

07-27-2001



101789746

FORM PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Helly Hansen (U.S.) Inc.**  
**Helly Hansen ASA**

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State of Washington  
 Other Helly Hansen ASA is a Norwegian Corporation

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

3. Nature of conveyance:  
 Assignment                       Merger  
 **Security Agreement**             Change of Name  
 Other \_\_\_\_\_

Execution Date: June 29, 2001

7-19-01

2. Name and address of receiving party(ies):  
**Chase Manhattan International Limited**

Internal Address: Attn: Penny MacDonald  
Street Address: Trinity Tower, 9 Thomas More Street  
City: London                      Country: United Kingdom Zip: E1 9YT

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporate-State \_\_\_\_\_  
 Other: United Kingdom Corporation

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? **See Annex A**     Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
**See attached Annex B**

B. Trademark Registration No.(s)  
**See attached Annex B**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Michael A. Herbst  
Internal Address: Williams, Kastner & Gibbs  
Street Address: Two Union Square, 601 Union St., Suite 4100  
City: Seattle                      State: WA                      Zip: 98101-2380

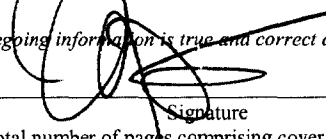
6. Total number of applications and registrations involved ..... [ 18 ]  
7. Total fee (37 CFR 3.41): ..... \$640.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

07/25/2001 LUMELLER 00000071 1976099

01 FC:481                      40.00 OP  
02 FC:482                      425.00 OP

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.*

Michael A. Herbst                                            7-19-2001  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: [ 3 ]

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office. Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## ANNEX B

TRADEMARK REGISTRATIONS AND APPLICATIONS OF HELLY HANSEN  
 ASA, f.k.a. HELLY-HANSEN A/S, AND OF HELLY HANSEN (U.S.), INC., f.k.a.  
 HELLY-HANSEN (U.S.), INC., IN THE UNITED STATES

Trademark	Reg. Number
Impertech	1,976,099
We know weather guaranteed	1,892,201
We know weather guaranteed	1,889,962
Helly Hansen (& Design) (Intent-To-Use Application)	2,045,330 44D
Sea Gear	1,697,632
Lifa (& Design)	1,428,476
Mont Blanc	1,218,473
Europa	1,228,554
Sea Gear (suppl.)	1,243,954
Emilio D'Italia	1,216,784
Propile	1,845,661 44 D
Helly Hansen (& Design)	1,828,082 44D
HH Helly Hansen	1,641,085 44D
Design Only (outline of long johns)	1,454,335 § 8, 15 filed
Helly-Hansen	1,308,742 § 8, 15 filed
HH (Stylized)	1,240,939 § 8, 15 filed
HH Helly Hansen	2,416,713
Helly Tech	Ser. No. 75279420

## ANNEX B

### SUMMARY OF HELLY HANSEN U.S. TRADEMARK LICENSES

1. Any and all trademark license agreements between Helly Hansen (U.S.), Inc. and Helly Hansen ASA, licensing to Helly Hansen (U.S.), Inc. the rights to Helly Hansen ASA trademarks.
2. Any and all trademark license or sub-license agreements between Helly Hansen (U.S.) Inc. and Helly Hansen Leisure Canada Inc., licensing or sub-licensing to Helly Hansen Leisure Canada Inc., the rights to Helly Hansen (U.S.) Inc. trademarks.
3. Dealer and License Agreement between Helly-Hansen (U.S.), Inc. and Armoire 2. Armoire to purchase HH products wholesale for retail and obtain non-exclusive rights to use certain trademarks. Effective July 1, 1996.
4. Dealer and License Agreement between Helly-Hansen (U.S.), Inc. and Vail Associates. Vale to purchase HH products wholesale for retail and obtain non-exclusive rights to use certain trademarks. Effective July 11, 1996, amended September 15, 1996.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Impertech

REGISTRATION NO.: 1,976,099

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

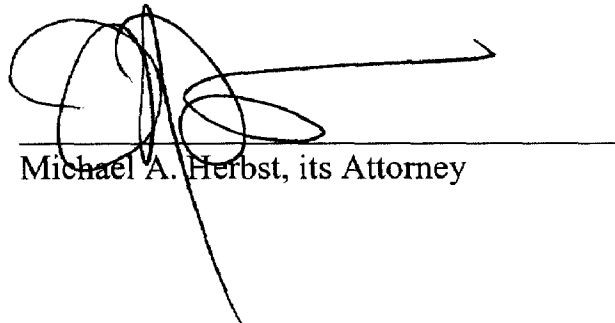
DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 19, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By



Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: We know weather guaranteed

REGISTRATION NO.: 1,892,201

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

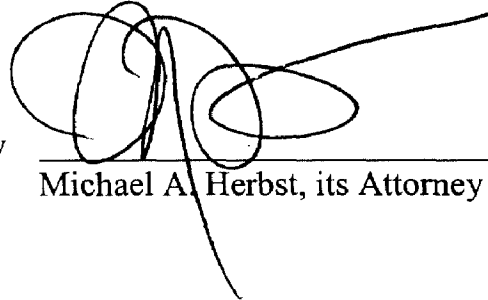
DESIGNATION OF DOMESTIC REPRESENTATIVE:

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DATED: July 19, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By



Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: We know weather guaranteed

REGISTRATION NO.: 1,889,962

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

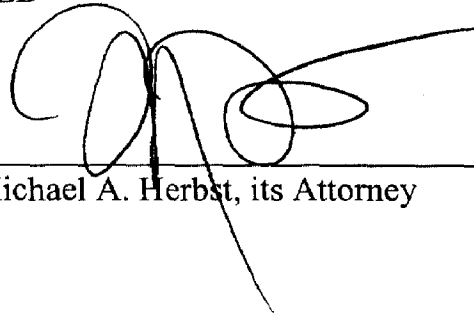
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DATED: July 17, 2001.

CHASE MANHATTAN INTERNATIONAL LIMITED

By

  
\_\_\_\_\_  
Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Helly Hansen (& Design)  
(Intent-To-Use Application)

REGISTRATION NO.: 2,045,330 44D

RECEIVING PARTY OF SECURITY  
AGREEMENT: Chase Manhattan International Limited, a  
United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London,  
UNITED KINGDOM E1 9YT

DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 19, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By

  
Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Sea Gear

REGISTRATION NO.: 1,697,632

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

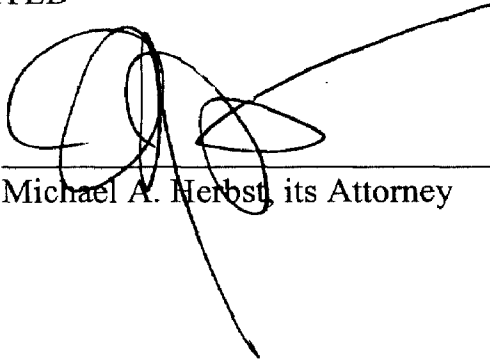
DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 19, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By



Michael A. Herbst, its Attorney



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Lifa (& Design)

REGISTRATION NO.: 1,428,476

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

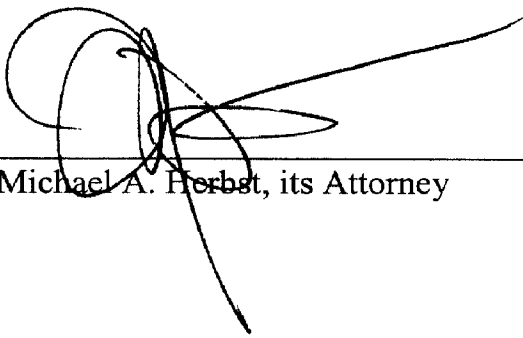
DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 17, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By

  
\_\_\_\_\_  
Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Mont Blanc

REGISTRATION NO.: 1,218,473

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 19, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By

  
\_\_\_\_\_  
Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Europa

REGISTRATION NO.: 1,228,554

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

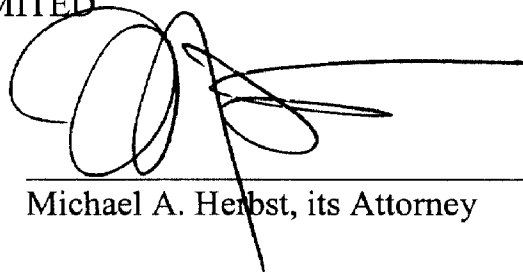
DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 19, 2001.

CHASE MANHATTAN INTERNATIONAL LIMITED

By



Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Sea Gear (suppl.)

REGISTRATION NO.: 1,243,954

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

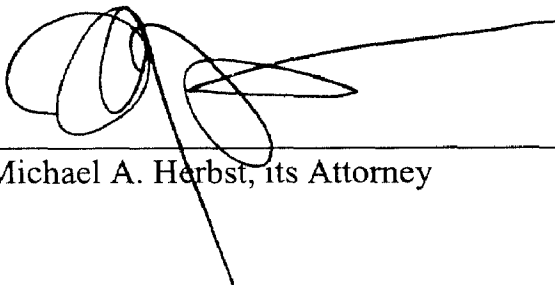
DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 19, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By

  
Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Emilio D'Italia

REGISTRATION NO.: 1,216,784

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

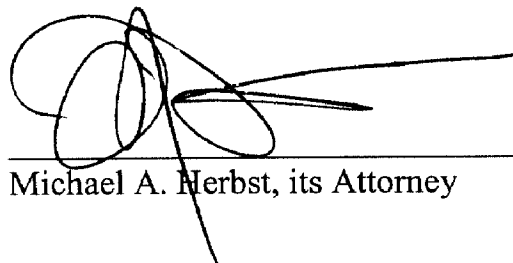
DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 17, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right. The signature is written over a horizontal line.

Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Propile

REGISTRATION NO.: 1,845,661 44 D

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

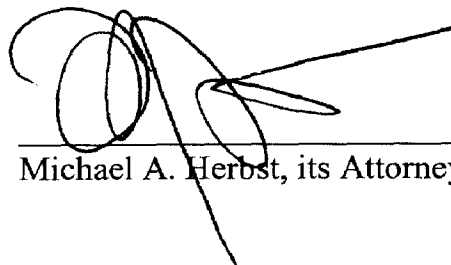
DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 17, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By



Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Helly Hansen (& Design)

REGISTRATION NO.: 1,828,082 44D

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

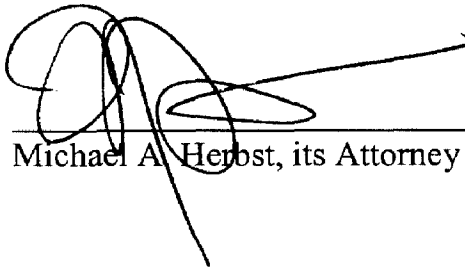
DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 17, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By



Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: HH Helly Hansen

REGISTRATION NO.: 1,641,085 44D

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 12, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By

  
\_\_\_\_\_  
Michael A. Herbst, its Attorney



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Design Only (outline of long johns)

REGISTRATION NO.: 1,454,335 § 8, 15 filed

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

DESIGNATION OF DOMESTIC REPRESENTATIVE:

Assignee hereby designates WKG, Inc., whose address is Two Union Square, 601 Union Street, Suite 4100, P.O. Box 21926, Seattle, WA 98111-3926, as its domestic representative upon whom notice or process and proceedings affecting the trademark may be served.

DATED: July 17, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By

  
\_\_\_\_\_  
Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Helly-Hansen

REGISTRATION NO.: 1,308,742 § 8, 15 filed

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

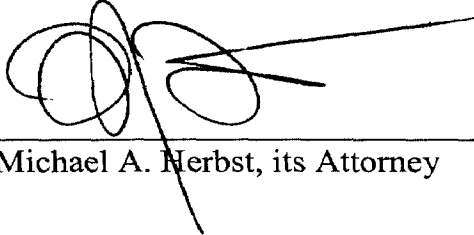
DESIGNATION OF DOMESTIC REPRESENTATIVE:

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DATED: July 19, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By



Michael A. Herbst, its Attorney

1200251.1

1200254.1

TRADEMARK  
REEL: 002335 FRAME: 0251

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: HH (Stylized)

REGISTRATION NO.: 1,240,939 § 8, 15 filed

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

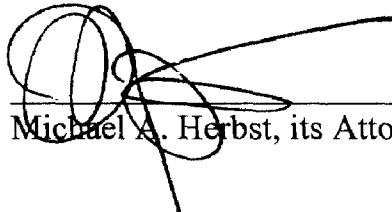
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DATED: July 19, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By



\_\_\_\_\_

Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: HH Helly Hansen  
REGISTRATION NO.: 2,416,713  
RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation  
BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

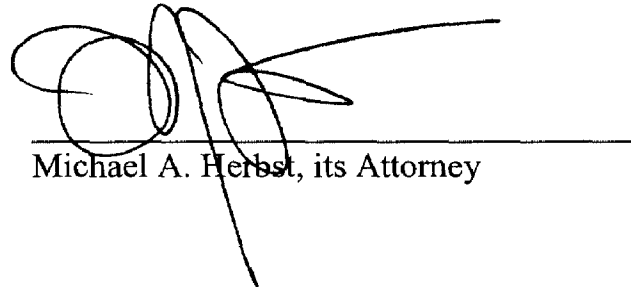
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DATED: July 11, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By



Michael A. Herbst, its Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DOMESTIC REPRESENTATIVE DESIGNATION

TRADEMARK: Helly Tech

APPLICATION NO.: 75279420 (Ser. No.)

RECEIVING PARTY OF SECURITY AGREEMENT: Chase Manhattan International Limited, a United Kingdom Corporation

BUSINESS ADDRESS: Trinity Tower, 9 Thomas More Street, London, UNITED KINGDOM E1 9YT

DESIGNATION OF DOMESTIC REPRESENTATIVE:

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DATED: July 17, 2001.

CHASE MANHATTAN INTERNATIONAL  
LIMITED

By

  
\_\_\_\_\_  
Michael A. Herbst, its Attorney

# SAVILLE & CO

NOTARIES PUBLIC

Princes House  
95 Gresham Street  
London EC2V 7NA  
Telephone: +44 (0)20 7920 0000  
Facsimile: +44 (0)20 7920 0088  
DX 33870 Finsbury Square  
www.savillenotaries.com  
mail@savillenotaries.com

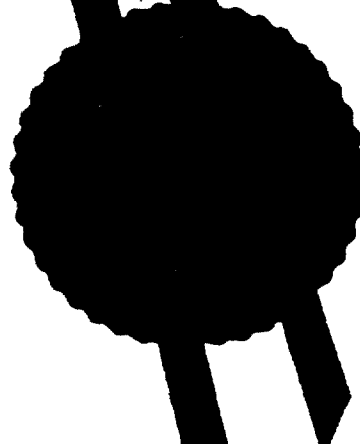
Richard Saville  
Ian Campbell  
Ella Imison (ASSOCIATE)  
Sophie Jenkins (ASSOCIATE)  
Derek Julian (CONSULTANT)

KINGDOM OF ENGLAND )  
) s.s.  
CITY OF LONDON )

On this twenty ninth day of June in the year two thousand and one before me RICHARD JOHN SAVILLE of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn personally came and appeared STIG ALEKSANDER AUNE personally known to me and known to me to be the duly authorised signatory respectively of HELLY HANSEN (U.S.), INC. (formerly known as HELLY-HANSEN (U.S.), INC.) of Washington, United States of America, and HELLY HANSEN ASA (formerly known as HELLY-HANSEN A/S) of Moss, Norway, the Corporations that executed the annexed amendment to the trademark security agreement and he acknowledged the said amendment to the trademark security agreement to be the free and voluntary act and deed of the said Corporations for the uses and purposes therein set forth and on oath stated that he was authorised to execute the same amendment to the trademark security agreement.



**My Commission expires at Death**



**APOSTILLE**

(Hague Convention of 5 October 1961 / Convention de La Haye du 5 octobre 1961)

1. Country: United Kingdom of Great Britain and Northern Ireland  
Pays: Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

This public document / Le présent acte public

2. Has been signed by **Richard John Saville**  
a été signé par
3. Acting in the capacity of **Notary Public**  
agissant en qualité de
4. Bears the seal/stamp of **The Said Notary Public**  
est revêtu du sceau/timbre de

Certified/Attesté

5. at London/à Londres
6. the/le **03 July 2001**
7. by Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs /  
par le Secrétaire d'Etat Principal de Sa Majesté aux Affaires Etrangères et du Commonwealth.

8. Number/sous No **G912101**

9. Stamp:  
timbre:



10. Signature: **Y. P. Precieux**

✓

*For the Secretary of State Pour le Secrétaire d'Etat*

## AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT is entered into as of June 29, 2001 ("Effective Date") by HELLY HANSEN (U.S.) INC., f.k.a. HELLY-HANSEN (U.S.) INC., a Washington corporation with a mailing address of 3326 160th Avenue SE, Suite 200, Bellevue, WA 98008-5463, and HELLY HANSEN ASA, f.k.a. HELLY-HANSEN A/S, a Norwegian corporation with a mailing address of Solgaard Skog 139, P.O. Box 218, N-1501 Moss, Norway (the "Debtors") in favor of CHASE MANHATTAN INTERNATIONAL LIMITED, in its capacity as Security Trustee and as agent for the parties listed on Schedule A (the "Beneficiaries") of the TRADEMARK SECURITY AGREEMENT, with a mailing address of Trinity Tower, 9 Thomas More Street, London E1 9YT (the "Secured Party") with respect to the following facts:

A. Debtors granted to the Secured Party, by the Trademark Security Agreement dated as of May 21, 1997 (the "Trademark Security Agreement"), a security interest in all of their trademarks and related licenses, then or thereafter acquired, wherever located.

B. Pursuant to an Amendment and Restatement Agreement dated May 22, 2001 (the "Amendment and Restatement"), the Secured Beneficiaries made available to the Debtors and certain other Borrowers a Seasonal Adjustment Facility pursuant to which certain commitments may be available for drawdown by the Debtor and the other Borrowers.

C. The parties hereto wish to amend the Trademark Security Agreement to assure continued attachment and perfection of the Secured Party's security interest with respect to the trademarks and related licenses acquired since execution of the Trademark Security Agreement.

D. Each capitalized term used but not defined in this Amendment shall have the meaning assigned to it by the Trademark Security Agreement.

E. It is a condition precedent to the obligations of the Secured Party and of the Beneficiaries under the Facility Agreement as amended by the Amendment and Restatement that the Debtors shall have entered into this Amendment.

NOW, THEREFORE, in consideration of the premises, the Debtors hereby agree as follows:

SECTION 1. Grant of Security Interest. In addition to and as confirmation of the pledge and grant of security interests in and to the property described in Section 1 of the Trademark Security Agreement, Debtors hereby pledge to the Secured Party for its benefit and for the ratable benefit of the Banks listed in Parts A and B of Schedule 1 to the Facility Agreement, and hereby grant to the Secured Party for its benefit and the ratable benefit of the Banks listed in Parts A and B of Schedule 1 to the Facility Agreement a security interest in, all of Debtors' rights, title and interests in and to the following (the "Trademark Collateral"):



(a) all trademarks, service marks (including any common law marks), trademark and service mark registrations, trade dress, interests in any trademarks or service marks under any and all license agreements, and trade dress, trade names and trademark or service mark applications for which registrations have been issued or applied for anywhere in the world, all whether used in the United States or any state, territory or possession thereof, or throughout the world (but in the case of any of the foregoing rights and property arising under or subject to laws other than those of the United States or any state, territory or possession thereof (collectively, "foreign laws"), only if and to the extent that a security interest in or pledge of such rights and property is permitted under the applicable foreign laws); including, without limitation, the trademarks, service marks, applications and registrations listed on Annex A attached hereto and made a part hereof (excluding each application in the United States to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and the license agreements (both as licensee or licensor) listed on Annex B attached hereto and made a part hereof and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof but excluding attorneys' fees and court costs payable to Debtors in respect thereto, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, and interests under license agreements, trade names and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks";

(b) the goodwill of such Debtors' business connected with the Trademarks.

Debtors or their predecessor(s) in interest may have, prior to the date hereof, entered into various license agreements involving the Trademark Collateral which may contain provisions which either (i) require consent of the other party to the license agreement prior to granting the security interest hereunder, or (ii) prohibit or may be construed to prohibit the grant of the security interest, as provided herein. With respect to license agreements described in clause (ii), Secured Party shall not acquire a security interest in such license agreements, but only to the extent such provision prevents the grant of security interest hereunder. With respect to license agreements described in clause (i), Secured Party shall not acquire a security interest in such license agreements unless and until the required consent is obtained. For each such license agreement the loss of which would reasonably be expected to have a Material Adverse Effect, Debtors shall exert commercially reasonable efforts to obtain such consent in writing within 90 days from the date hereof and, upon request from Secured Party, shall provide Secured Party with a copy of such consent, and if such consent is withheld, Secured Party and Debtors shall cooperate and work together to determine an appropriate course of action with respect to such license agreement.

SECTION 2. Confirmation of Collateral; Representations and Warranties. The Debtors hereby represent and warrant that there are no liens, claims or encumbrances on the Trademark Collateral granted in the Trademark Security Agreement as amended hereby other than the security interest in favor of the Secured Party and the Permitted Encumbrances. All representations and warranties contained in the Trademark Security Agreement remain true and correct on the date hereof.

SECTION 3. Unconditional Obligation; No Defenses. The Trademark Security Agreement as amended hereby represents the unconditional, absolute, valid and binding obligation of the Debtors. The Trademark Security Agreement as amended hereby is enforceable against the Debtors in accordance with its terms. The Debtors have no claims or defenses against the Secured Party or any other person or entity that would or might affect (a) the validity or enforceability of any provisions of the Trademark Security Agreement as amended hereby or (b) the collectibility by the Secured Party of any of the Obligations.

SECTION 4. Effect of this Amendment. Except as specifically amended above, the Trademark Security Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

SECTION 5. Governing Law; Terms. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Washington and the federal laws of the United States of America.

SECTION 6. Venue and Jurisdiction. Actions to enforce the Secured Party's rights herein may be brought in or transferred to, at the option of the Secured Party, the courts of general jurisdiction of the United Kingdom, the United States District Courts or the state courts of general jurisdiction sitting in King County, State of Washington, or in any jurisdiction where any Trademark Collateral is located. The Debtors consent to the non-exclusive jurisdiction of all such courts, and waive any and all defenses based on inconvenience of forum in all actions brought hereunder.


IN WITNESS WHEREOF, Debtors have caused this Amendment to be duly executed and delivered by their officer(s) thereunto duly authorized as of the date first above written.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

HELLY HANSEN (U.S.) INC., f.k.a. HELLY-  
HANSEN (U.S.) INC.

By:   
Title: AUTHORIZED SIGNATORY

HELLY HANSEN ASA, f.k.a. HELLY-  
HANSEN A/S

By:   
Its: AUTHORIZED SIGNATORY

in favor of:

CHASE MANHATTAN INTERNATIONAL  
LIMITED, as Security Trustee

By:   
Its: VICE PRESIDENT





## ANNEX A

TRADEMARK REGISTRATIONS AND APPLICATIONS OF HELLY HANSEN ASA, f.k.a. HELLY-HANSEN A/S, AND ITS  
SUBSIDIARIES  
IN THE UNITED STATES AND CANADA AND OF HELLY HANSEN (U.S.), INC., f.k.a. HELLY-HANSEN (U.S.), INC., IN  
CANADA

Country	Reg. In Favor Of	Trademark	Class	Reg. Number	Reg. Date	Renewal Date
US	HH US*	Impertech	Int: 24 US: 42-50	1,976,099	28.05.96	28.05.06
US	HH US	We know weather guaranteed	Int: 25 US: 39	1,892,201	02.05.95	02.05.05
US	HH US	We know weather guaranteed	Int: 25 US: 39	1,889,962	18.04.95	18.04.05
US	HH ASA	Helly Hansen (& Design) (Intent-To-Use Application)	Int: 25 US: 22, 39	2,045,330 44D	18.03.97	18.03.07
US	HH US	Helly-Hansen Weather Station	Int: 42 US: 100, 101	Ser. No. 74-624, 175	Abandoned 2/13/96	
US	HH US	Sea Gear	Int: 18, 25 US: 3, 39	1,697,632	30.06.92	30.06.02
US	HH US	Lifa (& Design)	Int: 25 US: 39	1,428,476	10.02.87	10.02.07
US	HH US	Mont Blanc	Int: 25 US: 39	1,218,473	30.11.82	30.11.02
US	HH US	Europa	Int: 25 US: 39	1,228,554	22.02.83	22.02.03
US	HH US	Sea Gear (suppl.)	Int: 9, 18, 25 US: 3, 39 T&T US: 26	1,243,954	28.06.83	28.06.03
US	HH US	Emilio D'Italia	Int: 25 US: 39	1,216,784	16.11.82	16.11.02
US	HH US	Cevas	Int: 25 US: 39	1,133,182	Canceled 4/28/01	
US	HH US	Lifa (& Design)	Int: 25 US: 39	1,075,068	Expired 7/20/98	
US	HH ASA	Propile	Int: 24, 25	1,845,661 44 D	7/19/94	7/19/04
US	HH ASA	Helly Hansen (& Design)	Int: 9, 25	1,828,082 44D	3/29/94	3/29/04
US	HH ASA	HH Helly Hansen	Int: 9, 25	1,641,085 44D	4/16/91	4/16/01
US	HH ASA	Helly-Tech	Int: 24, 25	1,594,290	Canceled § 8- 11/4/96	
US	HH ASA	Helly Tech	Int: 24, 25	Ser. No. 75279420	Amendment to Use filed 6/14/00; Non-final Action mailed on 02/01/01	
US	HH ASA	Design Only (outline of long Johns)	Int: 25	1,454,335 § 8, 15 filed	08/25/87	08/25/07
US	HH ASA	12 (& Design)	Int: 25	1,378,193	Canceled § 8- 11/4/92	
US	HH ASA	Helly-Hansen	Int: 9, 25	1,308,742 § 8, 15 filed	12/11/84	12/11/04
US	HH ASA	HH (Stylized)	Int: 9, 25	1,240,939 § 8, 15 filed	06/07/83	06/07/03
US	HH ASA	GH (& Design)	Int: 9, 25	1,094,320	Int: 9 Canceled § 8 partial- 9/11/84 Int: 25 Expired 03/30/99	
US	HH ASA	Helly Hansen (& Design)	Int: 25	0,890,533	Expired 5/5/90	
US	HH ASA	HH Helly Hansen	Int: 14	2,416,713	01/02/2001	01/02/10

\* In Annex A HH US means Helly Hansen (U.S.) Inc. and HH ASA means Helly Hansen ASA.

Country	4 Reg. In Favor Of	Trademark	Class	Reg. Number	Reg. Date	Renewal Date
Canada	HH US	Cevas (& Design)	Int: 25	TMA-314072	09.05.86	09.05.16
Canada	HH US	Eriksens	Int: 25	TMA-334136	13.11.87	13.11.02
Canada	HH US	Europa	Int: 25	TMA-341939	23.06.88	23.06.03
Canada	HH US	Helly-Fleece	Int: 24	TMA-305568	02.08.85	02.08.15
Canada	HH US	Helly-Tech	Int: 24, 25	TMA-305567	02.08.85	02.08.15
Canada	HH ASA, fka H-H A/S	Helly Hansen (& Design)		TMA-436127	25.11.94	25.11.09
Canada	HH ASA, fka H-H A/S	Helly-Hansen (& Design)		TMA-334026	13.11.87	13.11.02
Canada	HH ASA, fka H-H A/S	Helly-Hansen Weather Station		TMA-471991	04.03.97	04.03.02
Canada	HH ASA, fka H-H A/S	HH Helly Hansen (& Design)		TMA-407029	22.01.93	22.01.08
Canada	HH ASA, fka H-H A/S	Lady Lifa		TMA-370500	06.07.90	06.07.05
Canada	HH ASA, fka H-H A/S	Lifa		TMA-253545	05.12.80	05.12.10
Canada	HH ASA, fka H-H A/S	Lifa Expedition		TMA-371897	10.08.90	10.08.05
Canada	HH ASA, fka H-H A/S	Lifa ProLite 5000		TMA-370499	06.07.90	06.07.05
Canada	HH ASA, fka H-H A/S	Lifa ProSilk		TMA-378404	18.01.91	18.01.06
Canada	HH ASA, fka H-H A/S	Lifa Prowool Supreme		TMA-354890	21.04.89	21.04.04
Canada	HH ASA, fka H-H A/S	Propile		TMA-452070	22.12.95	22.12.10

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Commissioner of Patents and Trademarks

July 19, 2001


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Please date stamp the self addressed postcard to acknowledge receipt of the documents and return it to us, as well as the recorded documents.

If you have any questions, please do not hesitate to call.

Yours truly,

WILLIAMS, KASTNER & GIBBS PLLC



*for*

Michael A. Herbst

CLD:wpc

Encl.

1199865.1

**RECORDED: 07/19/2001**

**TRADEMARK  
REEL: 002335 FRAME: 0265**