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Tab setting:

09-09-1998

To the

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

and Ti.

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all documents or copy thereof.

1. Name of conveying party(ies):

The North Face, Inc.
2013 Farallon Drive
San Leandro, CA 94577

9-9-98

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Supplement to Security Agreement
- Merger
- Change of Name

Execution Date: September 2, 1998

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

TRADEMARK RECEIVED
SEP 9 11:01
US PATENT & TRADEMARK OFFICE
TRADEMARK RECEIVED PROCESS

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

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

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

Additional numbers attached? Yes No

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 00000203 2109256

01 FC:481 40.00 OP
02 FC:482 500.00 OP

Street Address: 1 New York Plaza

City: New York State: NY ZIP: 10004

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41).....\$ 540.00

Enclosed

Authorized to be charged to deposit account

8. 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
Name of Person Signing

B. April Brady
Signature

9/8/98

Date

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

Schedule 2-A to the SUPPLEMENT TO SECURITY AGREEMENT

Trademarks

The North Face, Inc.

Mark	Reg No./Ser. No.	Status	Goods
A-5 and Design	2,109,256	Registered	Portable ledges for mountain climbing
Expedition System	1,620,033	Registered	Clothing; namely, jackets, pants, overalls, insulated under-garments, caps, gators, gloves, mittens and vests.
Extreme	1,283,449	Registered	Clothing; namely, Jackets and Trousers
Extreme	1,292,277	Registered	Backpacks
Harrison Outfitters	1,390,908	Registered	Sweaters, Rainwear and Shirts
Hydroseal	1,634,159	Registered	Water-resistant fabric used as a component of clothing
Miscellaneous Design	1,102,407	Registered	Retail store, mail order, and distributorship services on the field of camping and outdoor gear, books, food, hardware and sports equipment
Miscellaneous Design	1,030,071	Registered	Backpacks, sleeping bags, tents, camping clothing; namely, rainwear, parkas, vests, trousers, shoes, gloves, headgear and snowshoes
Never Stop Exploring	75/245,942	Pending	Backpacks, sleeping bags, tents and clothing
No Hitch Pitch	1,832,776	Registered	Tents
North Face NF and Design	1,050,737	Registered	Skis
Remote Terrain Gear	2,096,011	Registered	Clothing; namely, jackets and pants
Rock Solid	1,581,650	Registered	Camping clothing; namely rainwear, parkas, vests, trousers, shoes, gloves and headwear
Search and Rescue	75/008,441	Pending	Outerwear; namely, jackets, pants and one-piece jumpsuits
Steep Tech	1,695,405	Registered	Apparel; namely, skiwear

Mark	Reg No./Ser. No.	Status	Goods
Tekware	2,049,739	Registered	Clothing; namely jackets, sweatshirts, shirts, pants, and vests suitable for use by mountain, rock and ice climbers and persons engaged in strenuous outdoor recreational activities.
The North Face	0,983,624	Registered	Backpacks, camping clothing; namely, rainwear, parkas, vests, trousers, shoes, gloves and headgear, tents and clothing.
The North Face	75/440262	Pending	Shoes
The North Face and Design	2,097,715	Registered	Backpacks, sleeping bags, tents and clothing
Vaporwick	2,067,763	Registered	Moisture wicking chemical compositions for articles of fabric
Windy Pass	1,395,702	Registered	Outerwear; namely, jackets, pants and parkas

SUPPLEMENT TO SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, THE NORTH FACE, INC., a Delaware corporation (herein referred to as "**Debtor**"), having an address at 2013 Farallon Drive, San Leandro, California 94577, (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.

THE NORTH FACE, INC.

By: 

Name: Christopher Crawford

Title: Chief Financial Officer

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 Chief Financial Officer 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