

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300422

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lands' End, Inc.		04/04/2014	CORPORATION: DELAWARE
Lands' End Direct Merchants, Inc.		04/04/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America , N.A., as agent		
<b>Street Address:</b>	100 N. Tryon Street Mail Code: NC1-007-17-11		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1263612	LANDS' END	
<b>Registration Number:</b>	1245839	SQUARE RIGGER	
<b>Registration Number:</b>	1281007	LANDS' END DIRECT MERCHANTS	
<b>Registration Number:</b>	1297554	LANDS' END DIRECT MERCHANTS	
<b>Registration Number:</b>	1394814	WILLIS & GEIGER	
<b>Registration Number:</b>	1431633	GUARANTEED. PERIOD.	
<b>Registration Number:</b>	1492716	WILLIS & GEIGER	
<b>Registration Number:</b>	1620559	LANDS' END NOT QUITE PERFECT STORE	
<b>Registration Number:</b>	1613985	ROVERALLS	
<b>Registration Number:</b>	1863750	HYDE PARK	
<b>Registration Number:</b>	2077720	COBBLE CLOTH	
<b>Registration Number:</b>	2091472	YEAR'ROUNDER	
<b>Registration Number:</b>	2172581	LANDS' END INLET	
<b>Registration Number:</b>	2264054	SOFT AS THE HAIR OF AN ANGEL	
<b>Registration Number:</b>	2214140	ON THE COUNTER	
<b>Registration Number:</b>	3380968	WEATHERFIELD	
<b>Registration Number:</b>	3380969	WEATHERFIELD	
<b>Registration Number:</b>	3732080	FELLOS	
<b>TRADEMARK</b>			

OP \$915.00 1263612

Property Type	Number	Word Mark
Registration Number:	3588702	ANGEL DOWN
Registration Number:	3615364	OUTRIGGER
Registration Number:	4250401	LANDS' END CANVAS
Registration Number:	2973438	BEACH LIVING
Registration Number:	2950128	MARINAC
Registration Number:	2917260	SQUALL
Registration Number:	2982884	AQUACHECK
Registration Number:	2980797	THERMACHECK
Registration Number:	3051562	
Registration Number:	3455163	OUTRIGGER
Registration Number:	2917483	TUGLESS TANK
Registration Number:	2923094	LITTLE TRIPPER
Registration Number:	3314386	CLASSMATE
Registration Number:	3295674	WEATHERFIELD
Registration Number:	3416256	HYDRO QUEST
Registration Number:	4205446	IRON KNEES
Registration Number:	2945772	NAVIGATOR
Serial Number:	85792686	LANDS' END

**CORRESPONDENCE DATA**

**Fax Number:**

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

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters /
<b>DATE SIGNED:</b>	04/04/2014

**Total Attachments: 7**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

April 4, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **LANDS' END, INC.**, a Delaware corporation ("LEI") and **LANDS' END DIRECT MERCHANTS, INC.**, a Delaware corporation ("LEDM") (LEI and LEDM are hereinafter referred to, individually, as a "Grantor", and collectively, the "Grantors"), hereby grant to **BANK OF AMERICA, N.A.** (in its capacity as administrative agent and collateral agent for the Credit Parties (as defined in the Term Credit Agreement (as defined below)), in such capacities and together with any successors in such capacities, the "Grantee"), a continuing security interest in (i) all of such Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, (iv) rights and privileges arising under applicable Law with respect to such Grantor's use of any of the foregoing, (v) extensions and renewals thereof, (vi) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements, dilution or violation thereof, (vii) rights corresponding thereto throughout the world, (viii) all causes of action and rights to sue, whether arising prior to or after the date hereof, for infringement of any of the Marks or unfair competition regarding the same, and (ix) all proceeds and products of the foregoing.

THIS GRANT (this "Grant") is made to secure the satisfactory performance and payment of all the Obligations of the Grantors, as such term is defined in that certain Term Loan Credit Agreement dated as of April 4, 2014 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Term Credit Agreement") by, among others, LEI and the Grantee. The rights and remedies of the Grantee with respect to the security interest

granted herein are as set forth in the Term Credit Agreement and that certain Term Loan Guaranty and Security Agreement by, among others, the Grantors and the Grantee, dated as of April 4, 2014 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Term GSA"), all terms and provisions of which Term Credit Agreement and Term GSA are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Term Credit Agreement or the Term GSA, the provisions of the Term Credit Agreement or the Term GSA, as applicable, shall govern.

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IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Grant as of the date above first written.

LANDS' END, INC., as Grantor

By: 

Name: Karl Dahlen

Title: Vice President, General Counsel and Secretary

LANDS' END DIRECT MERCHANTS, INC., as Grantor

By: 

Name: Karl Dahlen

Title: Secretary

BANK OF AMERICA, N.A., as Grantee

By: 

Name: Heather Lambert

Title: Managing Director

Signature Page to Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 005252 FRAME: 0075**

SCHEDULE A

<b>Grantor</b>	<b>Trademark/Service Mark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Application/Registration Date</b>
Lands' End Direct Merchants, Inc.	LANDS' END	73329471	1263612	1/10/1984
Lands' End Direct Merchants, Inc.	SQUARE RIGGER	73332866	1245839	7/19/1983
Lands' End Direct Merchants, Inc.	LANDS' END DIRECT MERCHANTS	73417059	1281007	6/5/1984
Lands' End Direct Merchants, Inc.	LANDS' END DIRECT MERCHANTS	73430185	1297554	9/25/1984
Lands' End Direct Merchants, Inc.	WILLIS & GEIGER	73481232	1394814	5/27/1986
Lands' End Direct Merchants, Inc.	GUARANTEED. PERIOD.	73622312	1431633	3/3/1987
Lands' End Direct Merchants, Inc.	WILLIS & GEIGER	73686348	1492716	6/14/1988
Lands' End Direct Merchants, Inc.	LANDS' END NOT QUITE PERFECT STORE	74018762	1620559	10/30/1990
Lands' End Direct Merchants, Inc.	ROVERALLS	74018878	1613985	9/18/1990
Lands' End Direct Merchants, Inc.	HYDE PARK	74216345	1863750	11/22/1994
Lands' End Direct Merchants, Inc.	COBBLE CLOTH	75183621	2077720	7/8/1997
Lands' End Direct Merchants, Inc.	YEAR'ROUNDER	75205119	2091472	8/26/1997
Lands' End Direct Merchants, Inc.	LANDS' END INLET	75261415	2172581	7/14/1998
Lands' End Direct Merchants, Inc.	SOFT AS THE HAIR OF AN ANGEL	75322945	2264054	7/27/1999
Lands' End Direct Merchants, Inc.	ON THE COUNTER	75335141	2214140	12/29/1998
Lands' End Direct Merchants, Inc.	WEATHERFIELD	77202856	3380968	2/12/2008
Lands' End Direct Merchants, Inc.	WEATHERFIELD	77202858	3380969	2/12/2008
Lands' End Direct Merchants, Inc.	FELLOS	77421944	3732080	12/29/2009
Lands' End Direct Merchants, Inc.	ANGEL DOWN	77422104	3588702	3/10/2009
Lands' End Direct Merchants, Inc.	OUTRIGGER	77576374	3615364	5/5/2009
Lands' End Direct Merchants, Inc.	LANDS' END CANVAS	77822358	4250401	11/27/2012
Lands' End Direct Merchants, Inc.	BEACH LIVING	78264389	2973438	7/19/2005
Lands' End Direct Merchants, Inc.	MARINAC	78273883	2950128	5/10/2005

Lands' End Direct Merchants, Inc.	SQUALL	78275110	2917260	1/11/2005
Lands' End Direct Merchants, Inc.	AQUACHECK	78293977	2982884	8/9/2005
Lands' End Direct Merchants, Inc.	THERMACHECK	78293981	2980797	8/2/2005
Lands' End Direct Merchants, Inc.	RECTANGLE DESIGN	78297411	3051562	1/24/2006
Lands' End Direct Merchants, Inc.	OUTRIGGER	78297419	3455163	6/24/2008
Lands' End Direct Merchants, Inc.	TUGLESS TANK	78352589	2917483	1/11/2005
Lands' End Direct Merchants, Inc.	LITTLE TRIPPER	78352620	2923094	2/1/2005
Lands' End Direct Merchants, Inc.	CLASSMATE	78819923	3314386	10/16/2007
Lands' End Direct Merchants, Inc.	WEATHERFIELD	78907156	3295674	9/18/2007
Lands' End Direct Merchants, Inc.	HYDRO QUEST	78969231	3416256	4/22/2008
Lands' End Direct Merchants, Inc.	IRON KNEES	85531925	4205446	9/11/2012
Lands' End, Inc.	NAVIGATOR	78051417	2945772	5/3/2005
Lands' End Direct Merchants, Inc.	LANDS' END	85792686		12/3/2012