

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2922614

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
EDDIE BAUER LLC	07/01/2014
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL TRUSTEE
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	D675400
Patent Number:	D702419
Application Number:	29486126
Application Number:	13838607
Application Number:	13847372
Application Number:	61856451
Application Number:	61981026
Application Number:	62014856
Application Number:	29488345
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE
Address Line 2:	SUITE 2000
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	049646-0217
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/RHONDA DELEON/

PATENT

DATE SIGNED:	07/02/2014
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 1, 2014, (this "Patent Security Agreement") is made by and among the entity listed on the signature pages hereof (the "Grantor"), in favor of Goldman Sachs Bank USA ("Goldman Sachs"), as collateral trustee (in such capacity, together with its successors and permitted assigns, "Collateral Trustee") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Term Loan and Guarantee Agreement, dated as of July 1, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Loan Parties, the Lenders from time to time party thereto and Goldman Sachs, as Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement, dated as of July 1, 2014, in favor of Collateral Trustee (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant a Lien and security interest in all of its Collateral to secure the Secured Obligations; and

WHEREAS, the Grantor is a party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Trustee to enter into the Credit Agreement and/or the other Loan Documents, as applicable, to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Collateral Trustee for the benefit of the Secured Parties (as defined in the Credit Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the payment and performance in full of all the Secured Obligations, hereby pledges and grants to the Collateral Trustee for its benefit and for the benefit of the other Secured Parties, a Lien on and a first priority security interest (subject to Liens permitted under the Loan Documents) in and to all of the right, title and interest of the Grantor in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

(a) all patents issued or assigned to and all patent applications made by the Grantor (whether established or registered or recorded in the United States or any

other country or any political subdivision thereof), including, without limitation, the patents and patent applications to be listed on Schedule 1 hereto;

(b) any and all rights and privileges arising under applicable law with respect to the Grantor's use of any patents;

(c) any and all inventions and improvements described and claimed therein;

(d) any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof,

(e) any and all 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;

(f) any and all rights corresponding thereto throughout the world; and

(g) any and all rights to sue for past, present or future infringements thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Collateral Trustee pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Trustee with respect to the security interest in the Patent Collateral 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Patent Security Agreement.

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee (for the benefit of

the Secured Parties) pursuant to this Patent Security Agreement and the exercise of certain rights or remedies by the Collateral Trustee hereunder are subject to the provisions of the ABL/Term Loan Intercreditor Agreement.

Section 7. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

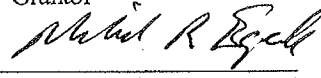
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

EDDIE BAUER LLC,
as the Grantor

By:



Name: Michael R. Egeck
Title: President

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GOLDMAN SACHS BANK USA,
as Collateral Trustee

By: 
Name: Charles D. Johnston
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 033264 FRAME: 0814

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS
Include Registration Number and Date
2. PATENT APPLICATIONS
Include Application Number and Date

Eddie Bauer Patent Report - June 25, 2014

Country ID	Status	Serial #	Filed Date	Title	Publication #	Publication Date	Patent #	Issue Date	Expiration Date	Notes
1	US	29/389,482	4/12/2011	Jacket	n/a	n/a	D675,400	2/5/2013	2/5/2027	
2	CN	201130370942.6	10/12/2011	Jacket	n/a	n/a	ZL201130370942.6	10/3/2012	10/12/2021	
3	EU	001931015	10/12/2011	Jacket	n/a	n/a	001931015	10/12/2011	10/12/2036	
4	US	29/389,477	4/12/2011	Jacket	n/a	n/a	D702,419	4/15/2014	4/15/2028	
5	CN	201130370945.X	10/12/2011	Jacket	n/a	n/a	ZL201130370945.X	7/25/2012	10/12/2021	USPTO predicts 17 months until 1st Office Action.
6	US	29/486,126	3/26/2014	Jacket	n/a	n/a				
7	EU	001931064	10/12/2011	Jacket	n/a	n/a	001931064	11/7/2011	10/12/2036	
8	US	61/487,607	5/18/2011	Systems and Methods for Providing Thermally Insulated Garments Across an Array of Host Garments	n/a	n/a	n/a	n/a	5/18/2012	
9	US	61/648,784	5/18/2012	Systems and Methods for Providing Thermally Insulated Garments Across an Array of Host Garments	n/a	n/a	n/a	n/a	5/18/2013	
10	US	13/838,607	3/15/2013	Support Structure for Luggage	US 2013-0240314 A1	9/19/2013	n/a	n/a	3/15/2033	USPTO predicts 6 months until 1st Office Action.
11	WO	PCT/US13/32889	3/19/2013	Support Structure for Luggage	WO 2013/142452	9/26/2013	n/a	n/a	9/19/2014	National-phase filings due
12	US	61/612,761	3/19/2012	Support Structure for Luggage	n/a	9/19/2013	n/a	n/a	3/19/2013	Converted to Non-Provisional (see item 10)
13	US	13/847,372	3/19/2013	Expandable Backpack System	US 2013-0264161 A1	10/10/2013	n/a	n/a	3/19/2033	USPTO predicts 6 months until 1st Office Action.
14	US	61/612,757	3/19/2012	Expandable Backpack System	n/a	10/10/2013	n/a	n/a	3/19/2013	Converted to Non-Provisional (see item 13)
15	US	61/856,451	7/19/2013	Sleeping Bag With Integrated Inflatable Ground Mat	n/a	n/a	n/a	n/a	7/19/2014	Non-Provisional filing due July 19, 2014.
16	US	61/981,026	4/17/2014	Handle for Carrying Bag	n/a	n/a	n/a	n/a	4/17/2015	Non-Provisional filing due April 17, 2015.
17	US	62/014,856	6/20/2014	Improved Access Features for Jackets and Garments	n/a	n/a	n/a	n/a	6/20/2015	Non-Provisional filing due June 20, 2015.
18	US	29/488,345	4/17/2014	Luggage Handle	n/a	n/a	n/a	n/a	n/a	USPTO predicts 9 months until 1st Office Action.
19	US	n/a	n/a	Rolling Duffel Bag (EB Expedition)	n/a	n/a	n/a	n/a	n/a	Draft in progress, projected filing date: 9/1/14.