

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5189036

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST AT REEL/FRAME 033264/0808
CONVEYING PARTY DATA	
Name	Execution Date
GOLDMAN SACHS BANK USA	10/12/2018
RECEIVING PARTY DATA	
Name:	EDDIE BAUER LLC
Street Address:	10401 NE 8TH STREET
Internal Address:	SUITE 500
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98004
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	9265317
Patent Number:	9173462
Patent Number:	D675400
Patent Number:	D702419
Patent Number:	D749298
Patent Number:	D770877
Application Number:	61487607
Application Number:	61612761
Application Number:	61612757
Application Number:	61648784
Application Number:	61856451
Application Number:	61981026
Application Number:	62014856
CORRESPONDENCE DATA	
Fax Number:	(212)446-4900
<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:	susan.zablocki@kirkland.com
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ATTORNEY DOCKET NUMBER: 45273-2

NAME OF SUBMITTER: SUSAN ZABLOCKI

SIGNATURE: /susan zablocki/

DATE SIGNED: 10/15/2018

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL

This **RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL** (the "Release") is dated as of October 12, 2018 by GOLDMAN SACHS BANK USA ("Goldman Sachs"), as collateral trustee (in such capacity, together with its successors and permitted assigns, the "Collateral Trustee") for the Secured Parties in favor of EDDIE BAUER LLC (the "Grantor"). All capitalized terms used but not otherwise defined herein having the meanings assigned to them in the Security Agreement, or if not defined therein, in the Credit Agreement, in each case, referred to below.

WITNESSETH

WHEREAS, pursuant to the Term Loan and Guarantee Agreement, dated as of July 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Everest Parent LLC, a Delaware limited liability company, Everest Holdings LLC, a Delaware limited liability company (the "Borrower"), the Subsidiary Guarantors from time to time party hereto, Goldman Sachs, as administrative agent, and each of the Lenders from time to time party thereto, the Grantor and the Collateral Trustee entered into that certain Security Agreement, dated as of July 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Trustee that certain Patent Security Agreement, dated as of July 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), and recorded with the United States Patent and Trademark Office on July 2, 2014 at Reel/Frame No. 33264/0808, pursuant to which the Grantor pledged and granted 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 in and to all of the right, title and interest of the Grantor in, to and under the Patent Collateral (as defined in the Patent Security Agreement); and

WHEREAS, the Grantor has requested that the Collateral Trustee release its Lien on and security interest in, all of the right, title and interest in, to and under the Patent Collateral

NOW, THEREFORE, in consideration of the foregoing, the Collateral Trustee hereby agrees as follows:

1. Release of Security Interest. The Collateral Trustee hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its Lien on and security interest in, all of the right, title and interest in, to and under the Patent Collateral, including the issued patents and patent applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Patent Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Collateral Trustee may have obtained in, to and under the Patent Collateral under the Security Agreement and the Patent Security Agreement.

2. Purpose. This Release has been executed and delivered by the Collateral Trustee for the purpose of recording this Release with the United States Patent and Trademark Office.

3. Further Assurances. The Collateral Trustee agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Patent Collateral.

4. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

5. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Trustee has caused this Release to be duly executed and delivered as of the date first written above.

GOLDMAN SACHS BANK USA,
as Collateral Trustee

By: 

Name:

Title:

Joshua Desai
Authorized Signatory

[Signature Page to Release of Security Interest in Patent Collateral]

PATENT
REEL: 047650 FRAME: 0442

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL
UNITED STATES PATENTS AND PATENT APPLICATIONS

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	ISSUED	29/389,482	4/12/2011	Jacket	n/a	n/a	0975,400	2/5/2013	2/5/2027	
2	CN	ISSUED	201130370942.0	10/12/2011	Jacket	n/a	n/a	ZL201130370942.0	10/3/2012	10/12/2021	
3	EU	ISSUED	001931015	10/12/2011	Jacket	n/a	n/a	001931015	10/12/2011	10/12/2036	
4	US	ISSUED	29/389,477	4/12/2011	Jacket	n/a	n/a	0762,419	4/15/2014	4/15/2028	
5	CN	ISSUED	201130370945.X	10/12/2011	Jacket	n/a	n/a	ZL201130370945.X	7/25/2012	10/12/2021	
6	US	PENDING	29/498,126	3/25/2014	Jacket	n/a	n/a				USPTO predicts 17 months until 1st Office Action.
7	EU	ISSUED	001931094	10/12/2011	Jacket	n/a	n/a	001931094	11/7/2011	10/12/2036	
8	US	EXPIRED	01/497,607	5/13/2011	Systems and Methods for Providing Thermally Insulated Garments Across an Array of Heat Garments	n/a	n/a	n/a	n/a	5/18/2012	
9	US	EXPIRED	01/348,784	5/13/2012	Systems and Methods for Providing Thermally Insulated Garments Across an Array of Heat Garments	n/a	n/a	n/a	n/a	5/18/2012	
10	US	PUBLISHED	13/936,607	3/15/2013	Support Structure for Luggage	US 2013-0240314 A1	8/19/2013	n/a	n/a	3/15/2013	USPTO predicts 6 months until 1st Office Action.
11	WO	PUBLISHED	PCT/US13/02890	3/15/2013	Support Structure for Luggage	WO 2013/142432	9/26/2013	n/a	n/a	9/19/2014	Multiple phase filings due
12	US	EXPIRED, CONVERTED	01/812,761	3/19/2012	Support Structure for Luggage	n/a	n/a	n/a	n/a	3/19/2013	Converted to Non-Provisional (see item 10)
13	US	PUBLISHED	13/847,372	3/19/2013	Expandable Backpack System	US 2013-0284181 A1	10/10/2013	n/a	n/a	3/19/2013	USPTO predicts 6 months until 1st Office Action.
14	US	EXPIRED, CONVERTED	01/812,757	3/19/2013	Expandable Backpack System	n/a	n/a	n/a	n/a	3/19/2013	Converted to Non-Provisional (see item 12)
15	US	PENDING	01/856,651	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	PENDING	01/961,026	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	PENDING	02/014,056	6/20/2014	Required 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	PENDING	29/496,346	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	IN PROGRESS	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.