

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.		04/04/2007	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: 78

Property Type	Number	Word Mark
Registration Number:	2483723	ACTIVATOR
Registration Number:	1482049	ALL WEEK LONG
Registration Number:	2409309	CHEHALIS SWEATER
Registration Number:	2458171	DEER BAY
Registration Number:	2474273	DOWNLIGHT
Serial Number:	77095551	EB KIDS
Registration Number:	1990423	EBTEK
Registration Number:	2082388	EBTEK
Registration Number:	2498168	EBTEK
Registration Number:	0994152	EDDIE BAUER
Registration Number:	2564655	EDDIE BAUER
Registration Number:	2237509	EDDIE BAUER
Registration Number:	2722529	EDDIE BAUER
Registration Number:	2482728	EDDIE BAUER

OP \$1965.00 2483723

Registration Number:	2447116	EDDIE BAUER
Registration Number:	2534952	EDDIE BAUER
Registration Number:	2308646	EDDIE BAUER
Registration Number:	0880279	EDDIE BAUER
Registration Number:	2469401	EDDIE BAUER
Registration Number:	2483518	EDDIE BAUER
Registration Number:	2430268	EDDIE BAUER
Registration Number:	2368565	EDDIE BAUER
Registration Number:	2331757	EDDIE BAUER
Registration Number:	2364451	EDDIE BAUER
Registration Number:	2251500	EDDIE BAUER
Registration Number:	2473338	EDDIE BAUER
Registration Number:	2580307	EDDIE BAUER
Registration Number:	2722528	EDDIE BAUER
Registration Number:	2490354	EDDIE BAUER
Registration Number:	2589917	EDDIE BAUER
Registration Number:	2942552	EDDIE BAUER
Registration Number:	2892465	EDDIE BAUER
Registration Number:	2260794	EDDIE BAUER ADVENTURER
Registration Number:	2133309	EDDIE BAUER BALANCE
Registration Number:	2215435	EDDIE BAUER COFFEE & SHOP
Registration Number:	2162220	EDDIE BAUER COFFEE AND SHOP
Registration Number:	2464677	EDDIE BAUER EXPERIENCE BASED
Registration Number:	2272158	EDDIE BAUER SINCE 1920 EB TRADE MARK
Registration Number:	2249685	EDDIE BAUER SINCE 1920 EB TRADEMARK
Registration Number:	2421176	EDDIE BAUER LEGEND FOR FOUR GENERATIONS
Registration Number:	2363600	EDDIE BAUER LIFESTYLES
Registration Number:	1580777	EDDIE BAUER OUTDOOR OUTFITTER SINCE 1920
Registration Number:	1447361	EDDIE BAUER
Registration Number:	2274112	EDDIE BAUER
Registration Number:	2249698	EDDIE BAUER
Registration Number:	2331753	EDDIE BAUER
Registration Number:	0880280	EDDIE BAUER
Registration Number:	2257761	EDDIE BAUER
Registration Number:	2942551	EDDIE BAUER

Registration Number:	2892466	EDDIE BAUER
Serial Number:	76475072	EDDIE BAUER SPORT SHOP SEATTLE
Registration Number:	2801167	ELKHORN
Registration Number:	2464678	EXPERIENCE BASED
Registration Number:	2503096	GUIDE BAG
Serial Number:	76027015	JOURNEYMAN
Registration Number:	2369427	JOURNEYMAN BOMBER
Registration Number:	2392157	LACONNER
Serial Number:	78608319	LODGE COLLECTION
Registration Number:	3141435	LODGE COLLECTION
Serial Number:	78608320	LODGE COLLECTION
Serial Number:	78608321	LODGE COLLECTION
Serial Number:	78608323	LODGE COLLECTION
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:	0846314	SNAP-JAC
Registration Number:	2700812	SNOHOMISH
Registration Number:	2500760	SNOHOMISH
Registration Number:	2632241	STORMCHEK
Registration Number:	1488590	STORMCHEK
Registration Number:	1715903	THERMOLENE
Registration Number:	2375777	WEATHEREDGE
Registration Number:	3070416	WINDCUTTER
Registration Number:	1483617	WINDFOIL
Registration Number:	2429474	WWW.EDDIEBAUER.COM

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-7609

Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1114
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	04/05/2007

Total Attachments: 11

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 4, 2007 is made by Eddie Bauer, Inc., a Delaware corporation, located at at 15010 NE 36th Street, Redmond, WA 98052 (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 270 Park Avenue, New York, New York, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Term Loan Agreement dated April 4, 2007, and which amends and restates the Term Loan Agreement dated as of June 21, 2005 (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among Borrower, Eddie Bauer Holdings, Inc. ("Holdings"), the Lenders, the Agent, and Goldman Sachs Credit Partners L.P., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Term 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; and

WHEREAS, in connection with the Term Loan Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of June 21, 2005 and amended and restated as of April 4, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Term Loan Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Term Loan Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent

for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

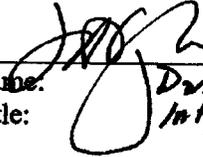
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Term Loan Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

EDDIE BAUER, INC.

By: 
Name: David H. Taylor
Title: Interim CFO

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

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003515 FRAME: 0878

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

EDDIE BAUER, INC.

By: _____
Name:
Title:

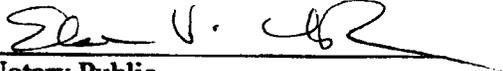
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: J H K
Name:
Title:

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 3rd day of April, 2007, before me personally came Thomas H. Kozlark, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.


Notary Public ELSA V. GRIFFITH
Notary Public, State of New York
No 01GR4938119
Qualified in Kings County 2011
Commission Expires March 30, 2009
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
ACTIVATOR	2483723
ALL WEEK LONG	1482049
CHEHALIS SWEATER	2409309
DEER BAY	2458171
DOWNLIGHT	2474273
EB KIDS	77/095551
EBTEK	1990423
EBTEK	2082388
EBTEK	2498168
EDDIE BAUER	994152
EDDIE BAUER	2564655
EDDIE BAUER	2237509
EDDIE BAUER	2722529
EDDIE BAUER	2482728
EDDIE BAUER	2447116
EDDIE BAUER	2534952

<u>Trademark</u>	<u>Registration or Serial Number</u>
EDDIE BAUER	2308646
EDDIE BAUER	880279
EDDIE BAUER	2469401
EDDIE BAUER	2483518
EDDIE BAUER	2430268
EDDIE BAUER	2368565
EDDIE BAUER	2331757
EDDIE BAUER	2364451
EDDIE BAUER	2251500
EDDIE BAUER	2473338
EDDIE BAUER	2580307
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EDDIE BAUER	2942552
EDDIE BAUER	2892465
EDDIE BAUER ADVENTURER	2260794
EDDIE BAUER BALANCE	2133309

<u>Trademark</u>	<u>Registration or Serial Number</u>
EDDIE BAUER COFFEE & SHOP	2215435
EDDIE BAUER COFFEE & SHOP	2162220
EDDIE BAUER EXPERIENCE BASED	2464677
EDDIE BAUER SINCE 1920 EB TRADE MARK (EDDIE BAUER GOOSE LOGO)	2272158
EDDIE BAUER SINCE 1920 EB TRADEMARK (EDDIE BAUER GOOSE LOGO)	2249685
EDDIE BAUER LEGEND FOR FOUR GENERATIONS (AND DESIGN)	2421176
EDDIE BAUER LIFESTYLES	2363600
EDDIE BAUER OUTDOOR OUTFITTER SINCE 1920 (AND DESIGN)	1580777
EDDIE BAUER	1447361
EDDIE BAUER SIGNATURE (DESIGN)	2274112
EDDIE BAUER SIGNATURE (DESIGN)	2249698
EDDIE BAUER SIGNATURE (DESIGN)	2331753
EDDIE BAUER SIGNATURE DESIGN	880280
EDDIE BAUER SIGNATURE DESIGN	2257761

<u>Trademark</u>	<u>Registration or Serial Number</u>
EDDIE BAUER SIGNATURE DESIGN	2942551
EDDIE BAUER SIGNATURE DESIGN	2892466
EDDIE BAUER SPORT SHOP SEATTLE (AND DESIGN)	76/475072
ELKHORN	2801167
EXPERIENCE BASED	2464678
GUIDE BAG	2503096
JOURNEYMAN	76/027015
JOURNEYMAN BOMBER	2369427
LACONNER	2392157
LODGE COLLECTION	78/608319
LODGE COLLECTION	3141435
LODGE COLLECTION	78/608320
LODGE COLLECTION	78/608321
LODGE COLLECTION	78/608323
MORE BEDDING, MORE BATH, MORE AT HOME	2626680
NORTH CASCADE	2418414
NORTHWIND	2001876

<u>Trademark</u>	<u>Registration or Serial Number</u>
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
SNAP-JAC	846,314
SNOHOMISH	2700812
SNOHOMISH	2500760
STORMCHEK	2632241
STORMCHEK	1,488,590
THERMOLENE	1715903
WEATHEREDGE	2,375,777
WINDCUTTER	3070416
WINDFOIL	1,483,617
www.eddiebauer.com	2429474