

01-23-2004

TRAC



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OMB No. 0651-0011 (exp. 4/94)  
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**PATAGONIA, INC.**  
**PATAGONIA INTERNATIONAL, INC.**  
**GREAT PACIFIC IRON WORKS**  
**259 West Santa Clara Street**  
**Ventura, California 93001**

Individuals(s)  Association  
 General Partnership  Limited Partnership

Corporation-State **California**  
 Other **DELAWARE (Great Pacific Ironworks)**

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

2. Name and address of receiving party(ies)  
Name: **Union Bank of California, N.A.**  
Internal Address:  
Street Address: **445 South Figueroa Street,**  
**10<sup>th</sup> Floor**  
City: **Los Angeles State: CA Zip: 90071**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_

Corporation-State **a bank organized and existing under the laws of the United States of America**  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 **Security Agreement(Amendment)**  Change of Name  
 Other \_\_\_\_\_

Execution Date: **November 26, 2003**

4. Application number(s) or patent number(s):  
A. Trademark Application No.(s)  
**01/26/2004 LUJELLER 00000064 200052 2712597**  
**01 FC:6521 40.00 DA**  
**02 FC:6522 300.00 DA**

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
**Capilene (Reg. No. 2,712,597)**

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Mr. Michael Wright**  
Name: **Buchalter, Nemer, Fields & Younger**  
Internal Address:  
\_\_\_\_\_  
Street Address: **601 South Figueroa Street, 24th Floor**  
City: **Los Angeles State: California ZIP: 90017**

6. Total number of applications and registrations involved: **13**

7. Total fee (37 CFR 3.41) ..... \$ **340<sup>00</sup>**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**20-0052**  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of *my knowledge and belief*, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
*Christine Wilson*  
**MR. MICHAEL WRIGHT** *Christine Wilson* January 21, 2003

**SCHEDULE A-2**

**Federal Trademark Registrations**

	<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
1.	Capilene	2,712,597	05/06/03
2.	Committed to the Core	2,616,350	09/10/02
3.	Critical Mass	2,495,012	10/02/01
4.	Enlightened Layering	2,722,187	06/3/03
5.	Marlwalker	2,512,603	11/27/01
6.	Patagonia	2,662,619	12/17/02
7.	R2	2,434,982	03/13/01
8.	R4	2,722,004	06/03/03
9.	R5	2,557,293	04/02/02
10.	Regulator	2,564,930	04/30/02
11.	Regulator	2,548,996	03/19/02
12.	RYNO WEAVE	2,498,985	10/16/01
13.	Stormfront	2,489,121	09/11/01

SECOND AMENDMENT TO MEMORANDUM OF SECURITY INTEREST  
IN TRADEMARKS AND GOODWILL

THIS SECOND AMENDMENT TO MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS AND GOODWILL (this "Amendment"), dated as of November 26, 2003, amends and shall be considered part of that certain Memorandum of Security Interest in Trademarks and Goodwill, dated as of May 1, 2000 (the "Grant Memorandum"), as previously amended by that certain First Amendment to Memorandum of Security Interest in Trademarks and Goodwill, dated as of September 28, 2001 (collectively with the Grant Memorandum, the "Memorandum"), executed by PATAGONIA, INC., a California corporation ("Patagonia"), and GREAT PACIFIC IRON WORKS, a California corporation ("Great Pacific"), and later joined by PATAGONIA INTERNATIONAL, INC., a California corporation, pursuant to that certain Joinder Agreement of even date herewith ("International" and collectively with Patagonia and Great Pacific, jointly and severally, the "Borrowers"), in favor of the several financial institutions (collectively, the "Banks") from time to time party to that certain Second Amended and Restated Revolving Credit Agreement, of even date herewith (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), UNION BANK OF CALIFORNIA, N.A., a bank organized and existing under the laws of the United States of America ("Union"), and BANK OF AMERICA, N.A., a bank organized and existing under the laws of the United States of America, as the issuers of the Letters of Credit (as defined in the Credit Agreement) (collectively, the "Issuing Banks"), and Union, as agent for the Banks and the Issuing Banks (in such capacity as the "Agent"), with such Memorandum being filed and recorded in the United States Patent and Trademark Office on September 14, 2000 (Reel 002164 and Frame 0504 as a reference number), and on October 25, 2001 (Reel 002393 and Frame 0647 as a reference number).

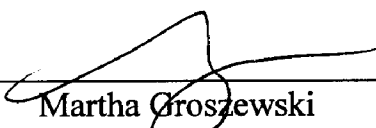
A security interest in and to all of Borrowers' right, title, and interest in and to the trademarks, trademark registrations, and applications therefor, as identified on Schedule A to the Memorandum (collectively, the "Trademarks"), together with the goodwill and assets of the business owned by the Borrowers to which such Trademarks are appurtenant, and all actions for infringement concerning the foregoing, has been granted by the Borrowers to the Agent, the Banks, and the Issuing Banks pursuant to the Grant Memorandum.


The terms and conditions of the aforementioned security interest are contained in that certain Intellectual Property Security Agreement, dated as of August 6, 1999, as previously amended by that certain First Amendment to Intellectual Property Security Agreement, dated as of May 1, 2000, and amended concurrently herewith by that certain Second Amendment to Intellectual Property Security Agreement, executed by the Patagonia and Great Pacific, and joined by International pursuant to that certain Joinder Agreement of even date herewith, in favor of the Agent, the Banks, and the Issuing Banks as security for Borrowers' performance of the obligations set forth in the Credit Agreement and the other agreements referred to therein.

Schedule A of the Memorandum is hereby amended by adding the trademarks, trademark registrations, and applications therefor, which are identified on Schedule A-2 attached hereto and incorporated hereby, to the list of Trademarks previously set forth on such Schedule A.

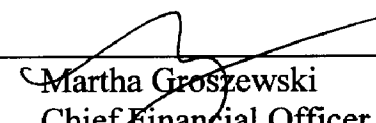
IN WITNESS WHEREOF, the undersigned has duly executed this Amendment as of the date first noted above.


**PATAGONIA , INC.,**  
a California corporation

By:   
Martha Groszewski  
Chief Financial Officer


By:   
Robert S. Kelleher  
Chief Operating Officer


**GREAT PACIFIC IRON WORKS,**  
a California corporation

By:   
Martha Groszewski  
Chief Financial Officer

By:   
Robert S. Kelleher  
Chief Operating Officer

**PATAGONIA INTERNATIONAL, INC.,**  
a California corporation

By:   
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