

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351735

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sport Chalet, LLC		08/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One Boston Place, 18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1869465	SPORT CHALET	
<b>Registration Number:</b>	1869466	SPORT CHALET	
<b>Registration Number:</b>	3186743	ACTION PASS	
<b>Registration Number:</b>	2153318	SPORTLAND	
<b>Registration Number:</b>	3655253	PROJECT FIFTY NINE	
<b>Registration Number:</b>	1869179	SPORT CHALET DIVERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	sullivansu@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	127351.011000		
<b>NAME OF SUBMITTER:</b>	Michael Cohen		
<b>SIGNATURE:</b>	/Michael Cohen/		
<b>DATE SIGNED:</b>	08/18/2015		

CH \$165.00 1869465

**Total Attachments: 31**

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FIRST AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 13, 2015, is by and between Bob's Stores, LLC, a New Hampshire limited liability company ("Bob's"), Eastern Mountain Sports LLC, a Delaware limited liability company, successor by conversion to Eastern Mountain Sports, Inc., a Delaware corporation ("EMS"), Sport Chalet, LLC, a Delaware limited liability company, successor by conversion to Sport Chalet, Inc., a Delaware corporation ("Sport Chalet"), Sport Chalet Value Services, LLC, a Virginia limited liability company ("Value Services"), Sport Chalet Team Sales, LLC, a Delaware limited liability company, successor by conversion to Sport Chalet Team Sales, Inc., a California corporation ("Team Sales") and EMS Operating Company, LLC ("EMSOC", and together with Bob's, EMS, Sport Chalet, Value Services and Team Sales, each a "Borrower" and, collectively, "Borrowers"), Vestis Retail Financing, LLC, a Delaware limited liability company ("Vestis"), Vestis Retail Group, LLC, a Delaware limited liability company ("HoldCo"), EMS Acquisition LLC, a Delaware limited liability company, formerly known as EMS Acquisition Corp. ("Acquisitions"), Vestis IP Holdings, LLC ("Vestis IP", and together with each Borrower, Vestis, HoldCo and Acquisitions, each a "Loan Party" and, collectively, "Loan Parties") and Wells Fargo Bank, National Association, in its capacity as administrative and collateral agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent").

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 parties to that certain Term Loan and Security Agreement, dated as of February 11, 2015 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, 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, certain affiliates of the Loan Parties, Agent and the parties thereto as lenders ("Lenders"), pursuant to which Lenders, or Agent on behalf of Lenders, have agreed to extend credit and make certain other financial accommodations to the Borrowers; and

WHEREAS, each of Vestis, Vestis IP and Acquisitions has guaranteed the Obligations (as defined in the Loan Agreement) pursuant to the Guarantee, dated as of February 11, 2015, by each of Vestis, Vestis IP, Acquisitions and the other parties thereto in favor of Pledgee (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guarantee");

WHEREAS, each Loan Party is a party to the Intellectual Property Security Agreement, dated as of February 11, 2015, by and among each Loan Party and Wells Fargo Bank, National Association, as Agent (the "Existing IP Security Agreement"); and

WHEREAS, in order to induce Agent and Lenders to continue to extend credit and provide other financial accommodations to Borrowers pursuant to the Loan Agreement, the Loan Parties have agreed to grant to Agent 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

As collateral security for the payment and performance of all of the Obligations, each Loan Party hereby grants (and reaffirms its prior grant) to Agent (for itself and on behalf of the Secured Parties) 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; (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 (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 (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 in subsections (a), (b) or (c), 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 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 Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the payment and performance of the Obligations and the Guaranteed Obligations (as defined in the Guarantee).

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Loan Party hereby represents, warrants and covenants with and to Agent and Lenders 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 that is registered or subject to an application ("Registered IP Collateral") is subsisting in full force and effect (subject to each Loan Party's right to abandon IP Collateral in accordance with Section 3(g) hereof), and is valid to the knowledge of the Loan Parties; and the Loan Parties own sole, full and clear title thereto subject to Permitted Liens, 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(g) hereof, the Loan Parties shall, at the Loan Parties' expense, perform all acts and execute all documents necessary to maintain the existence of the Registered 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

Registered 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) Permitted Liens, and (iii) the licenses and encumbrances described under Section 3(d) 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 Agent, except for Permitted Liens and as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent 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 Agent, 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 Agent to file one or more financing statements (or similar documents) with respect to the IP Collateral. Each Loan Party further authorizes Agent 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 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) Agent 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 Agent 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 Agent for any such payment of reasonable and documented fees, which payment shall be deemed an advance by Agent 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 Agent, the Loan Parties shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent 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 Agent.

(h) No Loan Party has abandoned any of the Registered IP Collateral, and no Loan Party will do any act, or omit to do any act, whereby any Registered 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 Registered IP Collateral that such Loan Party, in its reasonable business discretion, determines is of no material commercial value to its business. Each Loan Party shall notify Agent 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 Agent shall reasonably determine is necessary, to Agent 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 Agent'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(g) hereof.

(j) The Loan Parties assume all responsibility and liability arising from the use of the IP Collateral by the Loan Parties and the Loan Parties hereby indemnify and hold Agent harmless from and against any third party 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.

(k) The Loan Parties shall deliver to Agent all documents, instruments and other items as may be necessary for Agent 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, the Loan Parties acquire any new Registered IP Collateral, the Loan Parties shall give to Agent written notice thereof not later than the date that is the forty-fifth day after the end of the fiscal quarter in which such Registered IP Collateral, and this Agreement shall apply to any such Registered IP Collateral. Each Loan Party shall have the duty, with respect to Registered IP Collateral that is necessary in or material to the conduct of such Loan Party's business, to take all reasonable and necessary action, in such Loan Party's reasonable business judgment, to preserve and maintain all of such Registered IP Collateral, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability with regard to Trademarks that are still in use.

(l) To the extent not otherwise covered in clause (k) above, the Loan Parties, at their own cost, shall cooperate with Agent 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 Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to the Loan Parties except to the extent notice is expressly provided for hereunder or under the Loan Agreement:

(a) Agent may require, upon no less than five (5) days prior written notice 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 other than as required in the ordinary course of business. Agent 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 Agent by any Borrower or any Subsidiary or Affiliate of any Borrower or for such other reason as Agent may determine in its Permitted Discretion.

(b) Upon no less than five (5) days prior written notice to the Loan Parties, Agent may grant such license or licenses relating to the IP Collateral for such term or terms, on such conditions, and in such manner, as Agent 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, Agent 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. Agent shall have the power to buy the IP Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent 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, Agent 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(e) 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 Agent 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 reasonable attorneys' fees and legal expenses, which shall be applied in accordance with the terms of the Loan Agreement. The Loan Parties agree that Agent has no obligation to preserve rights to the IP Collateral against any other parties.

(e) Agent 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 Agent or to Agent'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 Agent to take any such action at any time. All of Agent'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 Agent in and to all IP Collateral owned or used by such Loan Party to the extent necessary to enable Agent, 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, Agent 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 foregoing collateral assignment and license shall not be effective as to any U.S. or foreign 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 Agent 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 Agent.

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 Agent 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 Agent 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. All capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms 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 each Loan Party contained in the Existing IP Security Agreement constitute legal, valid and binding obligations against it in accordance with their respective terms and no Loan Party has a 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 each Loan Party 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 each Loan Party 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.

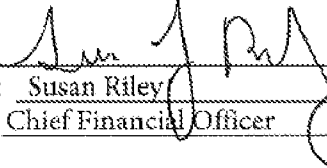
9. INTERCREDITOR AGREEMENT

Notwithstanding anything in the foregoing or elsewhere in this Agreement to the contrary, this Agreement is subject to the terms and conditions of the Intercreditor Agreement (as defined in the Loan Agreement), the terms of which are deemed to be incorporated herein. The Agent's rights to IP Collateral are subordinate, to the extent set forth in the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to such matters, the terms of the Intercreditor Agreement shall govern and control.

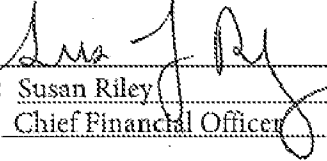
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

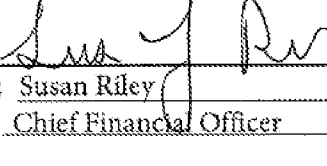
BOB'S STORES, LLC

By:   
Name: Susan Riley  
Title: Chief Financial Officer

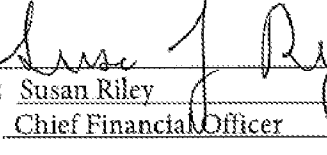
EASTERN MOUNTAIN SPORTS LLC

By:   
Name: Susan Riley  
Title: Chief Financial Officer

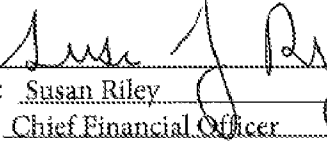
SPORT CHALET, LLC

By:   
Name: Susan Riley  
Title: Chief Financial Officer

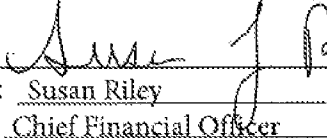
SPORT CHALET VALUE SERVICES, LLC

By:   
Name: Susan Riley  
Title: Chief Financial Officer

SPORT CHALET TEAM SALES, LLC

By:   
Name: Susan Riley  
Title: Chief Financial Officer

EMS OPERATING COMPANY, LLC

By:   
Name: Susan Riley  
Title: Chief Financial Officer

[Signature Page to First Amended and Restated Intellectual Property Security Agreement]

VESTIS RETAIL FINANCING, LLC

By: William R. Quinn  
Name: William R. Quinn  
Title: Authorized Person

VESTIS RETAIL GROUP, LLC

By: Susan Riley  
Name: Susan Riley  
Title: Chief Financial Officer

EMS ACQUISITION LLC

By: William R. Quinn  
Name: William R. Quinn  
Title: Authorized Person

VESTIS IP HOLDINGS, LLC

By: William R. Quinn  
Name: William R. Quinn  
Title: Authorized Person

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

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

[Signature Page to First Amended and Restated Intellectual Property Security Agreement]

VESTIS RETAIL FINANCING, LLC

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

VESTIS RETAIL GROUP, LLC

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

EMS ACQUISITION LLC

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

VESTIS IP HOLDINGS, LLC

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

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

By: T. Scoville  
Name: Tamar Scoville  
Title: Vice President

EXHIBIT A  
TO  
FIRST AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

The following trademarks and trademark applications have been assigned by each of the operating companies below to Vestis IP Holdings, LLC, which, in turn has licensed the right to use such Trademarks back to each respective operating company.

UNITED STATES TRADEMARKS

**Bob's**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
BCC	2851708	June 8, 2004	June 8, 2024
BCC BLUES	1874733	January 17, 1995	January 17, 2025
BCC KHAKIS	2802622	January 6, 2004	January 6, 2024
BEST OF BOB'S	3021017	November 29, 2005	November 29, 2015
BOB'S CLOTHING COMPANY EST. 1954	1938916	November 28, 1995	November 28, 2015
BOB'S STORES & Design	3319907	October 23, 2007	October 23, 2017
BOB'S STORES & Design	1531396	March 21, 1989	March 21, 2019
BOB'S STORES ALWAYS REWARDING & Design	4044117	October 25, 2011	October 25, 2021
D55 & Design	3952447	April 26, 2011	April 26, 2021
TONE ZONE & Design	3940506	April 5, 2011	April 5, 2021
Sunflower Design	3292040	September 11, 2007	September 11, 2017
DIVISION 55	3385979	February 19, 2008	February 19, 2018
ROSIE GLOW	3299671	September 25, 2007	September 25, 2017
RUGGED TRAILS	3805982	June 22, 2010	June 22, 2020

## EMS

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EASTERN MOUNTAIN SPORTS	1,398,955	June 24, 1986	June 24, 2016
EASTERN MOUNTAIN SPORTS	1,996,475	August 27, 1996	August 27, 2016
EASTERN MOUNTAIN SPORTS & Design of Mountain and Sun	3,011,752	November 1, 2005	November 1, 2015
EMS	2,065,313	May 27, 1997	May 27, 2017
EMS	2,117,180	December 2, 1997	December 2, 2017
EMS & Design of Mountain and Sun	2,952,447	May 17, 2005	May 17, 2015
EMS & Ice Axe Design	1,010,768	May 13, 1975	May 13, 2015
estrn mntn sprts & Design	3,514,259	October 7, 2008	October 7, 2018
NOR'EASTER POWERED BY EASTERN MOUNTAIN SPORTS & Design	3,901,911	January 4, 2011	January 4, 2017
NOR'EASTER POWERED BY EASTERN MOUNTAIN SPORTS & Design	3,901,910	January 4, 2011	January 4, 2017
estrn mntn sprts EASTERN MOUNTAIN SPORTS & Design	3,510,068	September 30, 2008	September 30, 2018
Mountain & Sun Logo	2,952,448	May 17, 2005	May 17, 2015
TECHWICK	2,832,531	April 13, 2004	April 13, 2024
TECHWICK	4,711,960	March 31, 2015	March 31, 2025
EASTERN MOUNTAIN SPORTS & Mountain and Sun Design	4,736,821	May 12, 2015	

## Sport Chalet

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date (Federal)</b>	<b>Renewal Date</b>
Sport Chalet Logo	1869465	December 27, 1994	December 27, 2024
Sport Chalet	1869466	December 27, 1994	December 27, 2024
Action Pass	3186743	December 19, 2006	December 19, 2016
Sportland	2153318	April 28, 1998	April 28, 2019 (with Declaration of Use due April 28, 2015)
Project Fifty Nine	3655253	July 14, 2009	July 14, 2019 (with Declaration of Use due July 14, 2015)



<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date (Federal)</b>	<b>Renewal Date</b>
Sport Chalet Divers	1869179	December 27, 1994	No later than June 27, 2015

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date (California)</b>	<b>Renewal Date</b>
Sport Chalet	36912	June 8, 1990	
Sport Chalet and Design	36911	June 8, 1990	
Sport Chalet and Design	36925	June 12, 1990	

The Borrowers have registered the following domain names:

1. sportchalet.com
2. signup.sportchalet.com
3. team.sportchalet.com
4. sportschalet.biz
5. sportschalet.com
6. sportchaletonline.com
7. e-mail-sportchalet.com
8. email.sportchalet.com
9. link-sportchalet.com
10. page-sportchalet.com
11. sportchaletonline.com
12. team-sportchalet.com

UNITED STATES TRADEMARK APPLICATIONS

**Bob's**

Trademark Application	Application/Serial Number	Application Date	Status
None			

**EMS**

Trademark Application	Application/Serial Number	Application Date	Status
EASTERN MOUNTAIN SPORTS & Mountain and Sun Design	86/002,457	July 3, 2013	pending

**Sport Chalet**

Trademark Application	Application/Serial Number	Application Date	Status
None			

INTERNATIONAL TRADEMARKS

**Bob's**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
BOB'S STORES	Canada	771956		

**EMS**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
EASTERN MOUNTAIN SPORTS	Canada	488,847	January 30, 1998	January 30, 1998
EMS	Canada	502,936	October 26, 1998	October 26, 2013
BERGELENE	Hong Kong	2775/1996	September 1, 1994	September 1, 2015
EASTERN MOUNTAIN SPORTS	Hong Kong	4851/1996	August 1, 1994	August 1, 2015
EMS	Hong Kong	10811/1996	August 1, 1994	August 1, 2015
EASTERN MOUNTAIN SPORTS	Japan	3,235,223	December 25, 1996	December 25, 2016
EASTERN MOUNTAIN SPORTS	Japan	3,268,623	March 12, 1997	March 12, 2017
EASTERN MOUNTAIN SPORTS	Japan	3,268,679	March 12, 1997	March 12, 2017
EASTERN MOUNTAIN SPORTS	Japan	3,316,730	May 30, 1997	May 30, 2017
EMS	Japan	4,157,315	June 19, 1998	June 19, 2018
BERGELENE	Korea	347,496	September 25, 1996	September 25, 2016
EASTERN MOUNTAIN SPORTS	Korea	331,083	January 11, 1996	January 11, 2016
EASTERN MOUNTAIN SPORTS	Korea	336,845	April 9, 1996	April 9, 2016
EASTERN MOUNTAIN SPORTS	Korea	343,613	July 24, 1996	July 24, 2016
EASTERN MOUNTAIN SPORTS	Korea	343,614	July 24, 1996	July 24, 2016
EMS	Korea	331,084	January 11, 1996	January 11, 2016
EMS	Korea	334,829	March 8, 1996	March 8, 2016
EMS	Korea	336,844	April 9, 1996	April 9, 2016
EMS	Korea	350,857	November 29, 1996	November 29, 2016
BERGELENE	Taiwan	686,457	August 1, 1995	August 1, 2015
EASTERN MOUNTAIN SPORTS	Taiwan	684,965	July 16, 1995	July 16, 2015
EMS	Taiwan	684,964	July 16, 1995	July 16, 2015

**Sport Chalet**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
None				

INTERNATIONAL TRADEMARK APPLICATIONS

**Bob's**

Trademark	Country	Application Number	Application Date	Status
None				

**EMS**

Trademark	Country	Application Number	Application Date	Status
EASTERN MOUNTAIN SPORTS	China	6917643	August 25, 2008	
EASTERN MOUNTAIN SPORTS	China	6917642	August 25, 2008	
EASTERN MOUNTAIN SPORTS	China	69176443	August 25, 2008	
TECHWICK	China	6917641	August 25, 2008	
TECHWICK	China	6917616	August 25, 2008	

**Sport Chalet**

Trademark	Country	Application Number	Application Date	Status
None				

## TRADEMARK LICENSES

Bob's, EMS and Sport Chalet license all trademarks and trademark applications listed in this Exhibit A from Vestis IP Holdings, LLC under Intellectual Property License Agreements, each dated January 30, 2015.

### **Bob's**

None

### **EMS**

Licenses and rights to use trademarks and intellectual property of the manufacturers of goods sold and advertised by Eastern Mountain Sports LLC in the ordinary course of business.

### **Sport Chalet**

None

LIST OF PATENTS AND PATENT APPLICATIONS

The following patent and patent applications have been assigned by each of the operating companies below to Vestis IP Holdings, LLC, which, in turn has licensed the right to use such patents back to each respective operating company.

PATENTS

**Bob's**

<b>Patent</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
None			

**EMS**

<b>Patent</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
None			

**Sport Chalet**

<b>Patent</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
None			

PATENT APPLICATIONS

**Bob's**

<b>Patent Applications</b>	<b>Application/Serial Number</b>	<b>Application Date</b>	<b>Status</b>
None			

**EMS**

<b>Patent Applications</b>	<b>Application/Serial Number</b>	<b>Application Date</b>	<b>Status</b>
None			

**Sport Chalet**

<b>Patent Applications</b>	<b>Application/Serial Number</b>	<b>Application Date</b>	<b>Status</b>
None			



## PATENT LICENSES

Bob's, EMS and Sport Chalet license all patents and patent applications listed in this Exhibit A from Vestis IP Holdings, LLC under Intellectual Property License Agreements, each dated January 30, 2015.

### **Bob's**

None

### **EMS**

None

### **Sport Chalet**

None

## LIST OF COPYRIGHTS AND COPYRIGHT APPLICATIONS

The following copyrights and copyright applications have been assigned by each of the operating companies below to Vestis IP Holdings, LLC, which, in turn has licensed the right to use such copyrights back to each respective operating company.

### COPYRIGHTS

#### Bob's

Name	Full Title	Copyright Number	Date
None			

#### EMS

Name	Full Title	Copyright Number	Date
Eastern Mountain Sports, Inc. Ziegler, Katy	Ski touring guide to New England/edited by Katey Ziegler	TX0000454201	1979
Eastern Mountain Sports, Inc.	[Eastern Mountain Sports' B L T flyer]	TX0000830578	1981
Eastern Mountain Sports, Inc. Furst, Roger	EMS: Catalog/Eastern Mountain Sports, Inc.; editor, Roger Furst... et al.	CSN0016156	1979
Eastern Mountain Sports, Inc. Furst, Roger	EMS: Catalog/Eastern Mountain Sports, Inc.; editor, Roger Furst... et al.	CSN0020688	1979
Eastern Mountain Sports, Inc. Furst, Roger	EMS: Catalog/Eastern Mountain Sports, Inc.; editor, Roger Furst... et al.	CSN0016156	1978
Eastern Mountain Sports, Inc. EMS	EMS: Catalog/Eastern Mountain Sports, Inc.; [written by the people at EMS]	CSN0020688	1982
Eastern Mountain Sports, Inc. EMS	EMS: Catalog/Eastern Mountain Sports, Inc.; [written by the people at EMS]	CSN0020688	1981
Eastern Mountain Sports, Inc. EMS	EMS: Catalog/Eastern Mountain Sports, Inc.; [written by the people at EMS]	CSN0020688	1980
Eastern Mountain Sports, Inc. EMS Acquisition Corporation [Vestis Retail Financing LLC]	EMS: Catalog (spring-summer 1978) & 14 other titles*	V3520D651	2005
Eastern Mountain Sports, Inc.	The EMS holiday gift guide: \$5 discount coupon inside	TX0000813912	1981
Eastern Mountain Sports, Inc.	The EMS holiday gift guide: our most popular parka and no wonder!	TX0000813911	1981

\*Titles listed in V3520D651

<b>Title</b>	<b>Copyright Number</b>
EMS : catalog / Eastern Mountain Sports, Inc. ; editor, Roger Furst ... et al.].	TX 202-011
EMS : catalog / Eastern Mountain Sports, Inc. ; editor, Roger Furst ... et al.].	TX 203-825
EMS. : catalog / Eastern Mountain Sports, Inc. ; editor, Roger Furst ... et al.].	TX 302-579
EMS. : catalog / Eastern Mountain Sports, Inc. ; editor, Roger Furst ... et al.].	TX 320-332
EMS. : catalog / Eastern Mountain Sports, Inc. ; [written by the people at E M S].	TX 431-665
EMS. : catalog / Eastern Mountain Sports, Inc. ; [written by the people at E M S].	TX 555-951
EMS. : catalog / Eastern Mountain Sports, Inc. ; [written by the people at E M S].	TX 543-951
EMS. : catalog / Eastern Mountain Sports, Inc. ; [written by the people at E M S].	TX 546-313
EMS. : catalog / Eastern Mountain Sports, Inc. ; [written by the people at E M S].	TX 809-731
EMS. : catalog / Eastern Mountain Sports, Inc. ; [written by the people at E M S].	TX 874-323
EMS. : catalog / Eastern Mountain Sports, Inc. ; [written by the people at E M S].	TX 928-371
[Eastern Mountain Sports' B L T flyer]	TX 830-578
Ski touring guide to New England/ edited by Katey Ziegler	TX 454-201
The EMS holiday gift guide: our most popular parka and no wonder!	TX 813-911
The EMS holiday gift guide: \$5 discount coupon inside	TX 813-912

**Sport Chalet**

<b>Name</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
None			

COPYRIGHT APPLICATIONS

**Bob's**

Copyright Applications	Application/Serial Number	Application Date	Status
None			

**EMS**

Copyright Applications	Application/Serial Number	Application Date	Status
None			

**Sport Chalet**

Copyright Applications	Application/Serial Number	Application Date	Status
None			

## COPYRIGHT LICENSES

Bob's, EMS and Sport Chalet license all copyrights and copyright applications listed in this Exhibit A from Vestis IP Holdings, LLC under Intellectual Property License Agreements, each dated January 30, 2015.

### **Bob's**

None

### **EMS**

None

### **Sport Chalet**

None

EXHIBIT B  
TO  
FIRST AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

LIST OF LICENSES GRANTED TO THIRD PARTIES AND ENCUMBRANCES

Bob's, EMS and Sport Chalet license all trademarks, trademark applications, patents, patent applications, copyrights and copyright applications listed in this Exhibit A from Vestis IP Holdings, LLC under Intellectual Property License Agreements, each dated January 30, 2015.

**Bob's**

None

**EMS**

None

**Sport Chalet**

None

EXHIBIT C  
TO  
FIRST AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF )  
 ) ss.:  
COUNTY OF )

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned (each a “Loan Party” and, collectively, the “Loan Parties”), hereby appoints and constitutes, severally, WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as agent under the Agreement (as defined below) (the “Agent”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Agent, in its Permitted Discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of such Loan Party in and to any IP Collateral and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its Permitted Discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

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This Power of Attorney is made pursuant to the First Amended and Restated Intellectual Property Security Agreement, dated of even date herewith, among each Loan Party and Lender (the "Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until Payment in Full of all Obligations (as such terms are defined in the Agreement).

Dated: \_\_\_\_\_, 2015

BOB'S STORES, LLC

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

EASTERN MOUNTAIN SPORTS LLC

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

SPORT CHALET, LLC

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

SPORT CHALET VALUE SERVICES, LLC

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

SPORT CHALET TEAM SALES, LLC

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

EMS OPERATING COMPANY, LLC

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

[Signature Page to Power of Attorney for First Amended and Restated Intellectual Property Security Agreement]



VESTIS RETAIL FINANCING, LLC

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

VESTIS RETAIL GROUP, LLC

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

EMS ACQUISITION LLC

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

VESTIS IP HOLDINGS, LLC

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

[Signature Page to Power of Attorney for First Amended and Restated Intellectual Property  
Security Agreement]

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