

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

83507-32

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Norm Thompson Outfitters, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 30, 2007

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

American Capital Financial
Name: Services, Inc., as Second Lien
Internal Address: Administrative Agent

Street Address: 2 Bethesda Metro Center

City: Bethesda

State: MD

Country: USA Zip: 20814

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.
B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

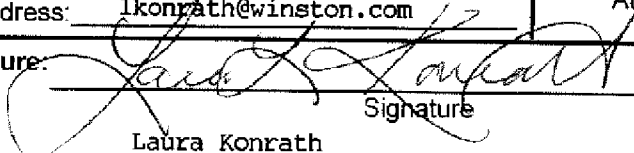
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:


Signature

Laura Konrath

Name of Person Signing

1/29/09
Date

Total number of pages including cover sheet, attachments, and documents: ☐

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$80.00 232428 6138881

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PATENT
REEL: 022177 FRAME: 0648

Continuation Item 4

SCHEDULE I

Norm Thompson Outfitters, Inc. Patents

Title	Application No.	Filing Date	Patent No.	Issued Date	Owner
Convertible backpack / shoulder bag	09/396884	9/15/99	6138881	10/31/00	Norm Thompson Outfitters, Inc.
Convertible backpack / shoulder bag	29110897	9/15/99	D425698	5/30/00	Norm Thompson Outfitters, Inc.

Error! Unknown document property name.

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Patent Security Agreement

Patent Security Agreement, dated as of April 30, 2007, by NORM THOMPSON OUTFITTERS, INC., an Oregon corporation (the "Pledgor"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing

the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

NY:1105808.2

PATENT
REEL: 022177 FRAME: 0651

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORM THOMPSON OUTFITTERS, INC.

By: 

Name: David Walde

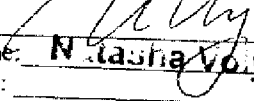
Title: Chief Financial Officer

2nd Lien Patent Security Agreement Signature Pages

PATENT
REEL: 022177 FRAME: 0652

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES,
INC., as Second Lien Administrative Agent

By: 
Name: Natasha Volynskaya
Title: Principal

SCHEDULE I
Norm Thompson Outfitters, Inc. Patents

Title	Application No.	Filing Date	Patent No.	Issued Date	Owner
Convertible backpack / shoulder bag	09/396884	9/15/99	6138881	10/31/00	Norm Thompson Outfitters, Inc.
Convertible backpack / shoulder bag	29110897	9/15/99	D425698	5/30/00	Norm Thompson Outfitters, Inc.

Error! Unknown document property name.

WINSTON & STRAWN LLP

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Fax Number: 312-558-5700

FROM: Laura Konrath
312-558-6352

DATE:

1/29/09

CHARGEBACK:

11028

83507/32

Please Deliver as Soon as Possible To:

	RECIPIENT	COMPANY	FAX NO.	PHONE NO.
1.	MAIL STOP ASSIGNMENT RECORDATION SERVICE	USPTO	(571) 273-0140	

Total number of pages including this page:

9 pages

COMMENTS

CONFIRMATION OF RECEIPT REQUESTED

Enclosed: -Facsimile Cover Sheet
-Cover Letter
-Recordation Cover Sheet
-Schedule of U.S. Patents
-Patent Security Agreement

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL AS SOON AS POSSIBLE. THANK YOU.
312-558-6352

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Confirmation: Yes _____ Name: _____ No: _____