

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
EASTERN MOUNTAIN SPORTS, INC.		07/28/2009	CORPORATION: DELAWARE
EMS Holdings LLC		07/28/2009	LIMITED LIABILITY COMPANY: DELAWARE
EMS Acquisition Corp.		07/28/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Retail Finance, LLC		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1786203	BERGELENE	
Registration Number:	3280960	BLUE PIZZA	
Registration Number:	1398955	EASTERN MOUNTAIN SPORTS	
Registration Number:	1996475	EASTERN MOUNTAIN SPORTS	
Registration Number:	3011752	EASTERN MOUNTAIN SPORTS	
Registration Number:	2065313	EMS	
Registration Number:	2117180	EMS	
Registration Number:	2952447	EMS	
Registration Number:	1010768	EMS	
Registration Number:	3514259	ESTRN MNTN SPRTS	
Registration Number:	3510068	ESTRN MNTN SPRTS EASTERN MOUNTAIN SPORTS	

CH \$490.00 1786203

900140051

TRADEMARK
REEL: 004036 FRAME: 0829

Registration Number:	2952448	
Registration Number:	3268768	STAY PUT STAY DRY
Registration Number:	2832531	TECHWICK
Registration Number:	3015917	TECHWICK
Registration Number:	3015996	WATERSLIDE
Registration Number:	3228322	WE MAKE WEATHER NERVOUS
Serial Number:	77491019	NOR'EASTER POWERED BY EASTERN MOUNTAIN SPORTS
Serial Number:	77090866	STAY PUT. STAY DRY.

CORRESPONDENCE DATA

Fax Number: (617)856-8201

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

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Brown Rudnick LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	23595/60
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/Mark S. Leonardo/
Date:	08/03/2009

Total Attachments: 17

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), dated July 28, 2009, is by and between Eastern Mountain Sports, Inc., a Delaware corporation ("**Borrower**"), EMS Holdings LLC, a Delaware limited liability company ("**Holdings**"), EMS Acquisition Corp., a Delaware corporation ("**Acquisition**" and together with the Borrower and Holdings, "**Loan Parties**") and Wells Fargo Retail Finance, LLC, a Delaware limited liability company, in its capacity as Collateral Agent under the Loan Agreement (the "**Agent**") for the benefit of itself, Term Loan Agent and the Lenders (all as defined below).

W I T N E S S E T H:

WHEREAS, the Loan Parties have adopted, used and are using, and are the owners of the entire right, title, and interest in and to, among other things, (a) the registered trademarks, trade names, terms, designs and applications, (b) the copyrights, rights and interests in copyrights, works protectable by copyrights, registrations and applications, and (c) the patents and patent applications and the inventions, invention disclosures, improvements and patentable inventions, each described in Exhibit A hereto and made a part hereof; and

WHEREAS, the Loan Parties are a party to that certain Loan and Security Agreement, dated as of even date herewith (as may be amended, restated, modified and/or supplemented from time to time, the "**Loan Agreement**"; all capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement) by and among the Loan Parties, the Revolving Credit Lenders named therein (the "**Revolving Credit Lenders**"), the Term Lenders named therein (the "**Term Lenders**" and together with the Revolving Credit Lenders, the "**Lenders**"), the Term Loan Agent named therein (the "**Term Loan Agent**") and the Agent, pursuant to which the Agent, Term Loan Agent and Lenders agreed to extend credit and make certain other financial accommodations to the Borrower; and

WHEREAS, in order to induce Agent, Term Loan Agent and Lenders to enter into the Loan Agreement and to extend credit and provide other financial accommodations to Borrower pursuant thereto, the Loan Parties have agreed to grant to Agent, for the benefit of Secured Parties, certain collateral security as set forth herein.

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

1. **GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), each Loan Party hereby grants to the Agent a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "**IP Collateral**"):

**EXECUTION
VERSION**

(a) all of the Loan Parties' now existing or hereafter acquired right, title, and interest in and to: (i) all of the Loan Parties' trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature (all of the foregoing being collectively referred to herein as the "**Trademarks**");

(b) all of the Loan Parties' now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (all of the foregoing being collectively referred to herein as the "**Patents**");

(c) all of the Loan Parties' now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing (all of the foregoing being collectively referred to herein as the "**Copyrights**");

(d) all General Intangibles connected with the use of, or related to, any of the foregoing, including the goodwill of the business conducted with, and symbolized by any Trademark, Patent or Copyright, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing such Trademark, Patent or Copyright;

(e) all agreements, whether written or oral, providing for the grant to any Loan Party of any right under any Trademark, Patent, or Copyright, including without limitation, the agreements listed on Exhibit B hereto (all of the foregoing being collectively referred to herein as the "**Licenses**")

(f) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(g) the right to sue for past, present and future infringements thereof;

(h) all rights corresponding thereto throughout the world; and

(i) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by the Borrower against third parties for past or future infringement of any of the IP Collateral;

provided that the IP Collateral shall not include any Excluded Property.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to the Agent pursuant to this Agreement shall secure the prompt performance, observance and payment in full of the Obligations (as defined in the Loan Agreement) with respect to the Borrower and the Guaranteed Obligations (as defined in the Guaranty) with respect to the other Loan Parties (all of the foregoing being collectively referred to herein as the “Obligations”).

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Loan Party hereby represents, warrants and covenants with and to the Agent and Term Loan Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the existing IP Collateral is valid and subsisting in full force and effect, and the Loan Parties own sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. The Loan Parties shall, at the Loan Parties’ expense, perform all acts and execute all documents necessary to maintain the existence of the IP Collateral consisting of registered Trademarks, Patents and/or Copyrights as registered and to maintain the existence of all of the IP Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The IP Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Documents, (ii) the Permitted Liens, and (iii) the licenses and encumbrances described under Section 3(e) below.

(b) The Loan Parties shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the IP Collateral, or otherwise dispose of any of the IP Collateral, in each case without the prior written consent of the Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by the Agent to any such action, except as such action is expressly permitted hereunder or in the Loan Agreement.

(c) The Loan Parties shall, at the Loan Parties’ expense, promptly perform all acts and execute all documents requested at any time by the Agent, in its Permitted Discretion, to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the IP Collateral granted hereunder or to otherwise further the provisions of this Agreement, subject to Section 5.5 of the Loan Agreement. The Loan Parties hereby authorize the Agent to file one or more financing statements (or similar documents) with respect to the IP Collateral. The Borrower further authorizes the Agent to have this Agreement or any other similar security agreement filed with the United States Patent and Trademark Office, the United States Copyright Office and/or any other appropriate federal, state or government office or in any other country.

(d) As of the date hereof, the Loan Parties do not have any Trademarks, Patents or Copyrights registered, or subject to pending applications, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect to any of the IP Collateral or otherwise encumbered such IP Collateral other than as set forth in Exhibit B hereto.

(e) The Loan Parties shall, concurrently with the execution and delivery of this Agreement, execute and deliver to the Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the IP Collateral pursuant to the Agent's exercise of the rights and remedies granted to the Agent hereunder and under the Loan Agreement; provided that the Agent shall not use such Special Power of Attorney unless an Event of Default has occurred and is then continuing.

(f) The Agent may, in its Permitted Discretion, pay any amount or do any act which the Loan Parties fail to pay or do as required hereunder or as requested by the Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the IP Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, reasonable and documented collection charges, and reasonable attorneys' fees and legal expenses. The Loan Parties shall be liable to the Agent for any such payment of reasonable and documented fees, which payment shall be deemed an Advance by Agent to the Borrower, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) If, after the date hereof, any Loan Party shall (i) obtain any registered trademark, patent or copyright, or apply for any such registration in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark, patent or copyright registrations or applications for trademark, patent or copyright registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Subject to Section 5.5 of the Loan Agreement, upon the request of the Agent, the Loan Parties shall promptly execute and deliver to the Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by the Agent to evidence and/or perfect the security interest in and conditional assignment of such Trademark, Patent or Copyright, as the case may be, in favor of the Agent.

(h) The Borrower shall render any assistance, as the Agent shall determine is necessary, to the Agent in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of any IP Collateral as the Loan Parties' exclusive property and to protect the Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(i) To the Loan Parties' knowledge, no material infringement or unauthorized use presently is being made of any IP Collateral that would adversely affect in any material respect the fair market value of the IP Collateral or the benefits of this Agreement granted to the Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Agent hereunder. The Loan Parties shall promptly notify the Agent and the Term Loan Agent if the Loan Parties (or any affiliate or subsidiary thereof) learn of any use by any person of any term or design which infringes on any IP Collateral or is likely to cause confusion with any such IP Collateral that could reasonably be expected to result in a Material Adverse Effect. If requested by the Agent or Term Loan Agent, the Loan Parties, at the Loan Parties' expense, shall join with the Agent in such action as the Agent, in Agent's Permitted Discretion, may deem advisable for the protection of Agent's interest in and to the IP Collateral.

(j) The Loan Parties assume all responsibility and liability arising from the use of the IP Collateral and the Loan Parties hereby indemnify and hold Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by any Loan Party (or any affiliate or subsidiary thereof) in connection with any IP Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by the Borrower (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(k) The Loan Parties shall promptly pay the Agent for any and all expenditures made by the Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the IP Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, reasonable and documented collection charges, reasonable and documented travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

(l) The Loan Parties shall deliver to the Agent all documents, instruments and other items as may be necessary for the Agent to file this Agreement with the United States Patent and Trademark Office and the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country in order to record its security interest granted hereby. If, before the Obligations are paid in full, the Loan Parties acquire any new IP Collateral or rights thereto, the Loan Parties shall give to the Agent and Term Loan Agent prompt written notice thereof, and this Agreement shall apply to any such new IP Collateral. The Loan Parties shall: (i) prosecute diligently any trademark, patent or copyright application at any time pending; (ii) make application for registration or issuance of all new trademarks, patents and copyrights as reasonably deemed appropriate by the Loan Parties; (iii) preserve and maintain all rights in the IP Collateral; and (iv) use its best efforts to obtain any consents, waivers or agreements necessary to enable the Agent to exercise its remedies with respect to the IP Collateral. The Loan Parties shall not abandon any material right to file a trademark, patent or copyright application nor shall the Loan Parties abandon any material pending trademark, patent or copyright application, or material Trademark, Patent or Copyright without the prior written consent of the Agent. The Loan Parties represent and warrant to the Agent and Term Loan Agent that the execution, delivery and performance of this Agreement by the Loan Parties will not violate or cause a default under any of the IP Collateral or any agreement in connection therewith.

(m) The Loan Parties, at their own cost, shall cooperate with the Agent to prepare and file such amendments, updates, instructions or documents with the United States Patent and Trademark Office and the United States Copyright Office as is necessary to create, maintain and perfect or renew the security interest granted hereby or otherwise to effect fully the purposes, terms and conditions of this Agreement.

4. EVENTS OF DEFAULT

The occurrence of any Event of Default, as such term is defined in the Loan Agreement is referred to herein as an "Event of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of the Agent, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, Applicable Law or otherwise, the Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, the Loan Parties except as such notice or consent is expressly provided for hereunder:

(a) The Agent may require, upon no less than five (5) days prior to the Loan Parties, that none of the Loan Parties or any Affiliate or Subsidiary of the Loan Parties make any use of the IP Collateral for any purpose whatsoever. The Agent may make use of any IP Collateral for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to the Agent by the Borrower or any Subsidiary or Affiliate of Borrower or for such other reason as the Agent may determine in its Permitted Discretion.

(b) Upon no less than five (5) days prior to the Loan Parties, the Agent may grant such license or licenses relating to the IP Collateral for such term or terms, on such conditions, and in such manner, as the Agent shall in its Permitted Discretion deem appropriate, in accordance with the terms and conditions of the Loan Agreement. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) In accordance with the terms and conditions of the Loan Agreement, the Agent may assign, sell or otherwise dispose of the IP Collateral or any part thereof, either with or without special conditions or stipulations, upon the giving of five (5) days prior written notice to the Loan Parties of any proposed disposition thereto. The Agent and/or Term Loan Agent shall have the power to buy the IP Collateral or any part thereof, and the Agent shall also have the power to execute assurances and perform all other acts which the Agent may, in its Permitted Discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the IP Collateral pursuant to the terms hereof, the Agent may at any time (upon compliance with the notice periods set forth above) execute and deliver on behalf of the Loan Parties, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the IP Collateral (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. The Loan Parties agree to pay the Agent on demand all reasonable and documented costs incurred in any such transfer of the IP Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses, which shall be applied in accordance with the terms of the Loan Agreement. The Loan Parties agree that the Agent has no obligation to preserve rights to the IP Collateral against any other parties.

(e) The Agent shall apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the IP Collateral in accordance with the terms and conditions of the Loan Agreement.

(f) The Loan Parties shall supply to the Agent or to the Agent's designee, upon request, the Loan Parties' knowledge and expertise relating to the manufacture and sale of the products and services bearing the IP Collateral and the Loan Parties' customer lists and other records relating to the IP Collateral and the distribution thereof. So long as no Event of Default occurs and is continuing, the

Agent and its designee, and the other Secured Parties shall maintain all such knowledge and expertise in strict confidence.

(g) Nothing contained herein shall be construed as requiring the Agent to take any such action at any time. All of the Agent's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. COLLATERAL ASSIGNMENT OF IP COLLATERAL


Each Loan Party hereby collaterally assigns (and hereby grants an irrevocable non-exclusive license) to the Agent in and to all IP Collateral owned or used by such Loan Party to the extent necessary to enable the Agent, effective upon the occurrence and during the continuation of any Event of Default, to realize on the IP Collateral and any successor or assign to enjoy the benefits of the IP Collateral (provided that such collateral assignment and license shall not be required to cover intellectual property, where granting such collateral assignment or license would violate any inbound license or any other license agreements permitted under clause (d) of the definition of Permitted Dispositions). Further, the Agent or its designees may utilize the IP Collateral in connection with any assignment, sale, or other disposition of any other IP Collateral. Notwithstanding any other provision of this Agreement, the collateral assignment and license shall not be effective as to any U.S. intent-to-use application to register a trademark until the amendment to allege use or statement of use has been accepted. This collateral assignment and license shall inure to the benefit of the Agent and its successor, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such collateral assignment and license is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to the Borrower or any other Person by Agent or any Lender.

7. INCORPORATION OF LOAN AGREEMENT AND LOAN DOCUMENTS

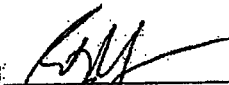
The Loan Agreement and each Loan Document and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. This Agreement is being executed and delivered by the Loan Parties for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the United States Patent and Trademark Office and the United States 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 its own benefit and the benefit of the other Secured Parties, under the Loan Agreement and the other Loan Documents. All provisions of the Loan Agreement and other Loan Documents shall apply to the IP Collateral. 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 (as such term is defined in the Security Agreement and Loan Agreement). In the event of a conflict between this Agreement and the Loan Agreement or any other Loan Document, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement or Security Agreement, as applicable, with respect to all other Collateral (as such term is defined in the Security Agreement and Loan Agreement).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.


EASTERN MOUNTAIN SPORTS,
INC.
("Borrower")

By: 
Name: Robert Mayes
Title: Chief Financial Officer

EMS HOLDINGS LLC
("Guarantor")

By: 
Name: Robert Mayes
Title: Chief Financial Officer

EMS ACQUISITION CORP.
("Guarantor")

By: 
Name: Robert Mayes
Title: Chief Financial Officer

WELLS FARGO RETAIL
FINANCE, LLC
("Agent")


By: 
Name: William Chan
Title: Vice President

EXHIBIT A
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Trademarks, Patents, Copyrights

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>
BERGELENE	1,786,203	August 3, 1993	August 3, 2013
BLUE PIZZA	3,280,960	August 14, 2007	August 14, 2017
EASTERN MOUNTAIN SPORTS	1,398,955	June 24, 1986	June 24, 2016
EASTERN MOUNTAIN SPORTS	1,996,475	August 27, 1996	August 27, 2016
EASTERN MOUNTAIN SPORTS & Design of Mountain and Sun	3,011,752	November 1, 2005	November 1, 2015
EMS	2,065,313	May 27, 1997	May 27, 2017
EMS	2,117,180	December 2, 1997	December 2, 2017
EMS & Design of Mountain and Sun	2,952,447	May 17, 2005	May 17, 2015
EMS & Ice Axe Design	1,010,768	May 13, 1975	May 13, 2015
estrn mntn sprts & Design	3,514,259	October 7, 2008	October 7, 2018
estrn mntn sprts EASTERN MOUNTAIN SPORTS	3,510,068	September 30, 2008	September 30, 2018
Mountain & Sun Logo	2,952,448	May 17, 2005	May 17, 2015
STAY PUT STAY DRY & Design	3,268,768	July 24, 2007	July 24, 2017
TECHWICK	2,832,531	April 13, 2004	April 13, 2014
TECHWICK	3,015,917	November 15, 2005	November 15, 2015
WATERSLIDE	3,015,996	November 15, 2005	November 15, 2015
WE MAKE WEATHER NERVOUS	3,228,322	April 10, 2007	April 10, 2017

UNITED STATES TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
nor'easter powered by Eastern Mountain Sports & Design	77/491,019	June 4, 2008	Minor technical objections by examiner

STAY PUT. STAY DRY (New Logo)	77/090,866	January 25, 2007	Approval by Examiner. We await client's report on status of mark.
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INTERNATIONAL TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
EASTERN MOUNTAIN SPORTS	Canada	488,847	January 30, 1998	January 30, 1998
EMS	Canada	502,936	October 26, 1998	October 26, 2013
BERGELENE	Hong Kong	2775/1996	September 1, 1994	September 1, 2015
EASTERN MOUNTAIN SPORTS	Hong Kong	4851/1996	August 1, 1994	August 1, 2015
EMS	Hong Kong	10811/1996	August 1, 1994	August 1, 2015
EASTERN MOUNTAIN SPORTS	Japan	3,235,223	December 25, 1996	December 25, 2016
EASTERN MOUNTAIN SPORTS	Japan	3,268,623	March 12, 1997	March 12, 2017
EASTERN MOUNTAIN SPORTS	Japan	3,268,679	March 12, 1997	March 12, 2017
EASTERN MOUNTAIN SPORTS	Japan	3,316,730	May 30, 1997	May 30, 2017
EMS	Japan	4,157,315	June 19, 1998	June 19, 2018
BERGELENE	Korea	347,496	September 25, 1996	September 25, 2016
EASTERN MOUNTAIN SPORTS	Korea	331,083	January 11, 1996	January 11, 2016
EASTERN MOUNTAIN SPORTS	Korea	336,845	April 9, 1996	April 9, 2016
EASTERN MOUNTAIN SPORTS	Korea	343,613	July 24, 1996	July 24, 2016
EASTERN MOUNTAIN SPORTS	Korea	343,614	July 24, 1996	July 24, 2016
EMS	Korea	331,084	January 11, 1996	January 11, 2016
EMS	Korea	334,829	March 8, 1996	March 8, 2016

EMS	Korea	336,844	April 9, 1996	April 9, 2016
EMS	Korea	350,857	November 29, 1996	November 29, 2016
BERGELENE	Taiwan	686,457	August 1, 1995	August 1, 2015
EASTERN MOUNTAIN SPORTS	Taiwan	684,965	July 16, 1995	July 16, 2015
EMS	Taiwan	684,964	July 16, 1995	July 16, 2015

INTERNATIONAL TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Status</u>
EASTERN MOUNTAIN SPORTS	China	6917643	August 25, 2008	
EASTERN MOUNTAIN SPORTS	China	6917642	August 25, 2008	
EASTERN MOUNTAIN SPORTS	China	6917644	August 25, 2008	
TECHWICK	China	6917641	August 25, 2008	
TECHWICK	China	6917616	August 25, 2008	

TRADEMARK LICENSES

Licenses and rights to use trademarks and intellectual property of the manufacturers of goods sold and advertised by Eastern Mountain Sports, Inc. in the ordinary course of business.

LIST OF PATENTS AND PATENT APPLICATIONS

PATENTS

<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Combination backpack and hydration pack	6,422,439	July 23, 2002	February 8, 2021

PATENT APPLICATIONS

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>

None.			

PATENT LICENSES

None.

LIST OF COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHTS

<u>Name</u>	<u>Full Title</u>	<u>Copyright Number</u>	<u>Date</u>
Eastern Mountain Sports, Inc. Ziegler, Katy	Ski touring guide to New England / edited by Katey Ziegler.	TX0000454201	1979
Eastern Mountain Sports, Inc.	[Eastern Mountain Sports' B L T flyer]	TX0000830578	1981
Eastern Mountain Sports, Inc. Furst, Roger	EMS : catalog / Eastern Mountain Sports, Inc. ; editor, Roger Furst ... et al.	CSN0016156	1979
Eastern Mountain Sports, Inc. Furst, Roger	EMS. : catalog / Eastern Mountain Sports, Inc. ; editor, Roger Furst ... et al.	CSN0020688	1979
Eastern Mountain Sports, Inc. Furst, Roger	EMS : catalog / Eastern Mountain Sports, Inc. ; editor, Roger Furst ... et al.	CSN0016156	1978
Eastern Mountain Sports, Inc. EMS	EMS. : catalog / Eastern Mountain Sports, Inc. ; [written by the people at E M S].	CSN0020688	1982
Eastern Mountain Sports, Inc. EMS	EMS. : catalog / Eastern Mountain Sports, Inc. ; [written by the people at E M S].	CSN0020688	1981

Eastern Mountain Sports, Inc. EMS	EMS. : catalog / Eastern Mountain Sports, Inc. ; [written by the people at E M S].	CSN0020688	1980
Eastern Mountain Sports, Inc. EMS Acquisition Corporation EMS Holdings, LLC	EMS: catalog (spring-summer 1978) & 14 other titles.*	V3520D651	2005
Eastern Mountain Sports, Inc.	The EMS holiday gift guide : \$5. discount coupon inside.	TX0000813912	1981
Eastern Mountain Sports, Inc.	The EMS holiday gift guide : our most popular parka and no wonder!	TX0000813911	1981

*Titles listed in V3520D651:

<u>Title</u>	<u>Copyright Number</u>
EMS: catalog (spring-summer 1978)	TX 202-011
EMS: catalog (fall 1978)	TX 203-825
EMS: catalog (spring-summer 1979)	TX 302-579
EMS: catalog (fall-winter 1979)	TX 320-332
EMS: catalog (spring-summer 1980)	TX 431-665
EMS: catalog (fall-winter 1980-81)	TX 555-951
EMS: catalog (winter 1980-81)	TX 543-951
EMS: catalog (winter 1980-81)	TX 546-313
EMS: catalog (fall 1981)	TX 809-731
EMS: catalog (spring-summer 1982)	TX 874-323
EMS: catalog (summer 1982)	TX 928-371

Eastern Mountain Sports' BLT flyer	TX 830-578
Ski touring guide to New England	TX 454-201
The EMS holiday gift guide: our most popular parka and no wonder!	TX 813-911
The EMS holiday [(sic)] gift guide: \$5. discount coupon inside	TX 813-912

COPYRIGHT APPLICATIONS

<u>Copyright Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>	<u>Status</u>
None.			

COPYRIGHT LICENSES

None.

EXHIBIT B
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

LIST OF LICENSES GRANTED TO THIRD PARTIES AND ENCUMBRANCES

None

EXHIBIT C
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that [_____], (the “**Loan Party**”), hereby appoints and constitutes, severally, WELLS FARGO RETAIL FINANCE LLC, in its capacity as IP Collateral Agent under the Agreement (as defined below) (the “**Agent**”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Loan Party:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Agent, in its Permitted Discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Loan Party in and to any IP Collateral and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which the Agent, in its Permitted Discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated of even date herewith, between the Loan Party and the Agent (the “**Agreement**”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “**Obligations**”, as such term is defined in the Agreement, are Paid in Full (as defined in the Loan Agreement described in the Agreement).

Dated: July __, 2009

[_____]

By: _____
Name: _____
Title: _____