TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eddie Bauer, Inc.		07/18/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 94

Property Type	Number	Word Mark
Registration Number:	2327855	OUR CREED. TO GIVE YOU SUCH OUTSTANDING QUALITY, VALUE, SERVICE AND GUARANTEE THAT WE MAY BE WORTHY OF YOUR HIGH ESTEEM
Registration Number:	2483723	ACTIVATOR
Registration Number:	1482049	ALL WEEK LONG
Registration Number:	2409309	CHEHALIS SWEATER
Registration Number:	2284107	CROSSWINDS
Registration Number:	2458171	DEER BAY
Registration Number:	2474273	DOWNLIGHT
Registration Number:	1990423	EBTEK
Registration Number:	2082388	EBTEK
Registration Number:	2172875	EBTEK
Registration Number:	2498168	EBTEK
Registration Number:	880279	EDDIE BAUER
Registration Number:	994152	EDDIE BAUER

OP $2365.00 2327855

Registration Number:	2199981	EDDIE BAUER
Registration Number:	2237509	EDDIE BAUER
Registration Number:	2251500	EDDIE BAUER
Registration Number:	2265464	EDDIE BAUER
Registration Number:	2308646	EDDIE BAUER
Registration Number:	2325813	EDDIE BAUER
Registration Number:	2331757	EDDIE BAUER
Registration Number:	2364451	EDDIE BAUER
Registration Number:	2368565	EDDIE BAUER
Registration Number:	2430268	EDDIE BAUER
Registration Number:	2447116	EDDIE BAUER
Registration Number:	2469401	EDDIE BAUER
Registration Number:	2473338	EDDIE BAUER
Registration Number:	2483518	EDDIE BAUER
Registration Number:	2482728	EDDIE BAUER
Registration Number:	2490354	EDDIE BAUER
Registration Number:	2534952	EDDIE BAUER
Registration Number:	2564655	EDDIE BAUER
Registration Number:	2580307	EDDIE BAUER
Registration Number:	2589917	EDDIE BAUER
Registration Number:	2892465	EDDIE BAUER
Registration Number:	2722529	EDDIE BAUER
Registration Number:	2722528	EDDIE BAUER
Registration Number:	2942552	EDDIE BAUER
Registration Number:	2260794	EDDIE BAUER ADVENTURER
Registration Number:	2133309	EDDIE BAUER BALANCE
Registration Number:	2162220	EDDIE BAUER COFFEE AND SHOP
Registration Number:	2215435	EDDIE BAUER COFFEE & SHOP
Registration Number:	2307185	EDDIE BAUER EST. 1920
Registration Number:	2464677	EDDIE BAUER EXPERIENCE BASED
Registration Number:	2249685	EDDIE BAUER SINCE 1920 EB TRADEMARK
Registration Number:	2272158	EDDIE BAUER SINCE 1920 EB TRADE MARK
Registration Number:	2323764	EDDIE BAUER HOME
Registration Number:	2421176	EDDIE BAUER LEGEND FOR FOUR GENERATIONS
Registration Number:	2010623	EDDIE BAUER LEGENDS

Registration Number:	2363600	EDDIE BAUER LIFESTYLES
Registration Number:	1580777	EDDIE BAUER OUTDOOR OUTFITTER SINCE 1920
Registration Number:	2178649	EDDIE BAUER S.E.E.D. FUND
Registration Number:	880280	EDDIE BAUER
Registration Number:	1447361	EDDIE BAUER
Registration Number:	2331753	EDDIE BAUER
Registration Number:	2257761	EDDIE BAUER
Registration Number:	2942551	EDDIE BAUER
Registration Number:	2249698	EDDIE BAUER
Registration Number:	2274112	EDDIE BAUER
Registration Number:	2892466	EDDIE BAUER
Registration Number:	2331904	EDDIE BAUER SINCE 1920
Registration Number:	2801167	ELKHORN
Registration Number:	2464678	EXPERIENCE BASED
Registration Number:	2503096	GUIDE BAG
Registration Number:	2369427	JOURNEYMAN BOMBER
Registration Number:	798431	KARA KORAM
Registration Number:	2392157	LACONNER
Registration Number:	2626680	MORE BEDDING, MORE BATH, MORE AT HOME
Registration Number:	2418414	NORTH CASCADE
Registration Number:	2001876	NORTHWIND
Registration Number:	2327854	OUR GUARANTEE. EVERY ITEM WE SELL WILL GIVE YOU COMPLETE SATISFACTION OR YOU MAY RETURN IT FOR A FULL REFUND.
Registration Number:	2724007	OUTDOOR GEAR FOR LIFE'S ADVENTURES
Registration Number:	2509561	PEEL & GO
Registration Number:	1023494	POLAR PARKA
Registration Number:	1861863	RIDGELINE
Registration Number:	846314	SNAP-JAC
Registration Number:	1000773	SNOWLINE
Registration Number:	2700812	SNOHOMISH
Registration Number:	2500760	SNOHOMISH
Registration Number:	1488590	STORMCHEK
Registration Number:	2632241	STORMCHEK
Registration Number:	2204237	TAPESTRY VINE

Registration Number:	1715903	THERMOLENE
Registration Number:	2375777	WEATHEREDGE
Registration Number:	1483617	WINDFOIL
Registration Number:	2429474	WWW.EDDIEBAUER.COM
Serial Number:	76475072	EDDIE BAUER SPORT SHOP SEATTLE
Serial Number:	78281909	FINESPUN
Serial Number:	76027015	JOURNEYMAN
Serial Number:	78608317	LODGE COLLECTION
Serial Number:	78608319	LODGE COLLECTION
Serial Number:	78608320	LODGE COLLECTION
Serial Number:	78608321	LODGE COLLECTION
Serial Number:	78608323	LODGE COLLECTION
Serial Number:	78488759	WINDCUTTER

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2254

Email: ksolomon@stblaw.com

Correspondent Name: Robyn Rahbar, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	08/03/2005

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of July 18, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent (the "Administrative Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WHEREAS, EDDIE BAUER, INC., a Delaware corporation (the "Borrower"), has entered into a Term Loan Agreement, dated as of June 21, 2005 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), with and among EDDIE BAUER HOLDINGS, INC., a Delaware corporation, the Administrative Agent, GENERAL ELECTRIC CAPITAL CORPORATION, as syndication agent, CREDIT SUISSE, as documentation agent, and the Lenders;

WHEREAS, pursuant to the Loan Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, the Borrower (together with any other entity that may become a party thereto as provided therein, the "Grantors") has executed and delivered a Guarantee and Collateral Agreement, dated as of June 21, 2005, (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the ratable benefit of the Lenders;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the U.S. Copyright Office and other governmental authorities.

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

SECTION 1. Definitions Capitalized terms used herein but not otherwise defined herein have the meaning set forth in the Loan Agreement and/or the Guarantee and Collateral Agreement (collectively the "Loan Documents").

SECTION 2. Grant of Security. Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such right, title and interest in and to the following (the "***IP Collateral***"):

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(i) all Patents (including, without limitation, those items set forth on Schedule A hereto;

(ii) all Trademarks (including, without limitation, those items set forth on Schedule B hereto) (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights (including, without limitation, those items set forth on Schedule C hereto);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent and the Lenders with respect to the IP Collateral are more fully set forth in the Guarantee and Collateral Agreement

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and the Loan Agreement, the terms and provisions of which (including the rights and remedies provided therein) are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EDDIE BAUER, INC.

By: _____
Name: Tim McLaughlin
Title: SVP + CFO

EDDIE BAUER HOLDINGS, INC.

By: _____
Name: Tim McLaughlin
Title: SVP + CFO

EDDIE BAUER SERVICES, LLC

By: _____
Name: Tim McLaughlin
Title: SVP + CFO

EDDIE BAUER INFORMATION TECHNOLOGY, LLC

By: _____
Name: Tim McLaughlin
Title: SVP + CFO

DISTRIBUTION FULFILLMENT SERVICES, INC.

By: _____
Name: Tim McLaughlin
Title: SVP + CFO

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JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:_____
Name: James A. Knight
Title: Vice President

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SCHEDULE A

U.S. Patents

None.

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SCHEDULE B

U.S. Trademark Registrations

Trademark	Registration No.
"Our creed. To give you such outstanding quality, value service and guarantee that we may be worthy of your high esteem"	2327855
Activator	2483723
All Week Long	1482049
Chehalis Sweater	2409309
Crosswinds	2284107
Deer Bay	2458171
Downlight	2474273
Ebtek	1990423
Ebtek	2082388
Ebtek	2172875
Ebtek	2498168
Eddie Bauer	880279
Eddie Bauer	994152
Eddie Bauer	2199981
Eddie Bauer	2237509
Eddie Bauer	2251500
Eddie Bauer	2265464
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Eddie Bauer	2483518
Eddie Bauer	2482728
Eddie Bauer	2490354
Eddie Bauer	2534952
Eddie Bauer	2564655
Eddie Bauer	2580307
Eddie Bauer	2589917
Eddie Bauer	2892465
Eddie Bauer	2722529

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Trademark	Registration No.
Eddie Bauer	2722528
Eddie Bauer	2942552
Eddie Bauer Adventurer	2260794
Eddie Bauer Balance	2133309
Eddie Bauer Coffee And Shop	2162220
Eddie Bauer Coffee and Shop	2215435
Eddie Bauer Est. 1920 Stencil Goose (Design)	2307185
Eddie Bauer Experience Based	2464677
Eddie Bauer Goose Logo	2249685
Eddie Bauer Goose Logo	2272158
Eddie Bauer Home	2323764
Eddie Bauer Legend for Four Generations and Design	2421176
Eddie Bauer Legends	2010623
Eddie Bauer Lifestyles	2363600
Eddie Bauer Outdoor Outfitter Since 1920 (And Design)	1580777
Eddie Bauer S.E.E.D. Fund	2178649
Eddie Bauer Signature Design	880280
Eddie Bauer Signature Design	1447361
Eddie Bauer Signature Design	2331753
Eddie Bauer Signature Design	2257761
Eddie Bauer Signature Design	2942551
Eddie Bauer Signature Design	2249698
Eddie Bauer Signature Design	2274112
Eddie Bauer Signature Design	2892466
Eddie Bauer Since 1920 Goose Clock Design	2331904
Elkhorn	2801167
Experience Based	2464678
Guide Bag	2503096
Journeyman Bomber	2369427
Kara Koram	798431
Laconner	2392157
More Bedding, More Bath, More At Home	2626680
North Cascade	2418414
Northwind	2001876
Our Guarantee. Every Item We Sell Will Give You Complete Satisfaction Or You May Return It For a Full Refund	2327854
Outdoor Gear for Life's Adventures	2724007
Peel & Go (And Design)	2509561
Polar Parka	1023494
Ridgeline	1861863
Snapjac	846314
Snowline	1000773

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Trademark	Registration No.
Snohomish	2700812
Snohomish	2500760
Stormcheck	1488590
Stormcheck	2632241
Tapestry Vine	2204237
Thermolene	1715903
Weatheredge	2375777
Windfoil	1483617
www.eddiebauer.com	2429474

U.S. Trademark Applications

Trademark	Serial No.
Eddie Bauer Sport Shop Seattle	76/475072
Finespun	78/281909
Journeyman	76/027015
Lodge Collection	78/608317
Lodge Collection	78/608319
Lodge Collection	78/608320
Lodge Collection	78/608321
Lodge Collection	78/608323
Windcutter	78/488759

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SCHEDULE C

U.S. Copyrights Registrations

Copyright	**Registration No.**
Eddie Bauer outfitting great outdoor adventures for over 50 years	TX145217
The Eddie Bauer guide to family camping	TX1263004
The Eddie Bauer guide to cross-country skiing	TX1369100
The Eddie Bauer guide to backpacking	TX1457032
The Eddie Bauer guide to fly fishing	TX1496900
Eddie Bauer sampler sweater	VA323561

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RECORDED: 08/03/2005

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