



To the Honorable Commissioner of Patents and Trademarks

Send original documents or copy thereof.

1. Name of conveying party(ies):  
**PATAGONIA, INC. and  
 GREAT PACIFIC IRON WORKS**  
**259 West Santa Clara Street  
 Ventura, California 93001**

Individuals(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State **California**  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: **UNION BANK OF CALIFORNIA,  
 N.A., as Agent**  
 Internal Address:  
 Street Address: **445 S. Figueroa Street, 10<sup>th</sup>  
 Floor**  
 City: **Los Angeles** State: **CA** ZIP: **90017-1602**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other **a bank organized under the laws  
 of the United States of America**

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 \_\_\_\_\_

Execution Date: **May 1, 2000**

4. Application number(s) or patent number(s):  
 A. Trademark Application No.(s)  
**R3 (Serial No. 75-874,452)**

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence  
 concerning document should be mailed:  
**Mr. Sigi Hinojosa**  
 Name: **Buchalter, Nemer, Fields & Younger**  
 Internal Address: \_\_\_\_\_  
 Street Address: **601 South Figueroa Street, 24th Floor**  
 City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations  
 involved: 10

7. Total fee (37 CFR 3.41) ..... \$ 265.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
20-0052

(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.

*David Adams*  
**MR. SIGI HINOJOSA**  
 Name of Person Signing

*[Signature]*  
 Signature

**September 12, 2000**  
 Date

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

SCHEDULE A

PATAGONIA, INC.

FEDERAL TRADEMARK APPLICATIONS

	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
1.	R3	75-874,452	12/18/1999
2.	CRITICAL MASS	75-874,311	12/18/1999
3.	STORMFRONT	75-874,310	12/18/1999
4.	R1	75-874,272	12/18/1999
5.	R2	75-874,248	12/18/1999
6.	REGULATOR	75-874,246	12/18/1999
7.	RYNO WEAVE	75-847,754	11/12/1999
8.	CHANGING ROOM	75-776,209	08/16/1999
9.	REGULATOR	75-941,846	03/14/2000
10.	COMMITTED TO THE CORE	75-895,786	01/10/2000

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**MEMORANDUM OF SECURITY INTEREST  
IN TRADEMARKS AND GOODWILL**

PATAGONIA, INC., a California corporation, whose address is 259 West Santa Clara Street, Ventura, California 93001 and GREAT PACIFIC IRON WORKS, a California corporation, whose address is 259 West Santa Clara Street, Ventura, California 93001 (collectively, the "Borrowers"), do hereby grant in favor of the several financial institutions (individually, a "Bank" and collectively, the "Banks") from time to time party to that certain Revolving and Term Credit Agreement, dated as of August 6, 1999, as amended by the First Amendment to Revolving and Term Credit Agreement, dated as of October 15, 1999, and the Second Amendment to Revolving and Term Credit Agreement, dated as of May 1, 2000 (as amended, modified or otherwise supplemented upon time to time, the "Credit Agreement"), Union Bank of California, N.A. ("Union"), a bank duly organized and existing under the laws of the United States of America, and Bank of America, N.A., a bank duly organized and existing under the laws of the United States of America, as the issuers of the Letters of Credit (as defined in the Credit Agreement) (collectively, the "Issuing Banks"), and Union, as agent for the Banks and the Issuing Banks (Union, in such capacity, is referred herein as the "Agent"), a security interest in and to all of the Borrowers' right, title and interest in and to the trademarks and trademark registrations and applications therefor which are identified on Schedule A attached hereto and herein incorporated by this reference (the "Trademarks"), together with the goodwill and assets of the business owned by the Borrowers to which such Trademarks are appurtenant and all actions for infringement concerning the foregoing.

The terms and conditions of the security interest granted hereby are contained in that certain Intellectual Property Security Agreement, dated as of August 6, 1999, as amended by the First Amendment to Intellectual Property Security Agreement, dated as of May 1, 2000 (the "Agreement"), made by the Borrowers in favor of the Agent, the Banks, and the Issuing Banks as security for the Borrowers' performance of the Borrowers' obligations as set forth in the Credit Agreement and other agreements referred to therein.

IN WITNESS WHEREOF, the undersigned have executed this document as of the 1st day of May, 2000.

PATAGONIA, INC.,  
a California corporation

By: Robert S. Kelleher  
Robert S. Kelleher, Chief Financial Officer

By: Michael K. Dunn  
Michael K. Dunn, Assistant Secretary

GREAT PACIFIC IRON WORKS,  
a California corporation

By: Robert S. Kelleher  
Robert S. Kelleher, Chief Financial Officer

By: Michael K. Dunn  
Michael K. Dunn, Assistant Secretary

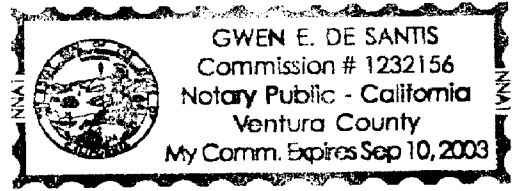
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF VENTURA )

On August 11, 2000, before me, Gwen E. DeSantis a Notary Public in and for the State of California, personally appeared Robert S. Kelleher, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the within instrument in his or her authorized capacity and that, by his or her signature on the within instrument, the person or entity upon behalf of which he or she acted executed the within instrument.

WITNESS my hand and official seal.

Signature 

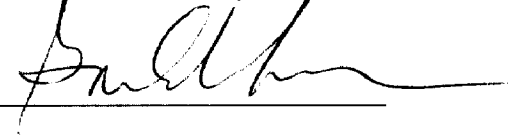
(Seal)



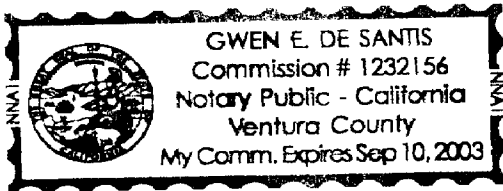
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF VENTURA )

On August 11, 2000, before me, Gwen E. DeSantis a Notary Public in and for the State of California, personally appeared Michael K. Dunn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the within instrument in his or her authorized capacity and that, by his or her signature on the within instrument, the person or entity upon behalf of which he or she acted executed the within instrument.

WITNESS my hand and official seal.

Signature 

(Seal)



SCHEDULE A

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