

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Third Amendment to Memorandum of Security Interest in Trademarks and Goodwill

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Patagonia, Inc.,		11/30/2009	CORPORATION: CALIFORNIA
Patagonia International, Inc.		11/30/2009	CORPORATION: CALIFORNIA
Great Pacific Iron Works		11/30/2009	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Union Bank, N.A.
<b>Street Address:</b>	445 S. Figueroa St., 10th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	3085872	HOUDINI
Registration Number:	3220729	REGULATOR
Registration Number:	3382929	GLADIODOR
Registration Number:	3160940	HOUDINI
Registration Number:	3189956	BIOMAP
Registration Number:	1732107	A/C
Registration Number:	2797364	DELUGE
Registration Number:	3416018	FLOWFIT
Registration Number:	3382913	GLADIODOR
Registration Number:	3054597	UNCOMMON CLOTHES FOR UNCOMMON PEOPLE
Registration Number:	3327956	THE CLEANEST LINE
Registration Number:	3379119	STAND UP PANTS

**CH \$740.00 3085872**

**900150570**

**TRADEMARK  
 REEL: 004118 FRAME: 0684**

Registration Number:	3595675	LEADING THE EXAMINED LIFE
Registration Number:	3595683	FOOTPRINT CHRONICLES
Registration Number:	3699498	THE FOOTPRINT CHRONICLES
Registration Number:	3595722	
Registration Number:	3528719	RUNSHADE
Registration Number:	3592413	PATAGUIDES
Serial Number:	78779548	PATAGONIA PROVISIONS
Serial Number:	77454653	
Serial Number:	77464347	PHUNHOG
Serial Number:	77791107	THE CLEANEST LINE
Serial Number:	77126094	LIVE SIMPLY
Serial Number:	77441492	THERMOGREEN
Serial Number:	77454648	PATAGONIA
Serial Number:	77840690	NANO DYNASTY
Serial Number:	77840687	NANO STORM
Serial Number:	77828202	NANO PUFF
Serial Number:	77791105	THE CLEANEST LINE

**CORRESPONDENCE DATA**

Fax Number: (949)720-0182  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: Trademark@Buchalter.com  
Correspondent Name: Sandra P. Thompson  
Address Line 1: 18400 Von Karman Ave., Suite 800  
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	U2310-0221
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/Sandra P. Thompson/
Date:	12/22/2009

**Total Attachments: 6**  
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source=Completed Patagonia Security filing #2#page2.tif  
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source=Completed Patagonia Security filing #2#page4.tif  
source=Completed Patagonia Security filing #2#page5.tif  
source=Completed Patagonia Security filing #2#page6.tif

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

**1. Name of conveying party(ies):**

Patagonia, Inc.  
 Great Pacific Iron Works;  
 Patagonia International, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: California  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) November 30, 2009

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other Security Interest

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Union Bank, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 445 S. Figueroa St., 10th Floor

City: Los Angeles

State: CA

Country: Los Angeles Zip: 90071

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) 78,779,548;  
77,454,653; 77,464,347; 77,791,107; 77,126,094; 77,791,105;  
77,441,492; 77,454,648; ; 77,840,690; 77,840,687  
77,828,202

B. Trademark Registration No.(s) 3,085,872  
3,220,729; 3,382,929; 3,160,940; 3,189,956; 1,732,107; 2,797,364

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Sandra P. Thompson

Internal Address: \_\_\_\_\_

Street Address: 18400 Von Karman Ave.  
Suite 800

City: Irvine

State: CA Zip: 92612

Phone Number: 949-224-6428

Fax Number: 949-720-0182

Email Address: Trademark@Buchalter.com

**6. Total number of applications and registrations involved:**

29

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 740.00

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number 500977

Authorized User Name Buchalter Nemer

**9. Signature:**

/Sandra P. Thompson/

Signature

December 22, 2009

Date

Sandra P. Thompson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

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

**Federal Trademark Registrations**

3,416,018

3,382,913

3,054,597

3,327,956

3,379,119

3,595,675

3,595,683

3,699,498

3,595,722

3,528,719

3,592,413

THIRD AMENDMENT TO MEMORANDUM OF SECURITY INTEREST  
IN TRADEMARKS AND GOODWILL

THIS THIRD AMENDMENT TO MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS AND GOODWILL (this "Amendment"), dated as of November 30, 2009, amends and shall be considered part of that certain Memorandum of Security Interest in Trademarks and Goodwill, dated as of May 1, 2000 (the "Grant Memorandum"), as previously amended by that certain First Amendment to Memorandum of Security Interest in Trademarks and Goodwill, dated as of September 28, 2001 and that certain Second Amendment to Memorandum of Security Interest in Trademarks and Goodwill, dated as of November 26, 2003 (collectively with the Grant Memorandum, the "Memorandum"), executed by PATAGONIA, INC., a California corporation ("Patagonia"), GREAT PACIFIC IRON WORKS, a California corporation ("Great Pacific") and PATAGONIA INTERNATIONAL, INC., a California corporation ("International" and collectively with Patagonia and Great Pacific, jointly and severally, the "Borrowers"), in favor of the several financial institutions (collectively, the "Banks") from time to time party to that certain Third Amended and Restated Revolving Credit Agreement, of even date herewith (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), UNION BANK, N.A., a bank organized and existing under the laws of the United States of America ("Union"), and BANK OF AMERICA, N.A., a bank organized and existing under the laws of the United States of America, as the issuers of the Letters of Credit (as defined in the Credit Agreement) (collectively, the "Issuing Banks"), and Union, as agent for the Banks and the Issuing Banks (in such capacity as the "Agent"), with such Memorandum being filed and recorded in the United States Patent and Trademark Office on September 14, 2000 (Reel 002164 and Frame 0504 as a reference number), on October 25, 2001 (Reel 002393 and Frame 0647 as a reference number) and on January 23, 2004 (Reel 002901 and Frame 0224 as a reference number).

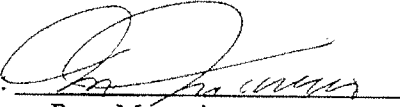
A security interest in and to all of Borrowers' right, title, and interest in and to the trademarks, trademark registrations, and applications therefor, as identified on Schedules A to the Memorandum (collectively, the "Trademarks"), together with the goodwill and assets of the business owned by the Borrowers to which such Trademarks are appurtenant, and all actions for infringement concerning the foregoing, has been granted by the Borrowers to the Agent, the Banks, and the Issuing Banks pursuant to the Grant Memorandum.

The terms and conditions of the aforementioned security interest are contained in that certain Intellectual Property Security Agreement, dated as of August 6, 1999, as previously amended by that certain First Amendment to Intellectual Property Security Agreement, dated as of May 1, 2000 and Second Amendment to Intellectual Property Security Agreement, dated as of November 26, 2003, and amended concurrently herewith by that certain Third Amendment to Intellectual Property Security Agreement, executed by Patagonia, Great Pacific and International, in favor of the Agent, the Banks, and the Issuing Banks as security for Borrowers' performance of the obligations set forth in the Credit Agreement and the other agreements referred to therein.

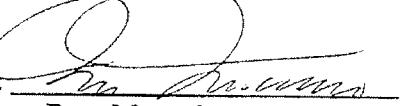
Schedules A of the Memorandum is hereby amended by adding the trademarks, trademark registrations, and applications therefor, which are identified on Schedule A-3 attached hereto and incorporated hereby, to the list of Trademarks previously set forth on such Schedule A.

IN WITNESS WHEREOF, the undersigned has duly executed this Amendment as of the date first noted above.

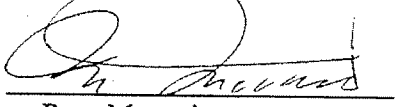
**PATAGONIA , INC.,**  
a California corporation

By:   
Rose Marcario  
Chief Operating Officer and Chief  
Financial Officer

**GREAT PACIFIC IRON WORKS,**  
a California corporation

By:   
Rose Marcario  
Chief Operating Officer and Chief  
Financial Officer

**PATAGONIA INTERNATIONAL, INC.,**  
a California corporation

By:   
Rose Marcario  
Chief Operating Officer and Chief  
Financial Officer

**SCHEDULE A-3**

**Federal Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
HOUDINI (Clothing)	3,085,872	4/25/2006
REGULATOR	3,220,729	3/20/2007
GLADIODOR	3,382,929	2/12/2008
HOUDINI	3,160,940	10/17/2006
BIOMAP	3,189,956	12/26/2006
A/C	1,732,107	11/10/1992
DELUGE	2,797,364	12/23/03
FLOWFIT	3,416,018	4/22/2008
GLADIODOR	3,382,913	2/12/2008
UNCOMMON CLOTHES FOR UNCOMMON PEOPLE	3,054,597	2/13/2006
THE CLEANEST LINE	3,327,956 (Classes 38/41)	8/18/2006
STAND UP PANTS	3,379,119	2/5/2008
LEADING THE EXAMINED LIFE	3,595,675	3/24/2009
THE FOOTPRINT CHRONICLES	3,595,683 (Class 42)	3/24/2009
THE FOOTPRINT CHRONICLES & Design	3,699,498	3/24/2009
Compass Design w/ Footprint	3,595,722 (Class 42)	3/24/2009
Runshade	3,528,719	11/04/2008
PATAGUIDES	3,592,413	3/27/2009

**Federal Applications**

<b><u>Mark</u></b>	<b><u>App. No.</u></b>	<b><u>App. Date</u></b>
Patagonia Provisions	78,779,548	12/22/2005
Patagonia Provisions	78,779,548	12/22/2005
BOAR W/ SPEAR	77,454,653	4/22/2008
PHUNHOG	77,464,347	5/1/2008
The Cleanest Line	77,791,107 (Class 25)	7/28/09
Live Simply	77,126,094	3/8/2007
THE CLEANEST LINE	77,791,105 (Class 18)	7/28/2009
THERMOGREEN	77,441,492	4/7/2008
PATAGONIA & BOARD DESIGN	77,454,648	4/22/2008
BOAR W/SPEAR- DESIGN ONLY	77,454,653	4/22/2008
NANO DYNASTY	77,840,690	10/02/2009
NANO STORM	77,840,687	10/02/2009
NANO PUFF	77,828,202	9/16/2009