

11-02-1999



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MRD  
10-29-99

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  
Effective Date  
Month Day Year  
 10/12/99

Change of Name Amendment No. 1 to Trademark

Other  Collateral Assignment and Security Agreement

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Pacific Trail, Inc.

Execution Date  
Month Day Year  
 10/12/99

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Washington

#### Receiving Party

Mark if additional names of receiving parties attached

Name  Congress Financial Corporation

DBA/AKA/TA

Composed of

Address (line 1)  1133 Avenue of the Americas

Address (line 2)

Address (line 3)  New York

City

New York

State/Country

10036

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

11/02/1999 NTHA11 00000063 2105818

01 FC:481  
02 EC:482

40.00 OP  
75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 001982 FRAME: 0762

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Preston R. Cappello

Name of Person Signing

*Preston R. Cappello*

Signature

10/28/95

Date Signed

**EXHIBIT A****Debtor: PACIFIC TRAIL, INC.**

Page 1

**Additional Trademark Applications Pending as of September 29, 1999**

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REC. OWNER</u>
New Zealand	PACIFIC TRAIL	310553	6/3/99	PACIFIC TRAIL, INC.
New Zealand	PACIFIC TRAIL	310555	6/3/99	PACIFIC TRAIL, INC.
New Zealand	PACIFIC TRAIL	310554	6/3/99	PACIFIC TRAIL, INC.
Argentina	PACIFIC TRAIL	2215827	4/26/99	PACIFIC TRAIL, INC.

**EXHIBIT B**

**Debtor: PACIFIC TRAIL, INC.**

**Page 1**

**Trademark Registrations No Longer in Force as of September 29, 1999**

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
U.S.A.	PIERSON OUTFITTERS	1661778	22OC1991
Philippines	WEATHER WATCHER	45839	26JL1989

AMENDMENT NO. 1  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated as of October 12, 1999, is by and between PACIFIC TRAIL, INC., a Washington corporation, as Debtor and Debtor-in-Possession ("Debtor"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, successor by merger to Congress Financial Corporation, a California corporation ("Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement (as hereinafter defined) shall have the meaning given to such terms in the Trademark Security Agreement.

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated as of May 15, 1997, recorded with the United States Patent and Trademark Office on May 23, 1997 at Reel 1590, Frame 0270 (the "Trademark Security Agreement"); and

WHEREAS, on September 27, 1999, Debtor, London Fog Industries, Inc. and The Scranton Outlet Corporation (collectively, "Borrowers") commenced a case under Chapter 11 of Title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and have retained possession of their assets and are authorized under the Bankruptcy Code to continue the management and operation of their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, Lender and Debtor and certain of its affiliates have entered into a post-petition revolving credit facility as provided in the Loan Agreement (as amended by the Ratification and Amendment Agreement, dated September 27, 1999, among Secured Party, Debtor and the other Borrowers) and pursuant to the Interim Financing Order (as defined in the Loan Agreement); and

WHEREAS, the Loan Agreement requires that Debtor deliver to the Secured Party this Amendment and the Interim Financing Order authorizes such credit facility and authorizes Debtor to enter into this Amendment;

WHEREAS, Debtor has notified Secured Party that Debtor has filed additional applications for, or has registered, certain trademarks with the U.S. Patent and Trademark Office and Debtor has requested that Secured Party waive certain Events of Default under the Trademark Security Agreement;

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

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

1. Amendments to Exhibit A. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto.

2. Waiver of Events of Default.

(a) Subject to the terms and conditions contained herein and in the Loan Agreement, Secured Party hereby waives (i) the Event of Default arising solely from the failure of Debtor to furnish prior written notice to Secured Party of the filing of the applications and registrations of Trademarks with the United States Patent and Trademark Office that are set forth on Exhibit A hereto in accordance with Section 3(h) of the Trademark Security Agreement and (ii) the Event of Default arising solely from the failure of Debtor to notify Secured Party of the abandonment of the Trademarks that are set forth on Exhibit B hereto as required by Section 3(i) of the Trademark Security Agreement. Debtor hereby represents, warrants and covenants with, to and in favor of Secured Party that the Trademarks set forth on Exhibit B are no longer used in or necessary for the conduct of the business of Debtor or its subsidiaries as presently conducted or proposed to be conducted.

(b) Secured Party has not waived, is not by this Amendment waiving, and has no intention of waiving any Event of Default (whether the same or similar to the defaults or Events of Default referred to in this Section 2 or otherwise), other than the defaults and Events of Default specifically referred to in this Section 2. Secured Party shall have and hereby specifically reserves the right in its discretion, to exercise any and all of its rights and remedies under the Trademark Security Agreement, the Loan Agreement, and the other Financing Agreements, applicable law or otherwise.

(c) The foregoing waivers shall not be construed as a bar to or a waiver of any other or further defaults or Events of Default on any future occasion, whether similar in kind or otherwise and shall not constitute a waiver, express or implied, of any of the rights and remedies of Lender arising under the terms of the Financing Agreements on any future occasion or otherwise. Nothing contained herein should be construed to entitle Debtor to any other or further

waiver with respect to any defaults under the Trademark Security Agreement at any time after the date hereof or otherwise.

3. Effect of this Amendment. Except for the amendment and waiver expressly set forth herein no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written

PACIFIC TRAIL, INC., as  
Debtor and Debtor-in-Possession

By: William W. Hargrett

Title: President & CEO

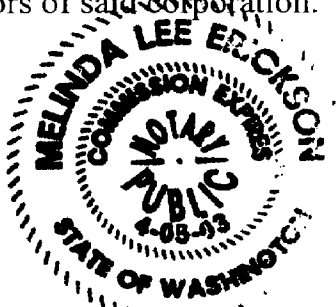
CONGRESS FINANCIAL CORPORATION

By: John T. Stoney

Title: Vice President

STATE OF WASHINGTON )  
 ) ss.:  
COUNTY OF KING )

On this 12 of October, 1999, before me personally came WILLIAM DRAGON JR., to me known, who being duly sworn, did depose and say, that he is the PRESIDENT & CEO of PACIFIC TRAIL, INC., the Debtor and Debtor-in-Possession corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Melinda Lee Erickson  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 19 day of October, 1999, before me personally came JOHN T. GARVEY to me known, who being duly sworn, did depose and say, that he is the vice President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Maria Nunez  
Notary Public

MARIA NUNEZ  
NOTARY PUBLIC, State of New York  
No. 01NU5086952  
Qualified in Queens County  
Cert. Filed in New York County  
Commission Expires Oct. 27, 1999



**EXHIBIT A****Debtor: PACIFIC TRAIL, INC.**

Page 1

**Additional Registrations in Force as of September 29, 1999**

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Australia	PACIFIC TRAIL	761115	5/1/98	761115	5/1/98	REGISTERED
Canada	BLACK DOT	745211	1/14/94	TMA479,982	8/8/97	Registered
Canada	CLIMATECH	734321	8/5/93	TMA475,598	5/2/97	Registered
China (People's Republic Of)	PACIFIC TRAIL	9800020256	3/11/98	1285588	6/21/99	REGISTERED
China (People's Republic Of)	PACIFIC TRAIL	9800020258	3/11/98	1285822	6/21/99	REGISTERED
China (People's Republic Of)	PACIFIC TRAIL	9800020257	3/11/98	1293658	7/14/99	REGISTERED
Italy	BLACK DOT	RM94C002782	6/21/94	688657	10/7/96	Registered
Italy	INSIDE EDGE	RM94C001915	5/4/94	732207	10/24/97	Registered
Japan	LIBERTY BELL	1994-90695	9/8/94	3296771	4/25/97	Registered
Japan	LIBERTY BELL	1994-90696	9/8/94	4047827	8/22/97	Registered
Japan	LIBERTY BELL	1995/81515	8/7/95	4053670	9/5/97	Registered
Japan	LIBERTY BELL DESIGN	1997/22993	3/3/97	4151641	5/29/98	Registered
Japan	LIBERTY BELL DESIGN	1997/22994	3/3/97	4206968	10/30/98	REGISTERED
Japan	LIBERTY BELL DESIGN	1997/22992	3/3/97	4268623	4/30/99	REGISTERED
Japan	PACIFIC TRAIL	1996/56966	5/24/96	4065633	10/3/97	Registered
Japan	PACIFIC TRAIL	1996/56967	5/24/96	4065634	10/3/97	Registered
Japan	PACIFIC TRAIL	1996/136622	12/5/96	4201418	10/16/98	Registered
United States	INSIDE EDGE LOGO ("E" LOGO")	75/326229	7/17/97	2185818	9/1/98	Registered
United States	LIBERTY BELL	74/610227	12/12/94	2166090	6/16/98	Registered
United States	NORTHERN EXPOSURE	74/508036	4/1/94	2065376	5/27/97	Registered
United States	STORM TECH LOGO	75/321826	7/9/97	2183918	8/25/98	Registered