

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803857

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eddie Bauer Licensing Services LLC		04/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	900 W Trade Street		
Internal Address:	NC1-026-06-03		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 108			
Property Type	Number	Word Mark	
Registration Number:	3926934	A	
Registration Number:	4012932	COMFORTCLOTH	
Registration Number:	3634128	EDDIE BAUER	
Registration Number:	2490354	EDDIE BAUER	
Registration Number:	2469401	EDDIE BAUER	
Registration Number:	880280	EDDIE BAUER	
Registration Number:	4729246	TRAVEX	
Registration Number:	6442662	TRIPLETHERM	
Registration Number:	4642528	TRIPZIP	
Registration Number:	6881455	EDDIE BAUER	
Registration Number:	4689844	STORMDOWN	
Registration Number:	4729245		
Registration Number:	3548488	THE ORIGINAL OUTDOOR OUTFITTER	
Registration Number:	3548486	THE ORIGINAL OUTDOOR OUTFITTER	
Registration Number:	4765214	THERMAFILL	
Registration Number:	3676061	TRAVEX	
Registration Number:	4630194	SPORTGRIP	
Registration Number:	4168225	STARGAZER	
		TRADEMARK	

CH \$2715.00 3926934

Property Type	Number	Word Mark
Registration Number:	4262609	STAY SHAPE
Registration Number:	4951907	STINE
Registration Number:	3765319	STINE JACKET
Registration Number:	4384896	STORM SHED
Registration Number:	3788438	RIDGELINE
Registration Number:	3839340	RIPPAC
Registration Number:	3883422	SLOPE SIDE
Registration Number:	4721548	SNOWFOIL
Registration Number:	4625080	SOLARFOIL
Registration Number:	4721537	SPORTEDGE
Registration Number:	4718204	MICROTHERM
Registration Number:	4721534	MIDLITE
Registration Number:	5945048	A MOUNTAIN OPS
Registration Number:	3778739	ORIGINAL EXPEDITION OUTFITTERS
Registration Number:	3753148	PEAK XV
Registration Number:	4179969	RAINFOIL
Registration Number:	3716119	GIRL ON THE GO
Registration Number:	3945312	GUIDE BUILT. GUIDE TRUSTED
Registration Number:	4721533	INSOFIT
Registration Number:	4720978	KARA KORAM
Registration Number:	4721538	LUKLA
Registration Number:	4455365	MICROTHERM
Registration Number:	4679519	FREEDRY
Registration Number:	6449704	FREEFUSE
Registration Number:	5078277	FREEHEAT
Registration Number:	5669013	FREEPELLENT
Registration Number:	4756730	FREESHADE
Registration Number:	4846655	FREEVENT
Registration Number:	3945311	EVERYTHING YOU NEED. NOTHING YOU DON'T
Registration Number:	4765206	FIRST ADVENTURE
Registration Number:	3709629	FIRST ASCENT
Registration Number:	4765193	FREECOOL
Registration Number:	4778196	FREECOOL
Registration Number:	5858214	FREECOOL
Registration Number:	2257761	EDDIE BAUER
Registration Number:	2942551	EDDIE BAUER
Registration Number:	3901346	EDDIE'S FAVORITE
Registration Number:	2801167	ELKHORN

Property Type	Number	Word Mark
Registration Number:	3933239	EST. 1920 THE ORIGINAL OUTDOOR OUTFITTER
Registration Number:	5445147	EVERTHERM
Registration Number:	4290047	EDDIE BAUER
Registration Number:	3752804	EDDIE BAUER
Registration Number:	2274112	EDDIE BAUER
Registration Number:	2331753	EDDIE BAUER
Registration Number:	2249698	EDDIE BAUER
Registration Number:	2892466	EDDIE BAUER
Registration Number:	3070416	WINDCUTTER
Registration Number:	2375777	WEATHEREDGE
Registration Number:	3883663	WEATHEREDGE
Registration Number:	3583351	WEATHEREDGE
Registration Number:	4134348	VERSATREX
Registration Number:	4488905	EDDIE BAUER
Registration Number:	2942552	EDDIE BAUER
Registration Number:	2892465	EDDIE BAUER
Registration Number:	2483518	EDDIE BAUER
Registration Number:	4295868	YUKON CLASSIC
Registration Number:	3548475	WORLD'S BEST DOWN
Registration Number:	1483617	WINDFOIL
Registration Number:	2331757	EDDIE BAUER
Registration Number:	2482728	EDDIE BAUER
Registration Number:	2368565	EDDIE BAUER
Registration Number:	2237509	EDDIE BAUER
Registration Number:	2534952	EDDIE BAUER
Registration Number:	2447116	EDDIE BAUER
Registration Number:	5807310	DURAWEAVE
Registration Number:	6622943	EBTEK
Registration Number:	2251500	EDDIE BAUER
Registration Number:	880279	EDDIE BAUER
Registration Number:	2308646	EDDIE BAUER
Registration Number:	994152	EDDIE BAUER
Registration Number:	5192553	ADVENTURE REWARDS
Registration Number:	3622942	ADVENTURER
Registration Number:	4679567	AIRSPACE TECHNOLOGY
Registration Number:	4279858	ALCHEMIST
Registration Number:	3753151	CLOUD LAYER
Registration Number:	2474273	DOWNLIGHT

Property Type	Number	Word Mark
Registration Number:	4492060	
Registration Number:	3931943	STORMREPEL
Registration Number:	4518882	
Registration Number:	4534080	TRAVEX
Registration Number:	3974941	A FIRST ASCENT
Registration Number:	3915192	A FIRST ASCENT
Registration Number:	4342683	EDDIE BAUER
Registration Number:	3934798	FIRST ASCENT
Registration Number:	1538160	FIRST ASCENT
Registration Number:	3732773	FIRST ASCENT
Registration Number:	4495630	LIVE YOUR ADVENTURE
Registration Number:	4965429	M MOTION
Serial Number:	90619372	PRESERVE, PROTECT, PLAY
Serial Number:	97191368	EDDIE BAUER

CORRESPONDENCE DATA

Fax Number:

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: 2128598000
Email: teas@friedfrank.com
Correspondent Name: Brian Marte c/o Fried Frank et al
Address Line 1: 1 New York Plaza
Address Line 2: 27th Floor
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	033748-00108
NAME OF SUBMITTER:	Brian Marte
SIGNATURE:	/Brian Marte/
DATE SIGNED:	04/18/2023

Total Attachments: 12
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), dated as of April 14, 2023, is made by Eddie Bauer Licensing Services LLC (the “**Grantor**”) in favor of Bank of America, N.A., as Collateral Agent for the Secured Parties (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of December 20, 2021 (as amended, restated, amended and restated, supplemented, waived, refinanced, replaced or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms

and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

EDDIE BAUER LICENSING SERVICES LLC

By: 

Name: Jay Dubiner


Title: Chief Legal Officer

[Signature Page to the Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 008050 FRAME: 0313

Accepted and Agreed:

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

By: 
Name: Kyle D Harding
Title: Vice President

SCHEDULE A

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES
United States of America	A (Stylized)	77981169	3926934	18, 20, 22, 25, 35
United States of America	COMFORTCLOTH	77778881	4012932	25
United States of America	EDDIE BAUER	77505616	3634128	18, 25, 35
United States of America	EDDIE BAUER	76033390	2490354	18
United States of America	EDDIE BAUER	76005794	2469401	11
United States of America	EDDIE BAUER Signature Design	72263981	880280	18, 20, 22, 24, 25
United States of America	TRAVEX	86/327,315	4,729,246	25
United States of America	TRIPLETHERM	90001619	6442662	25
United States of America	TRIPZIP	86/149,456	4,642,528	25
United States of America	EDDIE BAUER	90867335	6881455	16
United States of America	PRESERVE, PROTECT, PLAY	90619372		25
United States of America	EDDIE BAUER Signature Design	97191368		11
United States of America	STORMDOWN	86/159,763	4689844	24, 25
United States of America	Stylized Chevron Design (Travex Logo)	86/327,306	4,729,245	25

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES
United States of America	THE ORIGINAL OUTDOOR OUTFITTER	77/350,608	3,548,488	35
United States of America	THE ORIGINAL OUTDOOR OUTFITTER	77/350,571	3,548,486	18
United States of America	THERMAFILL	86/099,645	4765214	24, 25
United States of America	TRAVEX	77/670,886	3,676,061	25
United States of America	SPORTGRIP	86/269,645	4,630,194	25
United States of America	STARGAZER	77/625,793	4,168,225	22
United States of America	STAY SHAPE	85/562,207	4,262,609	25
United States of America	STINE	86/232,361	4,951,907	25
United States of America	STINE JACKET	77/730,033	3,765,319	25
United States of America	STORM SHED	85/541,053	4,384,896	25
United States of America	RIDGELINE	77/685,513	3,788,438	25
United States of America	RIPPAC	77/979,961	3,839,340	25
United States of America	SLOPE SIDE	77/595,092	3,883,422	25
United States of America	SNOWFOIL	86/272,630	4,721,548	25

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES
United States of America	SOLARFOIL	86/272,687	4,625,080	25
United States of America	SPORTEDGE	86/269,701	4,721,537	25
United States of America	MICROTHERM	86/327,318	4,718,204	25
United States of America	MIDLITE	86/268,946	4,721,534	25
United States of America	Mountain Ops Logo	87/916,352	5,945,048	25
United States of America	ORIGINAL EXPEDITION OUTFITTERS	77/467,353	3,778,739	35
United States of America	PEAK XV	77/621,549	3,753,148	25
United States of America	RAINFOIL	85/095,594	4,179,969	25
United States of America	GIRL ON THE GO	77/428,735	3,716,119	25
United States of America	GUIDE BUILT. GUIDE TRUSTED	77/837,874	3,945,312	25, 35
United States of America	INSOFIT	86/268,914	4721533	25
United States of America	KARA KORAM	86/061,028	4,720,978	24
United States of America	LUKLA	86/269,746	4,721,538	25
United States of America	MICROTHERM	85/232,761	4,455,365	25

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES
United States of America	FREEDRY	85/965,695	4,679,519	25
United States of America	FREEFUSE	88781706	6449704	25
United States of America	FREEHEAT	86/089,534	5,078,277	25
United States of America	FREEPELLENT	87/913,819	5,669,013	25
United States of America	FREESHADE	86090022	4756730	25
United States of America	FREEVENT	86150132	4846655	25
United States of America	EVERYTHING YOU NEED. NOTHING YOU DON'T	77/837,872	3,945,311	35
United States of America	FIRST ADVENTURE	86095695	4765206	18, 20
United States of America	FIRST ASCENT	77/452,342	3,709,629	22
United States of America	FREECOOL	86089282	4765193	25
United States of America	FREECOOL	86199579	4778196	18
United States of America	FREECOOL	87/790,879	5,858,214	20, 24
United States of America	EDDIE BAUER Signature Design	75/308,050	2,257,761	9
United States of America	EDDIE BAUER Signature Design	76/446,225	2,942,551	2

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES
United States of America	EDDIE'S FAVORITE	77/736,675	3,901,346	25
United States of America	ELKHORN	76/426,412	2,801,167	25
United States of America	EST. 1920 THE ORIGINAL OUTDOOR OUTFITTER and Goose Design	77/685,398	3,933,239	35
United States of America	EVERTHERM	87/976,827	5,445,147	25
United States of America	EDDIE BAUER	85486130	4290047	21
United States of America	EDDIE BAUER & Mountain Design	77/394,280	3,752,804	18, 25
United States of America	EDDIE BAUER Signature Design	75/491,540	2,274,112	16
United States of America	EDDIE BAUER Signature Design	75/607,522	2,331,753	9
United States of America	EDDIE BAUER Signature Design	75/491,525	2,249,698	35
United States of America	EDDIE BAUER Signature Design	76/431,074	2,892,466	28
United States of America	WINDCUTTER	78/488,759	3,070,416	25
United States of America	WEATHEREDGE	75/439,555	2,375,777	24, 25
United States of America	WEATHEREDGE	77/719,342	3,883,663	25
United States of America	WEATHEREDGE	77/546,661	3,583,351	25

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES
United States of America	VERSATREX	85/329,304	4,134,348	25
United States of America	EDDIE BAUER	85472530	4488905	18, 20, 28
United States of America	EDDIE BAUER	76/446,226	2,942,552	2
United States of America	EDDIE BAUER	76/431,073	2,892,465	28
United States of America	EDDIE BAUER	75835095	2483518	22
United States of America	YUKON CLASSIC	77411442	4295868	25
United States of America	WORLD'S BEST DOWN	77/288,637	3,548,475	25
United States of America	WINDFOIL	73/677,495	1,483,617	25
United States of America	EDDIE BAUER	75/607,702	2,331,757	9
United States of America	EDDIE BAUER	75425175	2482728	27
United States of America	EDDIE BAUER	75773501	2368565	21
United States of America	EDDIE BAUER	75281248	2237509	20
United States of America	EDDIE BAUER	78006445	2534952	21
United States of America	EDDIE BAUER	75835097	2447116	18
United States of America	DURAWEAWE	87/330,488	5,807,310	25

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES
United States of America	EBTEK	88393738	6622943	18, 25
United States of America	EDDIE BAUER	75/491,542	2,251,500	35
United States of America	EDDIE BAUER	72263980	0880279	18, 20, 24, 25
United States of America	EDDIE BAUER	75/491,541	2,308,646	24
United States of America	EDDIE BAUER	72/451,583	0994152	35
United States of America	ADVENTURE REWARDS	86/925,356	5,192,553	35
United States of America	ADVENTURER	77/597,439	3,622,942	18, 25
United States of America	AIRSPACE TECHNOLOGY	86/012,555	4,679,567	25
United States of America	ALCHEMIST	85/653,569	4279858	18
United States of America	CLOUD LAYER	77/622,246	3,753,151	25
United States of America	DOWNLIGHT	75/750,417	2,474,273	25
United States of America	SOLID GOOSE Logo	85746263	4492060	18, 25, 35
United States of America	STORMREPEL	77818315	3931943	25
United States of America	Stylized Chevron Design (Travex Logo)	85825364	4518882	18, 25

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO	INT. CLASSES
United States of America	TRAVEX	85602985	4534080	18, 25
United States of America	A FIRST ASCENT and Design	77/548,031	3,974,941	25
United States of America	A FIRST ASCENT and Design	77/980,765	3,915,192	18, 20, 22, 35
United States of America	EDDIE BAUER Signature Design	85771754	4342683	18, 25, 35
United States of America	FIRST ASCENT	77444768	3934798	25
United States of America	FIRST ASCENT	73741412	1538160	18, 20
United States of America	FIRST ASCENT	77978383	3732773	35
United States of America	LIVE YOUR ADVENTURE	85720407	4495630	18, 25, 35
United States of America	M & MOTION Design (Horizontal)	86406962	4965429	25