

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		05/08/2009	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust FSB, as Agent
<b>Street Address:</b>	50 South Sixth Street, Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	Federal Savings Bank:

**PROPERTY NUMBERS Total: 170**

Property Type	Number	Word Mark
Registration Number:	2483723	ACTIVATOR
Registration Number:	1482049	ALL WEEK LONG
Registration Number:	2409309	CHEHALIS SWEATER
Registration Number:	2458171	DEER BAY
Registration Number:	2474273	DOWNLIGHT
Serial Number:	77095551	EB KIDS
Registration Number:	1990423	EBTEK
Registration Number:	2082388	EBTEK
Registration Number:	2498168	EBTEK
Registration Number:	0994152	EDDIE BAUER
Registration Number:	2564655	EDDIE BAUER
Registration Number:	2237509	EDDIE BAUER
Registration Number:	2722529	EDDIE BAUER

CH \$4265.00 2483723

Registration Number:	2482728	EDDIE BAUER
Registration Number:	2447116	EDDIE BAUER
Registration Number:	2534952	EDDIE BAUER
Registration Number:	2308646	EDDIE BAUER
Registration Number:	0880279	EDDIE BAUER
Registration Number:	2469401	EDDIE BAUER
Registration Number:	2483518	EDDIE BAUER
Registration Number:	2430268	EDDIE BAUER
Registration Number:	2368565	EDDIE BAUER
Registration Number:	2331757	EDDIE BAUER
Registration Number:	2364451	EDDIE BAUER
Registration Number:	2251500	EDDIE BAUER
Registration Number:	2473338	EDDIE BAUER
Registration Number:	2580307	EDDIE BAUER
Registration Number:	2722528	EDDIE BAUER
Registration Number:	2490354	EDDIE BAUER
Registration Number:	2589917	EDDIE BAUER
Registration Number:	2942552	EDDIE BAUER
Registration Number:	2892465	EDDIE BAUER
Registration Number:	2260794	EDDIE BAUER ADVENTURER
Registration Number:	2133309	EDDIE BAUER BALANCE
Registration Number:	2215435	EDDIE BAUER COFFEE & SHOP
Registration Number:	2162220	EDDIE BAUER COFFEE AND SHOP
Registration Number:	2464677	EDDIE BAUER EXPERIENCE BASED
Registration Number:	2272158	EDDIE BAUER SINCE 1920 EB TRADE MARK
Registration Number:	2249685	EDDIE BAUER SINCE 1920 EB TRADEMARK
Registration Number:	2421176	EDDIE BAUER LEGEND FOR FOUR GENERATIONS
Registration Number:	2363600	EDDIE BAUER LIFESTYLES
Registration Number:	1580777	EDDIE BAUER OUTDOOR OUTFITTER SINCE 1920
Registration Number:	1447361	EDDIE BAUER
Registration Number:	2274112	EDDIE BAUER
Registration Number:	2249698	EDDIE BAUER
Registration Number:	2331753	EDDIE BAUER
Registration Number:	0880280	EDDIE BAUER
Registration Number:	2257761	EDDIE BAUER

Registration Number:	2942551	EDDIE BAUER
Registration Number:	2892466	EDDIE BAUER
Serial Number:	76475072	EDDIE BAUER SPORT SHOP SEATTLE
Registration Number:	2801167	ELKHORN
Registration Number:	2464678	EXPERIENCE BASED
Registration Number:	2503096	GUIDE BAG
Serial Number:	76027015	JOURNEYMAN
Registration Number:	2369427	JOURNEYMAN BOMBER
Registration Number:	2392157	LACONNER
Serial Number:	78608319	LODGE COLLECTION
Registration Number:	3141435	LODGE COLLECTION
Serial Number:	78608320	LODGE COLLECTION
Serial Number:	78608321	LODGE COLLECTION
Serial Number:	78608323	LODGE COLLECTION
Registration Number:	2626680	MORE BEDDING, MORE BATH, MORE AT HOME
Registration Number:	2418414	NORTH CASCADE
Registration Number:	2001876	NORTHWIND
Registration Number:	2327854	OUR GUARANTEE. EVERY ITEM WE SELL WILL GIVE YOU COMPLETE SATISFACTION OR YOU MAY RETURN IT FOR A FULL REFUND.
Registration Number:	2724007	OUTDOOR GEAR FOR LIFE'S ADVENTURES
Registration Number:	2509561	PEEL & GO
Registration Number:	0846314	SNAP-JAC
Registration Number:	2700812	SNOHOMISH
Registration Number:	2500760	SNOHOMISH
Registration Number:	2632241	STORMCHEK
Registration Number:	1488590	STORMCHEK
Registration Number:	1715903	THERMOLENE
Registration Number:	2375777	WEATHEREDGE
Registration Number:	3070416	WINDCUTTER
Registration Number:	1483617	WINDFOIL
Registration Number:	2429474	WWW.EDDIEBAUER.COM
Registration Number:	3597604	HIGH MESA
Registration Number:	3583351	WEATHEREDGE
Registration Number:	3548488	THE ORIGINAL OUTDOOR OUTFITTER

Registration Number:	3548487	THE ORIGINAL OUTDOOR OUTFITTER
Registration Number:	3548486	THE ORIGINAL OUTDOOR OUTFITTER
Registration Number:	3548485	THE ORIGINAL OUTDOOR OUTFITTER
Registration Number:	3555526	WORLD'S FINEST DOWN
Registration Number:	3548475	WORLD'S BEST DOWN
Registration Number:	3534052	ADVENTURER
Registration Number:	3516359	PORT TOWNSEND
Registration Number:	2555447	FRIDAY HARBOR USA
Registration Number:	2875848	FRIDAY HARBOR USA
Serial Number:	78980997	LODGE COLLECTION
Serial Number:	77446343	BODIE MOUNTAIN
Serial Number:	77444768	FIRST ASCENT
Serial Number:	77713581	EDDIE BAUER EXPEDITION CLOTH
Serial Number:	77452342	FIRST ASCENT
Serial Number:	77350574	THE ORIGINAL OUTDOOR OUTFITTER
Serial Number:	77350552	THE ORIGINAL OUTDOOR OUTFITTER
Serial Number:	77625793	STARGAZER
Serial Number:	77624958	UNTAMABLE SPIRIT OF ADVENTURE
Serial Number:	77622247	HANGFIRE
Serial Number:	77622246	CLOUD LAYER
Serial Number:	77621549	PEAK XV
Serial Number:	77507034	FRIDAY HARBOR
Serial Number:	77478148	FOXY TACKLE FOR FRISKY FISH
Serial Number:	77367003	OUR CREED TO GIVE YOU SUCH OUTSTANDING QUALITY, VALUE, SERVICE AND GUARANTEE THAT WE MAY BE WORTHY OF YOUR HIGH ESTEEM
Serial Number:	77439183	ALPINE EXPRESS
Serial Number:	77488499	ALPINE BELL
Serial Number:	77504379	EB
Serial Number:	77477445	FIRST TRACKS
Serial Number:	77468182	EDDIE BAUER ADVENTURE TRAVEL
Serial Number:	77467726	EXPEDITION OUTFITTERS
Serial Number:	77467353	ORIGINAL EXPEDITION OUTFITTERS
Serial Number:	77447005	EXPEDITION OUTFITTERS
Serial Number:	77582983	THE LIGHTEST, WARMEST THINGS ON EARTH

Serial Number:	77557445	MOVE ALONG
Serial Number:	77625790	VASHON
Serial Number:	77670886	TRAVEX
Serial Number:	77501241	EB SUMMIT
Serial Number:	77488968	FIRST DESCENT
Serial Number:	77472765	EDDIE BAUER SPORT
Serial Number:	77458467	FIRST ASCENT
Serial Number:	77685398	EST. 1920 THE ORIGINAL OUTDOOR OUTFITTER
Serial Number:	77685513	RIDGELINE
Serial Number:	77685512	SNOWLINE
Serial Number:	77680200	A FIRST ASCENT EDDIE BAUER/WHITTAKER MOUNTAINEERING
Serial Number:	77680199	FIRST ASCENT EDDIE BAUER/WHITTAKER MOUNTAINEERING
Serial Number:	77680198	EDDIE BAUER/WHITTAKER MOUNTAINEERING
Serial Number:	77677804	BORN OUT THERE
Serial Number:	77621541	MIDNIGHT LIGHT
Serial Number:	77611113	EB
Serial Number:	77598515	POINT SUCCESS
Serial Number:	77597439	ADVENTURER
Serial Number:	77594636	GET MORE WARMTH WITH LESS WEIGHT
Serial Number:	77591708	AVOLITE
Serial Number:	77591412	FIDGET
Serial Number:	77436575	
Serial Number:	77436574	
Serial Number:	77436572	
Serial Number:	77464059	FIRST ASCENT
Serial Number:	77308934	EDDIE BAUER SPORT SHOP SEATTLE
Serial Number:	77428735	GIRL ON THE GO
Serial Number:	77410121	GEAR SO RUGGED IT'S GUARANTEED FOR LIFE
Serial Number:	77408861	KARA KORAM
Serial Number:	77628625	TAHOMA
Serial Number:	77626989	RAINIER STORM
Serial Number:	77626987	RIPPAC
Serial Number:	77623616	TAHOMA

Serial Number:	77411316	EXPLORER
Serial Number:	77601016	EDDIE BAUER EXPLORER
Serial Number:	77585551	OUR GUARANTEE EVERY ITEM WE SELL WILL GIVE YOU COMPLETE SATISFACTION OR YOU MAY RETURN IT FOR A FULL REFUND.
Serial Number:	77595092	SLOPE SIDE
Serial Number:	77505616	EDDIE BAUER
Serial Number:	77592780	RAINIER STORM
Serial Number:	77588618	AAH-SOME FLEECE
Serial Number:	77394280	EDDIE BAUER
Serial Number:	77390015	WEATHEREDGE 365
Serial Number:	77386286	EDDIE BAUER 365
Serial Number:	77411442	YUKON CLASSIC
Serial Number:	77512722	SHOOTING STAR
Serial Number:	77506389	VERSATREX
Serial Number:	77462304	EDDIE BAUER EXPEDITION
Serial Number:	77462184	ADVENTURER
Serial Number:	77548031	A FIRST ASCENT
Serial Number:	77548024	A
Serial Number:	77542612	SEATTLE SUEDE
Serial Number:	77539065	EB800
Serial Number:	77533857	ALPINE XTREME
Serial Number:	77511346	HEROES FOR THE EARTH
Serial Number:	77512719	GLACIER LILY
Serial Number:	77493357	EDDIE BAUER

**CORRESPONDENCE DATA**

Fax Number: (212)230-7735  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-318-6535  
Email: traceybennett@paulhastings.com  
Correspondent Name: Tracey D. Bennett  
Address Line 1: c/o Paul, Hastings, Janofsky & Walker  
Address Line 2: 75 E. 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 75360.00004

NAME OF SUBMITTER: Tracey D. Bennett

Signature:	/s/Tracey D. Bennett
Date:	05/13/2009
<p>Total Attachments: 31</p> <p>source=Eddie Bauer Agt#page1.tif source=Eddie Bauer Agt#page2.tif source=Eddie Bauer Agt#page3.tif source=Eddie Bauer Agt#page4.tif source=Eddie Bauer Agt#page5.tif source=Eddie Bauer Agt#page6.tif source=Eddie Bauer Agt#page7.tif source=Eddie Bauer Agt#page8.tif source=Eddie Bauer Agt#page9.tif source=Eddie Bauer Agt#page10.tif source=Eddie Bauer Agt#page11.tif source=Eddie Bauer Agt#page12.tif source=Eddie Bauer Agt#page13.tif source=Eddie Bauer Agt#page14.tif source=Eddie Bauer Agt#page15.tif source=Eddie Bauer Agt#page16.tif source=Eddie Bauer Agt#page17.tif source=Eddie Bauer Agt#page18.tif source=Eddie Bauer Agt#page19.tif source=Eddie Bauer Agt#page20.tif source=Eddie Bauer Agt#page21.tif source=Eddie Bauer Agt#page22.tif source=Eddie Bauer Agt#page23.tif source=Eddie Bauer Agt#page24.tif source=Eddie Bauer Agt#page25.tif source=Eddie Bauer Agt#page26.tif source=Eddie Bauer Agt#page27.tif source=Eddie Bauer Agt#page28.tif source=Eddie Bauer Agt#page29.tif source=Eddie Bauer Agt#page30.tif source=Eddie Bauer Agt#page31.tif</p>	

## SUCCESSOR ADMINISTRATIVE AGENT AGREEMENT

This SUCCESSOR ADMINISTRATIVE AGENT AGREEMENT is dated as of May 8, 2009 (this "Agreement") by and among WILMINGTON TRUST FSB ("Wilmington" or the "Successor Administrative Agent"), JPMORGAN CHASE BANK, N.A. ("JPM"), in its capacity as Administrative Agent (as defined in the Loan Agreement described below) (in such capacity, the "Retiring Administrative Agent"), and EDDIE BAUER, INC., a Delaware corporation (the "Borrower").

WHEREAS, Eddie Bauer Holdings, Inc., a Delaware corporation ("Holdings"), the Borrower, the lenders party thereto from time to time (the "Lenders"), Goldman Sachs Credit Partners L.P., as syndication agent, and the Retiring Administrative Agent entered into that certain \$225,000,000 Amended and Restated Term Loan Agreement, dated as of June 21, 2005 and amended and restated as of April 4, 2007 (as further amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Loan Agreement; and

WHEREAS, pursuant to that certain Notice of Appointment of Successor Administrative Agent dated as of April 27, 2009 (the "Appointment Notice"), the Required Lenders appointed Wilmington to act as the successor Administrative Agent under the Loan Agreement and the other Loan Documents (and waived the requirement set forth in Section 8.9 of the Loan Agreement that the Successor Administrative Agent be appointed from among the Lenders), effective as of the date of execution of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Acceptance of Appointment as Successor Administrative Agent. The Successor Administrative Agent hereby accepts the appointment pursuant to the Appointment Notice to act as the Administrative Agent under the Loan Agreement and the other Loan Documents. The Borrower and the Retiring Administrative Agent hereby waive the requirement set forth in Section 8.9 of the Loan Agreement that the Successor Administrative Agent be appointed from among the Lenders.

2. Rights, Duties and Obligations. Upon the execution of this Agreement by the parties hereto, (i) the Successor Administrative Agent hereby succeeds to and becomes vested with all the rights, powers, discretion, privileges and duties of the Retiring Administrative Agent as described in the Loan Agreement and the other Loan Documents, and shall be bound by the terms thereof, and the term "Administrative Agent" in the Loan Agreement and the other Loan Documents shall mean Wilmington, in its capacity as Successor Administrative Agent and (ii) the Retiring Administrative Agent is hereby discharged from its duties and obligations under the Loan Documents. Nothing in this Agreement shall be deemed a termination of the provisions of any Loan Document that survive the Retiring Administrative Agent's resignation pertaining to JPM in its capacity as Administrative Agent under the Loan Agreement and the other Loan



Documents. For the avoidance of doubt, the parties acknowledge and agree that JPM is entering into this Agreement, and agrees to perform the transactions contemplated herein, in its capacity as Administrative Agent under the Loan Agreement and the other Loan Documents. The parties hereby agree that the provisions of Section 8 and Section 9.5 of the Loan Agreement shall inure to the benefit of the Retiring Administrative Agent as to any actions taken or omitted to be taken in performing its duties as Administrative Agent under this Agreement and the Loan Documents and as to any actions taken or omitted to be taken as Retiring Administrative Agent under this Agreement.

3. Representations and Warranties of Retiring Administrative Agent. The Retiring Administrative Agent hereby makes the following representations and warranties to Wilmington as of the date hereof:

(a) Loan Status. Schedule I sets out (i) the outstanding principal amount of, and accrued interest payable on, the Loans as of May 8, 2009 and (ii) any other fees, charges and expenses due and payable to the Retiring Administrative Agent or the Lenders as of May 8, 2009, in each case as reflected in the books and records of the Retiring Administrative Agent.

(b) Current Lenders. Attached hereto as Schedule II is a true and correct schedule of the Lenders and the outstanding principal amount of the Loans owing to each such Lender under the Loan Agreement as reflected on the Register maintained by the Retiring Administrative Agent.

(c) Documents.

(i) Schedule III is a list of the Loan Documents delivered to the Successor Administrative Agent as of the date hereof. As of the date hereof there have been no written amendments, supplements or consents to the Loan Documents, to which the Retiring Administrative Agent has knowledge or is a party, except as set forth in Schedule IV, which have also been delivered to the Successor Administrative Agent.

(ii) The Retiring Administrative Agent has delivered, or caused to be delivered, to the Successor Administrative Agent, all notices of Default or Event of Default or similar notices received by the Retiring Administrative Agent from the Borrower or any other Loan Party or any Lender after January 1, 2009.

(iii) The Retiring Administrative Agent has delivered, or caused to be delivered, to the Successor Administrative Agent, copies of all UCC financing statements, mortgages, control agreements, filings with the United States Patent and Trademark Office and in the United States Copyright Office and other filings, registrations, recordings, consents and notices creating or perfecting the Liens on the Collateral.

(iv) The Retiring Administrative Agent has delivered, or caused to be delivered, to the Successor Administrative Agent, all Collateral in the possession of the Retiring Administrative Agent.

Except as provided above, this Agreement is made without representation or warranty of any kind, nature or description on the part of any party hereto. Without limiting the generality of the foregoing, the Successor Administrative Agent acknowledges that the Retiring Administrative Agent has not made any representation or warranty as to the financial condition of the Borrower or the value, collectibility or realizability of any Collateral or any Obligations or as to the legality, validity, enforceability, perfection or priority of any Obligations or Collateral.

4. Covenants of Retiring Administrative Agent and the Borrower.

(a) The Retiring Administrative Agent covenants and agrees that it will, in each case at the Borrower's (in accordance with Section 9.5(a) of the Loan Agreement and as otherwise set forth herein) or the Lenders' (in accordance with Section 8.7 of the Loan Agreement and as otherwise set forth herein) sole expense, and, in the case of clause (ii) below, the Borrower agrees that it will:

(i) until the date that is forty-five (45) days after the date hereof, promptly make, or will cause to be made, all reasonably requested filings and take all other actions reasonably requested that are necessary or desirable to maintain the validity, perfection and priority of the Liens on the Collateral in favor of the Successor Administrative Agent,

(ii) provide copies of all insurance documentation it has relating to the Collateral to the Successor Administrative Agent (and within 30 days of the date hereof will deliver, or will cause to be delivered, to the Successor Administrative Agent insurance certificates naming the Successor Administrative Agent as loss payee or additional insured, as appropriate, in respect of all insurance policies required to be maintained by the Loan Documents),

(iii) until the date that is forty-five (45) days after the date hereof, execute all documents as may be reasonably requested by the Successor Administrative Agent to transfer the rights and privileges of the Retiring Administrative Agent under the Loan Documents to the Successor Administrative Agent, including, without limitation, the execution, delivery and filing of any financing statements, assignments, conveyances or any other documents necessary or desirable to transfer such rights and privileges of the Retiring Administrative Agent to the Successor Administrative Agent,

(iv) until the date that is forty-five (45) days after the date hereof, take all actions reasonably requested by the Successor Administrative Agent or its representatives to facilitate the transfer of information to the Successor Administrative Agent in connection with the Loan Documents.

(b) Until the earlier to occur of (x) the date that is forty-five (45) days after the date hereof or (y) such time as all Collateral in the possession or control (as defined in the UCC) of the Retiring Administrative Agent (including, without limitation, any real estate mortgages) has been assigned or otherwise transferred to the Successor Administrative Agent and any and all consents which may be required in connection with the transfer contemplated by this Agreement have been received, the Retiring Administrative Agent shall continue to hold

such Collateral in accordance with the terms of the Loan Documents and for the purpose of perfecting the security interest granted under the Loan Documents. The Successor Administrative Agent hereby appoints the Retiring Administrative Agent to act as agent and bailee for the Successor Administrative Agent with respect to any such Collateral until such Collateral has been assigned or otherwise transferred to the Successor Administrative Agent; provided however that the Retiring Administrative Agent shall not take any action with respect to the Collateral unless and except to the extent expressly authorized in writing by the Successor Administrative Agent and permitted under the Loan Documents.

(c) Neither the Retiring Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates shall be liable for any action taken or omitted to be taken by it or such Person under or in connection with this Agreement (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct). In furtherance of the foregoing, it is understood and agreed that the Retiring Administrative Agent shall not be required to take any action or exercise any right, power or privilege (including, without limitation, the exercise of any rights or remedies under the Loan Documents) under the Loan Documents unless expressly requested in writing by the Successor Administrative Agent and permitted to be taken under the Loan Documents. The Retiring Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing reasonably believed by it to be genuine and to have been signed or sent by the proper person. The Retiring Administrative Agent may also rely upon any statement made to it orally or by telephone and reasonably believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. The Retiring Administrative Agent may consult with legal counsel, independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

(d) It is the intention and understanding of the Retiring Administrative Agent and the Successor Administrative Agent that any exchange of information under this Section 4 that is otherwise protected against disclosure by privilege, doctrine or rule of confidentiality (such information, "Privileged Information") (i) will not waive any applicable privilege, doctrine or rule of protection from disclosure, (ii) will not diminish the confidentiality of the Privileged Information and (iii) will not be asserted as a waiver of any such privilege, doctrine or rule by the Retiring Administrative Agent or the Successor Administrative Agent. The Retiring Administrative Agent and the Successor Administrative Agent will, before exchanging any Privileged Information, enter into any mutually acceptable agreement or agreements as the Retiring Administrative Agent and/or the Successor Administrative Agent may deem necessary to effectuate the intentions set forth in the foregoing sentence.

(e) Notwithstanding anything to the contrary contained in this Agreement, the Retiring Administrative Agent will have no obligation to deliver any commitment, fee or engagement letter between the Retiring Administrative Agent (or any of the Retiring Administrative Agent's affiliates) and any of the Loan Parties, or any other document or instrument (other than the Register or any Loan Document) that is covered by a confidentiality

arrangement that by the terms of which do not allow it to be disclosed to the Successor Administrative Agent.

(f) The Borrower hereby consents to all actions taken by the Retiring Administrative Agent and the Successor Administrative Agent pursuant to this Section 4.

5. Interest and Fees.

(a) Commencing on the date hereof, (i) the Successor Administrative Agent shall be entitled to receive its agency fees and expenses set forth in that certain fee letter dated as of the date hereof between the Borrower and the Successor Administrative Agent, and (ii) the Retiring Administrative Agent shall cease to be entitled to receive the administrative agent fees provided by the Loan Agreement or any other Loan Documents, provided that the Retiring Administrative Agent shall remain entitled to receive any accrued and unpaid administrative agent fees and expenses owed to it pursuant to the Loan Documents. All other provisions of the Loan Agreement and the other Loan Documents (other than any fee letter entered into between the Borrower and the Retiring Administrative Agent) providing for the payment of fees and expenses of, and providing indemnities for the benefit of, the Administrative Agent shall remain in full force and effect for the benefit of the Successor Administrative Agent.

(b) The Retiring Administrative Agent, in its capacity as Administrative Agent, shall disburse to the Lenders their respective shares of all interest and fees received from any Loan Party in respect of the Obligations prior to the date hereof in accordance with the Loan Agreement. On and after the date hereof, the Successor Administrative Agent shall disburse such interest and fees so received from any Loan Party to the Lenders in accordance with the Loan Agreement. In the event that after the date hereof, the Retiring Administrative Agent receives any amounts paid by or on behalf of any Loan Party in respect of Obligations under the Loan Documents that were intended to be received by the Successor Administrative Agent, the Retiring Administrative Agent shall receive such amounts in trust for the benefit of the Successor Administrative Agent and the Lenders and shall promptly remit all such amounts to the Successor Administrative Agent.

(c) The Borrower shall pay on the date hereof, to the extent it has received a reasonably detailed invoice therefor, (i) to the Retiring Administrative Agent its accrued and unpaid fees, costs and expenses (including without limitation legal expenses) pertaining to its role as Administrative Agent under the Loan Agreement and the other Loan Documents and (ii) to the Successor Administrative Agent the fees and expenses agreed between the Borrower and the Successor Administrative Agent to be paid as of such date.

(d) Each of the parties hereto hereby agrees that neither the Retiring Administrative Agent nor any of its affiliates shall be under any obligation to share, rebate, disgorge or refund any fees or expense reimbursement it has received or is entitled to receive under the Loan Documents (or this Agreement) or any other agreement.

6. Notice. All notices that are to be sent to the Administrative Agent pursuant to Section 9.2 of the Loan Agreement shall, except as otherwise set forth herein, be delivered as follows:

Wilmington Trust FSB  
50 South Sixth Street, Suite 1290  
Minneapolis, MN 55402  
Attention: Jeffery Rose  
Telephone No. (612) 217-5630  
Facsimile: (612) 217-5651

with a copy to:

Paul, Hastings, Janofsky & Walker LLP  
75 E. 55th Street  
New York, NY 10022  
Attention: Luc A. Despina, Esq.  
Facsimile: (212) 230-7771

provided, however, that all notices required to be sent to the Retiring Administrative Agent pursuant to its role as set forth in this Agreement or in its capacity as a former agent shall be sent to the addresses set forth in Section 9.2 of the Loan Agreement as in effect on the date hereof.

7. Entire Agreement. This Agreement and the other agreements referenced herein state the entire agreement and supersede all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. The Borrower hereby acknowledges and agrees that except as specifically modified by this Agreement, the Loan Agreement and the other Loan Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

8. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

9. Submission To Jurisdiction. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) consents to service of process in the manner provided for notices in Section 9.2 of the Loan Agreement as in effect on the date hereof (except that in the case of

service of process to Wilmington, the relevant address for such service of process shall be: 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, Attention: Jeffery Rose, (Facsimile No. (612) 217-5651; e-mail: jrose@wilmingtontrust.com) or at such other address of which the parties hereto shall have been notified pursuant thereto, with a copy to Paul, Hastings, Janofsky & Walker LLP, 75 E. 55th Street, New York, NY 10022, Attention: Luc A. Despina, Esq. (Facsimile No. (212) 230-7771; e-mail: lucdespina@paulhastings.com); and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

10. WAIVERS OF JURY TRIAL. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

11. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

12. Severability. In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

13. Counterparts and Facsimile. This Agreement may be signed in counterparts, all of which together shall constitute one and the same instrument. The parties hereto may provide signatures to this Agreement by facsimile or electronic mail, and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

**JPMORGAN CHASE BANK, N.A.,**  
as the Retiring Administrative Agent

By:   
Name: James A. Knight  
Title: Vice President

[Signature Page to Successor Administrative Agent Agreement]

LEGAL\_US\_E # 83433771

**TRADEMARK**  
**REEL: 003986 FRAME: 0449**

WILMINGTON TRUST FSB,  
as the Successor Administrative Agent

By:   
Name: Jeffrey Rose  
Title: Vice President

[Signature Page to Successor Administrative Agent Agreement]

LEGAL\_US\_B # 83433771

TRADEMARK  
REEL: 003986 FRAME: 0450



**EDDIE BAUER, INC.,**  
as the Borrower

By: \_\_\_\_\_

Name:  
Title:

*Marv Toland*  
*Chief Financial Officer*

[Signature Page to Successor Administrative Agent Agreement]

LEGAL\_US\_E # 83433771

**TRADEMARK**  
**REEL: 003986 FRAME: 0451**

**SCHEDULE I**

**Loan Status**

As at May 8, 2009:

<b>Start Date</b>	<b>End Date</b>	<b>Days</b>	<b>Interest Accrued</b>	<b>Principal</b>	<b>All-In- Rate</b>	<b>Rate</b>	<b>Spread</b>
4/9/09	10/8/09	91	226,795.82	34126017.00	8.25	5.25	3.00
4/29/09	10/30/09	91	204,187.50	99,000,000.00	8.25	5.25	3.00
4/29/09	10/30/09	91	39,187.50	19,000,000.00	8.25	5.25	3.00
5/5/09	11/5/09	92	17,875.00	26,000,000.00	8.25	5.25	3.00

Schedule II

Current Lenders

Facility Master Account Summary

Report Created: May 8, 2009

EDDIE BAUER, INC.

Facility: TERM LOAN

<u>INVESTOR NAME</u>	<u>PRINCIPAL OUTSTANDING</u>	<u>%</u>
AMMC CLO III LTD	\$ 791,671.23	0.444444468772%
AMMC CLO IV LTD	\$ 791,671.19	0.444444446316%
AMMC CLO V LTD	\$ 791,671.19	0.444444446316%
AMMC VIII LTD	\$ 791,671.19	0.444444446316%
ANCHORAGE CAP MASTER OFFSHORE	\$ 22,811,489.33	12.806377032503%
ANCHORAGE CROSSOVER CR FIN LTD	\$ 9,944,521.06	5.582857140964%
AURUM CLO 2002-1 LTD	\$ 1,425,008.14	0.800000002246%
AVENUE CLO FD LTD	\$ 2,375,013.56	1.333333333333%
AVENUE CLO II, LTD	\$ 791,671.19	0.444444446316%
AVENUE CLO V LTD	\$ 791,671.19	0.444444446316%
AVENUE CLO VI LTD	\$ 791,671.19	0.444444446316%
BALLYROCK CLO 2006-1 LTD	\$ 1,265,082.59	0.710217749943%
BALLYROCK CLO 2006-2 LTD	\$ 1,897,623.90	1.065326633335%
BATTALION CLO 2007-1 LTD	\$ 3,166,684.74	1.777777774035%
CANYON CAP CLO 2006-1 LTD	\$ 1,583,342.37	0.888888887018%
CENT CDO 14 LTD	\$ 1,820,843.74	1.022222228210%
CENT CDO 15 LTD	\$ 2,968,766.95	1.666666666667%
CONCORDIA INST MULT-STR LTD	\$ 970,240.55	0.544693339211%
CONCORDIA MAC 29 LTD	\$ 739,230.90	0.415004451596%
CONCORDIA PARTNERS LP	\$ 1,524,663.73	0.855946680714%
CREDIT SUISSE LOAN FUNDING LLC	\$ 1,848,077.25	1.037511128989%
DRY BROOK CR OPP MASTER FD LTD	\$ 791,671.19	0.444444446316%
EASTLAND CLO LTD	\$ 2,126,517.40	1.193827513698%
FIDELITY ADV SR I-HI INC ADV F	\$ 7,498,573.42	4.209701393593%
FIDELITY BALLYROCK CLO II	\$ 1,265,082.59	0.710217749943%
FIDELITY BALLYROCK CLO III	\$ 1,897,623.90	1.065326633335%
FLAGSHIP CLO III	\$ 1,068,756.10	0.599999998877%
FLAGSHIP CLO IV	\$ 1,425,008.14	0.800000002246%
FLAGSHIP CLO V	\$ 1,781,260.17	1.000000000000%

FLAGSHIP CLO VI	\$	1,425,008.14	0.800000002246%
GLENEAGLES CLO LTD.	\$	1,637,655.72	0.919380418190%
GRAYSON CLO LTD	\$	2,188,641.44	1.228703968607%
HIGHLAND FLOATING RATE FUND	\$	1,957,723.68	1.099066668066%
HIGHLAND FLTG RT ADV FD	\$	2,895,496.17	1.625532428539%
HIGHLAND LOAN FD V LTD	\$	1,583,342.37	0.888888887018%
HIGHLAND SEI INSTL INV TR ENHA	\$	1,362,084.48	0.764674640426%
JASPER CLO LTD	\$	1,606,433.72	0.901852377915%
LIBERTY CLO LTD	\$	1,979,177.97	1.11111112982%
LIME STREET CLO LTD	\$	791,671.19	0.444444446316%
LOAN FUNDING IV LLC	\$	726,029.79	0.407593344435%
LOEWS CORP	\$	10,498,855.67	5.894060759243%
MARINER LDC	\$	933,431.89	0.524028946316%
MARINER TRICADIA CR STR MST FD	\$	5,600,595.07	3.144175771920%
MONARCH MASTER FUNDING LTD	\$	10,215,298.10	5.734871453394%
NACM CLO II	\$	1,587,310.64	0.891116675000%
NATIONWIDE LIFE INS CO	\$	1,979,177.97	1.11111112982%
PENSION INV COMM OF GM FOR GM	\$	1,741,812.80	0.977854234511%
SECONDARY LOAN AND DISTRESSED	\$	24,103,725.52	13.531838821726%
STANFIELD MODENA CLO LTD	\$	1,306,257.45	0.733333328842%
STANFIELD VANTAGE CLO LTD	\$	1,444,799.91	0.811111107930%
TCW SHARED OPP FD V, LP	\$	3,772,059.03	2.117635084155%
TRICADIA DISTRESSED AND SSMF	\$	2,800,297.53	1.572087883153%
UBS AG STAMFORD BRANCH	\$	9,127,309.99	5.124074598266%
WELLS FARGO BK NA	\$	3,166,684.74	1.777777774035%
WHITEHORSE V LTD	\$	3,166,684.74	1.777777774035%
XX - LFSIGXG LLC	\$	791,671.19	0.444444446316%
<b>Facility Subtotal:</b>	\$	<b>178,126,017.00</b>	<b>100.000%</b>

### **SCHEDULE III**

#### **Loan Documents**

1. \$225,000,000 Amended and Restated Term Loan Agreement, dated as of June 21, 2005 and amended and restated as of April 4, 2007 among Eddie Bauer Holdings, Inc., Eddie Bauer, Inc., the lenders party thereto from time to time, Goldman Sachs Credit Partners L.P., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent.
2. Amended and Restated Guarantee and Collateral Agreement, dated as of June 31, 2005 and amended and restated as of April 4, 2007, by Eddie Bauer Holdings, Inc., Eddie Bauer, Inc., and certain subsidiaries of Eddie Bauer, Inc., in favor of JPMorgan Chase Bank, N.A., as administrative agent.
3. Intercreditor Agreement, dated as of June 21, 2005, by and between Bank of America, N.A., as agent for the lenders from time to time party to the ABL Facility Agreement, JPMorgan Chase Bank, N.A., as administrative agent for the lenders from time to time party to the Loan Agreement, Eddie Bauer Holdings, Inc., Eddie Bauer, Inc., and certain subsidiaries of Eddie Bauer, Inc.
4. Amended and Restated Open-End Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, dated as of June 21, 2005 and amended and restated as of April 4, 2007, made by Eddie Bauer Fulfillment Services, Inc. to JPMorgan Chase Bank, N.A., as administrative agent.
5. Grant of Security Interest in Trademark Rights, effective as of April 4, 2007, made by Eddie Bauer, Inc. in favor of JPMorgan Chase Bank, N.A., as administrative agent.
6. Grant of Security Interest in Copyright Rights, effective as of April 4, 2007, made by Eddie Bauer, Inc. in favor of JPMorgan Chase Bank, N.A., as administrative agent.

## SCHEDULE IV

### Amendments, Supplements, Consents

1. First Amendment, dated as of April 2, 2009, to and under the Amended and Restated Term Loan Agreement, dated as of June 21, 2005 and amended and restated as of April 4, 2007, among Eddie Bauer Holdings, Inc., Eddie Bauer, Inc., certain subsidiaries of Eddie Bauer, Inc., and the lenders party thereto.

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 4, 2007 is made by Eddie Bauer, Inc., a Delaware corporation, located at at 15010 NE 36<sup>th</sup> Street, Redmond, WA 98052 (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 270 Park Avenue, New York, New York, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Term Loan Agreement dated April 4, 2007, and which amends and restates the Term Loan Agreement dated as of June 21, 2005 (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among Borrower, Eddie Bauer Holdings, Inc. ("Holdings"), the Lenders, the Agent, and Goldman Sachs Credit Partners L.P., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Term Loan Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of June 21, 2005 and amended and restated as of April 4, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Term Loan Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Term Loan Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent

for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Term Loan Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

EDDIE BAUER, INC.

By:   
Name: David H. Taylor  
Title: Interim CFO

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

EDDIE BAUER, INC.

By: \_\_\_\_\_  
Name:  
Title:

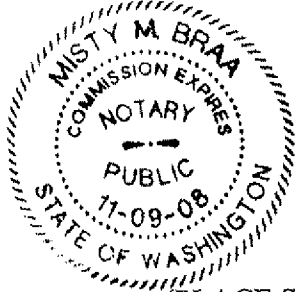
JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders

By: THK  
Name: THOMAS H. KOZLARK  
Title: EXECUTIVE DIRECTOR

ACKNOWLEDGMENT OF BORROWER

STATE OF Washington )  
COUNTY OF King ) ss

On the 3 day of April, 2007, before me personally came David Taylor, who is personally known to me to be the Interim CEO of Eddie Bauer, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Interim CEO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



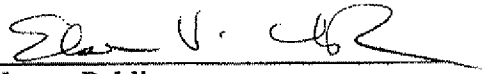
Misty M Braa  
Notary Public Misty M Braa

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
 ) ss  
COUNTY OF New York

On the 3rd day of April, 2007, before me personally came Thomas H. Kodark, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

  
Notary Public ELSA V. GRIFFITH  
Notary Public, State of New York  
No 01GR4938119  
Qualified in Kings County 2011  
Commission Expires March 30, 2011  
(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A****U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
ACTIVATOR	2483723
ALL WEEK LONG	1482049
CHEHALIS SWEATER	2409309
DEER BAY	2458171
DOWNLIGHT	2474273
EB KIDS	77/095551
EBTEK	1990423
EBTEK	2082388
EBTEK	2498168
EDDIE BAUER	994152
EDDIE BAUER	2564655
EDDIE BAUER	2237509
EDDIE BAUER	2722529
EDDIE BAUER	2482728
EDDIE BAUER	2447116
EDDIE BAUER	2534952

<u>Trademark</u>	<u>Registration or Serial Number</u>
EDDIE BAUER	2308646
EDDIE BAUER	880279
EDDIE BAUER	2469401
EDDIE BAUER	2483518
EDDIE BAUER	2430268
EDDIE BAUER	2368565
EDDIE BAUER	2331757
EDDIE BAUER	2364451
EDDIE BAUER	2251500
EDDIE BAUER	2473338
EDDIE BAUER	2580307
EDDIE BAUER	2722528
EDDIE BAUER	2490354
EDDIE BAUER	2589917
EDDIE BAUER	2942552
EDDIE BAUER	2892465
EDDIE BAUER ADVENTURER	2260794
EDDIE BAUER BALANCE	2133309

<u>Trademark</u>	<u>Registration or Serial Number</u>
EDDIE BAUER COFFEE & SHOP	2215435
EDDIE BAUER COFFEE & SHOP	2162220
EDDIE BAUER EXPERIENCE BASED	2464677
EDDIE BAUER SINCE 1920 EB TRADE MARK (EDDIE BAUER GOOSE LOGO)	2272158
EDDIE BAUER SINCE 1920 EB TRADEMARK (EDDIE BAUER GOOSE LOGO)	2249685
EDDIE BAUER LEGEND FOR FOUR GENERATIONS (AND DESIGN)	2421176
EDDIE BAUER LIFESTYLES	2363600
EDDIE BAUER OUTDOOR OUTFITTER SINCE 1920 (AND DESIGN)	1580777
EDDIE BAUER	1447361
EDDIE BAUER SIGNATURE (DESIGN)	2274112
EDDIE BAUER SIGNATURE (DESIGN)	2249698
EDDIE BAUER SIGNATURE (DESIGN)	2331753
EDDIE BAUER SIGNATURE DESIGN	880280
EDDIE BAUER SIGNATURE DESIGN	2257761

<u>Trademark</u>	<u>Registration or Serial Number</u>
EDDIE BAUER SIGNATURE DESIGN	2942551
EDDIE BAUER SIGNATURE DESIGN	2892466
EDDIE BAUER SPORT SHOP SEATTLE (AND DESIGN)	76/475072
ELKHORN	2801167
EXPERIENCE BASED	2464678
GUIDE BAG	2503096
JOURNEYMAN	76/027015
JOURNEYMAN BOMBER	2369427
LACONNER	2392157
LODGE COLLECTION	78/608319
LODGE COLLECTION	3141435
LODGE COLLECTION	78/608320
LODGE COLLECTION	78/608321
LODGE COLLECTION	78/608323
MORE BEDDING, MORE BATH, MORE AT HOME	2626680
NORTH CASCADE	2418414
NORTHWIND	2001876



<u>Trademark</u>	<u>Registration or Serial Number</u>
OUR GUARANTEE. EVERY ITEM WE SELL WILL GIVE YOU COMPLETE SATISFACTION OR YOU MAY RETURN IT FOR A FULL REFUND	2327854
OUTDOOR GEAR FOR LIFE'S ADVENTURES	2724007
PEEL & GO (AND DESIGN)	2509561
SNAP-JAC	846,314
SNOHOMISH	2700812
SNOHOMISH	2500760
STORMCHEK	2632241
STORMCHEK	1,488,590
THERMOLENE	1715903
WEATHEREDGE	2,375,777
WINDCUTTER	3070416
WINDFOIL	1,483,617
www.eddiebauer.com	2429474

**SUPPLEMENTAL SCHEDULE**

**U.S. Trademark Registrations and Applications**

A. REGISTERED TRADEMARKS

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>
HIGH MESA	3597604
WEATHEREDGE	3583351
THE ORIGINAL OUTDOOR OUTFITTER	3548488
THE ORIGINAL OUTDOOR OUTFITTER	3548487
THE ORIGINAL OUTDOOR OUTFITTER	3548486
THE ORIGINAL OUTDOOR OUTFITTER	3548485
WORLD'S FINEST DOWN	3555526
WORLD'S BEST DOWN	3548475
ADVENTURER	3534052
PORT TOWNSEND	3516359
FRIDAY HARBOR USA	2555447
FRIDAY HARBOR USA	2875848

B. TRADEMARK APPLICATIONS

<u>Application</u>	<u>Serial Number</u>
LODGE COLLECTION	78/980997
BODIE MOUNTAIN	77/446343
FIRST ASCENT	77/444768
EDDIE BAUER EXPEDITION CLOTH	77/713581
FIRST ASCENT	77/452342
THE ORIGINAL OUTDOOR OUTFITTER	77/350574
THE ORIGINAL OUTDOOR OUTFITTER	77/350552
STARGAZER	77/625793
UNTAMABLE SPIRIT OF ADVENTURE	77/624958
HANGFIRE	77/622247
CLOUD LAYER	77/622246
PEAK XV	77/621549
FRIDAY HARBOR	77/507034
FOXY TACKLE FOR FRISKY FISH	77/478148
OUR CREED TO GIVE YOU SUCH OUTSTANDING QUALITY, VALUE, SERVICE AND GUARANTEE THAT WE MAY BE WORTHY OF YOUR HIGH ESTEEM	77/367003
ALPINE EXPRESS	77/439183
ALPINE BELL	77/488499
EB	77/504379
FIRST TRACKS	77/477445
EDDIE BAUER ADVENTURE TRAVEL	77/468182
EXPEDITION OUTFITTERS	77/467726
ORIGINAL EXPEDITION OUTFITTERS	77/467353
EXPEDITION OUTFITTERS	77/447005
THE LIGHTEST, WARMEST THINGS ON EARTH	77/582983
MOVE ALONG	77/557445

<u>Application</u>	<u>Serial Number</u>
VASHON	77/625790
TRAVEX	77/670886
EB SUMMIT	77/501241
FIRST DESCENT	77/488968
EDDIE BAUER SPORT	77/472765
FIRST ASCENT	77/458467
EST. 1920 THE ORIGINAL OUTDOOR OUTFITTER	77/685398
RIDGELINE	77/685513
SNOWLINE	77/685512
A FIRST ASCENT EDDIE BAUER/WHITTAKER MOUNTAINEERING	77/680200
FIRST ASCENT EDDIE BAUER/WHITTAKER MOUNTAINEERING	77/680199
EDDIE BAUER/WHITTAKER MOUNTAINEERING	77/680198
BORN OUT THERE	77/677804
MIDNIGHT LIGHT	77/621541
EB	77/611113
POINT SUCCESS	77/598515
ADVENTURER	77/597439
GET MORE WARMTH WITH LESS WEIGHT	77/594636
AVOLITE	77/591708
FIDGET	77/591412
DESIGN ONLY	77/436575
DESIGN ONLY	77/436574
DESIGN ONLY	77/436572
FIRST ASCENT	77/464059
EDDIE BAUER SPORT SHOP SEATTLE	77/308934
GIRL ON THE GO	77/428735
GEAR SO RUGGED ITS GUARANTEED FOR LIFE	77/410121

<u>Application</u>	<u>Serial Number</u>
KARA KORAM	77/408861
TAHOMA	77/628625
RAINIER STORM	77/626989
RIPPAC	77/626987
TAHOMA	77/623616
EXPLORER	77/411316
EDDIE BAUER EXPLORER	77/601016
OUR GUARANTEE EVERY ITEM WE SELL WILL GIVE YOU COMPLETE SATISFACTION OR YOU MAY RETURN IT FOR A FULL REFUND	77/585551
SLOPE SIDE	77/595092
EDDIE BAUER	77/505616
RAINIER STORM	77/592780
AAH-SOME FLEECE	77/588618
EDDIE BAUER	77/394280
WEATHEREDGE	77/390015
EDDIE BAUER 365	77/386286
YUKON CLASSIC	77/411442
SHOOTING STAR	77/512722
VERSATREX	77/506389
EDDIE BAUER EXPEDITION	77/462304
ADVENTURER	77/462184
A FIRST ASCENT	77/548031
A	77/548024
SEATTLE SUEDE	77/542612
EB 800	77/539065
ALPINE XTREME	77/533857
HEROES FOR THE EARTH	77/511346
GLACIER LILY	77/512719

<u>Application</u>	<u>Serial Number</u>
EDDIE BAUER	77/493357