

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
IBEX Outdoor Clothing LLC		04/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
IBEX Outdoor Clothing Holdings, Inc.		04/12/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	One Boston Place, 20th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78385078	IBEX
Serial Number:	78048136	
Serial Number:	85555840	WOOL AIRE
Serial Number:	78384978	IBEX
Serial Number:	78102688	CLIMAWOOL

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 202-408-3121 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430

CH \$140.00 78385078

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 184175

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 04/27/2012

**Total Attachments: 6**

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### 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):**

IBEX Outdoor Clothing LLC  
IBEX Outdoor Clothing Holdings,  
Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Delaware
- Other Limited Liability Company- Delaware

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

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 04.12.12

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Internal \_\_\_\_\_

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

Street Address: One Boston Place, 20th Fl.

City: Boston

State: MA

Country: Suffolk Zip: 02108

- 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) \_\_\_\_\_

B. Trademark Registration No.(s) 78385078, 78384978,  
78048136, 78102688  
85555840

Additional sheet(s) attached?  Yes  No

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

IBEX filed on 3.16.04, IBEX filed on 3.16.04, DESIGN ONLY - Caribou; Deer, elk, reindeer, fawns, antelopes, moose, gazelles; Fawns; Gazelle; Impala filed on 2/13/01; CLIMAWOOL filed on 1/15/02; WOOL AIRE filed on 1/29/12

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

Name: Brandi Larea Thomas

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

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

Greenberg Traurig LLP, One International Place

City: Boston

State: MA Zip: 02110

Phone Number: 617.310.5214

Fax Number: 617.279.8419

Email Address: thomasbr@gtlaw.com

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

5

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

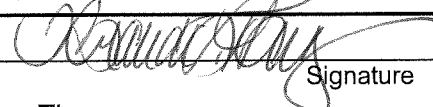
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

4.26.12

Date

Brandi Larea Thomas

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is made as of this 12th day of April, 2012 by and among IBEX Outdoor Clothing LLC, a Delaware limited liability company and IBEX Outdoor Clothing Holdings, Inc., a Delaware corporation (each individually, a "Borrower" and collectively, "Borrowers"), and Wells Fargo Bank, National Association ("Lender").

### RECITALS:

A. Reference is made to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Borrowers and Lender. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.

B. Lender has agreed to make advances and other financial accommodations to Borrowers pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The obligation of Lender to make such advances and other financial accommodations is conditioned upon, among other things, the execution and delivery by Borrowers of the Credit Agreement and the Loan Documents, including this Agreement, to secure the Obligations.

C. Borrowers have agreed to execute this Agreement to secure the Obligations and for recording with the United States Patent and Trademark Office.

### AGREEMENT:

For good and valuable consideration the parties hereto agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given to such term in Section 2 hereof.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on **Exhibit A**, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Borrower's business symbolized by the foregoing or connected therewith, and (vi) all of each Borrower's rights corresponding thereto throughout the world.

2. Security Interest. Borrowers hereby irrevocably pledge and assign to, and grant Lender a security interest (the "Security Interest") with power of sale to the extent permitted by

law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in all of the personal property of Borrowers. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Borrowers' Use of the Trademarks. Borrowers shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, until the occurrence and continuance of an Event of Default.

4. Authorization to Supplement. If Borrowers obtain rights to any new Trademarks or Trademark licenses, the provisions of this Agreement shall automatically apply thereto. Borrowers shall give notice in writing to Agent in accordance with Section 6.12(g)(ii) of the Credit Agreement with respect to any such new Trademark, any renewal or extension of a Trademark registration or any new Trademark license. Without limiting Borrowers' obligations under this Section 4, Borrowers hereby authorize Lender unilaterally to modify this Agreement by amending **Exhibit A** to include any such new Trademark or Trademark license. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Exhibit A** shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on the **Exhibit A** hereto.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the Commonwealth of Massachusetts.

6. Notices. All notices required or permitted hereunder shall be given as provided in the Credit and Security Agreement.

7. Amendments. This Assignment, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrowers or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

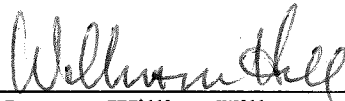
8. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement.


[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Trademark Security Agreement as of the date written above.

**IBEX OUTDOOR CLOTHING HOLDINGS, INC.**

By   
Name: William Hill  
Title: Chief Financial Officer

**IBEX OUTDOOR CLOTHING LLC**

By   
Name: William Hill  
Title: Chief Financial Officer

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By \_\_\_\_\_  
Name: Eugene McDonough  
Title: Vice President

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

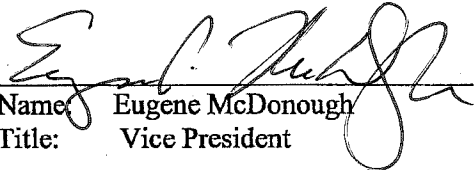
**IBEX OUTDOOR CLOTHING  
HOLDINGS, INC.**

By \_\_\_\_\_  
Name: William Hill  
Title: Chief Financial Officer

**IBEX OUTDOOR CLOTHING LLC**

By \_\_\_\_\_  
Name: William Hill  
Title: Chief Financial Officer

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By   
Name: Eugene McDonough  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**EXHIBIT A**

Trademarks

<b>Serial Number</b>	<b>Filing Date</b>	<b>Word Mark</b>	<b>Jurisdiction</b>	<b>STATUS</b>
78385078	3/16/2004	<b>IBEX</b>	United States	Live
78384978	3/16/2004	<b>IBEX</b>	United States	Live
78048136	2/13/2001	[DESIGN ONLY - Design Search Code: 01.07.07 - Caribou; Deer, elk, reindeer, fawns, antelopes, moose, gazelles; Fawns; Gazelle; Impala]	United States	Live
78102688	1/15/2002	<b>CLIMAWOOL</b>	United States	Live
85555840	1/29/2012	<b>WOOL AIRE</b>	United States	Live (Application)