

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
NORM THOMPSON OUTFITTERS, INC.		12/20/2013	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	TCW Direct Lending, a division of TCW Special Situations, LLC, as Collateral Agent
Street Address:	200 Clarendon Street, 51st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	85844102	ESCAPE FROM THE ORDINARY
Serial Number:	85106284	PERFECT-FIT
Serial Number:	78095548	MILE MATES
Serial Number:	78306912	SAHALIE
Serial Number:	78318795	PERFECT-FIT
Serial Number:	77465824	WOOPY
Serial Number:	77048617	GETTING OFF THE BEATEN PATH
Serial Number:	76262301	WATERFRONT LIVING
Serial Number:	76338287	PRODUCTS THAT MAKE LIFE EASIER
Serial Number:	76069582	A WORLD OF UNFORGETTABLE GIFTS
Serial Number:	75892181	TRAVELER'S SUEDE
Serial Number:	75813469	ZIP DRY
Serial Number:	75868242	SAVE YOUR BACK
Serial Number:	75980635	FLY RIGHT

**TRADEMARK**

Serial Number:	75892183	SCOZIES
Serial Number:	75892182	SLUMBER SOCKS
Serial Number:	75892180	CITY EXPRESS
Serial Number:	75813468	SOLTEX
Serial Number:	75501536	SOLUTIONS
Serial Number:	75326211	SHIKARI
Serial Number:	75290595	SHEEPKINS
Serial Number:	75290594	
Serial Number:	74259147	FURNACE SHIRT
Serial Number:	74802278	AUTO-SIZER
Serial Number:	74647880	DEPARTURES
Serial Number:	74592966	FREQUENT FLYER
Serial Number:	74391243	AUTO-SIZER
Serial Number:	74391242	ALWAYS- FIT
Serial Number:	73249574	NORM THOMPSON
Serial Number:	73318776	EARLY WINTERS
Serial Number:	73806146	THE PRIMARY LAYER
Serial Number:	73591350	SOLUTIONS
Serial Number:	73404671	ESCAPE FROM THE ORDINARY
Serial Number:	73382473	NORM THOMPSON
Serial Number:	73265674	PANAMA CRUSHER
Serial Number:	73265673	LIGHTNING BUG
Serial Number:	73194311	EARLY WINTERS
Serial Number:	72390844	ESCAPE FROM THE ORDINARY
Serial Number:	72317616	DEPARTURE

**CORRESPONDENCE DATA**

Fax Number: 3123322196

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312.863.7266

Email: justin.debruyne@goldbergkohn.com

Correspondent Name: Justin DeBruyne

Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

7129.006

**TRADEMARK**

**REEL: 005180 FRAME: 0189**

	Justin DeBruyne
Signature:	/justin debruyne/
Date:	12/20/2013
<b>Total Attachments: 5</b> source=Norm Thompson Outfitters, Inc#page1.tif source=Norm Thompson Outfitters, Inc#page2.tif source=Norm Thompson Outfitters, Inc#page3.tif source=Norm Thompson Outfitters, Inc#page4.tif source=Norm Thompson Outfitters, Inc#page5.tif	

## Trademark Security Agreement

Trademark Security Agreement, dated as of December 20, 2013, by the undersigned pledgors (individually a "Pledgor" and collectively, the "Pledgors"), in favor of TCW Direct Lending, a division of TCW Special Situations, LLC, in its capacity as Collateral Agent (together with any successors in such capacity, the "Collateral Agent").

### WITNESSETH:

Whereas, the Pledgors are party to a Pledge and Security Agreement dated December 20, 2013 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement and the Financing Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than any Contingent Indemnity Obligation) and termination of the Security

Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Collateral under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUCTED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[signature page follows]**

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORM THOMPSON OUTFITTERS,  
INC.

By:   
Name: Brian C. Gowen  
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of  
TCW Special Situations, LLC,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

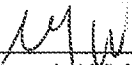
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORM THOMPSON OUTFITTERS,  
INC.

By: \_\_\_\_\_  
Name: Brian C. Gowen  
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of  
TCW Special Situations, LLC,  
as Collateral Agent

By:   
Name: Matthew J. Whitcomb  
Title: Managing Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
ESCAPE FROM THE ORDINARY	85844102	N/A	N/A
PERFECT-FIT	85106284	4120329	4/3/2012
MILE MATES	78095548	2645893	11/5/2002
SAHALIE	78306912	3056248	1/31/2006
PERFECT-FIT	78318795	2941000	4/12/2005
WOOPY	77465824	3743647	2/2/2010
GETTING OFF THE BEATEN PATH	77048617	3502248	9/16/2008
WATERFRONT LIVING	76262301	2614820	9/3/2002
PRODUCTS THAT MAKE LIFE EASIER	76338287	3164327	10/31/2006
A WORLD OF UNFORGETTABLE GIFTS	76069582	2533750	1/29/2002
TRAVELER'S SUEDE	75892181	2537693	2/12/2002
ZIP DRY	75813469	2516310	12/11/2001
SAVE YOUR BACK	75868242	2462813	6/19/2001
FLY RIGHT	75980635	2491496	9/18/2001
SCOZIES	75892183	2477530	8/14/2001
SLUMBER SOCKS	75892182	2415818	12/26/2000
CITY EXPRESS	75892180	2406381	11/21/2000
SOLTEX	75813468	2357806	6/13/2000
SOLUTIONS	75501536	2369890	7/25/2000
SHIKARI	75326211	2180573	8/11/1998
SHEEPKINS	75290595	2229572	3/2/1999
[design only]	75290594	2139253	2/24/1998
FURNACE SHIRT	74259147	1811578	12/14/1993
AUTO-SIZER	74802278	1924709	10/3/1995
DEPARTURES	74647880	1976238	5/28/1996
FREQUENT FLYER	74592966	1923811	10/3/1995
AUTO-SIZER	74391243	2130811	1/20/1998
ALWAYS- FIT	74391242	1915012	8/29/1995
NORM THOMPSON	73249574	1224105	1/18/1983
EARLY WINTERS	73318776	1204997	8/10/1982
THE PRIMARY LAYER	73806146	1580795	1/30/1990
SOLUTIONS	73591350	1444563	6/23/1987
ESCAPE FROM THE ORDINARY	73404671	1284733	7/3/1984
NORM THOMPSON	73382473	1348672	7/9/1985
PANAMA CRUSHER	73265674	1183893	12/29/1981
LIGHTNING BUG	73265673	1168264	9/8/1981
EARLY WINTERS	73194311	1143074	12/16/1980
ESCAPE FROM THE ORDINARY	72390844	946841	11/7/1972
DEPARTURE	72317616	879325	10/28/1969