings, LLC	1397334	07/09/1996
Chile	DUCK HEAD (design)	DHIP Holdings, LLC	872.545	08/19/2009
China (People's Republic)	DUCK HEAD	Duck Head, LLC	674867	01/21/1994
Curacao	DUCK HEAD	DHIP Holdings, LLC	01770	04/12/2006
Curacao	DUCK HEAD (design)	DHIP Holdings, LLC	01769	04/12/2006
European Union (Community)	DUCK HEAD	Duck Head, LLC	003810413	08/17/2005
European Union (Community)	DUCK HEAD (design)	Duck Head, LLC	003810595	08/26/2005



<b>Country</b>	<b>Mark</b>	<b>Record Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
European Union (Community)	DUCK HEAD (design) [Yellow Duck Head Logo]	Duck Head, LLC	013410915	02/25/2015
European Union (Community)	New Duck Head Logo	Duck Head, LLC	013691126	06/25/2015
France	DUCK HEAD	Duck Head, LLC	10/3724572	03/25/2010
France	DUCK HEAD (design)	Duck Head, LLC	10/3724573	03/25/2010
Germany	DUCK HEAD	Duck Head, LLC	1177457	06/07/1991
Germany	DUCK HEAD (design)	Duck Head, LLC	1166060	10/19/1990
Guyana	DUCK HEAD	DHIP Holdings, LLC	20875C	09/07/2006
Guyana	DUCK HEAD and design	DHIP Holdings, LLC	20874C	09/07/2006
Hong Kong	DUCK HEAD	Duck Head, LLC	199611303	12/13/1996
Hong Kong	DUCK HEAD (design)	Duck Head, LLC	199501971	03/17/1995
Italy	DUCK HEAD	DHIP Holdings, LLC	1314817	07/06/2010
Italy	DUCK HEAD (design)	DHIP Holdings, LLC	915.110	06/14/1990
Japan	DUCK HEAD	Duck Head, LLC	4828347	12/24/2004
Japan	DUCK HEAD	Duck Head, LLC	2609996	12/24/1993
Japan	DUCK HEAD (and design)	Duck Head, LLC	4828348	12/24/2004
Japan	New Duck Head Logo	Duck Head, LLC	5783965	08/07/2015
Korea, Republic of	New Duck Head Logo	Duck Head, LLC	45-61795	01/07/2016
Mexico	DUCK HEAD	DHIP Holdings, LLC	398582	08/27/1991
Mexico	DUCK HEAD (design)	DHIP Holdings, LLC	419022	02/18/1993
New Zealand	New Duck Head Logo	Duck Head, LLC	1013005	07/30/2014
Nicaragua	DUCK HEAD	DHIP Holdings, LLC	31959CC	09/24/1996
Pakistan	DUCK HEAD	DHIP Holdings, LLC	135352	04/21/1996
Pakistan	DUCK HEAD (design)	DHIP Holdings, LLC	135351	04/21/1996
Singapore	DUCK HEAD Logo Design	DHIP Holdings, LLC	T9604354A	05/02/1996
South Africa	DUCK HEAD	DHIP Holdings, LLC	199108604	05/04/1994
South Africa	DUCK HEAD (design)	DHIP Holdings, LLC	199108605	05/04/1994
South Africa	DUCK HEAD (design)	DHIP Holdings, LLC	199108606	05/04/1994
Sri Lanka	DUCK HEAD	DHIP Holdings, LLC	78474	04/30/1996
Sri Lanka	DUCK HEAD (design)	DHIP Holdings, LLC	78472	04/30/1996
St. Maarten	DUCK HEAD	DHIP Holdings, LLC	01770	04/12/2006
St. Maarten	DUCK HEAD (design)	DHIP Holdings, LLC	01769	04/12/2006
St. Vincent and the Grenadines	DUCK HEAD	DHIP Holdings, LLC	54/2006	02/24/2006

<b>Country</b>	<b>Mark</b>	<b>Record Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
St. Vincent and the Grenadines	DUCK HEAD (design)	DHIP Holdings, LLC	49/2006	02/24/2006
Taiwan	DUCK HEAD	DHIP Holdings, LLC	00791188	12/31/1997
Trinidad and Tobago	DUCK HEAD	DHIP Holdings, LLC	25409	05/03/1996
Trinidad and Tobago	DUCK HEAD (design)	DHIP Holdings, LLC	25408	05/03/1996
Turks and Caicos Islands	DUCK HEAD	DHIP Holdings, LLC	13559	08/26/2004
Turks and Caicos Islands	DUCK HEAD (design)	DHIP Holdings, LLC	13558	08/26/2004
United Kingdom	DUCK HEAD	Duck Head, LLC	1397329	08/14/1992
United Kingdom	DUCK HEAD (design)	Duck Head, LLC	1397334	09/07/1989
Virgin Islands (British)	DUCK HEAD	DHIP Holdings, LLC	2206	08/14/1992
Virgin Islands (British)	DUCK HEAD and design	DHIP Holdings, LLC	2205	09/07/1989