

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
Coldwater Creek U.S. Inc.		02/13/2009	CORPORATION: DELAWARE
Coldwater Creek The Spa Inc.		02/13/2009	CORPORATION: IDAHO
Coldwater Creek Merchandising & Logistics Inc.		02/13/2009	CORPORATION: DELAWARE
Coldwater Creek Inc.		02/13/2009	CORPORATION: DELAWARE
C Squared, LLC		02/13/2009	LIMITED LIABILITY COMPANY: DELAWARE
Aspenwood Advertising, Inc.		02/13/2009	CORPORATION: DELAWARE
CWC Worldwide Services Inc.		02/13/2009	CORPORATION: IDAHO
Coldwater Creek Sourcing Inc.		02/13/2009	CORPORATION: IDAHO
CWC Sourcing LLC		02/13/2009	LIMITED LIABILITY COMPANY: IDAHO

RECEIVING PARTY DATA

Name:	Wells Fargo Retail Finance, LLC, Collateral Agent
Street Address:	One Boston Place
Internal Address:	19th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	3193614	A DREAM A RACE A CURE
Registration Number:	3193616	A DREAM A RACE A CURE
Registration Number:	3193617	A DREAM A RACE A CURE
Registration Number:	3193618	A DREAM A RACE A CURE
Registration Number:	2765319	ASPENWOOD ADVERTISING

CH \$1615.00 3193614

Registration Number:	1531418	COLDWATER CREEK
Registration Number:	2786840	COLDWATER CREEK
Registration Number:	2602690	COLDWATER CREEK
Registration Number:	2217173	COLDWATER CREEK
Registration Number:	2634836	COLDWATER CREEK
Registration Number:	2783590	COLDWATER CREEK
Registration Number:	1861320	COLDWATER CREEK
Registration Number:	2544861	COLDWATER CREEK
Registration Number:	2714390	COLDWATER CREEK
Registration Number:	2555721	COLDWATER CREEK
Registration Number:	2769235	COLDWATER CREEK
Registration Number:	2740447	COLDWATER CREEK
Registration Number:	2754147	COLDWATER CREEK SPIRIT
Registration Number:	3177920	COLDWATER CREEK SPORT
Registration Number:	3306042	COLDWATER CREEK THE SPA
Registration Number:	3508430	INVISIBLE COMFORT
Registration Number:	2571280	
Registration Number:	2571198	OUTLET @ THE CREEK
Registration Number:	2573351	OUTLET@THE CREEK
Registration Number:	2797480	PALE JADE
Registration Number:	3193631	
Registration Number:	3193628	
Registration Number:	3193621	
Registration Number:	3193625	
Registration Number:	2312899	SPIRIT OF THE WEST
Registration Number:	1860160	SPIRIT OF THE WEST
Registration Number:	3378479	UNIQUE BY NATURE
Registration Number:	2756116	WATERSILK
Registration Number:	2578477	WORK WHERE FUN IS ALWAYS IN FASHION
Registration Number:	1876534	COLDWATER CREEK
Registration Number:	3266290	COLDWATER CREEK THE SPA
Registration Number:	3433086	INVISIBLE COMFORT
Registration Number:	2613512	THE GALLERY AT COLDWATER CREEK
Registration Number:	2690725	COLDWATER CREEK ELEMENTS
Registration Number:	2625622	YOUR KIND OF CLOTHES. ONLINE. ALL THE TIME.

TRADEMARK

REEL: 003942 FRAME: 0465

Serial Number:	78843931	INVISIBLE COMFORT
Serial Number:	78825762	
Serial Number:	77573914	COLDWATER CREEK ELEMENTS
Serial Number:	77573920	WISHES RARE AND BEAUTIFUL
Serial Number:	77207784	1 CREEK
Serial Number:	77207793	1 CREEK
Serial Number:	77396865	AMERICAN CABIN
Serial Number:	77396851	AMERICAN CABIN
Serial Number:	77396856	AMERICAN CABIN BY COLDWATER CREEK
Serial Number:	78674810	COLDWATER CREEK
Serial Number:	77069007	CWC
Serial Number:	77127888	LUXELLE
Serial Number:	77207789	ONE CREEK
Serial Number:	77207777	ONE CREEK
Serial Number:	77207782	ONECREEK
Serial Number:	77207791	ONECREEK
Serial Number:	77396979	READYWEAR
Serial Number:	77396996	READYWEAR
Serial Number:	77183068	SHAPEME
Serial Number:	77183040	SHAPEME
Serial Number:	77069008	SPIRIT BY COLDWATER CREEK
Serial Number:	77127886	TRAVALLURE
Serial Number:	77665567	COLDWATER CREEK OUTLET
Serial Number:	77623398	CALM CANCER AND LIFE MANAGEMENT

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	9020804
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/

TRADEMARK

Date:

02/25/2009

Total Attachments: 26

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 13, 2009, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons listed on Schedule II hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrowers and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively with any other Person now or hereafter party hereto, as the "Grantors"), and (c) WELLS FARGO RETAIL FINANCE, LLC, a Delaware limited liability company, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of February 13, 2009 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among (i) the Grantors, (ii) the Lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), and (iii) Wells Fargo Retail Finance, LLC, as Administrative Agent, Collateral Agent and Swing Line Lender, pursuant to which the Lenders have agreed to make Loans to the Borrowers upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Guaranty, dated as of February 13, 2009 (as amended, modified, supplemented or restated and in effect from time to time, the "Guaranty"), executed by the Guarantors in favor of the Administrative Agent, the Collateral Agent and the other Credit Parties, pursuant to which each Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guaranty); and

WHEREAS, the obligations of the Lenders to make Loans is conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of February 13, 2009 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Collateral Agent, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the Collateral (as defined herein), and (ii) this Agreement, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

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 Collateral Agent, on its own behalf and on behalf of the other Credit Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Borrower" and "Borrowers" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Collateral" shall have the meaning assigned to such term in the Security Agreement.

"Collateral Agent" shall have the meaning assigned to such term in the preamble of this Agreement.

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

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

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

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Excluded Assets” shall have the meaning assigned to such term in the Security Agreement.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Guarantor” and “Guarantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Guaranty” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in Section 2 of this Agreement.

“Lender” and “Lenders” shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guaranty).

“Security Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

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

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.02 through 1.05 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) granted by each of the Grantors to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor 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”; provided, however, that the term “IP Collateral” shall not include, and the security interest granted hereby shall not attached to, any Excluded Assets):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any

of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

(g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) 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, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

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

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this Section 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"; provided, however, that the term "Intellectual Property" shall not include any Excluded Assets):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) 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, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including,

without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights owned by such Grantor, applications of such Grantor for registered United States Copyrights and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by such Grantor, applications of such Grantor for registered United States Patents and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks owned by such Grantor, applications of such Grantor for registered United States Trademarks and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and non-exclusive licenses of Intellectual Property granted in the ordinary course of business.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. The use by such Grantor of the 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 such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) Such Grantor shall give the Collateral Agent, concurrently with the delivery of the financial statements referred to in Sections 6.01(a), (b) and (c)(ii) of the

Credit Agreement, written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, or acquiring ownership of, any new Intellectual Property or filing applications for registration of any new Intellectual Property (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iv) Such Grantor's knowing, or having reason to know, (A) that any application or registration relating to any Intellectual Property may, become forfeited, abandoned or dedicated to the public, or (B) of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same, except, in each case, where such forfeiture, abandonment, dedication, determination, development, or proceeding could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii) and (iv) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Following the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall deliver to the Collateral Agent, concurrently with the delivery of the financial statements referred to in Sections 6.01(a), (b) and (c)(ii) of the Credit Agreement, an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Collateral 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. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Collateral Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this Section 6.

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure to perform or observe any of such Grantor's covenants, agreements or other obligations hereunder, and such failure continues for fifteen (15) days; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies under this Agreement and the other Loan Documents, the Collateral Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to

the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies. Upon the occurrence and during the continuance of an Event of Default, the use by the Collateral Agent of all Patents, Trademarks, Copyrights, Licenses and other Intellectual Property shall be worldwide and without any liability for royalties or other related charges from the Collateral Agent to the Grantors.

SECTION 9. Collateral Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Credit Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B** and **C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO;

(ii) To exercise any of the rights and powers referenced herein; and

(iii) Upon the occurrence and during the continuance of an Event of Default, to execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in accordance with Section 13.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Collateral 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 where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or

omission to act has resulted from the gross negligence or willful misconduct of the Collateral Agent.

SECTION 10. Collateral Agent's Rights. Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. 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 Collateral 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 (as defined in the Security Agreement) granted to the Collateral Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Collateral Agent thereunder) shall apply to this Agreement and the IP Collateral, as applicable. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Security Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith. The obligations under this Section 12 shall not apply to actions associated with requirements of the laws of jurisdictions outside the United States.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the Aggregate Commitments have expired or been terminated, (ii) all of the Secured Obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted), (iii) all L/C Obligations have been reduced to zero (or fully Cash Collateralized in the manner set forth in Section 2.03(g) of the Credit Agreement, or supported by another letter of credit in a manner reasonably satisfactory to the L/C Issuer and the Administrative Agent), and (iv) the Administrative Agent has no further obligation pursuant to the Credit Agreement to cause the L/C Issuer to issue Letters of Credit, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the

Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Credit Party upon the bankruptcy or reorganization of any Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 13 shall be without recourse to, or warranty by, the Collateral Agent or any other Credit Party.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

SECTION 15. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 16. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BORROWERS:

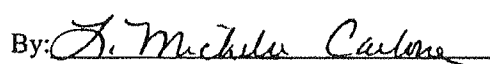
~~COLDWATER CREEK U.S. INC.~~

By:  _____

Name: Timothy O. Martin

Title: Treasurer & Secretary

COLDWATER CREEK THE SPA INC.

By:  _____

Name: L. Michelle Carlone

Title: Treasurer & Secretary

COLDWATER CREEK MERCHANDISING &
LOGISTICS INC.

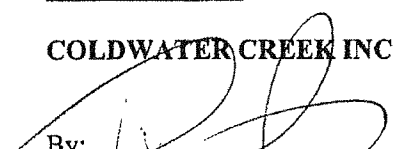
By:  _____

Name: L. Michelle Carlone

Title: Treasurer & Secretary

GUARANTORS:

~~COLDWATER CREEK INC.~~

By:  _____

Name: Timothy O. Martin

Title: Chief Financial Officer

~~C SQUARED LLC~~

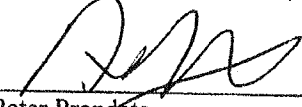
By:  _____

Name: Timothy O. Martin

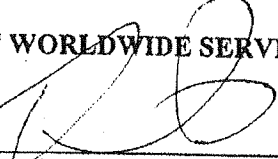
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

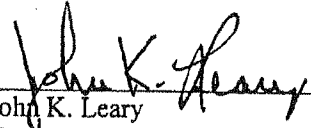
ASPENWOOD ADVERTISING, INC.

By: 
Name: Peter Prandato
Title: Treasurer & Secretary

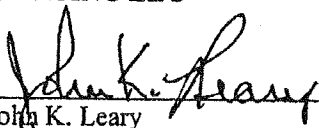
CWC WORLDWIDE SERVICES INC.

By: 
Name: Timothy O. Martin
Title: Treasurer & Secretary

COLDWATER CREEK SOURCING INC.

By: 
Name: John K. Leary
Title: Treasurer & Secretary

CWC SOURCING LLC

By: 
Name: John K. Leary
Title: Manager

**COLLATERAL
AGENT:**

WELLS FARGO RETAIL FINANCE, LLC

By: _____
Name: Cory Loftus
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

ASPENWOOD ADVERTISING, INC.

By: _____
Name: Peter Prandato
Title: Treasurer & Secretary

CWC WORLDWIDE SERVICES INC.

By: _____
Name: Timothy O. Martin
Title: Treasurer & Secretary

COLDWATER CREEK SOURCING INC.


By: _____
Name: John K. Leary
Title: Treasurer & Secretary

CWC SOURCING LLC

By: _____
Name: John K. Leary
Title: Manager

**COLLATERAL
AGENT:**

WELLS FARGO RETAIL FINANCE, LLC

By:  _____
Name: Cory Loftus
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I

Borrowers

1. Coldwater Creek U.S. Inc., a Delaware corporation
2. Coldwater Creek The Spa Inc., an Idaho corporation
3. Coldwater Creek Merchandising & Logistics Inc., a Delaware corporation

Schedule I

SCHEDULE II

Guarantors

1. Coldwater Creek Inc., a Delaware corporation
2. C Squared, LLC, a Delaware limited liability company
3. Aspenwood Advertising, Inc., a Delaware corporation
4. CWC Worldwide Services Inc., an Idaho corporation
5. Coldwater Creek Sourcing Inc., an Idaho corporation
6. CWC Sourcing LLC, an Idaho limited liability company

Schedule II

EXHIBIT A

List of Copyrights, Copyright Applications and Copyright Licenses

Copyright Registrations

Coldwater Creek Inc. has a large volume of sales catalogs, which are regularly registered with the United States Copyright Office.

Copyright Applications

None.

Copyright Licenses

None.

Exhibits to Intellectual Property Security Agreement

WDC - 087984/000008 - 2854770 v2

TRADEMARK
REEL: 003942 FRAME: 0484

EXHIBIT B

List of Patents, Patent Applications and Patent Licenses

Patents

None.

Patent Applications

None.

Patent Licenses

Settlement and License Agreement, dated as of October 26, 2006, by and between Charles E. Hill & Associates, Inc., as licensor, and Coldwater Creek Inc., as licensee ("Licensee"), pursuant to which Licensee has a non-exclusive right and paid up license to practice the Hills Patent (as defined therein).

Registered Trademark	App No.	Reg. No.	Status	File Date	Reg Date	Renewal Date	Country Name	PubDate	Class
									25 Int.
COLDWATER CREEK	18050397	4332739	Registered	28-Nov-1997	05-Nov-1999	05-Nov-2009	Japan		35 Int.
COLDWATER CREEK	810071995	3347507	Registered	04-Aug-1995	19-Sep-1997	19-Sep-2017	Japan		25 Int.
COLDWATER CREEK	8100495	4110594	Registered	04-Aug-1995	06-Feb-1998	06-Feb-2018	Japan		16 Int.
COLDWATER CREEK	810011995	3339541	Registered	04-Aug-1995	15-Aug-1997	15-Aug-2017	Japan		14 Int.
COLDWATER CREEK	2001085180	4556805	Registered	20-Sep-2001	05-Apr-2002	05-Apr-2012	Japan		29 Int.
COLDWATER CREEK	41200225449	104290	Registered	13-Dec-2002	10-Aug-2004	10-Aug-2014	Korea, Republic of		35 Int.
COLDWATER CREEK	N015639	N015639	Registered	16-Dec-2004	08-Apr-2005	08-Apr-2012	Macao		25 Int.
COLDWATER CREEK	674345	866419	Registered	30-Aug-2004	28-Jan-2005	30-Aug-2014	Mexico		25 Int.
COLDWATER CREEK	5510	5055	Registered	27-Dec-2004	27-Dec-2004	27-Dec-2014	Mongolia		25 Int.
COLDWATER CREEK	4414	22665	Registered	13-Jan-2005	16-Mar-2005	16-Mar-2012	Nepal		25 Int.
COLDWATER CREEK	575705	KOR220593	Registered	14-Dec-2004	14-Dec-2004	14-Dec-2014	Thailand		25 Int.
COLDWATER CREEK	73739695	1531418	Registered	14-Jul-1988	21-Mar-1989	21-Mar-2009	USA		42 Int.
COLDWATER CREEK	76037066	2786840	Registered	28-Apr-2000	25-Nov-2003	25-Nov-2013	USA		31 Int.
COLDWATER CREEK	76227693	2602690	Registered	20-Mar-2001	30-Jul-2002	30-Jul-2012	USA		4 Int.
COLDWATER CREEK	75367982	2217173	Registered	03-Oct-1997	12-Jan-1999	12-Jan-2009	USA		35 Int.
COLDWATER CREEK	76314157	2634836	Registered	17-Sep-2001	15-Oct-2002	15-Oct-2012	USA		30 Int.
COLDWATER CREEK	76227698	2783590	Registered	20-Mar-2001	18-Nov-2003	18-Nov-2013	USA		29 Int.
COLDWATER CREEK	74461454	1861320	Registered	12-Nov-1993	01-Nov-1994	01-Nov-2014	USA		42 Int.
COLDWATER CREEK	76250032	2544861	Registered	02-May-2001	05-Mar-2001	05-Mar-2012	USA		35A Int.

Exhibits to Intellectual Property Security Agreement

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Registered Trademark	App No.	Reg. No.	Status	File Date	Reg. Date	Renewal Date	Country Name	PubDate	Class
					2002				
COLDWATER CREEK	76290949	2714390	Registered	27-Jul-2001	06-May-2003	06-May-2013	USA		3 Int.
COLDWATER CREEK	76250085	2555721	Registered	02-May-2001	02-Apr-2002	02-Apr-2012	USA		25 Int.
COLDWATER CREEK	4200612279	85943	Registered	01-Aug-2006	13-Aug-2007	01-Aug-2016	Viet Nam		25 Int.
COLDWATER CREEK & WAVE DESIGN	78141070	2769235	Registered	03-Jul-2002	30-Sep-2003	30-Sep-2013	USA		35 Int.
COLDWATER CREEK & WAVE DESIGN	78141132	2740447	Registered	03-Jul-2002	22-Jul-2003	22-Jul-2013	USA		25 Int.
COLDWATER CREEK ELEMENTS	1159758	TMA607690	Registered	20-Nov-2002	15-Apr-2004	15-Apr-2019	Canada	01-Oct-2003	0 Int.
COLDWATER CREEK SPIRIT	1148694	TMA642.366	Registered	01-Aug-2002	17-Jun-2005	17-Jun-2020	Canada	14-May-2003	0 Nat.
COLDWATER CREEK SPIRIT	2640068	2640068	Registered	03-Apr-2002	22-Aug-2003	30-Apr-2012	European Community		14 Int., 25 Int., 35 Int.
COLDWATER CREEK SPIRIT	2002069462	4675684	Registered	15-Aug-2002	23-May-2003	23-May-2013	Japan		35 Int.
COLDWATER CREEK SPIRIT	2002065702	4675658	Registered	02-Aug-2002	23-May-2003	23-May-2013	Japan		25 Int.
COLDWATER CREEK SPIRIT	76365628	2754147	Registered	01-Feb-2002	19-Aug-2003	19-Aug-2013	USA		35 Int.
COLDWATER CREEK SPORT	78456991	3177920	Registered	26-Jul-2004	28-Nov-2006	28-Nov-2016	USA	21-Jun-2005	35 Int.
COLDWATER CREEK THE SPA (Standard Characters)	77087272	3306042	Registered	24-Jan-2007	09-Oct-2007	09-Oct-2017	USA	24-Jul-2007	35 Int.
ECOSONG	767272	TMA471975	Registered	27-Oct-1994	04-Mar-1997	04-Mar-2012	Canada	29-Oct-1996	42 Nat.
INVISIBLE COMFORT	77410485	3508430	Registered	29-Feb-2008	30-Sep-2008	30-Sep-2018	USA	15-Jul-2008	25 Int.
LEAF DESIGN	76250031	2571280	Registered	02-May-2001	21-May-2002	21-May-2012	USA		35 Int.
OUTLET @ THE CREEK	76216329	2571198	Registered	23-Feb-2001	21-May-2002	21-May-2012	USA		25 Int.
OUTLET @ THE CREEK	76216328	2573351	Registered	23-Feb-2001	28-May-2002	28-May-2012	USA		35 Int.

Exhibits to Intellectual Property Security Agreement

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Registered Trademark	App No.	Reg. No.	Status	File Date	Reg Date	Renewal Date	Country Name	PubDate	Class
INVISIBLE COMFORT	78843932	3433086	Allowed	23-Mar-2006	20-May-2008	20-May-2018	USA	15-Nov-2006	25 Int.
THE GALLERY AT COLDWATER CREEK	76290948	2613512	Registered	27-Jul-01	27-Aug-2002	27-Aug-2012	USA	20-Nov-01	
COLDWATER CREEK ELEMENTS	76411312	2690725	Registered	21-May-2002	25-Feb-2003	25-Feb-2013	USA	03-Dec-2002	
YOUR KIND OF CLOTHES ONLINE ALL THE TIME	75805611	2625622	Registered	21-Sep-1999	24-Sep-2002	24-Sep-2012	USA	08-May-2001	

Exhibits to Intellectual Property Security Agreement

\\DC - 087984\0044008 - 3854770 v2

Trademark Applications

Trademark Applications by Coldwater Creek Inc.:

Pending Trademark Name	App Number	Reg Number	Trademark Status	File Date	Reg Date	Next Renewal Date	Country Name	Pub Date	Class
INVISIBLE COMFORT	78843931		Allowed	23-Mar-2006			United States of America	14-Nov-2006	35 Int.
RIBBON LADY DESIGN	78825762		Allowed	28-Feb-2006			United States of America	17-Oct-2006	14 Int.
COLDWATER CREEK	5518430		Pending	03-Aug-2006			China (Peoples Republic)		25 Int.
COLDWATER CREEK ELEMENTS	77573914		Pending	19-Sep-2008			United States of America		35 Int.
WISHES RARE AND BEAUTIFUL	77573920		Pending	19-Sep-2008			United States of America		35 Int.
I CREEK	77207784		Published	15-Jun-2007			United States of America	29-Apr-2008	25 Int.
I CREEK	77207793		Published	15-Jun-2007			United States of America	29-Apr-2008	35 Int.
AMERICAN CABIN	77396865		Published	14-Feb-2008			United States of America	19-Jul-2008	35 Int.
AMERICAN CABIN	77396851		Published	14-Feb-2008			United States of America	22-Jul-2008	25 Int.
AMERICAN CABIN BY COLDWATER CREEK	77396856		Published	14-Feb-2008			United States of America	08-Jul-2008	25 Int.
COLDWATER CREEK	1484183		Published	04-Sep-2006			India	01-Jul-2008	25 Int.
COLDWATER CREEK	78674810		Published	20-Jul-2005			United States of America	14-Aug-2007	32 Int.
CWC (STYLIZED)	77069007		Published	20-Dec-2006			United States of America	24-Jul-2007	25 Int.
LUXELLE	77127888		Published	11-Mar-2007			United States of America	24-Jul-2007	24 Int.
ONE CREEK	77207789		Published	15-Jun-2007			United States of America	29-Apr-2008	35 Int.
ONE CREEK	77207777		Published	15-Jun-2007			United States of America	29-Apr-2008	25 Int.
ONECREEK	77207782		Published	15-Jun-2007			United States of America	29-Apr-2008	25 Int.
ONECREEK	77207791		Published	15-Jun-2007			United States of America	29-Apr-2008	35 Int.

Exhibits to Intellectual Property Security Agreement

NUDC - 087964XXXXXX - 2854770 v2

Pending Trademark Name	App Number	Reg Number	Trademark Status	File Date	Reg Date	Next Renewal Date	Country Name	Pub Date	Class
READYWEAR	77396979		Published	14-Feb-2008			United States of America	08-Jul-2008	25 Int.
READYWEAR	77396996		Published	14-Feb-2008			United States of America	08-Jul-2008	24 Int.
SHAPEME	77183068		Published	16-May-2007			United States of America	06-May-2008	35 Int.
SHAPEME	77183040		Published	16-May-2007			United States of America	06-May-2008	25 Int.
SPIRIT BY COLDWATER CREEK	77069008		Published	20-Dec-2006			United States of America	24-Jul-2007	35 Int.
TRAVALLURE	77127886		Published	11-Mar-2007			United States of America	24-Jul-2007	24 Int.
COLDWATER CREEK			Unfiled				Idaho		25 Int.
COLDWATER CREEK OUTLET			Unfiled				United States of America		35 Int.
SHARE THE PROMISE; SHARE THE HOPE; SHARE THE JOURNEY			Unfiled				United States of America		
COLDWATER CREEK OUTLET	77665567		Pending	06-Feb-2009			United States of America		
CALM CANCER AND LIFE MANAGEMENT	77623398			30-Nov-2008			United States of America		

Exhibits to Intellectual Property Security Agreement

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Trademark Licenses

None.

Exhibits to Intellectual Property Security Agreement

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