

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454329

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VF Sagebrush Enterprises, LLC		10/02/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	W-D Apparel Company, LLC
<b>Street Address:</b>	251 Little Falls Drive
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Serial Number:	73570646	10X
Serial Number:	73211093	10X
Serial Number:	86980301	10 X
Serial Number:	76712536	10X
Serial Number:	76701209	
Serial Number:	78480925	BIG SMITH
Serial Number:	86852016	BIG SMITH
Serial Number:	86181248	BIG SMITH
Serial Number:	86181265	BIG SMITH SINCE 1916
Serial Number:	86852028	BIG SMITH SINCE 1916
Serial Number:	71523485	BIG SMITH
Serial Number:	86612644	SINCE 1916 BIG SMITH WORK CLOTHES
Serial Number:	86622023	SINCE 1916 BIG SMITH WORK CLOTHES
Serial Number:	86622015	SINCE 1916 BIG SMITH WORK CLOTHES
Serial Number:	86612657	SINCE 1916 BIG SMITH WORK CLOTHES
Serial Number:	74619899	BLACK DUCK
Serial Number:	78354757	BLIZZARD PRUF
Serial Number:	78056295	COMMANDER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	72262627	COMMANDER
Serial Number:	76701208	
Serial Number:	74480177	
Serial Number:	73155691	
Serial Number:	87169291	
Serial Number:	86935877	DUXBAK
Serial Number:	72321555	DUXBAK
Serial Number:	76701225	DUXBAK
Serial Number:	86935892	DUXBAK
Serial Number:	71022360	DUXBAK
Serial Number:	86404334	GREATER THAN ALL OUTDOORS
Serial Number:	76644741	HELL FIGHTERS
Serial Number:	86311595	HELLFIGHTERS
Serial Number:	74608144	LEADING THE WAY OUTDOORS
Serial Number:	76701224	LIBERTY
Serial Number:	73108650	LIBERTY
Serial Number:	86612623	LIBERTY EST 1912 EST
Serial Number:	73526817	LIBERTY RUGGED OUTDOOR GEAR
Serial Number:	86612634	LIBERTY
Serial Number:	86982519	LIBERTY
Serial Number:	75174150	MASTER MADE
Serial Number:	76701268	MASTERMADE
Serial Number:	86311599	MUSCLE BACK
Serial Number:	73037672	ON THE JOB WEAR
Serial Number:	86257958	SCENTREX
Serial Number:	86495402	STAY AHEAD OF THE GAME
Serial Number:	78732562	THE WEARABLE TOOL
Serial Number:	86980522	W
Serial Number:	86622004	W
Serial Number:	86612664	W
Serial Number:	86612673	W
Serial Number:	86980523	W
Serial Number:	86621990	W
Serial Number:	86978270	W WALLS OUTDOOR GOODS
Serial Number:	86404339	W WALLS OUTDOOR GOODS
Serial Number:	76701223	WALLS
Serial Number:	76296714	WALLS
Serial Number:	74092622	WALLS

Property Type	Number	Word Mark
Serial Number:	86181291	WALLS
Serial Number:	78866750	WALLS FR
Serial Number:	76701273	WALLS FR
Serial Number:	75174149	WALLS MASTER MADE
Serial Number:	86981217	WD FIRESHIELD
Serial Number:	86473995	WD FIRESHIELD
Serial Number:	73543349	WHISPER-LITE
Serial Number:	86503586	ZERO ZONE
Serial Number:	74498890	ZERO ZONE BY WALLS

**CORRESPONDENCE DATA**

**Fax Number:** 3024773932

*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:** 3024773930

**Email:** christine\_hernandez@vfc.com,pellegj@vfc.com

**Correspondent Name:** Christine M. Hernandez

**Address Line 1:** 3411 Silverside Road

**Address Line 2:** 200 Hanby Building

**Address Line 4:** Wilmington, DELAWARE 19810

<b>NAME OF SUBMITTER:</b>	Christine M. Hernandez
<b>SIGNATURE:</b>	/cmh/
<b>DATE SIGNED:</b>	12/13/2017

**Total Attachments: 14**

- source=Step 15(iii) - Assignment & Assumption Agreement - executed#page1.tif
- source=Step 15(iii) - Assignment & Assumption Agreement - executed#page2.tif
- source=Step 15(iii) - Assignment & Assumption Agreement - executed#page3.tif
- source=Step 15(iii) - Assignment & Assumption Agreement - executed#page4.tif
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- source=Step 15(iii) - Assignment & Assumption Agreement - executed#page10.tif
- source=Step 15(iii) - Assignment & Assumption Agreement - executed#page11.tif
- source=Step 15(iii) - Assignment & Assumption Agreement - executed#page12.tif
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made this 2<sup>nd</sup> day of October, 2017 by and between VF Sagebrush Enterprises, LLC ("Assignor"), a Delaware limited liability company, and W-D Apparel Company, LLC ("Assignee"), a Delaware limited liability company.

### RECITALS:

WHEREAS, Assignor is the sole member of Assignee;

WHEREAS, as part of a reorganization of the Assignor and its affiliates, Assignor has approved a contribution to Assignee of all right, title and interest in Assignor's intangible property in existence as of the date and time of the transfer (the "Transfer"), including all intellectual property (including trademarks, copyrights, patents, and trade secrets), wholesale customer relationships, customer backlog, licensing agreements; distributor agreements, product development, know how, goodwill and going concern value; and

WHEREAS, Assignee desires to accept the Transfer and receive all right, title, and interest in and to the distributed intangible property, including all intellectual property (including trademarks, copyrights, patents, and trade secrets), wholesale customer relationships, customer backlog, licensing agreements; distributor agreements, product development, know how, goodwill and going concern value (the "Intangible Property").

NOW, THEREFORE, in consideration of the Transfer and the mutual covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### WITNESSETH:

#### 1. *Assignment.*

- a. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Intangible Property (the "Assignment"), including all trademarks, service marks, and trade dress and the applications for registration thereof shown on the attached Schedules 1 and 2 and any unregistered and/or common law trademarks (collectively, the "Marks") and the goodwill of the business symbolized by the Marks. Assignor also assigns to Assignee all of Assignor's rights and interests in the agreements listed on the attached Schedule 3 (collectively, the "Agreements").
- b. With respect to the rights and obligations of Assignee under the Agreements, Assignor will receive all amounts payable to Assignee thereunder and shall act as a mere service provider of Assignee with regard to all rights and obligations of Assignee thereunder until the assignment of the Agreements will have been perfected. Assignor shall not have the right to take any decision with regard to the Agreements for or on behalf of Assignee, nor conclude any agreements for or on behalf of Assignee. Assignor shall not act as the legal representative of Assignee and agrees to follow any instructions or guidelines given by Assignee with regard to the Agreements.

2. *Acceptance.* Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Intangible Property. Risk and benefit associated with the Intangible Property shall pass to the Assignee upon the Effective Date.

3. *Effective Date and Time.* The Assignment shall be effective on October 2, 2017 at 10:10 a.m. (ET) (the "Effective Date").

4. *Value of the Intangible Property.* The Parties agree that the Assignment is made at the value corresponding to the fair market value (the "Assignment Value")

5. *Representations and Warranties.*

- a. Assignor warrants to Assignee that Assignor has as of the Effective Date good and marketable title to the Intangible Property, free and clear of any liens, charges, pledges, security interests or other encumbrances, and that Assignor is free to transfer good and marketable title to the Intangible Property to Assignee.
- b. Assignee acknowledges and agrees that, except as expressly set forth in this Agreement, (a) Assignor is not making any representations or warranties, express or implied, with respect to the Intangible Property, and (b) such Intangible Property is hereby contributed on an "as is, where is" basis.

6. *Non-competition Agreement.* In connection with the foregoing assignment, Assignor agrees that it will not directly or indirectly use the employees and tangible assets associated with the historic business associated with the Marks for a period of 10 years from the date of this Agreement. Nevertheless, Assignee acknowledges and agrees that Assignor may use the employees and tangible assets associated with the historic business associated with the Marks to engage in such business if Assignor and Assignee enter into a licensing agreement whereby Assignee grants Assignor the right to use the Intangible Property (including intellectual property and goodwill) relating to the historic business associated with the Marks (the "IP Licensing Agreement"). Assignor and Assignee anticipate the contemporaneous execution of such IP Licensing Agreement.

7. *Further Assurances.* The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions that either party reasonably requests from time to time to effectuate the purposes and intent of this transaction and otherwise to consolidate, vest and record in Assignee, with the appropriate authorities, full and complete ownership of the Intangible Property.

8. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to effect the transfer of the Intangible Property and/or to facilitate the registration of such transfer with governmental authorities.

9. *Severability.* If any provision of this Agreement is determined by any competent court, arbitral tribunal or governmental or administrative authority having jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force. In such

a case, the Parties shall use all reasonable endeavors to replace the invalid or unenforceable provision(s) by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

10. *Amendments.* This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties.

11. *Successors and Assigns.* This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

12. *Counterparts.* This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

13. *Descriptive Headings.* The descriptive headings contained herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

14. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of Delaware, USA.

[Rest of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption Agreement to be duly executed by an authorized officer effective as of the date first above written.

VF SAGEBRUSH ENTERPRISES, LLC

by: Patrick J. Grubb  
Name: Patrick J. Grubb  
Title: Vice President

AGREED TO AND ACCEPTED BY:

W-D APPAREL COMPANY, LLC

by: Laura C. Meagher  
Name: Laura C. Meagher  
Title: President

## SCHEDULE 1

(Williamson-Dickie Holding Company merged into VF Sagebrush Enterprises, LLC)

### COPYRIGHT REGISTRATIONS

#### U.S. Copyright Registrations

Date Filed	Title of Work	Copyright No.	Date Issued	Expiry
7/14/2015	CAMO #1 (Pattern)	VAu 1-225-066	7/14/2015	12/31/2110
7/14/2015	CONSTRUCT BINARY CAMO (Pattern)	VAu 1-247-177	7/14/2015	12/31/2110

### TRADEMARK REGISTRATIONS

Country	Registered Trademark	Reg. No.	Reg. Date
AUSTRALIA	WALLS & Barb Wire Design	1241161 (Same as App #)	11/5/2008 (Filed 5/19/2008)
AZERBAIJAN	WALLS (word)	2015 1092 (S/N 2014 30779)	8/3/2015 (Filed: 2/4/2014)
BAHRAIN	WALLS (word)	101995	2/5/2014
BAHRAIN	WALLS (word)	101996	2/5/2014
BRUNEI DARUSSALAM	WALLS (word)	44,601	1/16/2014 (conf'd 2/11/2014)
CANADA	10X	TMA707,754 (S/N 1243418)	2/19/2008 (Filed: 12/30/2004)
CANADA	10X	TMA863,370 (S/N 1476527)	10/23/2013 (Filed 4/12/2010)
CANADA	BIG SMITH	TMA863,371 (S/N 1476532)	10/23/2013 (Filed 4/12/2010)
CANADA	DUXBAK & Design	TMA813092 (S/N 1476533)	12/1/2011 (Filed: 4/12/2010)
CANADA	DUXBAK & Design	TMA306613	9/6/1985
CANADA	DUXBAK (word)	TMA812853 (S/N 1476529)	11/28/2011 (Filed: 4/12/2010)
CANADA	LIBERTY & Design	TMA724408 (App #1322863)	9/25/2008 (Filed: 11/3/2006)
CANADA	MASTERMADE	TMA 855,039 (S/N 1477074)	7/11/2013 (Filed 4/15/2010)
CANADA	W (Black & White)	TMA975397	7/11/2017
CANADA	W (color)	TMA975398	7/11/2017
CANADA	WALLS (word)	TMA863,372 (S/N 1476534)	10/23/2013 (Filed 4/12/2010)
CANADA	WALLS & Design	TMA767513	5/20/2010
CANADA	WALLS & Design	TMA 854,934 (S/N 1476536)	7/11/2013 (Filed: 4/12/2010)
CANADA	WALLS (word)	TMA414,441 (S/N 0698451)	7/9/1993 (Filed: 2/10/1992)
CANADA	WALLS BLIZZARD-PRUF & Design	TMA417364	9/24/1993
CANADA	WALLS FR	TMA855,040 (S/N 1477075)	7/11/2013 (Filed 4/15/2010)



Country	Registered Trademark	Reg. No.	Reg. Date
CANADA	WALLS FR (Stylized)	TMA863,373 (S/N 1477069)	10/23/2013 (Filed 4/15/2010)
CANADA	WALLS FR (word)	TMA737,791 (S/N 1324740)	4/8/2009 (Filed 11/3/2006)
CHINA	COMMANDER	887764	4/25/2006
CHINA	STORM DUCK	7194887	9/14/2010
CHINA	STORM DUCK	7194888	9/14/2010
CHINA	WALLS	5339181 (same as App #)	1/21/2010 (Filed 5/10/2006)
CHINA	WALLS & Barb Wire Design	8350574 (same as App #)	8/14/2014 (Filed: 6/1/2010)
CHINA	WALLS FR	5707389 (same as App #)	11/28/2009 (Filed: 11/7/2006)
CHINA	WALLS MASTER MADE	885151	4/26/2006
CHINA	WD FIRESHIELD (word)	15615910	12/21/2015 (Filed: 10/31/2014)
CHINA	WD FIRESHIELD (word)	15615909	12/21/2015 (Filed: 10/31/2014)
CHINA	WD FIRESHIELD (word)	15615908	12/21/2015 (Filed: 10/31/2014)
CHINA	WD FIRESHIELD (word)	15879267	2/7/2016 (Filed: 12/8/2014)
EUTM	10X	4223384	2/23/2006
EUTM	BIG SMITH	003203122	10/2/2007
EUTM	MASTERMADE & Design	003397932	3/29/2005 (Filed: 10/9/2003)
EUTM	STORM DUCK	007469596	6/9/2009 (Filed: 12/16/2008)
EUTM	UNIVERSAL FR	008864613	8/2/2010
EUTM	UNIVERSAL FR Made by Walls FR USA & Design	008864571	8/2/2010
EUTM	WALLS & Barb Wire Design	006907117 (same as App #)	2/6/2009 (Filed 5/14/2008)
EUTM	WALLS ( word)	3213551 (same as App #)	2/21/2006 (Filed: 6/5/2003)
EUTM	WALLS (word)	012634747	7/24/2014 (Filed: 2/25/2014)
EUTM	WALLS FR	005438973 (same as App #)	11/7/2007 (Filed: 11/03/2006)
EUTM	WD FIRESHIELD	013459979	4/14/2015 (Filed: 11/14/2014)
IRAN	W WALLS FR OUTDOOR GOODS & Design (square / color)	Reg. No. 254610 (App. No. 13955014000100 8006)	5/1/2016
IRAN	W WALLS FR OUTDOOR GOODS (color)	Reg. No. 254477 (App. No. 13955014000100 8005)	5/1/2016 (Same as filing date)

Country	Registered Trademark	Reg. No.	Reg. Date
IRAN	WALLS (word)	Reg. No. 257369 (App. No. 13955014000100 8144)	5/1/2016 (Same as filing date)
IRAN	WD FIRESHIELD (word)	Reg. No. 254135 (App. No. 13955014000100 7996)	5/1/2016 (Same as filing date)
JAPAN	10X (Stylized)	4742126	1/23/2004
JAPAN	10X & Target Design	5844711 (S/N: 2014-60745)	4/22/2016 (Filed: 7/19/2014)
JAPAN	DUXBAK & Design	5875853 (S/N : 2014-60746)	8/19/2016 (Filed: 7/19/2014)
JAPAN	DUXBAK & Duck Design	2252108	7/30/1990
JAPAN	WALLS	2713546 (S/N 97391/1991)	4/30/1996 (Filed 9/20/1991)
KAZAKHSTAN	WALLS (word)	47185 (App # 65033)	2/19/2015 (Filed: 1/16/2014)
KENYA	WALLS (word)	81607 (same as App #)	1/30/2014 (same as filing date)
KUWAIT	WALLS (word)	131972 (S/N: 147448)	4/3/2016 (Filed: 1/23/2014)
KUWAIT	WALLS (word)	131973 (S/N: 147449)	4/3/2016 (Filed: 1/23/2014)
MALAYSIA	WALLS (word)	2014051049 (same as App #)	1/24/2014 (Same as filing date)
MALAYSIA	WALLS (word)	2014051050 (same as App #)	1/24/2014 (Same as filing date)
MEXICO	10X & Target Design (new)	1582553 (S/N 1520528)	10/21/2015 (Filed: 8/26/2014)
MEXICO	10X & Target Design (new)	1582554 (S/N 1520533)	10/21/2015 (Filed: 8/26/2014)
MEXICO	BIG SMITH	1156967 (S/N 1084269)	5/6/2010 (Filed: 4/23/2010)
MEXICO	BIG SMITH (Stylized)	1163343	6/10/2010
MEXICO	DUCK Design	1164902	6/21/2010
MEXICO	DUXBAK & Design	1164901	6/21/2010
MEXICO	DUXBAK (word)	1157475	5/10/2010
MEXICO	GREATER THAN ALL OUTDOORS	1582267 (S/N 1520524)	10/20/15 (Filed: 8/26/2014)
MEXICO	GREATER THAN ALL OUTDOORS (word)	1508385 (S/N 1520521)	1/22/2015 (Filed: 8/26/2014)
MEXICO	GREATER THAN ALL OUTDOORS (word)	1547883 (S/N 1520522)	6/18/2015 (Filed: 8/26/2014)
MEXICO	GREATER THAN ALL OUTDOORS (word)	1491805 (S/N 1520525)	10/31/2014 (Filed: 8/26/2014)
MEXICO	GREATER THAN ALL OUTDOORS (word)	1602589 (S/N: 1586401)	1/13/2016 (Filed: 3/9/2015)
MEXICO	W WALLS OUTDOOR GOODS Logo	1508384 (S/N 1520516)	1/22/2015 (Filed: 8/26/2014)

Country	Registered Trademark	Reg. No.	Reg. Date
MEXICO	W WALLS OUTDOOR GOODS Logo	1547882 (S/N 1520517)	6/18/ 2015 (Filed: 8/26/2014)
MEXICO	W WALLS OUTDOOR GOODS Logo	1582266 (S/N 1520519)	10/20/2015 (Filed: 8/26/2014)
MEXICO	W WALLS OUTDOOR GOODS Logo	1501207 (App #1520520)	12/8/2014 (Filed: 8/26/2014)
MEXICO	WALLS	422738 (S/N 132714)	9/28/1992 (Filed: 2/13/1992)
MEXICO	WALLS & Barb Wire Design	1177185	8/30/2010
NEW ZEALAND	BIG SMITH & Design	255110	11/6/1997 (Filed: 10/25/1995)
NIGERIA	WALLS (word)	Reg. No. RTM 5160 (App # F/TM/O/2014/13360)	1/22/2014
NORWAY	WALLS (word)	275597 (App # 201400730)	4/22/2014 (Filed: 1/21/2014)
PARAGUAY	DUXBAK & Design	Reg. No. 186,933 Renewal: 296152	7/26/1996 (Filed: 7/26/2006)
PARAGUAY	DUXBAK & Design	Reg. No. 186898 Renewal: 294026	7/26/1996 (Filed: 7/26/2006)
RUSSIA	BANOX (word)	560694 (S/N: 2014725122)	12/25/2015 (Filed: 7/29/2014)
RUSSIA	BANWEAR (word)	560099 (S/N: 2014725121)	12/17/2015 (Filed: 7/29/2014)
RUSSIA	STORM DUCK (word)	398095	1/14/2010
RUSSIA	UNIVERSAL FR (word)	571216 (S/N: 2014720284)	4/13/2016 (Filed: 6/18/2014)
RUSSIA	WALLS (Stylized)	456718 (S/N 2011717634)	3/19/2012 (Filed 6/6/2011)
RUSSIA	Walls & Barb Wire Design	388196	8/31/2009
RUSSIA	WALLS (word)	540640 (S/N 2014702266)	4/23/2015 (Filed: 1/28/2014)
RUSSIA	WALLS (word)	550231 (S/N 2014720285)	8/10/2015 (Filed: 6/18/2014)
RUSSIA	WALLS FR (word)	578204 (S/N: 2014720286)	6/17/2016 (Filed: 6/18/2014)
RUSSIA	WALLS UNIVERSAL FLAME RESISTANT FABRIC (Stylized)	482521 (S/N 2011717635)	3/15/2013 (Filed 6/6/2011)
RUSSIA	WD FIRESHIELD (word)	568053 (S/N: 2014/735034)	3/16/2016 (Filed: 10/16/2014)
RUSSIA	WD FIRESHIELD (word)	585408 (S/N: 2015/718814)	8/30/2016 (Filed: 6/22/2015)
SAUDI ARABIA	WALLS (word)	1435014217 (App # 37006)	9/1/2014 (Filed: 5/21/2014)
SAUDI ARABIA	WALLS (word)	1435014218 (App # 37007)	9/1/2014 (Filed: 5/21/2014)
SINGAPORE	BIG SMITH & Design	T9510261G	10/26/1995
SINGAPORE	WALLS (word)	T1401128D (Same as App#)	1/24/2014 (Reg date same as Filing date)
SOUTH AFRICA	WALLS (word)	2014/01257	1/20/2014

Country	Registered Trademark	Reg. No.	Reg. Date
SOUTH AFRICA	WALLS (word)	2014/01258	1/20/2014
TANZANIA	WALLS (word)	TZ/T/2014/294 (Same as App#)	1/31/2014 (Reg date same as filing date)
THAILAND	WALLS (word)	TM391352 (App # 926506)	2/13/2014 (Reg date same as Filing date)
UNITED ARAB EMIRATES	WALLS (word)	204967	5/3/2017 (Filed: 1/26/2014)
UNITED STATES	"W" WALLS OUTDOOR GOODS Logo	4,919,647 (S/N 86/978,270)	3/15/2016 (Filed: 9/24/2014)
UNITED STATES	10X	3,940,999 (S/N 76/701,227)	4/5/2011 (Filed: 1/19/2010)
UNITED STATES	10X & Target Design	4,445,458 (S/N 76/712,536)	12/10/2013 (Filed 10/3/2012)
UNITED STATES	10X & Target Design (new)	5,066,027 (S/N 86/980,301)	10/18/2016 (Filed: 9/24/2014)
UNITED STATES	10X (Stylized)	1,401,342 (S/N 73/570,646)	7/15/1986 (Filed: 11/27/1985)
UNITED STATES	10x (Stylized)	1,153,248 (S/N 73211093)	5/5/1981 (Filed: 4/9/1979)
UNITED STATES	ARCTIC ZONE (word)	2,012,336 (S/N 74526598)	10/29/1996 (Filed: 5/20/1994)
UNITED STATES	BIB DESIGN (front)	4,113,173 (S/N 76/701,209)	3/13/2012 (Filed 1/15/2010)
UNITED STATES	BIG SMITH & Design	4,620,134 (S/N 86/181,248)	10/14/2014 (Filed: 1/31/2014)
UNITED STATES	BIG SMITH (Stylized)	0437,038 (S/N 71523485)	3/2/1948 (Filed 6/3/1947)
UNITED STATES	BIG SMITH (word)	3,262,064 (S/N 78/480,925)	7/10/2007 (Filed: 9/9/2004)
UNITED STATES	BIG SMITH SINCE 1916 & Design	4,620,135 (S/N 86/181,265)	10/14/2014 (Filed: 1/31/2014)
UNITED STATES	BLACK DUCK (word)	2,105,694 (S/N 74/619,899)	10/14/1997 (Filed: 1/9/1995)
UNITED STATES	BLIZZARD PRUF (word)	2,923,125 (S/N 78/354,757)	2/1/2005 (Filed: 1/21/2004)
UNITED STATES	COMMANDER (word)	2,522,822 (S/N 78/056,295)	12/25/2001 (Filed: 4/2/2001)
UNITED STATES	COMMANDER (word)	2,031,885 (S/N 75018601)	1/21/1997 (Filed: 11/13/1995)
UNITED STATES	COMMANDER (word)	838,870 (S/N 72262627)	11/14/1967 (Filed: 1/16/1967)
UNITED STATES	DESIGN (BACK)	4,129,918 (S/N 76/701,208)	4/17/2012 (Filed 1/15/2010)
UNITED STATES	Double Arrowhead Design	1,989,407 (S/N 74/480,177)	7/30/1996 (Filed: 1/18/1994)
UNITED STATES	DUCK Design	2,000,548 (S/N 74496721)	9/17/1996 (Filed: 3/4/1994)
UNITED STATES	DUCK Design	1,125,594 (S/N 73155691)	10/2/1979 (Filed: 1/18/1978)

Country	Registered Trademark	Reg. No.	Reg. Date
UNITED STATES	DUXBAK & Design	0887,543 (S/N 72321555)	3/10/1970 (Filed: 3/12/1969)
UNITED STATES	DUXBAK (Stylized)	065,268 (S/N 71/022,360)	9/17/1907 (Filed: 9/28/1906)
UNITED STATES	DUXBAK (word)	4,019,651 (S/N 76/701,225)	8/30/2011 (Filed: 1/19/2010)
UNITED STATES	HELL FIGHTERS	3,423,312 (S/N 76644741)	5/6/2008 (Filed: 8/12/2005)
UNITED STATES	LEADING THE WAY OUTDOORS (WORD)	2,170,630 (S/N 74608144)	7/7/1998 (Filed: 12/7/1994)
UNITED STATES	LIBERTY (word)	3,940,998 (S/N 76/701,224)	4/5/2011 (Filed 1/19/2010)
UNITED STATES	LIBERTY (word)	1,084,058 (S/N 73/108,650)	1/31/1978 (Filed: 12/6/1976)
UNITED STATES	LIBERTY RUGGED OUTDOOR GEAR and logo	1377344 (S/N 73526817)	1/7/1986 (Filed 3/14/1985)
UNITED STATES	LIBERTY SHIELD (b&w)	5272198 (S/N 86/982,519)	8/22/2017 (Filed: 4/28/2015)
UNITED STATES	MASTER MADE (word)	2,067,367 (S/N 75/174,150)	6/3/1997 (Filed: 9/30/1996)
UNITED STATES	MASTERMADE (word)	3,938,179 (S/N 76/701,268)	3/29/2011 (Filed: 1/20/2010)
UNITED STATES	MUSCLE BACK (word)	5,100,780 (S/N: 86311599)	12/13/2016 (Filed: 6/17/2014)
UNITED STATES	ON THE JOB WEAR (stylized)	1026828 (S/N 73037672)	12/9/1975 (Filed: 11/20/1974)
UNITED STATES	SCENTREX	4,597,354 (S/N 86/257,958)	9/2/2014 (Filed: 4/21/2014)
UNITED STATES	SINCE 1916 BIG SMITH WORK CLOTHES (B&W)	4,930,937 (S/N: 86/622,023)	4/5/2016 (Filed: 5/7/2015)
UNITED STATES	SINCE 1916 BIG SMITH WORK CLOTHES (Color)	4,930,936 (S/N: 86/622,015)	4/5/2016 (Filed: 5/7/2015)
UNITED STATES	THE WEARABLE TOOL (word)	3,341,399 (S/N 78/732,562)	11/20/2007 (Filed: 10/13/2005)
UNITED STATES	W (stylized) B&W	4,888,495 (S/N 86/622,004)	1/19/2016 (Filed: 5/7/2015)
UNITED STATES	W (stylized) B&W	5,097,360 (S/N: 86/980,522)	12/6/2016 (Filed: 4/28/2015)
UNITED STATES	W (stylized) color	4,888,494 (S/N 86/621,990)	1/19/2016 (Filed: 5/7/2015)
UNITED STATES	W (Stylized) Color,	5,097,361 (S/N: 86/980,523)	12/6/2016 (Filed: 4/28/2015)
UNITED STATES	WALLS & Border Design	4,636,007 (S/N: 86/181,291)	11/11/2014 (Filed: 1/31/2014)
UNITED STATES	WALLS (word)	2,571,382 (S/N 76/296,714)	5/21/2002 (Filed: 8/7/2001)
UNITED STATES	WALLS (word)	3,940,997 (S/N 76/701,223)	4/5/2011 (Filed: 1/19/2010)
UNITED STATES	WALLS (word)	1,650,837 (S/N 74/092,622)	7/16/1991 (Filed 8/30/1990)

Country	Registered Trademark	Reg. No.	Reg. Date
UNITED STATES	WALLS FR (Stylized)	3,978,346 (S/N 76/701,273)	6/14/2011 (Filed 1/20/2010)
UNITED STATES	WALLS FR (word)	3,327,679 (S/N 78/866,750)	10/30/2007 (Filed: 4/21/2006)
UNITED STATES	WALLS MASTER MADE (word)	2,065,296 (S/N 75/174,149)	5/27/1997 (Filed: 5/27/1997)
UNITED STATES	WD FIRESHIELD (word)	5,219,635 (S/N: 86981217)	6/6/2017 (Filed: 12/8/2014)
UNITED STATES	WHISPER-LITE	1377385 (S/N 73543349)	1/7/1986 (Filed 6/17/1985)
UNITED STATES	ZERO ZONE (Word)	4,947,407 (S/N: 86/503,586)	4/26/2016 (Filed: 1/14/2015)
UNITED STATES	ZERO ZONE BY WALLS	1879874 (S/N 74498890)	2/21/1995 (Filed: 3/10/1994)
VIETNAM	WALLS (word)	249556 (App # 4-2014-01673)	8/21/2015 (Filing date: 1/21/2014)
WIPO	COMMANDER (word)	887764 (Based on US 2,031,885)	4/25/2006
WIPO	WALLS MASTER MADE	885151 (Based on US 2,065,296)	4/26/2006
YEMEN	WALLS (word)	66343 (same as app #)	3/26/2014 (same as filing date)
YEMEN	WALLS (word)	66345 (same as app #)	3/26/2014 (same as filing date)
ZANZIBAR	WALLS (word)	ZN/T/2014/000056 (App #: same as Reg)	1/30/2014
ZANZIBAR	WALLS (word)	ZN/T/2014/000057 (App #: same as Reg)	1/30/2014

## SCHEDULE 2

(Williamson-Dickie Holding Company merged into VF Sagebrush Enterprises, LLC)

### TRADEMARK APPLICATIONS

Country	Trademark Application	Application No.	Filing Date
ALGERIA	WALLS (word)	140325	1/27/2014
ANGOLA	WALLS (word)	39845/14	4/17/2014
ANGOLA	WALLS (word)	39846/14	4/17/2014
BRAZIL	WALLS (word)	840780133	1/30/2014
BRAZIL	WALLS (word)	840780168	1/30/2014
CANADA	10X & Target Design (new)	1,691,784	8/29/2014
CANADA	GREATER THAN ALL OUTDOORS (word)	1,691,787	8/29/2014
CANADA	SCENTREX	1,788,241	6/22/2016
CANADA	STAY AHEAD OF THE GAME (word)	1,708,841	12/11/2014
CANADA	W WALLS OUTDOOR GOODS Logo	1,691,782	8/29/2014
CUBA	10X	2016-0100	1/25/2016
CUBA	10X & Target Design (B&W)	2016-0101	1/25/2016
CUBA	BIG SMITH (word)	2016-0098	1/25/2016
CUBA	BIG SMITH & Design (B&W)	2016-0103	1/25/2016
CUBA	LIBERTY (word)	2016-0091	1/21/2016
CUBA	LIBERTY EST 1912 EST & Design (color)	2016-0104	1/25/2016
CUBA	W & Design (color)	2016-0102	1/25/2016
CUBA	WALLS (word)	2016-0099	1/25/2016
GHANA	WALLS (word)	RTM 144/2014	1/20/2014
GHANA	WALLS (word)	RTM 145/2014	1/20/2014
INDONESIA	WALLS (word)	D00 2014 004544	2/4/2014
IRAQ	WALLS (word)	66451	2/5/2014
LIBYA	WALLS (word)	28088	6/18/2014
LIBYA	WALLS (word)	28089	6/18/2014
MEXICO	10X & Target Design (new)	10520529	8/26/2014
MEXICO	10X & Target Design (new)	1763336	6/23/2016
MEXICO	10X & Target Design (new)	1520531	8/26/2014
NIGERIA	WALLS (word)	F/TM/O/2014/13361	1/22/2014
OAPI	WALLS (word)	3201400533	2/7/2014
PARAGUAY	DUXBAK and Design	1610558	3/2/2016
PARAGUAY	DUXBAK and Design	1610563	3/2/2016
QATAR	WALLS (word)	86755	1/23/2014
QATAR	WALLS (word)	86756	1/23/2014
TANZANIA	WALLS (word)	TZ/T/2014/295	1/31/2014
THAILAND	WALLS (word)	926505	2/13/2014
TRINIDAD / TOBAGO	W WALLS FR OUTDOOR GOODS	50553	10/16/2015
TRINIDAD / TOBAGO	WALLS (word)	50554	10/16/2015

Country	Trademark Application	Application No.	Filing Date
UNITED ARAB EMIRATES	WALLS (word)	238521	8/12/2015
UNITED STATES	"W" WALLS OUTDOOR GOODS Logo	86/404,339	9/24/2014
UNITED STATES	BIG SMITH (word)	86/852,016	12/17/2015
UNITED STATES	BIG SMITH SINCE 1916 & Design (color)	86/852,028	12/17/2015
UNITED STATES	DUCK Design	87/169,291	9/13/2016
UNITED STATES	DUXBAK & Duck Design	86/935,892	3/10/2016
UNITED STATES	DUXBAK (word)	86/935,877	3/10/2016
UNITED STATES	GREATER THAN ALL OUTDOORS	86/404,334	9/24/2014
UNITED STATES	HELLFIGHTERS (word)	86/311,595	6/17/2014
UNITED STATES	LIBERTY EST 1912 EST & Design (color)	86/612,623	4/28/2015
UNITED STATES	LIBERTY SHIELD (b&w)	86/612,634	4/28/2015
UNITED STATES	SINCE 1916 BIG SMITH WORK CLOTHES (B&W)	86/612,644	4/28/2015
UNITED STATES	SINCE 1916 BIG SMITH WORK CLOTHES (Color)	86/612,657	4/28/2015
UNITED STATES	STAY AHEAD OF THE GAME (word)	86/495,402	1/5/2015
UNITED STATES	W (stylized) B&W	86/612,664	4/28/2015
UNITED STATES	W (stylized) Color,	86/612,673	4/28/2015
UNITED STATES	WD FIRESHIELD (word)	86/473,995	12/8/2014



SCHEDULE 3

AGREEMENTS

INTERCOMPANY LICENSE AGREEMENTS.