Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Eddie Bauer, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: DE
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☑ Yes ☐ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Bank of America, N.A.
Internal Address:
Street Address: 40 Broad Street
City: Boston
State: MA
Country: US Zip: 02109

☑ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) 6/21/05

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and Identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Additional sheet(s) attached? ☑ Yes ☐ No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Christopher E. Kondracki
Internal Address:
Street Address: 2001 Jefferson Davis, Hwy.
Suite 1007
City: Arlington
State: VA Zip: 22202
Phone Number: 703-415-1555
Fax Number: 703-415-1557
Email Address:

6. Total number of applications and registrations involved: 94

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 2,365.00
☐ Authorized to be charged by credit card
☑ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number 19-3545
Authorized User Name Christopher E. Kondracki

9. Signature: C E K
Signature
7/29/05
Date
Christopher E. Kondracki
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 31

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $2365.00 193545 76475072

Conveying Party(ies)
Continuation of the Information in Item 1

Eddie Bauer Services, LLC -- Ohio -- Limited Liability Company
Execution Date: 6/21/05

Distribution Fulfillment Services, Inc. (DFS) -- Delaware -- Corporation
Execution Date: 6/21/05

Eddie Bauer Information Technology, LLC. -- Delaware -- Limited Liability Company
Execution Date: 6/21/05

Continuation of Item 4

Trademark	Number	Date
"Our creed. To give you such outstanding quality, value service and guarantee that we may be worthy of your high esteem"	2327855	03/14/00
Activator	2483723	08/28/01
All Week Long	1482049	03/22/88
Chehalis Sweater	2409309	11/28/00
Crosswinds	2284107	10/05/99
Deer Bay	2458171	06/05/01
Downlight	2474273	07/31/01
Ebtek	1990423	07/30/96
Ebtek	2082388	07/22/97
Ebtek	2172875	07/14/98
Ebtek	2498168	10/16/01
Eddie Bauer	880279	11/11/69
Eddie Bauer	994152	09/24/74
Eddie Bauer	2199981	10/27/98
Eddie Bauer	2237509	04/06/99
Eddie Bauer	2251500	06/08/99
Eddie Bauer	2265464	07/27/99
Eddie Bauer	2308646	01/18/00
Eddie Bauer	2325813	03/07/00
Eddie Bauer	2331757	03/21/00
Eddie Bauer	2364451	07/04/00
Eddie Bauer	2368565	07/18/00
Eddie Bauer	2430268	02/20/01
Eddie Bauer	2447116	04/24/01
Eddie Bauer	2469401	07/17/01
Eddie Bauer	2473338	07/31/01
Eddie Bauer	2483518	08/28/01
Eddie Bauer	2482728	08/28/01
Eddie Bauer	2490354	09/18/01
Eddie Bauer	2534952	01/29/02
Eddie Bauer	2564655	04/23/02
Eddie Bauer	2580307	06/11/02
Eddie Bauer	2589917	07/02/02
Eddie Bauer	2892465	10/12/04
Eddie Bauer	2722529	06/03/03
Eddie Bauer	2722528	06/03/03
Eddie Bauer	2942552	04/19/05
Eddie Bauer Adventurer	2260794	07/13/99

Continaution of Item 4

Trademark	Number	Date
Eddie Bauer Balance	2133309	01/27/98
Eddie Bauer Coffee And Shop	2162220	06/02/98
Eddie Bauer Coffee and Shop	2215435	12/29/98
Eddie Bauer Est. 1920 Stencil Goose (Design)	2307185	01/11/00
Eddie Bauer Experience Based	2464677	06/26/01
Eddie Bauer Goose Logo	2249685	06/01/99
Eddie Bauer Goose Logo	2272158	08/24/99
Eddie Bauer Home	2323764	02/29/00
Eddie Bauer Legend for Four Generations and Design	2421176	01/16/01
Eddie Bauer Legends	2010623	10/22/96
Eddie Bauer Lifestyles	2363600	07/04/00
Eddie Bauer Outdoor Outfitter Since 1920 (And Design)	1580777	01/30/99
Eddie Bauer S.E.E.D. Fund	2178649	08/04/98
Eddie Bauer Signature Design	880280	11/11/69
Eddie Bauer Signature Design	1447361	07/14/87
Eddie Bauer Signature Design	2331753	03/21/00
Eddie Bauer Signature Design	2257761	06/29/99
Eddie Bauer Signature Design	2942551	04/19/05
Eddie Bauer Signature Design	2249698	06/01/99
Eddie Bauer Signature Design	2274112	08/31/99
Eddie Bauer Signature Design	2892466	10/12/04
Eddie Bauer Since 1920 Goose Clock Design	2331904	03/21/00
Elkhorn	2801167	12/30/03
Experience Based	2464678	06/26/01
Guide Bag	2503096	10/30/01
Journeyman Bomber	2369427	06/18/00
Kara Koram	798431	11/02/65
Laconner	2392157	10/03/00
More Bedding, More Bath, More At Home	2626680	09/24/02
North Cascade	2418414	01/02/01
Northwind	2001876	09/17/96
Our Guarantee Every Item We Sell Will Give You Complete Satisfaction Or You May Return It For a Full Refund	2327854	03/14/00
Outdoor Gear for Life's Adventures	2724007	06/10/03
Peel & Go (And Design)	2509561	11/20/01
Polar Parka	1023494	10/21/75
Ridgeline*	1861863	11/8/94
Snapjac	846314	03/19/68
Snowline*	1000773	12/31/74
Snohomish	2700812	03/25/03
Snohomish	2500760	10/23/01
Stormcheck	1488590	05/17/88
Stormcheck	2632241	10/08/02
Tapestry Vine*	2204237	11/17/98
Thermolene	1715903	09/15/92
Weatheredge	2375777	08/08/00

Continuation of Item 4

Trademark	Number	Date
Windfoil	1483617	04/05/88
www.eddiebauer.com	2429474	02/20/01

Trademark	Number	Date
Eddie Bauer Sport Shop Seattle	76/475072	12/13/02
Finespun	78/281909	08/01/03
Journeyman	76/027015	04/17/00
Lodge Collection	78/608317	04/13/05
Lodge Collection	78/608319	04/13/05
Lodge Collection	78/608320	04/13/05
Lodge Collection	78/608321	04/13/05
Lodge Collection	78/608323	04/13/05
Windcutter	78/488759	09/23/04

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of June 21, 2005 by and among each of:

EDDIE BAUER, INC., a corporation organized under the laws of the State of Delaware having a place of business at 15010 NE 36th Street, Redmond, Washington; and

EDDIE BAUER SERVICES, LLC, a limited liability company organized under the laws of the State of Ohio having a place of business at 6600 Alum Creek Drive, Groveport, Ohio; and

DISTRIBUTION FULFILLMENT SERVICES, INC. (DFS), a corporation organized under the laws of the State of Delaware having a place of business at 6600 Alum Creek Drive, Groveport, Ohio; and

EDDIE BAUER INFORMATION TECHNOLOGY, LLC, a limited liability company organized under the laws of Delaware having a place of business at 800 Pasquinelli Drive Westmont, Illinois (each such Person, individually, a "Grantor" and collectively, the "Grantors"); and

BANK OF AMERICA, N.A., a national banking association, as agent (in such capacity, the "Agent" for the Lenders (as defined in the Loan Agreement as defined herein), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantors have entered into a certain Loan and Security Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "Loan Agreement") by and among (i) the Grantors, (ii) the Lenders named therein, and (iii) Bank of America, N.A., as Agent for the Lenders, pursuant to which Loan Agreement (x) the Lenders have agreed to make Loans to the Grantors, and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Grantors, upon the terms and subject to the conditions specified in, the Loan Agreement, and (y) each Grantor has granted to the Agent, for the ratable benefit of the Agent and the Lenders, a security interest in the "Collateral" as defined in the Loan Agreement; and

WHEREAS, the obligations of the Lenders to make Loans and of the Letter of Credit Issuers to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure the Obligations.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Agent hereby agree as follows:

SECTION 1

Definitions

1.1 Generally. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

1.2 Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

(a) "Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(b) "Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

(c) "Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

(d) "Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

(e) "Intercreditor Agreement" shall mean that certain Intercreditor Agreement dated as of even date herewith by, among others, the Agent, the Term Loan Agent, and the Grantors, as amended, modified, supplemented or restated from time to time.

(f) "IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

(g) "Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

(h) "Loan Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(i) "Necessary Intellectual Property" shall mean any and all Intellectual Property that is necessary for the conduct of the business of the Grantors as currently conducted.

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(j) "Patents" shall mean all letters patent and applications for letters patent, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

(k) "Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

(l) "PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

(m) "Term Loan Agent" shall mean JPMorgan Chase Bank, N.A., as administrative agent for the lenders party from time to time to that certain Term Loan Agreement dated as of even date herewith by, among others, the Term Loan Agent, Eddie Bauer, Inc. and Eddie Bauer Holdings, Inc.

(n) "Term Loan Facility" shall mean the term loan facility established pursuant to that certain Term Loan Agreement dated as of even date herewith by, among others, the Term Loan Agent, Eddie Bauer, Inc. and Eddie Bauer Holdings, Inc.

(o) "Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(p) "Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

SECTION 2

Security Interest

In furtherance and as confirmation of the security interest granted by the Grantors to the Agent (for the ratable benefit of the Agent and the Lenders) under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby ratifies such security interest and grants to the Agent (for the ratable benefit of the Agent and the Lenders) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the

present and future right, title and interest of the Grantors in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

(a) All Copyrights and Copyright Licenses.

(b) All Patents and Patent Licenses.

(c) All Trademarks and Trademark Licenses.

(d) All renewals of any of the foregoing.

(e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).

(f) 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.

(g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

(i) provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any License for commercially available ("shrink-wrap") computer software or in any License to the extent that such grant of a security interest is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, such License, except to the extent that such term in such License providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law; and provided further that immediately upon such prohibition, breach, default or termination no longer being enforceable, the IP Collateral shall automatically and without any further action include, and the Grantors shall be deemed to have granted automatically and without any further action a security interest in, such License as if such prohibition, breach, default or termination had never been enforceable.

SECTION 3

Protection of Intellectual Property By Grantors

Except as set forth below in this Section 3, the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"), in each case to the extent constituting Necessary Intellectual Property:

3.1 Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

3.2 Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

3.3 At the Grantors' sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

3.4 At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated, and (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the Lien created by this Agreement and the Loan Agreement.

SECTION 4

Grantors' Representations and Warranties

The Grantors represent and warrant that:

4.1 **EXHIBIT A** is a true, correct and complete description of all Copyrights and Copyright Licenses to the extent constituting Necessary Intellectual Property owned by the Grantors as of the date hereof.

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4.2 **EXHIBIT B** is a true, correct and complete description of all Patents and Patent Licenses to the extent constituting Necessary Intellectual Property owned by the Grantors as of the date hereof.

4.3 **EXHIBIT C** is a true, correct and complete list of all Trademarks and Trademark Licenses to the extent constituting Necessary Intellectual Property owned by the Grantors as of the date hereof.

4.4 Except as set forth in **EXHIBITS A, B and C**, none of the Necessary Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor.

4.5 All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens pursuant to Section 6.4 of the Loan Agreement and Liens in favor of the Agent and the Term Loan Agent, which Permitted Liens have priority over the Liens in favor of the Agent only to the extent permitted under Section 6.1(c) of the Loan Agreement.

4.6 Each Grantor owns, or is licensed to use, all Necessary Intellectual Property. No material claim has been asserted and is pending by any Person challenging or questioning the use by any Grantor of any of the Necessary Intellectual Property owned by any Grantor or the validity or effectiveness of any of the Necessary Intellectual Property owned by any Grantor, nor does any Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Agreement. To the knowledge of the Grantors, the use by the Grantors of the Necessary Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Necessary Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Grantor.

4.7 Whenever any Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the PTO, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Agent within fifteen (15) Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Agent may reasonably request to evidence the Secured Parties' security interest in any Copyright, Patent or Trademark and any goodwill and general intangibles of such Grantor relating thereto or represented thereby.

4.8 The Grantors shall notify the Agent within fifteen (15) Business Days after the last day of any fiscal quarter during which any Grantor became aware that any application or registration relating to any Necessary Intellectual Property has become forfeited, abandoned or dedicated to the public, or which such application or registration such Grantor reasonably

expects may become forfeited, abandoned or dedicated to the public, or of any adverse determination (including, without limitation, the institution of, or any such determination in, any proceeding in the PTO, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any Necessary Intellectual Property or such Grantor's right to register the same or to own and maintain the same, except for non-final prosecution correspondence with the PTO or the United States Copyright Office.

SECTION 5

Agreement Applies to Future Intellectual Property

5.1 The provisions of this Agreement shall automatically and without further documentation apply to any such additional property or rights described in Section 4.7, above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

5.2 Upon the request of the Agent, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of the Grantors relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantors hereby constitute the Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6

Grantors' Rights To Enforce Intellectual Property

In the event that any Grantor becomes aware that any Necessary Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Agent after it learns thereof and, if consistent with such Grantor's reasonable business judgment, sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

SECTION 7

Rights Upon Default

Upon the occurrence of any Event of Default, subject to the Intercreditor Agreement, the Agent may exercise, in addition to all rights granted to the Agent under the Loan Agreement, which rights and remedies are hereby incorporated by reference herein, all rights and remedies of a secured party upon default under the UCC, with respect to the Intellectual Property, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

SECTION 8

Agent As Attorney In Fact

8.1 In addition to the power of attorney granted to the Agent to the Loan Agreement, the Grantors hereby irrevocably constitute and designate the Agent as and for the Grantors' attorney in fact:

(a) To supplement and amend from time to time Exhibits A, B and C of this Agreement to include any new or additional Intellectual Property of the Grantors.

(b) Following the occurrence and during the continuance of an Event of Default, subject to the Intercreditor Agreement, to execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of the Agent's rights and remedies hereunder and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

8.2 The foregoing grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

8.3 The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8.1, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

SECTION 9

Agent's Rights

Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Loan

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Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 10

Intent

This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the ratable benefit of the Agent and the Lenders, under the Loan Agreement. Subject to the Intercreditor Agreement, all provisions of the Loan Agreement with respect to the Collateral shall apply to the IP Collateral, and the Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Loan Agreement shall control with respect to all other Collateral.

SECTION 11

Governing Law

THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC) OF THE STATE OF NEW YORK; PROVIDED THAT THE AGENT AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTORS:

EDDIE BAUER, INC.

By: _____
Name: Vivian Gysler
Title: Vice President

EDDIE BAUER SERVICES, LLC

By: _____
Name: Vivian Gysler
Title: Vice President, Treasurer

DISTRIBUTION FULFILLMENT SERVICES, INC. (DFS)

By: _____
Name: Vivian Gysler
Title: Vice President, Treasurer

EDDIE BAUER INFORMATION TECHNOLOGY, LLC

By: _____
Name: Vivian Gysler
Title: Vice President, Treasurer

AGENT:

BANK OF AMERICA, N.A.

By: _____
Name: Peter Foley
Title: Vice President

Copyright	Reg. No.	Reg. Date	Owner	Status
Eddie Bauer outfitting great outdoor adventures for over 50 years	TX145217	11/20/78	Eddie Bauer, Inc.	Registered
The Eddie Bauer guide to family camping	TX1263004	1/23/84	The Eddie Bauer Company, Inc.	Registered
The Eddie Bauer guide to cross-country skiing	TX1369100	7/2/84	Eddie Bauer Inc.	Registered
The Eddie Bauer guide to backpacking	TX1457032	11/26/84	Eddie Bauer, Inc.	Registered
The Eddie Bauer guide to fly fishing	TX1496900	1/17/85	Eddie Bauer, Inc.	Registered
Eddie Bauer sampler sweater	VA323561	6/20/88	Eddie Bauer, Inc.	Registered

EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

Applicant	Title	Serial No.	Patent No.	Date of Filing

NONE

Patent Licenses

The Grantors are, or from time to time in the ordinary course of business may become, licensees of Patents as a result of the settlement of litigation by third parties based on alleged infringement by the Grantors of patented business methods, techniques, and formats. Such licenses are not considered to be material to the business of the Grantors.

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EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

SEE ATTACHED

Trademark Licenses

SEE ATTACHED

895404.4

SCHEDULE 6.15

INTELLECTUAL PROPERTY

1) EDDIE BAUER, INC. TRADEMARKS

1) U.S. Trademark Registrations

Trademark	Number	Date
"Our creed. To give you such outstanding quality, value service and guarantee that we may be worthy of your high esteem"	2327855	03/14/00
Activator	2483723	08/28/01
All Week Long	1482049	03/22/88
Chehalis Sweater	2409309	11/28/00
Crosswinds	2284107	10/05/99
Deer Bay	2458171	06/05/01
Downlight	2474273	07/31/01
Ebtek	1990423	07/30/96
Ebtek	2082388	07/22/97
Ebtek	2172875	07/14/98
Ebtek	2498168	10/16/01
Eddie Bauer	880279	11/11/69
Eddie Bauer	994152	09/24/74
Eddie Bauer	2199981	10/27/98
Eddie Bauer	2237509	04/06/99
Eddie Bauer	2251500	06/08/99
Eddie Bauer	2265464	07/27/99
Eddie Bauer	2308646	01/18/00
Eddie Bauer	2325813	03/07/00
Eddie Bauer	2331757	03/21/00
Eddie Bauer	2364451	07/04/00
Eddie Bauer	2368565	07/18/00
Eddie Bauer	2430268	02/20/01
Eddie Bauer	2447116	04/24/01
Eddie Bauer	2469401	07/17/01
Eddie Bauer	2473338	07/31/01
Eddie Bauer	2483518	08/28/01
Eddie Bauer	2482728	08/28/01
Eddie Bauer	2490354	09/18/01
Eddie Bauer	2534952	01/29/02
Eddie Bauer	2564655	04/23/02
Eddie Bauer	2580307	06/11/02
Eddie Bauer	2589917	07/02/02
Eddie Bauer	2892465	10/12/04
Eddie Bauer	2722529	06/03/03
Eddie Bauer	2722528	06/03/03
Eddie Bauer	2942552	04/19/05
Eddie Bauer Adventurer	2260794	07/13/99

Trademark	Number	Date
Eddie Bauer Balance	2133309	01/27/98
Eddie Bauer Coffee And Shop	2162220	06/02/98
Eddie Bauer Coffee and Shop	2215435	12/29/98
Eddie Bauer Est. 1920 Stencil Goose (Design)	2307185	01/11/00
Eddie Bauer Experience Based	2464677	06/26/01
Eddie Bauer Goose Logo	2249685	06/01/99
Eddie Bauer Goose Logo	2272158	08/24/99
Eddie Bauer Home	2323764	02/29/00
Eddie Bauer Legend for Four Generations and Design	2421176	01/16/01
Eddie Bauer Legends	2010623	10/22/96
Eddie Bauer Lifestyles	2363600	07/04/00
Eddie Bauer Outdoor Outfitter Since 1920 (And Design)	1580777	01/30/99
Eddie Bauer S.E.E.D. Fund	2178649	08/04/98
Eddie Bauer Signature Design	880280	11/11/69
Eddie Bauer Signature Design	1447361	07/14/87
Eddie Bauer Signature Design	2331753	03/21/00
Eddie Bauer Signature Design	2257761	06/29/99
Eddie Bauer Signature Design	2942551	04/19/05
Eddie Bauer Signature Design	2249698	06/01/99
Eddie Bauer Signature Design	2274112	08/31/99
Eddie Bauer Signature Design	2892466	10/12/04
Eddie Bauer Since 1920 Goose Clock Design	2331904	03/21/00
Elkhorn	2801167	12/30/03
Experience Based	2464678	06/26/01
Guide Bag	2503096	10/30/01
Journeyman Bomber	2369427	06/18/00
Kara Koram	798431	11/02/65
Laconner	2392157	10/03/00
More Bedding, More Bath, More At Home	2626680	09/24/02
North Cascade	2418414	01/02/01
Northwind	2001876	09/17/96
Our Guarantee Every Item We Sell Will Give You Complete Satisfaction Or You May Return It For a Full Refund	2327854	03/14/00
Outdoor Gear for Life's Adventures	2724007	06/10/03
Peel & Go (And Design)	2509561	11/20/01
Polar Parka	1023494	10/21/75
Ridgeline*	1861863	11/8/94
Snapjac	846314	03/19/68
Snowline*	1000773	12/31/74
Snohomish	2700812	03/25/03
Snohomish	2500760	10/23/01
Stormcheck	1488590	05/17/88
Stormcheck	2632241	10/08/02
Tapestry Vine*	2204237	11/17/98
Thermolene	1715903	09/15/92
Weatheredge	2375777	08/08/00

Trademark	Number	Date
Windfoil	1483617	04/05/88
www.eddiebauer.com	2429474	02/20/01

2) U.S. Trademark Applications

Trademark	Number	Date
Eddie Bauer Sport Shop Seattle	76/475072	12/13/02
Finespun	78/281909	08/01/03
Journeyman	76/027015	04/17/00
Lodge Collection	78/608317	04/13/05
Lodge Collection	78/608319	04/13/05
Lodge Collection	78/608320	04/13/05
Lodge Collection	78/608321	04/13/05
Lodge Collection	78/608323	04/13/05
Windcutter	78/488759	09/23/04

3) Foreign Applications

Trademark	Class	Country	Number	Date
Eddie Bauer	12	Philippines	42004 0011047	11/23/04
Eddie Bauer Signature Design	12	Philippines	42004 0011048	11/23/04
Eddie Bauer	25	Venezuela	15691-94	11/24/94
Eddie Bauer	18, 21, 24, 25, 42	Czech Republic	178214	3/25/02
Eddie Bauer Signature	25, 35	Uruguay	324.254	7/5/00
Eddie Bauer	25	Sri Lanka	N/A	2/10/05
Eddie Bauer	25	Singapore	N/A	1/25/05
Eddie Bauer	42	Chile	463903	10/5/99
Eddie Bauer	25	Mauritius	N/A	2/11/05

4) Foreign Registrations

Trademark	Class	Country	Number	Date
Crosswinds	18	Canada	TMA520019	11/30/99
Crosswinds	18	Germany	39824635	5/31/98
Crosswinds	18	Japan	4269773	4/30/99
Crosswinds	18	United Kingdom	2168453	11/20/98
Desert Cloth	25	Canada	210946	1/6/76
Downlight	25	Canada	550308	8/30/01
Ebfleece	25	Canada	570492	11/8/02
Ebtek	18,25,28	Germany	39640125	9/30/96
Ebtek	18,25,28	UK & N. Ireland	2,113,271	10/18/96
Ebtek	14, 18, 25,	Canada	TMA544259	4/30/01
Ebtek	3	Canada	TMA559776	3/27/02
Eddie Bauer	25	Argentina	1915147	2/26/03
Eddie Bauer	24	Japan	1,357,258	11/28/78
Eddie Bauer	18, 25	Indonesia	260691	6/29/90
Eddie Bauer	16	Mexico	431820	8/26/92
Eddie Bauer	25	Mexico	526940	8/26/92
Eddie Bauer	16,20,24,25	Germany	2074047	12/22/92
Eddie Bauer	16	UK & N. Ireland	B1,522,621	12/23/92
Eddie Bauer	24	UK & N. Ireland	B1,522,623	12/23/92

Trademark	Class	Country	Number	Date
Eddie Bauer	20	UK & N. Ireland	B1,522,622	12/23/92
Eddie Bauer	16,20,24,25, 42	Switzerland	409,690	4/1/93
Eddie Bauer	20	Mexico	504,655	4/12/93
Eddie Bauer	24	Mexico	475,793	4/12/93
Eddie Bauer	42	Mexico	486,135	2/3/94
Eddie Bauer	30	Mexico	459364	3/4/94
Eddie Bauer	42	Mexico	447913	8/26/92
Eddie Bauer	42	Mexico	455617	4/12/93
Eddie Bauer	12	Mexico	459389	3/3/94
Eddie Bauer	3	Mexico	459368	3/3/94
Eddie Bauer	21	Mexico	459366	3/3/94
Eddie Bauer	14	Mexico	459367	3/3/94
Eddie Bauer	28	Mexico	520326	4/7/94
Eddie Bauer	16,18,20,24, 25, 35	France	94535788	9/13/94
Eddie Bauer	16,18,20,24, 25, 35	Benelux	562322	12/22/94
Eddie Bauer	16,18,20,24, 25, 42	Italy	722859	1/17/95
Eddie Bauer	16,18,20,24,25, 35	Austria	158118	5/22/95
Eddie Bauer	16,18	UK & N. Ireland	2,023,636	6/10/95
Eddie Bauer	25	Indonesia	359000	6/15/95
Eddie Bauer	18	Switzerland	431,504	6/15/95
Eddie Bauer	35	UK & N. Ireland	2,024,571	6/21/95
Eddie Bauer	14,18,35	Germany	39524347	6/30/95
Eddie Bauer	20	Ireland	166958	7/13/95
Eddie Bauer	24	Ireland	166949	7/13/95
Eddie Bauer	25	Ireland	166950	7/13/95
Eddie Bauer	16	Ireland	166946	7/13/95
Eddie Bauer	18	Ireland	166947	7/13/95
Eddie Bauer	24	Spain	1,977,402	7/19/95
Eddie Bauer	20	Spain	1,977,401	7/19/95
Eddie Bauer	16	Spain	1,977,399	7/19/95
Eddie Bauer	16	Colombia	181838	11/29/95
Eddie Bauer	18	Colombia	181888	11/29/95
Eddie Bauer	20	Colombia	181887	11/29/95
Eddie Bauer	24	Colombia	181886	11/29/95
Eddie Bauer	25	Colombia	181885	11/29/95
Eddie Bauer	42	Colombia	181877	11/29/95
Eddie Bauer	25	Dominican Republic	100446	10/30/98
Eddie Bauer	25	Dominican Republic	100435	10/30/98
Eddie Bauer	16,18,20,24, 25, 35	Portugal	311,579	6/3/96
Eddie Bauer	35, 42	Ireland	219537	7/1/96
Eddie Bauer	8	Japan	3217063	10/31/96
Eddie Bauer	11	Japan	3201763	9/30/96
Eddie Bauer	13	Japan	3270240	3/12/97
Eddie Bauer	29	Japan	3200891	9/30/06
Eddie Bauer	30	Japan	3201767	9/30/96
Eddie Bauer	31	Japan	3209634	10/31/96
Eddie Bauer	12	Japan	3201764	9/30/96
Eddie Bauer	9	Japan	3201762	9/30/96
Eddie Bauer	14	Japan	320-9622	10/31/96

Trademark	Class	Country	Number	Date
Eddie Bauer	18	Japan	3209623	10/31/96
Eddie Bauer	20	Japan	3217066	10/31/96
Eddie Bauer	24	Japan	3209632	10/31/96
Eddie Bauer	25	Japan	3209624	10/31/96
Eddie Bauer	18	Bolivia	62420-C	11/1/96
Eddie Bauer	16	Bolivia	62421-C	11/1/96
Eddie Bauer	20	Bolivia	62418-C	11/1/96
Eddie Bauer	24	Bolivia	62419-C	11/1/96
Eddie Bauer	25	Bolivia	62414-C	11/1/96
Eddie Bauer	42	Bolivia	62433-C	11/1/96
Eddie Bauer	16	Ecuador	2083-96	11/13/96
Eddie Bauer	18	Ecuador	208496	11/13/96
Eddie Bauer	20	Ecuador	208596	11/13/96
Eddie Bauer	24	Ecuador	208696	11/13/96
Eddie Bauer	25	Ecuador	208796	11/13/96
Eddie Bauer	22	Japan	3223117	11/29/96
Eddie Bauer	18	China	913096	12/14/96
Eddie Bauer	16, 18, 20, 24, 25, 42	Hong Kong (merged renewal)	19980140AA	12/20/96
Eddie Bauer	21	Japan	3236088	12/25/96
Eddie Bauer	25	China	925488	1/7/97
Eddie Bauer	24	China	928837	1/14/97
Eddie Bauer	16	China	932264	1/21/97
Eddie Bauer	20	China	933743	1/21/97
Eddie Bauer	35	China	943552	2/7/97
Eddie Bauer	16	Japan	3329311	7/4/97
Eddie Bauer	35	Spain	2111150	10/5/98
Eddie Bauer	16	South Korea	449807	6/23/99
Eddie Bauer	24,25	Chile	550597	10/21/99
Eddie Bauer	35	Chile	558330	1/12/00
Eddie Bauer	25	Honduras	76583	2/2/00
Eddie Bauer	25	Taiwan	901678	8/16/00
Eddie Bauer	25	Paraguay	229943	11/13/00
Eddie Bauer	3, 4	Canada	TMA546820	6/20/01
Eddie Bauer	25	China	1751950	4/21/02
Eddie Bauer	9	New Zealand	670887	6/23/03
Eddie Bauer	6	New Zealand	669972	5/10/04
Eddie Bauer Adventurer	3	Canada	TMA519505	11/17/99
Eddie Bauer Adventurer	3	Japan	4318497	9/24/99
Eddie Bauer Balance	3, 4	Canada	TMA544234	4/30/01
Eddie Bauer Balance	3, 4	Germany	39655067	12/31/96
Eddie Bauer Balance	3, 4	United Kingdom	2118186	8/1/97
Eddie Bauer Design	25	Canada	156448	4/19/68
Eddie Bauer Experienced Based	3, 4	United Kingdom	2225138	9/6/02
Eddie Bauer Goose Logo	25	Mexico	459796	3/3/94
Eddie Bauer Goose Logo	22	Mexico	459800	3/3/94
Eddie Bauer Goose Logo	9	Mexico	517017	4/7/94

Trademark	Class	Country	Number	Date
Eddie Bauer Goose Logo	8	Mexico	520325	3/3/94
Eddie Bauer Goose Logo	11	Mexico	520323	3/3/94
Eddie Bauer Goose Logo	25	Mexico	459796	3/3/94
Eddie Bauer Goose Logo	28	Mexico	472637	4/7/94
Eddie Bauer Goose Logo	3	Mexico	467,858	3/3/94
Eddie Bauer Goose Logo	21	Mexico	459798	3/3/94
Eddie Bauer Goose Logo	12	Mexico	462324	3/3/94
Eddie Bauer Goose Logo	14	Mexico	467,860	3/3/94
Eddie Bauer Goose Logo	16	Mexico	459797	3/3/94
Eddie Bauer Goose Logo	24	Mexico	462322	3/3/94
Eddie Bauer Goose Logo	20	Mexico	462323	3/3/94
Eddie Bauer Goose Logo	18	Mexico	467,863	3/3/94
Eddie Bauer Goose Logo	42	Mexico	475,814	3/3/94
Eddie Bauer Goose Logo	16, 25, 35	European CTM	001 395 284	11/24/02
Eddie Bauer Goose Logo	25	France	94/535790	9/13/94
Eddie Bauer Goose Logo	18,24,25	Benelux	562324	12/22/94
Eddie Bauer Goose Logo	25	Italy	722971	1/17/95
Eddie Bauer Goose Logo	25	Austria	157848	5/3/95
Eddie Bauer Goose Logo	25	Switzerland	431,450	6/15/95
Eddie Bauer Goose Logo	25	UK & N. Ireland	2,024,572	6/21/95
Eddie Bauer Goose Logo	18,24,25	Germany	39524753	6/30/95
Eddie Bauer Goose Logo	25	Ireland	167087	7/13/95
Eddie Bauer Goose Logo	25	Spain	1,977,406	7/19/95
Eddie Bauer Goose Logo	25	Portugal	311,581	6/3/96
Eddie Bauer Goose Logo	25	Brazil	817934634	10/1/96
Eddie Bauer Goose Logo	25	Bolivia	62415-C	11/1/96
Eddie Bauer Goose Logo	25	Colombia	287986	4/23/03

Trademark	Class	Country	Number	Date
Eddie Bauer Goose Logo	13	Japan	3277696	4/11/97
Eddie Bauer Goose Logo	25	Ecuador	208296	11/13/96
Eddie Bauer Goose Logo	25	Hong Kong	01925 of 1999	12/20/96
Eddie Bauer Goose Logo	18	Japan	3242033	12/25/96
Eddie Bauer Goose Logo	14	Japan	3242183	12/25/96
Eddie Bauer Goose Logo	25	China	943415	1/21/97
Eddie Bauer Goose Logo	29	Japan	3244945	1/31/97
Eddie Bauer Goose Logo	30	Japan	3244946	4/31/97
Eddie Bauer Goose Logo	28	Japan	3236092	12/25/96
Eddie Bauer Goose Logo	25	Japan	3250459	1/31/97
Eddie Bauer Goose Logo	20	Japan	3259909	2/24/97
Eddie Bauer Goose Logo	24	Japan	3264779	2/24/97
Eddie Bauer Goose Logo	12	Japan	3277695	4/11/97
Eddie Bauer Goose Logo	16	Japan	3283561	4/18/97
Eddie Bauer Goose Logo	22	Japan	3282490	4/18/97
Eddie Bauer Goose Logo	21	Japan	3289260	4/25/97
Eddie Bauer Goose Logo	11	Japan	3284821	4/18/97
Eddie Bauer Goose Logo	9	Japan	3270243	3/12/97
Eddie Bauer Goose Logo	8	Japan	3284820	4/18/97
Eddie Bauer Goose Logo	31	Japan	3239629	12/25/96
Eddie Bauer Goose Logo	16	South Korea	449809	6/23/99
Eddie Bauer Goose Logo	25	Taiwan	917864	12/1/00
Eddie Bauer Home	42	Mexico	500235	5/16/94
Eddie Bauer Home	28	Mexico	461385	3/22/94
Eddie Bauer Home	21	Mexico	461357	3/3/94
Eddie Bauer Home	24	Mexico	459373	3/3/94
Eddie Bauer Home	3	Mexico	459371	3/3/94
Eddie Bauer Home	27	Mexico	459372	3/3/94
Eddie Bauer Home	20	Mexico	459375	3/3/94
Eddie Bauer Home	16	Mexico	459369	3/3/94
Eddie Bauer Home	16	Japan	3179794	7/31/96

Trademark	Class	Country	Number	Date
Eddie Bauer Outdoor Outfitter Since 1920 And Design	35	Canada	TMA558217	2/20/02
Eddie Bauer Rewards (and Design)	35	Canada	TMA527813	5/16/00
Eddie Bauer Signature	25, 35	Canada	156446	4/19/68
Eddie Bauer Signature	35	Canada	225694	1/27/78
Eddie Bauer Signature	20, 21, 22, 25, 27, 28	Japan	1,453,370	1/30/81
Eddie Bauer Signature	12	Canada	383729	5/3/91
Eddie Bauer Signature	25	UK & N. Ireland	1,522,624	12/23/92
Eddie Bauer Signature	24	Mexico	459382	3/3/94
Eddie Bauer Signature	14	Mexico	459380	3/3/94
Eddie Bauer Signature	25	Mexico	500,236	3/3/94
Eddie Bauer Signature	3	Mexico	459377	3/3/94
Eddie Bauer Signature	21	Mexico	459376	3/3/94
Eddie Bauer Signature	18	Mexico	520324	3/3/94
Eddie Bauer Signature	16	Mexico	459381	3/3/94
Eddie Bauer Signature	20	Mexico	459383	3/3/94
Eddie Bauer Signature	12	Mexico	459385	3/3/94
Eddie Bauer Signature	22	Mexico	459,390	3/3/94
Eddie Bauer Signature	42	Mexico	471,740	3/22/94
Eddie Bauer Signature	28	Mexico	5203727	4/7/94
Eddie Bauer Signature	25	France	94/535789	9/13/94
Eddie Bauer Signature	25	Austria	155082	10/31/94
Eddie Bauer Signature	18,24,25	Benelux	562323	12/22/94
Eddie Bauer Signature	25	Italy	734591	1/20/95
Eddie Bauer Signature	25	UK & N. Ireland	2,023,643	6/10/95
Eddie Bauer Signature	25	Switzerland	431,434	6/15/95
Eddie Bauer Signature	18,24,25	Germany	39524754	6/30/95

Trademark	Class	Country	Number	Date
Eddie Bauer Signature	25	Ireland	167741	7/13/95
Eddie Bauer Signature	25	Colombia	181988	12/13/95
Eddie Bauer Signature Logo	6	New Zealand	669971	5/10/04
Eddie Bauer Signature	9	New Zealand	670888	6/26/03
Eddie Bauer Signature	25	Peru	22749	1/22/96
Eddie Bauer Signature	25	Portugal	311,580	6/3/96
Eddie Bauer Signature	25	Panama	076095	6/26/95
Eddie Bauer Signature	16	Japan	3201735	9/30/96
Eddie Bauer Signature	24	Japan	3209633	10/31/96
Eddie Bauer Signature Design	25	Japan	1672356	3/22/84
Eddie Bauer Signature Design	21	Japan	1710871	8/28/84
Eddie Bauer Signature Design	19	Japan	1691416	6/21/84
Eddie Bauer Signature	20	Japan	3217067	10/31/96
Eddie Bauer Signature	25	Bolivia	62416-C	11/1/96
Eddie Bauer Signature	25	Ecuador	208196	11/13/96
Eddie Bauer Signature	22	Japan	3223118	11/29/96
Eddie Bauer Signature	25	Hong Kong	1403/1998	12/20/96
Eddie Bauer Signature	14	Japan	3242185	12/25/96
Eddie Bauer Signature	25	China	925486	1/7/97
Eddie Bauer Signature	16	South Korea	449808	6/23/99
Eddie Bauer Signature & Design	22	Japan	1,672,363	3/22/84
Eddie Bauer Signature Design	11	Japan	3343547	9/5/97
Eddie Bauer Signature & Design	12	Japan	1,700,231	7/25/84
Eddie Bauer Signature Design	13	Japan	3270241	3/12/97
Eddie Bauer Signature Design	13	Japan	1691415	6/21/84
Eddie Bauer Signature Design	9	Japan	3236084	12/25/96
Eddie Bauer Signature & Design	24	Japan	1700228	7/25/84

Trademark	Class	Country	Number	Date
Eddie Bauer Signature & Design	21	Japan	1,710,871	8/28/84
Eddie Bauer Signature &Design	20	Japan	1,666,279	3/22/84
Eddie Bauer Signature Design	31	Japan	3209635	10/31/96
Eddie Bauer Signature Design	30	Japan	3201768	9/30/96
Eddie Bauer Signature Design	29	Japan	3200892	9/30/96
Eddie Bauer Signature &Design	25, 35	Canada	307215	9/20/85
Eddie Bauer Weatheredge (Old) Design	18,24,25	Germany	398 23 848	4/30/98
Eddie Bauer Weatheredge Design	18,24,25	Germany	39900675	1/31/99
Elkhorn	25	Canada	TMA555061	12/5/01
Experience Based	35	Canada	1050874	7/31/02
Experience Based	25	Japan	4447820	1/19/01
Guide Bag	18	Canada	1049199	7/31/02
Jet Commuter	25	Canada	208450	7/25/75
Kara Koram	25	Canada	209152	8/29/75
Laconner	25	Canada	TMA570497	11/8/02
Legend For Four Generations	18, 24, 25	Japan	4442555	12/22/00
Mite Lite	11	Canada	285072	11/18/83
Mountain Range Design	18	Japan	4460365	3/16/01
North Cascade	25	Canada	571812	12/5/02
Polar Light	20, 25	Canada	210240	10/24/75
Polar Parka	25	Canada	TMA555034	12/5/01
Snapjac	25	Japan	3239757	12/25/96
Snap-Jac	25	Canada	207639	6/20/75
Snohomish	25	Canada	571243	11/25/02
Snowline	25	Canada	214625	7/2/76
Sport Shop & Design	28	Japan	3236093	12/25/96
Sport Shop & Design	18	Japan	3242034	12/25/96
Sport Shop & Design	25	Japan	3250460	1/31/97
Sport Shop & Design	20	Japan	3259910	2/24/97
Sport Shop & Design	16	Japan	3289264	4/25/97
Sport Shop & Design	9	Japan	3283562	4/18/97
Sport Shop And Design	20	Mexico	462321	3/3/94
Sport Shop And Design	25	Mexico	464161	3/3/94
Sport Shop & Design	28	Mexico	467873	4/7/94

Trademark	Class	Country	Number	Date
Sport Shop And Design	14	Mexico	467,859	3/3/94
Sport Shop & Design	9	Mexico	462320	3/3/94
Sport Shop And Design	16	Mexico	459794	3/3/94
Sport Shop And Design	18	Mexico	472,634	3/22/94
Sport Shop & Design	42	Mexico	477340	3/22/94
Thermolene	25	Canada	TMA570498	11/8/02
Weatheredge	18,24,25	UK & N. Ireland	2158689	2/19/98
Weatheredge	18,24,25	Japan	4250842	3/12/99
Weatheredge	24,25	Canada	TMA520639	12/18/99
Windcutter	25	Canada	TMA570499	11/8/02
Windfoil	25	Canada	TMA559886	4/4/02

2) AUSTRALIAN TRADEMARK REPORT

Trademark	Class	File Number	Serial Number	Status
EDDIE BAUER	*Class 16*: Catalogues *Class 18*: Luggage including briefcases, carry bags, field bags, duffel bags, backpacks, day packs, pouches; umbrellas *Class 20*: Tables, beds, chairs, pillows, cushions *Class 24*: Bedding and bed linen, quilts, quilt covers, towels, blankets *Class 42*: Retail store services and mail order services relating to luggage, tables, beds, chairs, pillows, cushions, bedding and bed linen, quilts, quilt covers, towels, blankets and articles of clothing including footwear and headgear	00632.00.0447	645,509	Registered 6/24/03.
EDDIE BAUER	*Class 6*: Luggage locks *Class 9*: Voltage converters *Class 14*: Travel alarm clocks *Class 18*: Cargo duffel bags, travel duffel bags, rolling duffel bags, backpacks, sport duffel bags, rolling gear bags, rolling backpacks, cargo cases, packing cases, overseas cases, attaché cases, brief cases, business cases, toiletries bags, cosmetic bags, vanity cases, garment bags, organizer totes, luggage tabs, money belts, passport cases, wallets, garment covers, belly bags, shoe bags, wet pouches, luggage carts	00632.00.0448	938,843	Registered 10/7/04.
EDDIE BAUER	*Class 25*: Articles of clothing, including headgear and footwear	00632.00.0449	937,199	This is a divisional application directed to clothing products. This application will remain suspended pending completion of the

Trademark	Class	File Number	Serial Number	Status
				cancellation against the Bauer Nike Hockey Class 25 registration.
EDDIE BAUER	*Class 9:* Eyewear, including eyeglasses and eyeglass frames	00632.00.0459	938,740	Registered 2/11/04.
EDDIE BAUER BALANCE	*Class 4:* Candles	724,732		Registered 2/10/99.
GOOSE LOGO	*Class 25*: Articles of clothing, including headgear and footwear	00364.01.0831	645,506	Suspended pending completion of cancellation proceeding against Class 25 Bauer Nike Hockey registration. We will make one further attempt to convince the Office to allow this mark because the expression "BAUER" is only a part of the overall composite logo.
SIGNATURE LOGO	*Class 25*: Articles of clothing, including headgear and footwear	00364.01.0832	645,507	Suspended pending completion of cancellation proceeding against the Class 25 Bauer Nike Hockey registration.
SIGNATURE LOGO	*Class 6*: Luggage locks *Class 9*: Voltage converters *Class 14*: Travel alarm clocks *Class 18*: Cargo duffel bags, travel duffel bags, rolling duffel bags, backpacks, sport duffel bags, rolling gear bags, rolling backpacks, cargo cases, packing cases, overseas cases, attaché cases, brief cases, business cases, toiletries bags, cosmetic bags, vanity cases, garment bags, organizer totes, luggage tabs, money belts, passport cases, wallets, garment covers, belly bags, shoe bags, wet pouches, luggage carts *Class 20*: Neck pillows	00632.00.0446	937,046	Registered 11/11/04.
SIGNATURE LOGO	*Class 9:* Eyewear, including eyeglasses and eyeglass frames	00632.00.0460	938,739	Registered 2/11/04.

See also the disclosures set forth in Schedule 8.12, which are incorporated herein and included in this Schedule 6.15 by this reference.

* Eddie Bauer, Inc. has determined to abandon these trademarks.