

FORM PTO-1594 (Modified)
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Northern Cap And Glove Mfg., Llc

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

CapitalSource Finance LLC
4445 Willard Avenue
Chevy Chase, Md 20815

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: July 30, 2004Effective Date: July 30, 2004

☐ Individual(s) citizenship:
☐ Association:
☐ General Partnership:
☐ Limited Partnership:
☐ Corporation-State:
☒ Other: Delaware LLC

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: ☐ Yes; ☒ No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

2097898
 1918029
 1815005
 1813843
 1513683

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

Catherine R. Howell, Paralegal
 Attn: TMSU
 Morgan, Lewis & Bockius LLP
 1111 Pennsylvania Avenue N.W.
 Washington, D.C. 20004

Telephone: 202-739-5652

Facsimile: 202-739-3001

E-Mail: chowell@morganlewis.com6. Total number of applications and registrations involved: 57. Total fee (37 C.F.R. § 3.41) \$140☐ Check enclosed.☒ Authorized to charge fee and any overpayments/deficiencies to deposit account.

8. Deposit account number:

13-4520

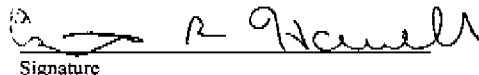
DO NOT USE THIS SPACE

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.

Catherine R. Howell, Paralegal

Name of Person Signing



Signature

September 30, 2004

Date

Total number of pages including cover sheet, attachments and document: 14

OMB No. 0651-0011 (exp. 4/94)

CH \$140.00 134620 2097898

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of July 30, 2004, by **NORTHERN CAP AND GLOVE MFG., LLC**, a Delaware limited liability company, **NORTHERN CAP HOLDINGS, INC.**, a Delaware corporation, and **CARIBBEAN INTERNATIONAL HEADWEAR MANUFACTURING CO., LLC**, a Minnesota limited liability company (each a "**Grantor**", and collectively the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders under the Loan Agreement described below (in such capacities, "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof among the Grantors, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed to provide Loans to the Borrower (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each of the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its respective Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the

Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party, for itself and the benefit of the Lenders, and its grant to Secured Party, for itself and the benefit of the Lenders, of a lien on and security interest in all of its right, title and interest in, to and under the following (herein referred to as **"Intellectual Property Collateral"**):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto; and

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (b) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto; and

(i) all renewals, reissues, continuations or extensions of the foregoing;
and

(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto; and

(i) all renewals, reissues, continuations or extensions of the foregoing;
and

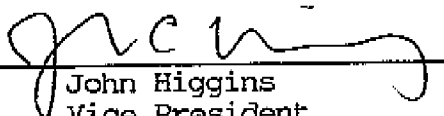
(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral reaffirmed herein are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

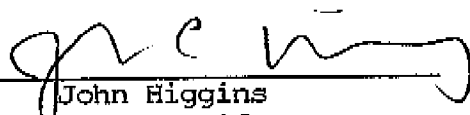
[Signatures appear on the following page]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

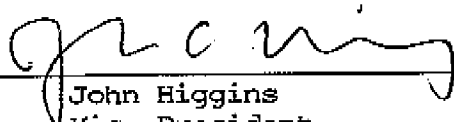
NORTHERN CAP AND GLOVE MFG., LLC

By: 
Name: John Higgins
Title: Vice President

NORTHERN CAP HOLDINGS, INC.

By: 
Name: John Higgins
Title: Vice President

**CARIBBEAN INTERNATIONAL HEADWEAR
MANUFACTURING CO., LLC**

By: 
Name: John Higgins
Title: Vice President

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name:
Title:

NORTHERN CAP HOLDINGS, INC.

STATE OF Michigan)
 COUNTY OF Wayne) ss.
 On 07/28/04, before me, Bonnie L. Schneider, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
 personally appeared John Higgins
Name of Signer(s)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Bonnie L. Schneider
 Notary Public, Wayne County, Michigan
 My Commission Expires: December 30, 2007

Bonnie L. Schneider
Signature of Notary Public
Acting in Wayne Co, MI
 OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual		_____
<input type="checkbox"/> Corporate Officer		_____
_____	Title(s)	Title or Type of Document
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Limited	_____
	<input type="checkbox"/> General	Number of Pages
<input type="checkbox"/> Attorney-In-Fact		_____
<input type="checkbox"/> Trustee(s)		Date of Document
<input type="checkbox"/> Guardian/Conservator		_____
<input type="checkbox"/> Other: _____		_____
Signer is Representing: Name of Person(s) or Entity(ies)		_____
_____		Signer(s) Other Than Named Above

NORTHERN CAP AND GLOVE MFG., LLC

STATE OF Michigan)
COUNTY OF Wayne) ss.
On 07/28/04, before me, Bonnie L. Schneider Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared John Higgins
Name of Signer(s)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Bonnie L. Schneider
Notary Public, Wayne County, Michigan
My Commission Expires: December 30, 2007

Bonnie L. Schneider
Signature of Notary Public
Acting in Wayne Co., MI
OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Number of Pages

Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above

CARIBBEAN INTERNATIONAL HEADWEAR MANUFACTURING CO., LLC

STATE OF MichiganCOUNTY OF Wayne

) ss.

On 07/28/04, before me, Bonnie L. Schneider Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")personally appeared John Higgins
Name of Signer(s)

- ☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Bonnie L. Schneider
Notary Public, Wayne County, Michigan
My Commission Expires: December 30, 2007

Bonnie L. Schneider
Signature of Notary Public
Acting in Wayne Co., MI
OPTIONAL

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- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ Attorney-in-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is Representing:
Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORTHERN CAP AND GLOVE MFG., LLC

By: _____
Name:
Title:

NORTHERN CAP HOLDINGS, INC.

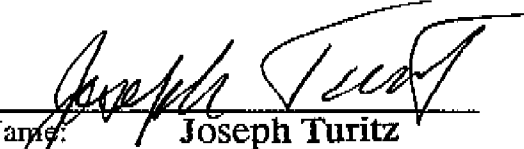
By: _____
Name:
Title:

**CARIBBEAN INTERNATIONAL HEADWEAR
MANUFACTURING CO., LLC**

By: _____
Name:
Title:

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By:  _____
Name: Joseph Turitz
Title: General Counsel

CAPITALSOURCE FINANCE LLC

STATE OF Maryland)
COUNTY OF Montgomery) ss.
On July 28, 2004, before me, Rosanne M. Willging, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Joseph Turate,
Name of Signer(s)

☒ personally known to me – ~~OR~~ ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ROSANNE M. WILLGING
Notary Public
MONTGOMERY County
Of the State of Maryland
Commission Expires APR 30, 2008

WITNESS my hand and official seal.

Rosanne M. Willging
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is Representing:
Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Acknowledgement of IP Collateral
Lien

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No. (Serial No)</u>
Northern Cap and Glove Mfg., LLC, as successor in interest to Northern Cap Manufacturing Co. a/k/a Northern Cap Manufacturing Company	Knögintop	9/16/1997	Registered	2097898 (75219646)
	Planet Caps	9/12/1995	Registered	1918029 (74383302)
	Kenneth Michael	1/4/1994	Renewed	1815005 (74383301)
	Avalon	12/28/1993	Renewed	1813843 (74383303)
	Lake of the Isles Fine Headwear	11/22/1988	Registered	1513683 (73720412)

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

Trademark Authorization Letter from Eddie Bauer, Inc. to Northern Cap Manufacturing Co., predecessor in interest to Northern Cap and Glove Mfg., LLC, dated August 21, 2001.

Certified Manufacturer Agreement between W.L. Gore and Associates and Northern Cap Manufacturing Co., predecessor in interest to Northern Cap and Glove Mfg., LLC, dated June 3, 2002.

Product License Agreement, dated February 1, 2001 as amended by a letter agreement dated April 15, 2003, between United States Ski & Snowboard Association and Northern Cap Manufacturing Co., predecessor in interest to Northern Cap and Glove Mfg., LLC.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Including Copyright Reg. No. and Date

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

<u>Grantor</u>	<u>Patents</u>	<u>Issued Date</u>	<u>Status</u>	<u>Patent No.</u>
<u>None.</u>				

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None.