

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2801633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
LANDS' END DIRECT MERCHANTS, INC.			04/04/2014
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS AGENT		
Street Address:	100 FEDERAL STREET		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	7084365		
Patent Number:	D575048		
Patent Number:	D575481		
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	THOMAS FAHEY		
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130		
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.		
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F149214		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	04/04/2014		
Total Attachments: 5			
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PATENT

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 ABL 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 ABL Credit Agreement dated as of April 4, 2014 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "ABL 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 ABL Credit Agreement and that certain 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 “GSA”), all terms and provisions of which ABL Credit Agreement and GSA are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the ABL Credit Agreement or the GSA, the provisions of the ABL Credit Agreement or the 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: Christine M. Scott

Title: Senior Vice President and Director

SCHEDULE A

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