

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2801520

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY AGREEMENT                           |
| <b>CONVEYING PARTY DATA</b>   |  |
| <b>Name</b>   | <b>Execution Date</b>                        |
| LANDS' END DIRECT MERCHANTS, INC.   | 04/04/2014                                   |
| <b>RECEIVING PARTY DATA</b>   |  |
| <b>Name:</b>  | BANK OF AMERICA , N.A., AS AGENT             |
| <b>Street Address:</b>  | 100 N. TRYON STREET MAIL CODE: NC1-007-17-11 |
| <b>City:</b>  | CHARLOTTE                                    |
| <b>State/Country:</b>   | NORTH CAROLINA                               |
| <b>Postal Code:</b>   | 28255-0001                                   |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |
| <b>Property Type</b>  | <b>Number</b>                                |
| <b>Patent Number:</b>   | 7084365                                      |
| <b>Patent Number:</b>   | D575048                                      |
| <b>Patent Number:</b>   | D575481                                      |
| <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 via US Mail.</i> |  |
| <b>Email:</b>   | marina.kelly@thomsonreuters.com              |
| <b>Correspondent Name:</b>  | ELAINE CARRERA, LEGAL ASSISTANT              |
| <b>Address Line 1:</b>  | 80 PINE STREET                               |
| <b>Address Line 2:</b>  | C/O CAHILL GORDON & REINDEL LLP              |
| <b>Address Line 4:</b>  | NEW YORK, NEW YORK 10005                     |
| <b>NAME OF SUBMITTER:</b>   | ELAINE CARRERA, LEGAL ASSISTANT              |
| <b>SIGNATURE:</b>   | /Marina Kelly, Thomson Reuters /             |
| <b>DATE SIGNED:</b>   | 04/04/2014                                   |
| <b>Total Attachments: 6</b>   |  |
| source=10. Patent Security Agreement (Lands' End - Executed)#page1.tif  |  |
| source=10. Patent Security Agreement (Lands' End - Executed)#page2.tif  |  |
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| source=10. Patent Security Agreement (Lands' End - Executed)#page6.tif  |  |

**PATENT**

502754924

REEL: 032608 FRAME: 0222

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

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)**

Lands' End Direct Merchants, Inc.

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

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

Execution Date(s) April 4, 2014

- ☐ 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)**

Name: Bank of America, N.A., as Agent

Internal Address: \_\_\_\_\_

Street Address: 100 N. Tryon Street,

Mail Code: NC1-007-17-11

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

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

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☐ Yes ☒ No

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

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved: 3**

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

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

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

April 4, 2014

Date

Elaine Carrera

Name of Person Signing

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

6

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

**GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

April 4, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **LANDS' END DIRECT MERCHANTS, INC.**, a Delaware corporation (the "Grantor"), hereby grants to **BANK OF AMERICA, N.A.** (in its capacity as administrative agent and collateral agent for the Credit Parties (as defined in the Term Credit Agreement (as defined below))), in such capacities and together with any successors in such capacities, the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States patents and patent applications (the "Patents") set forth on Schedule A attached hereto, (ii) rights and privileges arising under applicable Law with respect to the Grantor's use of any of the foregoing, (iii) inventions, discoveries, designs and improvements described or claimed therein, (iv) reissues, divisions, continuations, extensions and continuations-in-part thereof, (v) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (vi) rights corresponding thereto throughout the world, (vii) all causes of action and rights to sue, whether arising prior to or after the date hereof, for infringement of any of the Patents or unfair competition regarding the same, (viii) the goodwill of the businesses with which the Patents are associated, and (ix) all proceeds and products of the foregoing.

THIS GRANT (this "Grant") is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in that certain Term Loan Credit Agreement dated as of April 4, 2014 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Term Credit Agreement") by, among others, Lands' End, Inc., a Delaware corporation and the direct parent of the Grantor ("LEI"), and the Grantee. The rights and remedies of the Grantee with respect to the security interest granted

herein are as set forth in the Term Credit Agreement and that certain Term Loan Guaranty and Security Agreement by, among others, LEI, Grantor and the Grantee, dated as of April 4, 2014 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Term GSA"), all terms and provisions of which Term Credit Agreement and Term GSA are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Term Credit Agreement or the Term GSA, the provisions of the Term Credit Agreement or the Term GSA, as applicable, shall govern.

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IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Grant as of the date above first written.

**LANDS' END DIRECT MERCHANTS, INC.,** as  
Grantor

By: 

Name: Karl Dahlen

Title: Secretary

**BANK OF AMERICA, N.A., as Grantee**

By: 

Name: Heather Lamberton

Title: Managing Director

Signature Page to Grant of Security Interest in United States Patents

**PATENT**  
**REEL: 032608 FRAME: 0227**

SCHEDULE A

| <b>Patent</b>  | <b>Registration<br/>Number</b> | <b>Registration Date</b> |
|--|--------------------------------|--------------------------|
| Methods and apparatus for<br>a non-discrete sortation<br>process | 7,084,365                      | 8/1/2006                 |
| Quilted shoe upper   | D575,048                       | 8/19/2008                |
| Shoe   | D575,481                       | 8/26/2008                |