

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest at Reel/Frame: 2895/0480		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE BANK OF NEW YORK TRUST COMPANY, N.A.		08/20/2007	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Big Smith Holdings, Inc.		
<b>Street Address:</b>	1905 N MAIN STREET		
<b>City:</b>	CLEBURNE		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76031		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0437038	BIG SMITH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1267857 TM		
<b>NAME OF SUBMITTER:</b>	Christian Craft		
<b>SIGNATURE:</b>	/Christian Craft/		
<b>DATE SIGNED:</b>	10/06/2020		
<b>Total Attachments: 14</b>			
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**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE  
 U.C.C. FILING SECTION  
 FILED 04:05 PM 08/20/2007  
 INITIAL FILING # 4196405 7  
 AMENDMENT # 2007 3168266  
 SRV: 070938945

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**CHERYSE MILLER 866-236-4311**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Cheryse Miller  
 CT Corporation System  
 Dallas UCC Team 1  
 350 N. St. Paul, Ste 2900  
 Dallas, TX 75201

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
**41964057, filed July 13, 2004**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 **CHANGE name and/or address:** Please refer to the detailed instructions in regards to changing the name/address of a party.  
 **DELETE name:** Give record name to be deleted in item 6a or 6b.  
 **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. **SEE INSTRUCTIONS**

ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
**The Bank of New York Trust Company, N.A.**

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**  
 Delaware Secretary of State (Big Smith Holdings, Inc.) 7005784 JD WAL581 / 58000

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE  
 U.C.C. FILING SECTION  
 FILED 03:53 PM 07/13/2004  
 INITIAL FILING NUM: 4196405 7  
 AMENDMENT NUMBER: 0000000  
 SRV: 040513510

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND ACKNOWLEDGMENT TO: (Name and Address)

CT CORPORATION  
 ATTN: L.HELLINGA  
 208 S. LASALLE STREET, SUITE 814  
 CHICAGO, ILLINOIS 60604  
 888.829.5817 EXT. 8042

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a ORGANIZATION'S NAME BIG SMITH HOLDINGS, INC.						
OR	1b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c MAILING ADDRESS 1905 N. MAIN STREET			CITY CLEBURNE	STATE TX	POSTAL CODE 76033	COUNTRY USA
1d TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION CORPORATION	1f JURISDICTION OF ORGANIZATION DELAWARE	1g ORGANIZATIONAL ID #, if any DE 3015038 <input type="checkbox"/> NONE		

**2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a ORGANIZATION'S NAME						
OR	2b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION	2g ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

**3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)**

3a ORGANIZATION'S NAME THE BANK OF NEW YORK TRUST COMPANY, N.A.						
OR	3b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c MAILING ADDRESS 600 N. PEARL STREET, SUITE 420			CITY DALLAS	STATE TX	POSTAL CODE 75201	COUNTRY USA

**4 This FINANCING STATEMENT covers the following collateral:**

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT IS TO BE FILED (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Address(es) if applicable.	7. CREDIT TO REQUIRE SEARCH REPORT (s) on Debtor(s) (optional)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA 1717949 DELAWARE SECRETARY OF STATE						

*12 additional pages 0146989-01*

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/29/98)  
 NATUCCI - 5401 C T System Online

**EXHIBIT A**

(To UCC Financing Statement – BIG SMITH HOLDINGS, INC.)

4. This Financing Statement covers all of Debtor's rights, titles and interests of every kind and character now owned or hereafter acquired, created or arising in and to the following:

**Accounts**

- (a) all debts, claims, monies, accounts, receivables, accounts receivable, general intangibles regardless of form (including all choses or things in action, trade names, trademarks, patents, patents pending, infringement claims, service marks, licenses, copyrights, blueprints, drawings, plans, diagrams, schematics, computer programs, computer tapes, computer discs, reports, catalogs, customer lists, purchase orders, goodwill, route lists, monies due or recoverable from pension funds, tax refunds and all rights to any of the foregoing), book debts, contract rights and rights to payment no matter how evidenced (including those accounts listed on the Schedule or Schedules which may from time to time be attached hereto);
- (b) all chattel paper, notes, drafts, acceptances, payments under leases of equipment or sale of inventory, and other forms of obligations received by or belonging to Debtor for goods sold or leased and/or services rendered by Debtor;
- (c) all purchase orders, instruments and other documents (including all documents of title) evidencing obligations to Debtor, including those for or representing obligations for goods sold or leased and/or services rendered by Debtor;
- (d) all monies due or to become due to Debtor under all contracts, including those for the sale or lease of goods and/or performance of services by Debtor no matter how evidenced and whether or not earned by performance;
- (e) all accounts, receivables, accounts receivable, contract rights, and general intangibles arising as a result of Debtor's having paid accounts payable (or having had goods sold or leased to any such Debtor or services performed for Debtor giving rise to accounts payable) which accounts payable were paid for or were incurred by Debtor on behalf of any third parties pursuant to an agreement or otherwise;
- (f) all goods, the sale and delivery of which give rise to any of the foregoing, including any such goods which are returned to Debtor for credit;

### **Inventory**

all goods, merchandise, raw materials, work in process, finished goods, and other tangible personal property of whatever nature now owned by Debtor or hereafter from time to time existing or acquired, wherever located and held for sale or lease, including those held for display or demonstration or out on lease or consignment, or furnished or to be furnished under contracts of service or used or usable or consumed or consumable in Debtor's business or which are finished or unfinished goods and all accessions and appurtenances thereto, together with all warehouse receipts and other documents evidencing any of the same and all containers, packing, packaging, shipping and similar materials (the foregoing items in this paragraph being herein referred to as the "Inventory");

### **Equipment**

all goods, equipment, machinery, furnishings, fixtures, furniture, appliances, accessories, leasehold improvements, chattels and other articles of personal property of whatever nature (whether or not the same constitute fixtures) now owned by Debtor or hereafter acquired, and all component parts thereof and all appurtenances thereto and all drawings, specifications, plans and manuals relating thereto (the foregoing items in this paragraph being herein referred to as the "Equipment");

### **Trademarks**

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country (each such office or agency being referred to herein as a "Trademark Office") and all renewals thereof (each of the foregoing items in this paragraph being herein referred to as a "Trademark" and collectively called the "Trademarks"), including without limitation, each Trademark described in Schedule 1 attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (b) each agreement granting any right to use any Trademark (each a "Trademark License" and collectively, the "Trademark Licenses"), including each Trademark License listed in Schedule 1 (and all amendments, supplements, restatements and modifications thereof or thereto from time to time);

### Patents

- (a) all letters patent of the United States or any other country, now existing or hereafter adopted or acquired, including without limitation, the letters patent described in Schedule 2 attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), all registrations and recordings thereof, and all applications for such letters patent, including registrations, recordings and applications in the United States Patent and Trademark Office, any State thereof, or any other country (each such office or agency being referred to herein as a "Patent Office"), and all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the foregoing items in this paragraph being herein referred to as a "Patent" and collectively called the "Patents");
- (b) each agreement granting any right to use any Patent or any aspect of the subject matter of any Patent (each a "Patent License" and collectively, the "Patent Licenses"), including, without limitation the Patent Licenses described in Schedule 2 attached (and all amendments, supplements, restatements and modifications thereof or thereto from time to time);

### Copyrights

- (a) all copyrights in both published and unpublished works, whether now existing or hereafter acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office, any State thereof, or any other country (each such office or agency being referred to herein as a "Copyright Office") and all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the foregoing items in this paragraph being herein referred to as a "Copyright" and collectively called the "Copyrights"), including without limitation, the Copyrights listed on Schedule 3 attached hereto (and all amendments, supplements, restatements and modification thereof or thereto from time to time);
- (b) each agreement granting any right to use any Copyright or any aspect of the subject matter of any Copyright (each a "Copyright License" and collectively, the "Copyright Licenses"), including without limitation each Copyright License listed in Schedule 3 (and all amendments, supplements, restatements and modifications thereof or thereto from time to time);

### Contract Rights

- (a) all contracts, contract rights and related general intangibles now or hereafter owned by Debtor, together with any amendments, supplements, renewals,

extensions, modifications and rearrangements of and substitutions for any and all of such instruments and contracts (all such instruments and contracts being herein collectively called the "Pledged Documents"), together with any and all liens, security interests, guaranties and assignments now or hereafter securing payment of the Pledged Documents (all such liens, security interests, guaranties and assignments being herein collectively called the "Pledged Liens"), and all documents and instruments now or hereafter evidencing or creating any of the Pledged Liens (which documents and instruments shall constitute "Pledged Documents" for all purposes hereunder);

- (b) all rights, powers, privileges, benefits and remedies of Debtor under the Pledged Documents and the Pledged Liens and under each and every instrument now or hereafter governing, evidencing, securing or guarantying or otherwise relating to or delivered in connection with the Pledged Documents or the Pledged Liens (including all guaranties, lien priority agreements, security agreements, deeds of trust, mortgages, collateral assignments, subordination agreements, negative pledge agreements, loan agreements and title and casualty insurance policies); and
- (c) all instruments, documents, chattel papers, accounts, general intangibles, profits, income, money, credits, claims, demands and other property (real or personal) and revenues of any kind or character now or hereafter relating to, accruing or arising under or in respect of the Pledged Documents or paid, payable or otherwise distributed or distributable or transferred or transferable to Debtor under, in connection with or otherwise in respect of the Pledged Documents;

#### **Deposit and Lockbox Accounts**

- (a) all deposit accounts, lockbox accounts, concentration accounts and other collection accounts established in the name (or on behalf) of Debtor with Secured Party or any other financial institution, and all receipts therefor; and
- (b) all interest on any of the foregoing accounts; all modifications, extensions and increases of the foregoing accounts; all sums now or at any time hereafter on deposit in any of the foregoing accounts or represented by any of the foregoing accounts; all shares, deposits, investments and interest of every kind of Debtor at any time evidenced by any deposit account receipt relating to any of the foregoing or issued in connection with any of the foregoing, and all other related property previously, presently or in the future deposited with Secured Party or any other financial institution under any of the foregoing accounts;

#### **Investment Property**

all of Debtor's present and future rights, title and interest in, to and under any and all securities accounts, investment brokerage accounts, and all of Debtor's investment



property contained therein, including without limitation, all securities, securities entitlements, financial assets, instruments or other property at any time held or maintained in such accounts, together with all investment property, financial assets, instruments or other investment property at any time substituted therefor or for any part thereof, and all interest, dividends, increases, profits, new investment property, financial assets, instruments or other property and or other increments, distributions or rights of any kind received on account of any of the foregoing, and all other income received in connection therewith and all products or proceeds thereof (whether cash or non-cash proceeds);

all accessions, appurtenances and additions to and substitutions for any of the foregoing; all improvements, products and proceeds of any of the foregoing; all renewals and replacements of any of the foregoing; and all accounts, instruments, notes, chattel paper, documents (including all documents of title), books, records, contract rights and general intangibles arising from any of the foregoing (including all insurance and claims for insurance held for the benefit of Debtor or Secured Party in respect of any of the foregoing, any claim for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, and any claim for past, present or future infringement of any Patent or Copyright) and together with all general intangibles (other than as expressly excluded under Section 1.2 below) now owned by Debtor or existing or hereafter acquired, created or arising (whether or not related to any of the foregoing property).

Attached:      Schedule 1 (Trademarks), Schedule 2 (Patents), and Schedule 3 (Copyrights)

Schedule 1 (Trademarks)

**TRADEMARKS**

Trademarks (United States)

Owner	Trademark	Classes	App No / App date	Reg No/ Reg Date	Status
Big Smith Holding, Inc.	BIG SMITH	025		437,038 02-Mar-1948	REG
Big Smith , Holding, Inc.	ON THE JOB WEAR (Stylized)	025		1,026,828 09-Dec-1975	REG

Trademarks (CTM Marks)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN

Trademarks (Austria)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
Big Smith Holdings, Inc.	BIG SMITH and Design	25		87728 10-Apr-1978	REG

Trademarks (Benelux)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Holdings, Inc.	BIG SMITH	25		345073 31-Oct-1077	REG

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Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
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Trademarks (Canada)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Brands, Inc.	BIG SMITH and Design	25		475284 28-Apr-1997	
Liberty Finance Company, Inc.	DUXBAX and Design	25		306613 6-Sep-1985	REG

Trademarks (Denmark)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
Big Smith Brands, Inc.	BIG SMITH	25		VR04170 1977 22-Feb-1977	REG

Trademarks (Finland)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
Big Smith Brands, Inc.	BIG SMITH	25		200699 14-Jun-1996	REG

Trademarks (France)

AUSTIN:013214/00045:299334v2

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
Big Smith Holdings, Inc.	BIG SMITH			1520216 21-Mar-1989	REG

Trademarks (Germany)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Brands, Inc.	BIG SMITH	25		99092 11-Mar-1980	REG
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
Big Smith Holdings, Inc.	BIG SMITH and Design	25		980039 21-Dec-1978	REG

Trademarks (Greece)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Brands, Inc.	BIG SMITH	25		61288 21-Jan-1980	REG
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN

Trademarks (Ireland)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN

AUSTIN:013214/00045:299334v2

Trademarks (Italy)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Brands, Inc.	BIG SMITH	25		866998 2-Oct-1985	REG
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
Big Smith Brands, Inc.	BIG SMITH	25		338509 28-Jan-1988	REG
Big Smith Brands, Inc.	BIG SMITH and Design	24		364226 2-Aug-1985	REG

Trademarks (Japan)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Liberty Finance Company, Inc.	DUXBAX and Design	25		2252106 30-Jul-1990	REG

Trademarks (Norway)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Brands, Inc.	BIG SMITH	25		174434 20-Jun-1996	REG

Trademarks (Portugal)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
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Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
Big Smith Brands, Inc.	BIG SMITH	25		306930 4-Jun-1996	REG

Trademarks (Spain)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
Big Smith Brands, Inc.	BIG SMITH		1340346 10-Jan-1995		PEN

Trademarks (Sweden)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
Big Smith Brands, Inc.	BIG SMITH	25		160088 22-Jul-1977	REG

Trademarks (Switzerland)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
Big Smith Brands, Inc.	BIG SMITH	25		P-288496 18-Feb-1977	REG

Trademarks (United Kingdom)

Owner	Trademark	Classes	App No / App Date	Reg No / Reg Date	Status
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AUSTIN:013214/00045:299334v2

			App Date	Reg Date	
Big Smith Holdings, Inc.	BIG SMITH	9, 18, 25	3203122 5-Jun-2003		PEN
Big Smith Brands, Inc.	BIG SMITH and Design			1550981 19-Oct-1993	REG

Schedule 2 (Patents)

None.

Schedule 3 (Copyrights)

None.

AUSTIN:013214/00045:299334v2