

**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)/Execution Date(s):

Eastern Mountain Sports LLC

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Citizenship: DE
- Execution Date(s) January 4, 2013
- Additional names of conveying parties attached? Yes No

- Association
- Limited Partnership

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Capital Finance, LLC

Internal Address:

Street Address: One Boston Place, 18th Floor

City: Boston

State: MA

Country: USA

Zip: 02108

- Association Citizenship:
 - General Partnership Citizenship:
 - Limited Partnership Citizenship:
 - Corporation Citizenship:
 - Limited Liability Company Citizenship: DE
- 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)

3. Nature of conveyance:

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

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

A. Trademark Application No.(s) See Attached Schedule 4(a)

B. Trademark Registration No.(s) See Attached Schedule 4(a)

- 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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 465.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1868
Expiration Date 06/15

b. Deposit Account Number
Authorized User Name:

9. Signature:

Kareem Ansley
Signature

January 16, 2013
Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 28

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$465.00 8558126

United States Registrations

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
BERGELENE	Eastern Mountain Sports, Inc.	1,786,203	Aug 03 1993	Men's and women's hats, gloves, underwear, and socks, in Class 25.	Aug 03 2013	Aug 03 2013
BLUE PIZZA	Eastern Mountain Sports, Inc.	3,280,960	Aug 14 2007	Entertainment and educational services, namely, providing information and instruction on line and via the internet, relating to the fields of climbing, hiking, camping, kayaking, skiing, biking and other outdoor sports activities, in Class 41.	Aug 14 2013	Aug 14 2017

4(a) - Trademarks

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
EASTERN MOUNTAIN SPORTS	Eastern Mountain Sports, Inc.	1,398,955	Jun 24 1986	Retail outlet and mail order services in the field of sports clothing, sporting implements, sporting books, and outdoor equipment in Class 42.	Jun 24 2016	Jun 24 2016
EASTERN MOUNTAIN SPORTS	Eastern Mountain Sports, Inc.	1,996,475	Aug 27 1996	Jackets, anoraks; pants; vests; ponchos; sweaters; parkas; bibs; tights; knit and woven tops; T-shirts; shorts; underwear; socks; gloves; headwear; and gaiters, in Class 25.	Aug 27 2016	Aug 27 2016
EASTERN MOUNTAIN SPORTS & Mountain Logo	Eastern Mountain Sports, Inc.	3,011,752	Nov 01 2005	Retail store and online store services featuring clothing, sportswear, and hiking, camping and climbing equipments, in Class 35.	Nov 01 2015	Nov 01 2015

4(a) - Trademarks

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
EMS	Eastern Mountain Sports, Inc.	2,065,313	May 27 1997	Camping utensils, namely, knives, forks and spoons; candle lanterns not made of precious metals, in Class 8. Thermometers not for medical use; life vests; sunglass accessories, namely, sunglass cases, in Class 9. Rucksacks, fannypacks; briefcases, shoulder bags; duffle bags; fabric sacks for storing camping equipment; garment bags for travel; wallets; tote bags; back packs; dopp kits; waist packs used as organizers; walking sticks, in Class 18. Sleeping bags; non metal key fobs; non metal tent stakes, in Class 20.	May 27 2017	May 27 2017

4(a) - Trademarks

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
EMS	Eastern Mountain Sports, Inc.	2,117,180	Dec 02 1997	Portable coolers; water bottles, in Class 21. Vinyl ground cloths; family tents; backpacking tents; fabric covers for tents; bivouacs, namely, portable fabric shelters; floor savers; hammocks, in Class 22.	Dec 02 2017	Dec 02 2017
				Jackets, pants; vests; ponchos; sweaters; bibs; tights; knit and woven tops; t-shirts; shorts; underwear; socks; gloves; headwear; neckwear; ties; beltwear; gaiters; and footwear, in Class 25.		

4(a) - Trademarks

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
EMS & Design	Eastern Mountain Sports, Inc.	1,010,768	May 13 1975	Packs, pack frames, knapsacks; packbags and lashing straps with buckle, in Class 18. Ski equipment, namely, cross-country ski boots; camping equipment, namely, tents, sleeping bag stuff sacks, open-cell foam pads and downfilled sleeping bags, in Classes 20 and 28.	May 13 2015	May 13 2015
				Parkas, expedition overboots, mountain climbing leggings, mountain climbing and ski mitts, rain jackets, rain pants, wind pants and wind jackets, hip belts, ponchos, winter mountaineering boots, knickers, hiking pants, hiking boots, socks and knee stockings, ski		

4(a) - Trademarks

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
EMS & Design of Mountain and Sun	Eastern Mountain Sports, Inc.	2,952,447	May 17 2005	gloves, hats, boot laces, rain chaps, and wool shirts, in Class 25. Retail store and online store services featuring clothing, sportswear, and hiking, camping and climbing equipments, in Class 35.	May 17 2015	May 17 2015

4(a) - Trademarks

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
estm mntn sprts and Design	Eastern Mountain Sports, Inc.	3,514,259	Oct 07 2008	Rucksacks, fannypacks; briefcases, shoulder bags; duffle bags; fabric sacks for storing camping equipment; wallets; tote bags; back packs; dopp kits; waist packs used as organizers, in Class 18.	Oct 07 2014	Oct 07 2018
				Sleeping bags; camp furniture, in Class 20.		
				Portable coolers; mugs; plastic water bottles sold empty, in Class 21.		
				Vinyl ground cloths; family tents; backpacking tents; fabric covers for tents; bivouac sacks, namely, portable fabric shelters; covers for protecting tent floors, in Class 22.		
				Clothing and sportswear,		

4(a) - Trademarks

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
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				namely, jackets, parkas, vests, ponchos, snow pants, ski bibs, pants, capris, shorts, underwear, bras, swim trunks, swim suits, knit and woven tops, t-shirts, sweaters, tights, socks, gloves, headwear, neckwear, belts, gaiters and footwear, in Class 25.		
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				Retail store and online retail store services featuring clothing, sportswear, and hiking, camping and climbing equipment, in Class 35.		
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4(a) - Trademarks

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
estm mntn sprts EASTERN MOUNTAIN SPORTS	Eastern Mountain Sports, Inc.	3,510,068	Sep 30 2008	Rucksacks, fannypacks; briefcases, shoulder bags; duffle bags; fabric sacks for storing camping equipment; wallets; tote bags; back packs; dopp kits; waist packs used as organizers, in Class 18. Sleeping bags; camp furniture, in Class 20. Portable coolers, in Class 21. Vinyl ground cloths; family tents; backpacking tents; fabric covers for tents; bivouac sacks, namely, portable fabric shelters; covers for protecting tent floors, in Class 22. Clothing and sportswear, namely, jackets, parkas,	Sep 30 2014	Sep 30 2018

4(a) - Trademarks

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
				vests, ponchos, snow pants, ski bibs, pants, capri, shorts, underwear, bras, swim trunks, swim suits, knit and woven tops, t-shirts, sweaters, tights, socks, gloves, headwear, neckwear, belts, gaiters and footwear, in Class 25.		
				Retail store and online retail store services featuring clothing, sportswear, and hiking, camping and climbing equipment, in Class 35.		
Mountain & Sun Logo	Eastern Mountain Sports, Inc.	2,952,448	May 17 2005	Retail store and online store services featuring clothing, sportswear, and hiking, camping and climbing equipment, in Class 35.	May 17 2015	May 17 2015

4(a) - Trademarks

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
NOR'EASTER powered by Eastern Mountain Sports	Eastern Mountain Sports, Inc.	3,901,911	Jan 04 2011	Entertainment services, namely, conducting special events featuring rock climbing and rock climbing instruction, cycling, running and kayaking, recreational camping, music, environmental conservation activities, and food tastings, in Class 41.	Jan 04 2017	Jan 04 2021
NOR'EASTER powered by Eastern Mountain Sports & Design	Eastern Mountain Sports, Inc.	3,901,910	Jan 04 2011	Entertainment services, namely, conducting special events featuring rock climbing and rock climbing instruction, cycling, running and kayaking, recreational camping, music, environmental conservation activities, and food tastings, in Class 41.	Jan 04 2017	Jan 04 2021

4(a) - Trademarks

Mark	Owner	Registration Number	Registration Date	Goods/Services	Next Declaration of Use Due Date	Next Renewal
STAY PUT STAY DRY and Design	Eastern Mountain Sports, Inc.	3,268,768	Jul 24 2007	Educational services, namely, educating parents and children about what to do in the event they get lost in the woods or mountains, via safety clinics and a climbing school, in Class 41.	Jul 24 2013	Jul 24 2017
TECHWICK	Eastern Mountain Sports, Inc.	2,832,531	Apr 13 2004	T-shirts and pants, in Class 25.	Apr 13 2014	Apr 13 2014
WE MAKE WEATHER NERVOUS	Eastern Mountain Sports, Inc.	3,228,322	Apr 10 2007	Retail store services featuring outerwear and other clothing, backpacks, climbing gear, sleeping bags, tents, skis, snowboards, snow shoes, kayaks and canoes, in Class 35.	Apr 10 2013	Apr 10 2017

4(a) - Trademarks

EMS

Pending Applications - United States

Mark	Owner	Application No.	Filing Date	Goods and Services in Application	Status
SYSTEM3	Eastern Mountain Sports, Inc.	85/581,267	Mar 27 2012	Jackets, pants, headwear and gloves, in Class 25.	Awaiting approval.

AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated January 4, 2013, is by and between Bob's Stores, LLC, a New Hampshire limited liability company, formerly known as Bob's Stores Corp. ("Bob's"), Eastern Mountain Sports LLC, a Delaware limited liability company, formerly known as Eastern Mountain Sports, Inc. ("EMS" and together with Bob's, each a "Borrower" and, collectively, "Borrowers"), Vestis Retail Financing, LLC, a Delaware limited liability company ("Vestis"), EMS Acquisition LLC, a Delaware limited liability company, formerly known as EMS Acquisition Corp. ("Acquisitions" and together with each Borrower and Vestis, each a "Loan Party" and, collectively, "Loan Parties") and Wells Fargo Capital Finance, LLC, a Delaware limited liability company, successor by merger to Wachovia Capital Finance Corporation (New England) (the "Lender").

WITNESSETH:

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 Second Amended and Restated 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 and Lender, pursuant to which Lender has agreed to extend credit and make certain other financial accommodations to the Borrowers; and

WHEREAS, Bob's is a party to the Trademark Collateral Security Agreement, dated as of August 19, 2008, by and between Bob's and Lender (the "Existing IP Security Agreement"); and

WHEREAS, in order to induce Lender to enter into the Loan Agreement and to extend credit and provide other financial accommodations to Borrowers pursuant thereto, the Loan Parties have agreed to grant to Lender 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 hereto hereby agree that the Existing IP Security Agreement shall be (and hereby is) amended and restated as follows:

1. GRANT OF SECURITY INTEREST

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As collateral security for the prompt performance, observance and Payment in Full (as defined in the Loan Agreement) of all of the Obligations (as hereinafter defined), each Loan Party hereby grants to Lender 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"):

(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 Borrowers 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 Lender 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 Borrowers and the Guaranteed Obligations (as defined in the Guarantee) 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 Lender the following (all of such representations, warranties and covenants being continuing until Payment in Full of the Obligations):

(a) All of the existing IP Collateral is valid and subsisting in full force and effect (subject to each Loan Party's right to abandon IP Collateral in accordance with Section 3(h) hereof), 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. Except as permitted under the Loan Agreement and except for IP Collateral abandoned in accordance with Section 3(h) hereof, 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 Financing Agreements, (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 Lender, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Lender 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 Lender, 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. The Loan Parties hereby authorize Lender to file one or more financing statements (or similar documents) with respect to the IP Collateral. Each Loan Party further authorizes Lender 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 Lender four (4) 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 Lender's exercise of the rights and remedies granted to Lender hereunder and under the Loan Agreement; provided, that, Lender shall not use such Special Power of Attorney unless an Event of Default has occurred and is then continuing.

(f) Lender may, in its Permitted Discretion, upon the occurrence and during the continuance of an Event of Default or otherwise following notice to the Loan Parties, pay any amount or do any act which the Loan Parties fail to pay or do as required hereunder or as requested by Lender 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 Lender for any such payment of reasonable and documented fees, which payment shall be deemed an Advance by Lender to the Borrowers, 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. Upon the request of Lender, the Loan Parties shall promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender 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 Lender.

(h) No Loan Party has abandoned any of the IP Collateral, and no Loan Party will do any act, or omit to do any act, whereby any IP Collateral that is necessary to the business of such Loan Party or any of its affiliates or subsidiaries in any respect may become abandoned, invalidated, unenforceable, avoided or avoidable, it being understood that a Loan Party may, so long as no Default or Event of Default exists or has occurred and is continuing, abandon or permit to be cancelled any IP Collateral that such Loan Party, in its reasonable business discretion, determines is of no commercial value to its business. Each Loan Party shall notify Lender promptly if it knows or has reason to know of any reason why any application, registration or recording with respect to any IP Collateral that is necessary to the business of such Loan Party or any of its affiliates or subsidiaries in any respect may become abandoned, cancelled, invalidated, avoided or avoidable.

(i) The Borrowers shall render any assistance, as Lender shall reasonably determine is necessary, to Lender 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 Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings, subject in each case to each Loan Party's right to abandon IP Collateral in accordance with Section 3(h) hereof.

(j) Except as set forth in Section 8.11 of the Information Certificate (as defined in the Loan Agreement) of each Loan Party, to the Loan Parties' knowledge, no infringement or unauthorized use presently is being made of any IP Collateral that could reasonably be expected to have a Material Adverse Effect (as defined in the Loan Agreement). There has been no judgment holding any of the IP Collateral invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the IP Collateral presently being questioned in any litigation or proceeding to which a Loan Party is a party. The Loan Parties shall promptly notify Lender 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 Lender, the Loan Parties, at the Loan Parties' expense, shall join with Lender in such action as Lender, in its Permitted Discretion, may deem advisable for the protection of Lender's interest in and to the IP Collateral.

(k) The Loan Parties assume all responsibility and liability arising from the use of the IP Collateral and the Loan Parties hereby indemnify and hold Lender harmless from and against any claim, suit, loss, damage, or expense (including reasonable 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 any 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.

(l) The Loan Parties shall promptly pay Lender for any and all expenditures made by Lender 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 Agreement and shall be part of the Obligations secured hereby.

(m) The Loan Parties shall deliver to Lender all documents, instruments and other items as may be necessary for Lender 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 Payment in Full of the Obligations, the Loan Parties acquire any new IP Collateral or rights thereto, the Loan Parties shall give to Lender written notice thereof not later than the date the Borrowers are required to provide the Lender with financial statements for the fiscal quarter in which such new IP Collateral or rights are obtained, and this Agreement shall apply to any such new IP Collateral. Subject to Section 3(h) hereof, 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 commercially reasonable efforts to obtain any consents, waivers or agreements necessary to enable Lender to exercise its remedies with respect to the IP Collateral. The Loan Parties represent and warrant to Lender that the execution, delivery and performance of this Agreement by the Loan Parties will not materially violate or cause a default under any of the IP Collateral or any agreement in connection therewith.

(n) The Loan Parties, at their own cost, shall cooperate with Lender 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 Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Lender 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) Lender 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. Lender 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 Lender by any Borrower or any Subsidiary or Affiliate of any Borrower or for such other reason as Lender may determine in its Permitted Discretion.

(b) Upon no less than five (5) days prior to the Loan Parties, Lender may grant such license or licenses relating to the IP Collateral for such term or terms, on such conditions, and in such manner, as Lender 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, Lender 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 ten (10) days prior written notice to the Loan Parties of any proposed disposition thereto. Lender shall have the power to buy the IP Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender 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, Lender 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 Lender 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 Lender has no obligation to preserve rights to the IP Collateral against any other parties.

(e) Lender 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 Lender or to Lender'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.

(g) Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under this Agreement, the other Financing Agreements, 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 Lender in and to all IP Collateral owned or used by such Loan Party to the extent necessary to enable Lender, 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 (h) of the definition of Permitted Dispositions). Further, Lender 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 Lender 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 any Loan Party or any other Person by Lender.

7. INCORPORATION OF LOAN AGREEMENT AND LOAN DOCUMENTS

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 Lender 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 Lender under the Loan Agreement and the other Financing Agreements. All provisions of the Loan Agreement and other Financing Agreements applicable to Collateral shall also apply to the IP Collateral. In the event of a conflict between this Agreement and the Loan Agreement or any other Financing Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement or such other Financing Agreement, as applicable, with respect to all other Collateral (as such term is defined in the Loan Agreement).

8. AMENDMENT AND RESTATEMENT

(a) Each Loan Party hereby acknowledges, confirms and agrees that, immediately prior to giving effect to this Agreement, (i) the Existing IP Security Agreement is in full force and effect as of the date hereof, and (ii) the agreements and obligations of Bob's contained in the Existing IP Security Agreement constitute the legal, valid and binding obligations of Bob's against them in accordance with their respective terms and Bob's has no valid defense to the enforcement of such obligations.


(b) Except as otherwise stated in this Section 8, as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing IP

Security Agreement are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement. Nothing contained herein shall impair or adversely affect the security interests, liens and other interests in the IP Collateral heretofore granted, pledged and/or assigned by Bob's pursuant to the Existing IP Security Agreement or otherwise. The amendment and restatement contained herein shall not, in and of itself, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the Indebtedness and other obligations and liabilities of Bob's evidenced by or arising under the Existing IP Security Agreement (except to the extent any such Indebtedness, obligations or liabilities are actually paid or performed on the date hereof), and the liens securing such Indebtedness and other obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BOB'S STORES, LLC

By: 
Name: Daniel Bliss
Title: Vice President Finance

EASTERN MOUNTAIN SPORTS LLC

By: 
Name: Daniel Bliss
Title: Vice President Finance

VESTIS RETAIL FINANCING, LLC

By: _____
Name: William Quinn
Title: Authorized Signatory

EMS ACQUISITION LLC

By: _____
Name: William Quinn
Title: Authorized Person

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

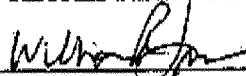
BOB'S STORES, LLC

By: _____
Name: Daniel Bliss
Title: Vice President Finance


EASTERN MOUNTAIN SPORTS LLC

By: _____
Name: Daniel Bliss
Title: Vice President Finance

VESTIS RETAIL FINANCING, LLC

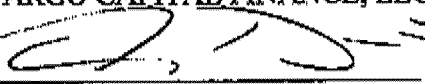
By: 
Name: William Quinn
Title: Authorized Signatory

EMS ACQUISITION LLC

By: 
Name: William Quinn
Title: Authorized Person

Amended and Restated Intellectual Property Security Agreement

WELLS FARGO CAPITAL FINANCE, LLC

By: 

Name: Adam B. Davis

Title: Director

Amended and Restated Intellectual Property Security Agreement