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10-02-1998



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

09-09-1998

U.S. Patent & TMO/TM Mail Rcpt Dt. #54

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Tab settings:

To the Honorable \_\_\_\_\_ and Trademarks, \_\_\_\_\_ documents or copy thereof.

1. Name of conveying party(ies):  
 La Sportiva USA, Inc.  
 3280 Pearl Street  
 Boulder, CO 80301

9-9-98

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: IBJ Schroder Business Credit Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: One State Street  
 City: New York State: NY ZIP: 10004

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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                       Change of Name  
 Other Supplement to Security Agreement

Execution Date: 9/2/98

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
 (see attached)

Additional numbers attached?  Yes  No

TRADEMARK FEE PROCESS RECEIVED  
 SEP 19 9 51 AM '98  
 U.S. PATENT & TRADEMARK OFFICE

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Clifford Chance  
 Internal Address: Patricia Del Rio, LA  
09/29/1998 DNGUYEN 00000204 2127197  
01 FC:481 40.00 DP  
02 FC:482 25.00 DP

Street Address: 1 New York Plaza  
 City: New York State: NY ZIP: 10004

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed  
 Authorized to be charged to deposit account

B. Deposit account number:  
 \_\_\_\_\_  
 (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.*

B. April Brady                              B. April Brady                              9/8/98  
 Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 1794 FRAME: 0668

**Schedule 2-A to the SUPPLEMENT TO SECURITY AGREEMENT**

**Trademarks**

<b>Mark</b>	<b>Reg. No./Ser. No.</b>	<b>Status</b>	<b>Goods</b>
La Sportiva	2,127,197 ✓	Registered	Mountain shoes, climbing boots, rock climbing boots, ski boots for climbing glaciers, boots for rock climbing, boots for technical mountain climbing, boots, slippers, sandals, inner soles, trekking and hiking shoes, sweatshirts, sweatsuits, t-shirts, skirts, vests, jerseys, sweaters, pullovers, trousers, jackets, berets, socks, stockings, tights, gloves, scarves, in class 25.
Sportiva	1,705,106 ✓	Registered	Backpacks, all purpose sports bags and casual luggage.

# SUPPLEMENT TO SECURITY AGREEMENT

## (TRADEMARKS)

**WHEREAS, LA SPORTIVA USA, INC.**, a Colorado corporation (herein referred to as "**Debtor**"), having an address at 3280 Pearl Street, Boulder, Colorado 80301, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

**WHEREAS, The North Face, Inc.**, The North Face (Europe) Limited and The North Face, Hong Kong, Limited as Borrowers, The Industrial Bank of Japan, Limited, New York Branch as Arranger, Syndication Agent, Documentation Agent and Lender and IBJ Schroder Business Credit Corporation as Arranger, Administrative Agent, Collateral Agent and Lender and certain financial institutions are parties to a Loan Agreement dated as of September 2, 1998 (as such agreement may be amended, modified, supplemented or restated from time to time, the "**Loan Agreement**") pursuant to which Collateral Agent has been appointed and is serving as agent for the "**Beneficiaries**" (as such term is defined in the Security Agreement referred to below).

**WHEREAS, Debtor** has entered into a Security Agreement (said Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party for its benefit and the ratable benefit of the Beneficiaries (as defined in the Security Agreement); and

**WHEREAS, pursuant to the Security Agreement, Debtor** has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Debtor against third parties for infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

**NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further confirm, and put on the public record, its grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.**

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is One State Street, New York, New York 10004.

**IN WITNESS WHEREOF**, Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of September 2, 1998.

**LA SPORTIVA USA, INC.**

By: 

Name: Christopher Crawford

Title:

STATE OF New York )  
 ) ss.:  
COUNTY OF New York )

On this 2nd day of September, 1998, before me personally appeared Christopher Crawford, to me known, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_ and that he/she is CFO of Debtor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

*Patricia M. DelRio*  
Notary Public

**PATRICIA M. DELRIO  
Notary Public, State of New York  
No. 01DE6002871  
Qualified in New York County  
Commission Expires Feb. 17, 2000**