

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDDIE BAUER LLC		03/31/2017	Limited Liability Company: DELAWARE
EVEREST HOLDINGS LLC		03/31/2017	Limited Liability Company: DELAWARE
EDDIE BAUER of CANADA CORPORATION		03/31/2017	Corporation: CANADA
EVEREST PARENT LLC		03/31/2017	Limited Liability Company: DELAWARE
EDDIE BAUER PARENT LLC		03/31/2017	Limited Liability Company: DELAWARE
TRILOGY FULFILLMENT LLC		03/31/2017	Limited Liability Company: DELAWARE
TRILOGY REAL ESTATE HOLDINGS LLC		03/31/2017	Limited Liability Company: DELAWARE
EDDIE BAUER GIFT CARD SERVICES LLC		03/31/2017	Limited Liability Company: OHIO
EDDIE BAUER LEGACY GIFT CARD SERVICES LLC		03/31/2017	Limited Liability Company: OHIO
EDDIE BAUER INTERNATIONAL HOLDINGS, INC.		03/31/2017	Corporation: DELAWARE
EDDIE BAUER LICENSING HOLDCO LLC		03/31/2017	Limited Liability Company: DELAWARE
EDDIE BAUER LICENSING SERVICES LLC		03/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	100 FEDERAL STREET		
Internal Address:	9TH FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
TRADEMARK			

OP \$190.00 5035187

Property Type	Number	Word Mark
Registration Number:	5035187	EDDIE BAUER
Serial Number:	86858308	THE ONE TREE INITIATIVE
Serial Number:	86925356	ADVENTURE REWARDS
Serial Number:	87057743	EVERDOWN
Serial Number:	87304557	TRIPLETHERM
Serial Number:	87324083	EVERTHERM
Serial Number:	87330488	DURAWEAVE

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 800-494-5225

Email: ipteam@nationalcorp.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F169780
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	04/24/2017

Total Attachments: 10

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SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2017 (this "Amendment") is made by and among the entities listed on the signature pages hereof (individually, a "Grantor", and collectively, the "Grantors"), in favor of each of (i) Bank of America, N.A., as administrative agent (in such capacity, together with its successors and assigns, "Administrative Agent") for the Credit Parties (as defined in the Credit Agreement referred to below), and (ii) Bank of America, N.A. (acting through its Canada branch), as Canadian agent (in such capacity, together with its successors and assigns, "Canadian Agent") for the Canadian Credit Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of July 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between, among others, (i) Eddie Bauer LLC, a Delaware limited liability company, and Everest Holdings LLC, a Delaware limited liability company, as Domestic Borrowers (the "Domestic Borrowers"), (ii) Eddie Bauer of Canada Corporation, a corporation organized under the laws of Canada, as Canadian Borrower (the "Canadian Borrower", and together with the Domestic Borrowers, collectively, the "Borrowers"), (iii) the Guarantors from time to time party thereto, (iv) the Lenders from time to time party thereto, (v) the Administrative Agent, (vi) the Canadian Agent, (vii) Bank of America, N.A., and Wells Fargo Bank, National Association, as co-collateral agents for the benefit of themselves and the other Credit Parties referenced therein, (viii) TPG Specialty Lending, Inc., as FILO Agent, and (ix) Bank of America, N.A. and Bank of America, N.A. (acting through its Canada branch), as L/C Issuer and as Swing Line Lender, pursuant to which the Lenders have severally agreed to make loans, and the L/C Issuers have severally agreed to issue letters of credit, in each case to or for the account of the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, reference is further made to that certain Amended and Restated Security Agreement dated as of July 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the Administrative Agent and the Canadian Agent, pursuant to which each Grantor granted a Lien and security interest in substantially all of such Grantors' assets (including, without limitation, the Trademark Collateral (as defined below)) as security for the Secured Obligations;

WHEREAS, reference is further made to that certain Trademark Security Agreement dated as of July 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "TM Security Agreement"), by and among the Grantors, the Administrative Agent and the Canadian Agent, pursuant to which each Grantor ratified its grant of Lien provided in the Security Agreement and further granted a Lien

and security interest in the Trademark Collateral described therein, as security for the Secured Obligations;

WHEREAS, the Grantors have advised the Administrative Agent and the Canadian Agent that they have acquired new assets of the type constituting Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Security Agreement requires that the Grantors confirm the attachment of the Lien and security interest created by the Security Agreement to the Additional Trademark Collateral (as defined below); and

WHEREAS, the Grantors, the Administrative Agent and the Canadian Agent desire to amend the TM Security Agreement to evidence such attachment.

NOW, THEREFORE, in consideration of the premises and to induce the Agents, the Canadian Agent, the Lenders, the L/C Issuers and the other Credit Parties to enter into the Credit Agreement and/or the other Loan Documents, as applicable, to induce the Lenders and L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent and the Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement, the Security Agreement or the TM Security Agreement, as applicable.

Section 2. Grant of Security Interest in Additional Trademark Collateral. Each Grantor, as collateral security for the payment and performance in full of all the Secured Obligations, hereby reaffirms and ratifies the grant of security interest provided in the Security Agreement and the TM Security Agreement and hereby further pledges and grants to the Administrative Agent (for the benefit of itself and the other Credit Parties), or to the Canadian Agent (for the benefit of itself and the other Canadian Credit Parties), as applicable, a lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under the following assets of such Grantor (collectively, the "Additional Trademark Collateral"):

(a) the trademarks (including service marks), industrial designs, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), listed on Schedule A hereto;

(b) any and all rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks;

- (c) all goodwill of the businesses with which any trademarks are associated;
- (d) any and all reissues, continuations, extensions and renewals of any of the foregoing;
- (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, claims and payments for past, present or future infringements thereof;
- (f) any and all rights corresponding thereto throughout the world;
- (g) any and all rights to sue for past, present or future infringements thereof; and
- (h) any and all proceeds and products of the foregoing.

Section 3. Amendment to TM Security Agreement. The TM Security Agreement is hereby amended by supplementing (but not replacing) Schedule I thereof with the trademarks (including service marks) and registrations and applications for the foregoing listed on Schedule A hereto. The parties hereto acknowledge and agree that the Additional Trademark Collateral shall constitute "Trademark Collateral" under the TM Security Agreement for all purposes.

Section 4. Security Agreement. The security interest granted pursuant to this Amendment is granted in conjunction with the security interest granted to the Administrative Agent and the Canadian Agent pursuant to the Security Agreement and the TM Security Agreement each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent and the Canadian Agent with respect to the security interest in the Additional Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the TM Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Amendment 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 Amendment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Amendment.

Section 6. TM Security Agreement. Except as specifically amended hereby, the TM Security Agreement remains in full force and effect as of the date hereof.

Section 7. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Amendment 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 a Grantor

By: 

Name: Daniel E. Templin

Title: Vice President

EVEREST HOLDINGS LLC, as a Grantor

By: 

Name: Daniel E. Templin

Title: Vice President

EDDIE BAUER OF CANADA
CORPORATION, as a Grantor

By: 

Name: Daniel E. Templin

Title: Vice President

EVEREST PARENT LLC, as a Grantor

By: 

Name: Daniel E. Templin

Title: Vice President

EDDIE BAUER PARENT LLC, as a
Grantor

By: 


Name: Daniel E. Templin

Title: Vice President


Signature Page to Second Amendment to Trademark Security Agreement

TRADEMARK
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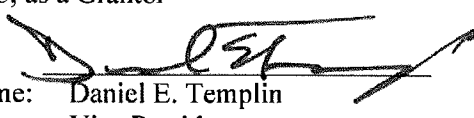
TRILOGY FULFILLMENT LLC, as a
Grantor

By: 
Name: Daniel E. Templin
Title: Chief Financial Officer

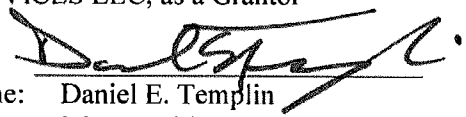
TRILOGY REAL ESTATE HOLDINGS
LLC, as a Grantor

By: 
Name: Daniel E. Templin
Title: Chief Financial Officer

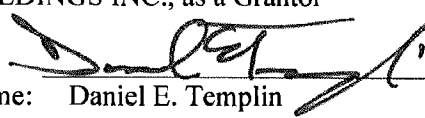
EDDIE BAUER GIFT CARD SERVICES
LLC, as a Grantor

By: 
Name: Daniel E. Templin
Title: Vice President

EDDIE BAUER LEGACY GIFT CARD
SERVICES LLC, as a Grantor

By: 
Name: Daniel E. Templin
Title: Vice President


EDDIE BAUER INTERNATIONAL
HOLDINGS INC., as a Grantor

By: 
Name: Daniel E. Templin
Title: Vice President

Signature Page to Second Amendment to Trademark Security Agreement

TRADEMARK
REEL: 006041 FRAME: 0256

EDDIE BAUER LICENSING HOLDCO
LLC, as a Grantor

By: 
Name: Daniel E. Templin
Title: Vice President

EDDIE BAUER LICENSING SERVICES
LLC, as a Grantor

By: 
Name: Daniel E. Templin
Title: Vice President

Signature Page to Second Amendment to Trademark Security Agreement

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A., as Administrative Agent

By: 

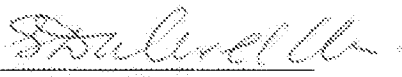
Name: Stephen J. Gavin

Title: Managing Director

Signature Page to Second Amendment to Trademark Security Agreement

TRADEMARK
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BANK OF AMERICA, N.A. (acting through its Canada branch),
as Canadian Agent

By: 

Name: Sylwia Durkiewicz

Title: Vice President

Signature Page to Second Amendment to Trademark Security Agreement

TRADEMARK
REEL: 006041 FRAME: 0259

SCHEDULE A
TO
SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Grantor: Eddie Bauer Licensing Services LLC

Mark	Serial No./ Registration No.	App. Date/ Reg. Date	Country
EDDIE BAUER	86847825 5035187	12/14/2015 9/6/2016	US
THE ONE TREE INITIATIVE	86858308	12/28/2015	US
ADVENTURE REWARDS	86925356	3/1/2016	US
EVERDOWN	87057743	6/2/2016	US
TRIPLETHERM	87304557	1/17/2017	US
EVERTHERM	87324083	2/3/2017	US
DURAWEAWE	87330488	2/9/2017	US
ADVENTURE REWARDS	1771646	3/10/2016	Canada
DURAWEAWE	1822777	2/14/2017	Canada
EVERDOWN	1785621	6/6/2016	Canada
EVERTHERM	1821650	2/7/2017	Canada
THE ONE TREE INITIATE	1762467	1/8/2016	Canada
TRIPLETHERM	1819041	1/20/2017	Canada

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