

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2685951

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NORM THOMPSON OUTFITTERS, INC.	12/20/2013
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BDC, INC., AS COLLATERAL AGENT
Street Address:	1 AMERICAN LANE
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06831
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6138881
Patent Number:	D425698
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
Phone:	6175269628
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	32868/007
NAME OF SUBMITTER:	CHRISTINE SLATTERY
Signature:	/Christine Slattery/
Date:	01/16/2014

PATENT

Total Attachments: 5

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Patent Security Agreement

Patent Security Agreement, dated as of December 20, 2013, by the undersigned pledgors (individually a "Pledgor" and collectively, the "Pledgors"), in favor of GOLDMAN SACHS BDC, INC., in its capacity as Collateral Agent (together with any successors in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Pledge and Security Agreement dated December 20, 2013 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Collateral 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement and the Financing Agreement, the Pledgors hereby agree with the Collateral 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 Collateral 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 Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than any Contingent Indemnity Obligations) and termination of the Security Agreement, the Collateral 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 Pledged Collateral 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.

SECTION 6. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

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.

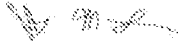
By: 

Name: Brian C. Gowen

Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

GOLDMAN SACHS BDC, INC., as
Collateral Agent

By: 
Name: Jonathan Lamm
Title: Authorized Signatory

(Signature Page to Patent Security Agreement)

PATENT
REEL: 032072 FRAME: 0777

SCHEDULE I

to

PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND PATENT APPLICATIONS

PATENT	PATENT NUMBER	DATE
Convertible Backpack / Shoulder Bag	6138881	10/31/00
Convertible Backpack/Shoulder Bag	D425698	5/30/00