

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Copyright 1994-97 LegalStar
TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

23595/17

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Norm Thompson Outfitters, Inc.

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: March 12, 2004

2. Name and address of receiving party(ies):

Name: Wells Fargo Retail Finance, LLC

Internal Address: _____

Street Address: One Boston Place, 18th Floor

City: Boston State: MA ZIP: 02108

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

78/318,795
76/338,287
78/306,912

B. Trademark Registration No.(s)

2,533,750 1,924,709 879,325
1,915,012 2,406,381 1,976,238
2,130,811 611,238 1,143,074

Additional numbers Yes No

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

Name: Mark S. Leonardo, Esq.

Internal Address: Brown Rudnick Berlack Israels LLP

Street Address: One Financial Center

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:.....

39

7. Total fee (37 CFR 3.41):.....\$ \$990.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500369

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.

Mark S. Leonardo, Esq. (Reg. No. 41,433)

Name of Person Signing

Signature

3-23-2004

Date

Total number of pages including cover sheet, attachments, and

23

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 002821 FRAME: 0840

700073879

CH \$990.00 500369 78318795

SCHEDULE A

U.S. Trademarks

Registration No.
1,204,997
946,841
1,284,733
2,567,994
2,491,496
1,923,811
1,811,578
1,168,264
2,645,893
1,348,672
1,224,105
1,905,044
1,189,696
1,183,893
2,139,253
2,462,813
2,477,530
2,229,572
2,180,573
2,415,818
2,357,806
1,444,563
2,369,890
1,580,795
2,537,693
2,614,820
2,516,310

#1265706 v11 - 23595/17

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

This Trademark and Trademark Applications Security Agreement (the "TM Security Agreement") is made as of the 12th day of March, 2004, by Norm Thompson Outfitters, Inc., an Oregon corporation with offices at 3188 NW Alocek Drive, Hillsboro, OR 97124 ("the Borrower") and Wells Fargo Retail Finance, LLC, with offices at One Boston Place, 18th Floor, Boston, MA 02108 (the "Lender").

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement of even date herewith (as the same may be amended from time to time, the "Loan Agreement") made between the Borrower and the Lender, the Lender has agreed to make certain loans and provide other financial accommodations to the Borrowers;

WHEREAS, pursuant to the Loan Agreement the Borrower has granted to the Lender a security interest in the Collateral for the benefit of the Lender to secure the Obligations of the Borrower to the Lender;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Obligations of the Borrower to the Lender and to more fully vest the security interest granted in the Loan Agreement, the Borrower has executed this TM Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Lender agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.

2. To secure the Obligations, the Borrower hereby grants a security interest in favor of, and collaterally assigns to the Lender, with power of sale (which power of sale shall be exercisable only following the occurrence and continuation of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:
- a. All of Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.
 - b. All renewals of any of the foregoing.
 - c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
 - d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
 - e. All of the Borrower's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications described in Subsection 2(a), together

with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "Marks".

3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Lender, the Borrower shall undertake the following with respect to each Mark that is in use at the relevant time:

- a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.
- b. At Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of each trademark application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, unless the respective service mark or trademark is abandoned (provided, however, that the Borrower shall notify the Lender of any intent to abandon any service mark or trademark).
- c. At Borrower's sole cost, expense, and risk, take any and all action that the Borrower reasonably deems necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

4. In the event of:

- a. either Borrower's failure, within five (5) days of written notice from the Lender, to cure any failure by the Borrower to perform any of Borrower obligations set forth in Section 3, above, and/or

- b. the occurrence and continuation of any Event of Default,

the Lender acting in its own name or in that the Borrower may (but shall not be required to) act in the Borrower's place and stead and/or in the Lender's own right in connection therewith.

- 5. The Borrower represents and warrants that:

- a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrower.
- b. No liens, claims or security interests have been granted in any Mark by the Borrower to any Person other than to the Lender.

- 6. In order to further secure the Obligations:

- a. The Borrower shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:
 - i. Either Borrower obtains rights to, and files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).
 - ii. Either Borrower becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license

renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

- iii. Either Borrower enters into any new trademark license agreement or service mark license agreement, whether as licensor or licensee, except such license agreements entered into in the ordinary course of business.
- b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.
- c. The Borrower hereby authorizes the Lender to modify this agreement by amending **EXHIBIT A** to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said **EXHIBIT A** shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence and continuation of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted and amended from time to time in the Commonwealth of Massachusetts with respect to the Marks, in addition to which the Lender, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively

rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and is continuing and that the Lender is authorized to exercise such rights and remedies.

8. The Borrower hereby irrevocably constitutes and designates the Lender as and for the Borrower's attorney-in-fact, effective with and upon the Lender's first exercise (the "First Exercise") of such powers following the occurrence and continuation of any Event of Default:

- a. To exercise any of the rights and powers referenced in Section 3.
- b. To execute all and singular such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Lender, but shall be exercisable only following the occurrence and continuation of an Event of Default.

9. Any use by the Lender of the Marks as authorized hereunder in connection with the exercise of the Lender's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower. Such use by the Lender shall be permitted only with and upon the First Exercise following the occurrence and continuation of an Event of Default.

10. Lender hereby acknowledges that the Borrower shall continue to have the exclusive right, prior to notice from the Lender following the occurrence and continuation of an Event of

Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by the Borrower to protect the Marks against encroachment by third parties; provided, however, that the Borrower first notify Lender in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by the Borrower.

11. Following the payment and satisfaction of all Obligations, and the termination of any obligation of the Lender to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Lender shall execute and deliver to the Borrower all such instruments as the Borrower reasonably may request to release any encumbrance in favor of the Lender created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

12. The Borrower shall, at the request of the Lender, do any and all acts and execute any and all documents reasonably required by the Lender in connection with the protection, preservation, and enforcement of the Lender's rights hereunder.

13. The Borrower shall, upon demand, reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

14. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as (a) directly or indirectly conveying to the Lender any rights in and to the Marks (other than the security interest granted herein), or (b) conveying to the Lender any right of prior approval of, or right to prevent the

granting of, or right to rescind any non-exclusive license of any of the Marks granted by the Borrower, except as may be conveyed in (a) or (b) above following the occurrence and continuation of any Event of Default (and in such circumstances, only with and upon the First Exercise).

15. This TM Security Agreement is intended to be supplemental to the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Lender shall have the same rights with respect to any and all security interests in the Marks granted the Lender to secure the Obligations hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

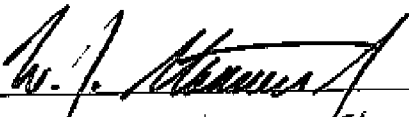
16. **THIS TM SECURITY AGREEMENT SHALL BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this
TM Security Agreement to be executed by officers duly authorized so to do on the date first
above written.

NORM THOMPSON OUTFITTERS, INC.
(the "Borrower")

WELLS FARGO RETAIL FINANCE
LLC
("Lender")

By: 
Print Name: William S. Stanners, Jr.
Title: Chief Financial Officer

By: _____
Print Name: Patrick Norton
Title: Senior Vice President

IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this
TM Security Agreement to be executed by officers duly authorized so to do on the date first
above written.

NORM THOMPSON OUTFITTERS, INC.
(the "Borrower")

WELLS FARGO RETAIL FINANCE, LLC
("Lender")

By: _____

By: Patrick J. Norton

Print Name: _____

Name: Patrick J. Norton

Title: _____

Title: Senior Vice President

STATE OF _____
COUNTY OF _____, SS

Then personally appeared before me _____ who
acknowledged that such person is the duly authorized _____ of Norm
Thompson Outfitters, Inc. and that such person had executed the foregoing instrument on its
behalf.

Witness my hand and seal this ___ day of _____, 2004.

Notary Public
My Commission Expires:

STATE OF OREGON)
)
COUNTY OF MULTNOMAH) SS

Then personally appeared before me W.J. Stammers who acknowledged that such person is the duly authorized CFO of Norm Thompson Outfitters, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 17 day of March, 2004.

Kathy Morrison
Notary Public - State of Oregon
My Commission Expires: 8-6-05



STATE OF Massachusetts
COUNTY OF Suffolk, SS

Then personally appeared before me Patrick J. Norton who
acknowledged that such person is the duly authorized Senior Vice President of
Wells Fargo Retail Finance, LLC and that such person had executed the foregoing instrument on
its behalf.

Witness my hand and seal this 10 day of March, 2004.

Nancy C. Mason
Notary Public

[Signature Page to Trademark Security Agreement]

EXHIBIT A

Borrowers' now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

See Attached

Trademark Applications

See Attached

#1261043 v3 - 23595/17

**Norm Thompson Outfitters, Inc.
Trademark Status Report
February 11, 2004**

Mark	Status	Action Due	Application	Registration	File
A WORLD OF UNFORGETTABLE GIFTS United States	Registered	Section 8 & 15 Affidavit Due 01/29/2008	76/069,582 06/13/2000	2,533,750 01/29/2002	10791.179
Goods: Mail order catalog services featuring men's and women's clothing, footwear, food items, beverages, housewares, home electronics, household and holiday decorations, fiscal items, artwork, furnishings, timepieces, luggage, sporting goods, automotive accessories, toys, games, puzzles, optical goods, and toiletries.					
Remarks:					
ALWAYS FITS United States	Registered	Renewal Due 08/29/2005	74/391,242 05/17/1993	1,915,012 08/29/1995	10791.072
Goods: Men's trousers and shorts and women's skirts and shorts.					
Remarks:					
AUTO-SIZER United States	Registered	Renewal Due 01/20/2008	74/391,243 05/17/1993	2,130,811 01/20/1998	10791.073
Goods: Men's shorts.					
Remarks:					
AUTO-SIZER United States	Registered	Renewal Due 10/03/2005	74/802,278 05/17/1993	1,924,709 10/03/1995	10791.095
Goods: Men's trousers.					
Remarks:					
CITY EXPRESS United States	Registered	Section 8 & 15 Affidavit Due 11/21/2006	75/892,180 03/07/2000	2,406,381 11/21/2000	10791.174
Goods: Wallets, handbags, purses and luggage.					
Remarks:					
DEER-MOCS (Stylized) United States	Registered	Renewal Due 08/23/2005	71/659,119 08/19/1954	611,236 08/23/1955	10791.104
Goods: Moccasins for the use of men, women and children.					
Remarks:					

010791.0064448629.1

Mark Status Action Due Application Registration File

DEPARTURE United States Registered Renewal Due 10/28/2009 72/317,616 01/27/1969 879,325 10/28/1969 10791.064

Goods: Suitcases, valises, and travelling bags.
 Remarks: Assigned from Airway Industries, Inc., 11/25/94.

DEPARTURES United States Registered Renewal Due 05/28/2006 74/647,980 03/17/1995 1,976,238 05/28/1996 10791.097

Goods: Retail catalog and mail order services for clothing and personal care and convenience items.
 Remarks:

EARLY WINTERS United States Registered Renewed Renewal Due 12/16/2010 73/194,311 11/22/1978 1,143,074 12/16/1980 10791.105

Goods: Hiking packs.
 Wearing apparel-namely, jackets, parkas, caps, slacks, shorts, socks, and booties.
 Remarks:

EARLY WINTERS United States Registered Renewed Renewal Due 08/10/2012 73/319,776 07/13/1981 1,204,997 08/10/1982 10791.105

Goods: General merchandise mail order catalog services.
 Remarks:

ESCAPE FROM THE ORDINARY United States Registered Renewed Renewal Due 11/07/2012 72/390,844 04/30/1971 946,841 11/07/1972 10791.105

Goods: Jackets, hats, socks, boots, shoes, slippers, sneakers, sports coats, slacks, dresses, underwear, sweaters, shirts, ties, bathing suits, robes, mufflers, bandannas, and belts.
 Remarks:

ESCAPE FROM THE ORDINARY United States Registered Renewed Renewal Due 07/03/2014 73/404,671 12/03/1982 1,284,733 07/03/1984 10791.105

Goods: Retail and mail order services in the field of men's and women's clothing, food items, gifts, luggage, toys and games, optical goods, and toiletries.
 Remarks:

010791.0064/448629.1

Mark	Status	Action Due	Application	Registration	File
FLY RIGHT United States	Registered	Section 8 & 15 Affidavit Due 05/07/2008	75/814,946 10/04/1999	2,567,994 05/07/2002	10791.165
Goods: Luggage, namely handbags, duffel bags, and suitcases. Remarks:					
FLY RIGHT United States	Registered	Section 8 & 15 Affidavit Due 09/18/2007	75/980,635 10/05/1999	2,491,496 09/18/2001	10791.184
Goods: Men's shirts. Remarks:					
FREQUENT FLYER United States	Registered	Renewal Due 10/03/2005	74/592,966 10/31/1994	1,923,811 10/03/1995	10791.090
Goods: Men's sport coats, women's jackets, and women's dresses. Remarks:					
FURANCE SHIRT United States	Registered Renewed	Renewal Due 12/14/2013	74/259,147 03/26/1992	1,811,578 12/14/1993	10791.105
Goods: Clothing; namely, shirts, undershirts and pullovers. Remarks:					
LIGHTNING HUG United States	Registered Renewed	Renewal Due 09/08/2011	73/265,673 06/09/1980	1,168,264 09/08/1981	10791.105
Goods: Flashlights. Remarks:					
MILE MATES United States	Registered	Section 8 & 15 Affidavit Due 11/05/2008	78/095,548 11/28/2001	2,645,893 11/05/2002	10791.199
Goods: Footwear. Remarks:					

010791.0064/448629.1

Mark Status Action Due Application Registration File

NORM THOMPSON
 United States Registered Renewal Due 73/382,473 1,248,672 10791.105
 07/09/2005 08/30/1982 07/09/1985

Goods: Mail order and retail store services through its own stores in the field of men's and women's clothing.
 Remarks:

NORM THOMPSON
 United States Registered Renewal Due 73/249,574 1,224,105 10791.105
 Renewed 01/16/2013 02/11/1980 01/18/1983

Goods: Hand bags, wallets, toilet bags (empty), traveling bags, garment bags for traveling.
 Blankets.
 Canned smoked fish, dried fruits.
 Candy, cakes, tea.
 Retail and mail order services in the field of food items, gifts, luggage, toys and games, optical goods,
 and toiletries.
 Remarks:

NORRERN STRETCH (as amended)
 United States Registered Renewal Due 74/403,893 1,905,044 10791.078
 07/11/2005 06/15/1993 07/11/1995

Goods: Men's and women's tights, turtleneck shirts, bib overalls, vests, pullovers, hats, all made in whole or
 significant part of fleece.
 Remarks: Original mark: NORRERN STRETCH FLEECE.

Old Man Winter Logo (Design)
 United States Registered Renewal Due 73/195,388 1,189,696 10791.105
 Renewed 02/16/2012 12/04/1978 02/16/1982

Goods: Wearing apparel, namely, jackets, parkas. (as amended)
 Remarks:

PANNA CRUSHER
 United States Registered Renewal Due 73/265,674 1,189,893 10791.105
 Renewed 12/29/2011 06/09/1980 12/29/1981

Goods: Hats to be worn by men and woman.
 Remarks:

010791.0064/446629.1

Mark Status Action Due Application Registration File

PERFECT-FIT
 United States Filled Foreign Filing Deadline 78/318,795 10/27/2003 10791.234

Goods: clothing, namely camshoes, tank tops and shirts.
 Remarks: Newly filed application, awaiting assignment to examining attorney and examination.

PRODUCTS THAT MAKE LIFE EASIER
 United States Suspended Status Inquiry Due 76/338,287 11/14/2001 10791.200

Goods: Mail order catalog services featuring a wide variety of household and consumer goods, namely, varnishes, preservatives against rust and against deterioration of wood, cleaning preparations, candles, disinfectants, household deodorants, insect repellents, electric and electronic household machines and apparatus, hand tools and implements, personal grooming implements, cutlery, razors; electrical, electronic and scientific apparatus, namely, nautical, photographic and optical apparatus and instruments, barometers, thermometers, eyeglasses, magnifiers; apparatus for recording, transmission or reproduction of sound or images, radios, intercoms, speakers, cameras, televisions, and calculating machines; apparatus for lighting, heating, steam generating, cooking, drying, ventilating, water supply and sanitary purposes, solar lights, flashlights, accent lights, space heaters, ovens, grills, kettles, humidifiers, hair dryers, shower heads, water fountains, garden hose, and water bottles; massage implements, massage tools, heating pads, support socks, support shoes, and support cushions; jewelry, clocks, watches, paper goods and printed matter, reading and writing implements and accessories, leather goods, wallets, purses, handbags, backpacks, totes, furniture, storage items, mirrors, picture frames, bedding, housewares; furnishings, tools and accessories for bath, kitchen, home office, garden and auto; household and holiday decorations, glassware, teats, awnings, tarpaulins, sacks and bags, clothing, footwear, floor coverings, toys, games, puzzles, sporting goods, pet products (as amended).
 Remarks: Suspended pending disposition of cited application by Starcrest Products for MAKE LIFE EASIER.

Ram's Head Logo
 United States Registered Status Inquiry Due 75/290,594 05/12/1997 10791.129

Goods: Retail catalog, mail order and retail store services featuring general merchandise.
 Remarks: Awaiting acceptance of Sect. 8 & 15 affidavits.

010791.0064448629.1

Blank Status Application Action Due Registration File

SABALIE United States Filled Filing Receipt Received Status Inquiry Due 78/306,912 09/29/2003 10791.231

Goods: Clothing, footwear, and headgear. Mail order catalog and on-line retail store services featuring a wide variety of household, outdoor recreation, and consumer goods, such as clothing, footwear, hats and other headgear, and accessories therefor; jewelry; hair accessories; watches; sunglasses and straps for sunglasses; luggage, bags, and accessories therefor; travel accessories; housewares and kitchen utensils; household furnishings; liners, blankets, and pillows; optical, directional, and weather monitoring apparatus; consumer electronics and accessories therefor; clocks; exercise equipment, mats, and cushions; toys, games, and puzzles; books; musical instruments; collectibles; pens and paperweights; body care products; lighting, heating, and water supply apparatus; pet products; hand and pocket tools; outdoor furniture and furnishings; camping and recreational equipment and accessories therefor; survival and safety items; automobile accessories; food and beverage products, and awaiting examination.

SAVE YOUR BACK United States Registered Section 8 & 15 Affidavit Due 75/868,242 12/08/1999 10791.170
2,462,813 06/19/2001

Goods: Shoulder bags, handbags, purses, bags for books or travel, and backpacks.

SCORLES United States Registered Section 8 & 15 Affidavit Due 75/892,183 01/07/2000 10791.172
2,477,530 08/14/2001

Goods: Footwear, namely slippers.

SHEEKING United States Registered Section 8 & 15 Affidavit Due 75/290,595 05/12/1997 10791.130
2,229,572 03/02/1999

Goods: Slippers made in whole or in significant part of sheepskin.

SHIKARI United States Registered Renewal Due 75/326,211 07/17/1998 10791.132
2,180,573 08/11/2008

Goods: Shirts

010791.0064448629.1

Norm Thompson Outfitters, Inc.
Trademark Status Report
February 11, 2004

Mark Status Action Due Application Registration File

SUMMER SOCKS Registered Section 8 & 15 Affidavit Due 75/892,182 2,415,818 10791.171
 United States 12/26/2006 01/07/2000 12/26/2000

Goods: Footwear, namely slippers and slipper socks.
 Remarks: Disclaims "SOCKS".

SOLTEX Registered Section 8 & 15 Affidavit Due 75/813,468 2,357,806 10791.164
 United States 06/13/2006 10/01/1999 06/13/2000

Goods: Men's and women's apparel, namely hats, pullovers, shirts, T-shirts, and pants.
 Remarks: Registered.

SOLUTIONS

United States Registered Renewal Due 73/591,350 1,444,563 10791.105
 06/23/2007 04/03/1986 06/23/1987

Goods: Mail order catalog services in the field of personal convenience-oriented gift and novelty items.
 Remarks:

SOLUTIONS

United States Registered Section 8 & 15 Affidavit Due 75/501,536 2,369,890 10791.140
 07/25/2006 06/12/1998 07/25/2000

Goods: Mail order catalog services featuring a wide variety of household and consumer goods, such as varnishes, preservatives against rust and against deterioration of wood, cleaning preparations, candles, disinfectants, household deodorants, insect repellents, electric and electronic household machines and apparatus, hand tools and implements, personal grooming implements, cutlery, razors; electrical, electronic and scientific apparatus, namely nautical, photographic and optical apparatus and instruments, apparatus for recording, transmission or reproduction of sound or images, calculating machines; apparatus for lighting, heating, steam generating, cooking, drying, ventilating, water supply and sanitary purposes; massage implements, jewelry, clocks, watches, paper goods and printed matter, reading and writing implements and accessories, leather goods, wallets, purses, handbags, backpacks, totes, furniture, storage items, mirrors, picture frames, bedding, housewares; furnishings, tools and accessories for bath, kitchen, home office, garden and auto; household and holiday decorations, glassware, tents, awnings, tarpaulins, sacks and bags, clothing, footwear, floor coverings, toys, games, puzzles, sporting goods, pet products.
 Remarks:

THE PRIMARY LAYER

United States Registered Renewal Due 73/806,146 1,580,795 10791.105
 Renewed 01/30/2010 06/12/1989 01/30/1990

Goods: Mail order services in the field of men's and woman's clothing and personal care products.
 Remarks:

010791.0064/448629.1

Mark Status Action Due Application Registration File

TRAVELER'S SURDE Registered Section 8 & 15 Affidavit Due 75/892,181 2,537,693 10791.173
 United States 02/12/2008 01/07/2000 02/12/2002

Goods: Men's and women's apparel, namely coats, blazers, jackets, dresses, and pants.
 Remarks: Disclaimers "SURDE".

WATERFRONT LIVING Registered Section 8 & 15 Affidavit Due 76/262,301 2,614,820 10791.188
 United States 09/03/2008 05/23/2001 09/03/2002

Goods: Mail order catalog services featuring apparel, housewares, furnishings, toys and games, food items, gifts, collectibles, artwork, weather instruments, household and consumer goods, and general merchandise for home, office, boat, garden, and yard.
 Remarks:

ZIP DRY Registered Section 8 & 15 Affidavit Due 75/813,469 2,516,310 10791.163
 United States 12/11/2007 10/01/1999 12/11/2001

Goods: Men's and women's apparel, namely shorts, shirts, pants, and hats; chemical composition to improve drying capability of articles of fabric, sold as an integral component of wearing apparel (as amended).
 Remarks:

EARLY WINTERS Registered Renewal Due 478271 270946 10791.105
 Canada Renewed 07/09/2012 11/13/1981 07/09/1982

Goods: Miscellaneous: (1) clothing, namely, boots, shoes, socks, pants, shorts, shirts, parkas, jackets, waterproof pants and jackets, sweaters, underwear, hats, vests, slippers, warmup pants and jackets, and insoles for shoes; (2) flashlights; (3) sleeping bags and sleeping bag covers; (4) tents, packs, bags, sacks, storage boxes and crates; (5) pots, pans, utensils, knives, forks, spoons, cups, and whetstones; (6) food products, namely, smoked salmon, soups, nuts and juices; (7) shoes waterproofing and preservative chemicals, fabric waterproofing material, and soaps; (8) waterproof paper, maps, and protective wrap for maps; (9) wallets; (10) compasses, map measuring equipment and thermometers; (11) catalogue sales services.
 Remarks:

010791.0064/448629.1

Norm Thompson Outfitters, Inc.
 Trademark Status Report
 February 11, 2004