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U.S. Patent & TMO/c/TM Mail Rpt Dtd #54

1. Name of

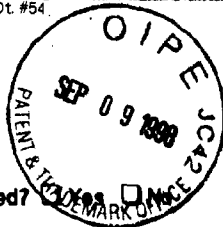
The North Face, Inc.
2013 Farallon Dr.
San Leandro, CA 94577

2. Name and address of receiving party(ies).

Name: IBJ Schroder Business Credit Corporation

Internal Address:

Additional name(s) of conveying party(ies) attached?



3. Nature of conveyance:

9-9-98

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Supplement to security agreement

Execution Date: 9/2/98

Street Address: One State Street

City: New York

State: NY

1998 SEP 01
US PATENT & TRADEMARK OFFICE
RECEIVED
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Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

(see attached)

B. Patent No.(s)

(see attached)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Clifford Chance

Internal Address: Patricia Del Rio, LA

02/08/1999 INUYEN 00000099 5713079

01 FC:581

80.00 OP

Street Address: 1 New York Plaza

City: New York

State: NY

ZIP: 10004

6. Total number of applications and patents involved:

4

7. Total fee (37 CFR 3.41):..... \$ 115.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/25/1998 TTON11 00000237 5713079

01 FC:581

80.00 OP

02 FC:630

35.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

B. April Brady

Name of Person Signing

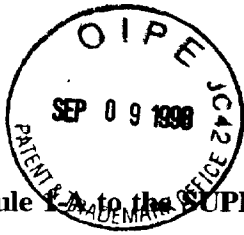
B. April Brady
Signature

9/2/98

Date

Total number of pages comprising sheet:

4



Schedule 1-A to the SUPPLEMENT TO SECURITY AGREEMENT

PATENTS

The North Face, Inc.

Patent No.	Issued	Title
5,713,079	February 3, 1998	Dual Insulation Garment
5,197,504	March 3, 1993	Self-contained Tent System
5,090,604	February 25, 1992	Backpack Device
D251,215	February 27, 1979	Tent

SUPPLEMENT TO SECURITY AGREEMENT

(PATENTS)

WHEREAS, THE NORTH FACE, INC., a Delaware corporation (herein referred to as "**Debtor**"), whose address is 2013 Farallon Drive, San Leandro, California 94577, owns the letters patent, and/or applications for letters patent, of the United States of America, more particularly described on Schedule 1-A annexed hereto as part hereof (the "**Patents**");

WHEREAS, The North Face, Inc., The North Face (Europe) Limited and The North Face, Hong Kong, Limited as Borrowers, The Industrial Bank of Japan, Limited, New York Branch as Arranger, Syndication Agent, Documentation Agent and Lender and IBJ Schroder Business Credit Corporation as Arranger, Administrative Agent, Collateral Agent and Lender and certain financial institutions are parties to a Loan Agreement dated as of September 2, 1998 (as such agreement may be amended, modified, supplemented or restated from time to time, the "**Loan Agreement**") pursuant to which Collateral Agent has been appointed and is serving as agent for the "**Beneficiaries**" (as such term is defined in the Security Agreement referred to below).

WHEREAS, Debtor has entered into a Security Agreement (said Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Secured Party for its benefit and the ratable benefit of the Beneficiaries (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Patents, together with all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, continuations, continuations-in-part, term restorations or extensions thereof and all proceeds thereof, including, without limitation, any claims by Debtor against third parties for infringement thereof for the full term of the Patents (the "**Collateral**"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

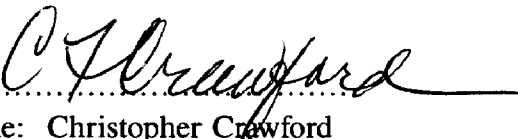
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further confirm, and put on the public record, its grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of and security interest in the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is One State Street, New York, New York 10004.

IN WITNESS WHEREOF, Debtor has duly executed or caused this Supplement to Security Agreement to be duly executed as of September 2, 1998.

THE NORTH FACE, INC.

By: 
Name: Christopher Crawford
Title: Chief Financial Officer