OP \$1365.00 341297

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM370947

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Woolrich Inc.		01/21/2016	CORPORATION: PENNSYLVANIA
John Rich & Sons Investment Holding Co.		01/21/2016	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo, National Association	
Street Address:	One South Broad Street	
Internal Address:	MAC: Y13 75-031	
City:	Philadelphia	
State/Country:	PENNSYLVANIA	
Postal Code:	19107	
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES	

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	3412976	WOOLRICH WOOLEN MILLS WOOLRICH,
Registration Number:	3410570	WOOLRICH WOOLEN MILLS WOOLRICH,
Registration Number:	3807413	WOOLRICH JOHN RICH & BROS.
Registration Number:	4291602	THE ORIGINAL OUTDOOR CLOTHING COMPANY WO
Registration Number:	4216258	THE ORIGINAL OUTDOOR CLOTHING COMPANY WO
Registration Number:	4698064	THE ORIGINAL OUTDOOR CLOTHING COMPANY WO
Registration Number:	2082453	HYDROMAX 2100
Registration Number:	3313484	
Registration Number:	3541647	
Registration Number:	4658862	
Registration Number:	3304466	
Registration Number:	3413440	
Registration Number:	3127991	
Registration Number:	3314216	
Registration Number:	3313485	
Registration Number:	3313486	
		TDADEMADIA

TRADEMARK

900352077 REEL: 005718 FRAME: 0434

Property Type	Number	Word Mark		
Registration Number:	3313487			
Registration Number:	3313488			
Registration Number:	3127847			
Registration Number:	3127848			
Registration Number:	3313489			
Registration Number:	3319567			
Registration Number:	3127849			
Registration Number:	3949933	WOOLRICH		
Registration Number:	0903049	MALONE PANTS		
Registration Number:	2624998	TECHNOWOOL		
Registration Number:	2821096	THE ORIGINAL OUTDOOR CLOTHING COMPANY		
Registration Number:	3615066	THE ORIGINAL OUTDOOR CLOTHING COMPANY		
Registration Number:	3632725	THE TETON GROUP		
Registration Number:	2901777	WOOLRICH		
Registration Number:	1617668	WOOLRICH		
Registration Number:	1404128	WOOLRICH		
Registration Number:	1256425	WOOLRICH		
Registration Number:	2428744	WOOLRICH		
Registration Number:	4598004	WOOLRICH		
Registration Number:	3972885	WOOLRICH JOHN RICH & BROS.		
Registration Number:	4036067	WOOLRICH		
Registration Number:	4512185	WOOLRICH		
Registration Number:	4221987	WOOLRICH		
Registration Number:	1748588	WOOLRICH		
Registration Number:	4358690	WOVEN TRUE. THEN AND NOW.		
Registration Number:	4512186	WOVEN TRUE. THEN AND NOW.		
Serial Number:	86210016	THE ORIGINAL OUTDOOR CLOTHING COMPANY WO		
Serial Number:	86694147	THE ORIGINAL OUTDOOR CLOTHING COMPANY WO		
Serial Number:	86816944	THE ORIGINAL OUTDOOR CLOTHING COMPANY WO		
Serial Number:	86977910	THE ORIGINAL OUTDOOR CLOTHING COMPANY WO		
Serial Number:	86592462	PARKA LIFE		
Serial Number:	85841930	PENN-RICH		
Serial Number:	86264882	PENNSYLVANIA TUXEDO		
Serial Number:	86503597	· SPORTSMAN'S COLLECTION · WOOLRICH		
Serial Number:	86853400	WOOL-LOFT		
Serial Number:	86721456	WOOLRICH		
Serial Number:	86721465	WOOLRICH		
Serial Number:	85932816	WOOLRICH		

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 107337-01001	
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	01/28/2016

Total Attachments: 24

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 21, 2016, by and among WOOLRICH, INC., a Pennsylvania corporation ("Woolrich"), JOHN RICH & SONS INVESTMENT HOLDING COMPANY, a Delaware corporation ("IRS" and together with Woolrich and such other Persons, other than Woolcan Inc., joined to the Credit Agreement (as defined below) as a borrower from time to time, collectively, the "Grantors" and each is individually referred to herein as a "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Agent") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Amended and Restated Credit and Security Agreement, dated as of even date herewith (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Grantors and Woolcan Inc., as borrowers, Wells Fargo Capital Finance Corporation Canada and the other financial institutions party thereto from time to time, as lenders (collectively, the "Lenders") and Agent, pursuant to which the Lenders have agreed to make loans and other financial accommodations to the Grantors upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the obligations of the Lenders to make loans is conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor grants to the Agent, for the benefit of the Lenders, a security interest in and to the IP Collateral (as defined herein), in order to secure the Obligations.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Agent hereby agree as follows:

SECTION L. Definitions.

- Code as in effect from time to time in the Commonwealth of Pennsylvania; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Pennsylvania, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.
- 1.2 <u>Definition of Certain Terms Used Herein</u>. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Collateral" shall have the meaning assigned to such term in the Credit Agreement.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Grantor" and "Grantors" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 of this Agreement.

"IP Collateral" shall have the meaning assigned to such term in Section 2 of this Agreement.

"Lender" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"<u>Licenses</u>" shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

"Patents" shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT** C annexed hereto and made a part hereof.

1.3 <u>Rules of Interpretation.</u> The rules of interpretation specified in paragraph (d) of Schedule 1.1 to the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest (as defined in the Credit Agreement) granted by each of the Grantors to the Agent under the Credit Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Agent, for the benefit of the Lenders, a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses:
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any

of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

- (g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;
- (i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and
- (j) All of the Grantors' rights corresponding to any of the foregoing throughout the world.
- SECTION 3. <u>Protection of Intellectual Property By Grantors</u>. Except as set forth below in this Section 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f), and (g) (collectively, the "<u>Intellectual Property</u>"):
 - (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property that is necessary to the conduct of Grantors' business and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property.
 - (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except to the extent any item of Intellectual Property is no longer necessary to the conduct of Grantors' business.
 - (c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
 - (d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.
- SECTION 4. <u>Grantors' Representations and Warranties</u>. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

- (a) **EXHIBIT A** is a true, correct and complete list as of the Closing Date of all registered United States Copyrights owned by such Grantor, applications of such Grantor for registered United States Copyrights and all Copyright Licenses to which such Grantor is a party as of the date hereof (other than commercially available off the shelf computer programs, products or applications).
- (b) **EXHIBIT B** is a true, correct and complete list as of the Closing Date of all registered United States Patents owned by such Grantor, applications of such Grantor for registered United States Patents and all Patent Licenses to which such Grantor is a party as of the date hereof.
- (c) **EXHIBIT** C is a true, correct and complete list as of the Closing Date of all registered United States Trademarks owned by such Grantor, applications of such Grantor for registered United States Trademarks and all Trademark Licenses to which such Grantor is a party as of the date hereof.
- (d) Except as set forth in EXHIBITS A, B and C, as of the Closing Date none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.
- (e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.
- (f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to result in a Material Adverse Change. The use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any respect that could reasonably be expected to result in a Material Adverse Change. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to result in a Material Adverse Change.
- (g) Such Grantor shall give the Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:
 - (i) Such Grantor's obtaining rights to, or acquiring ownership of, any new Intellectual Property or filing applications for registration of any new Intellectual Property (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

- (ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).
- (iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).
- (iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in Section 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii) and (iv) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Agent an updated **EXHIBIT A**, **B**, and/or **C** (as applicable) to this Agreement and hereby authorizes the Agent to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5(b); provided, however, that absent the occurrence and continuance of any Event of Default, Grantor shall only be required to provide such updates on a monthly basis in connection with delivery of a Compliance Certificate with respect to the applicable month.
- (b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

- SECTION 6. <u>Grantors' Rights To Enforce Intellectual Property</u>. So long as no Event of Default exists, the Grantors shall have the exclusive right, in their commercially reasonable business judgment, to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, <u>provided</u>, <u>however</u>, that:
 - (a) The Grantors provide the Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to result in a Material Adverse Change.
 - (b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.
 - (c) Upon the occurrence and during the continuance of any Event of Default, the Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this Section 6.

SECTION 7. Agent's Actions To Protect Intellectual Property. In the event of

- (a) any Grantor's failure to perform or observe any of such Grantor's covenants, agreements or other obligations hereunder; and/or
 - (b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies under this Agreement and the other Loan Documents, the Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the Commonwealth of Pennsylvania with respect to the Intellectual Property, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies. Upon the occurrence and during the continuance of an Event of Default, the use by the Agent of all Patents, Trademarks, Copyrights, Licenses and other Intellectual Property shall be worldwide and without any liability for royalties or other related charges from the Agent to the Grantors.

SECTION 9. Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Agent (and all officers, employees or agents designated by the Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Agent shall have

the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Agent:

- (i) To supplement and amend from time to time EXHIBITS A, B and C of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.
- (ii) Following the occurrence and during the continuance of an Event of Default, to exercise any of the rights and powers referenced herein.
- (iii) Following the occurrence and during the continuance of an Event of Default, to execute all such instruments, documents, and papers as the Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable law and by contract.
- (b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Agent.
- (c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Agent.

SECTION 10. Agent's Rights. Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and the Credit Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the PTO and the 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 (as defined in the Credit Agreement) granted to the Agent under the Credit Agreement. All provisions of the Credit Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Credit Agreement, the

terms of this Agreement shall control with respect to the IP Collateral and the terms of the Credit Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. <u>Continuing Agreement</u>. This Agreement is a continuing agreement and shall continue in effect and be binding upon each of the Grantors until payment and performance in full, in cash, of the Obligations.

SECTION 14. <u>Choice of Laws</u>. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Pennsylvania.

SECTION 15. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 16. <u>Headings</u>. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

ISIGNATURE PAGES FOLLOW!

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Amended and Restated Intellectual Property Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

WOOLRICH, INC.

By: Wast Deak
Name: Nicholas P./Brayton

Title: President

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CLINTON

On this 20thof January 2016, before me personally appeared Nicholas P. Brayton, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Woolrich, Inc., a Pennsylvania corporation, that he signed the Intellectual Property Security Agreement pursuant to the authority vested in him by law; that the within Intellectual Property Security Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

eomy ruenc (

My Commission Expires January 19, 2018

COMMONWEALTH OF PENHSYLVANIA

Notarial Seal Doris J. Brungart, Notary Public Pine Creek Twp., Clinton County My Commission Expires Jan. 19, 2018

MENBER, PENNSYLVANIA ASSOCIATION OF NOTABLES

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

JOHN RICH & SONS INVESTMENT

Narde: Pamela A. Jaskinski

Title! President

UNITED STATES OF AMERICA:

STATE OF DELAWARE

SS

COUNTY OF NIEW CASTLL

On this \mathcal{L} of \mathcal{L}_{AUAEY} degree before me personally appeared Pamela A. Iasinski, to me known and being duly sworn, deposes and says that she is authorized to sign on behalf of John Rich & Sons Investment Holding Company, a Delaware corporation, that she signed the Intellectual Property Security Agreement pursuant to the authority vested in her by law; that the within Intellectual Property Security Agreement is the voluntary act of such company; and she desires the same to be recorded as such.

My Commission Expires

7/14/2018

ISIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

AGENT:

WELLS FARGO BANK, NATIONAL

ASSOCIATION

Name: Phyabeth D. Morris

Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY | SECURITY AGREEMENT]

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Copyright Licenses

Work Title	Registration No.	Registration Year
Woolrich 2008 Winding Ridge 90116 Den - Denim W/Leaf Embroidery.	VA0001664004	2007
Woolrich 2008 Pinewood II Faux Suede & Faux Leather 90114 Brn - Brown W/Appliques.	VA0001695844	2007
Woolrich 2008 Timber Mountain Jacquard Wool 92453 Ber - Red Black Bear.	VA0001664002	2007
Woolrich 2008 timber mountain jacquard wool 92453 out - outdoors.	VA0001664000	2007
Woolrich 2008 twin rock II high low faux fur 75025 pcn - pinecones.	VA0001696049	2007
Woolrich 2008 twin rock II high low faux fur 90123 out - outdoors.	VA0001696052	2007
WOOLRICH 2008 Twin Rock II High Low Faux Fur 90124 Act - Acorn Leaves W/Border.	VA0001696045	2007
Woolrich 2008 Twin Rock II High Low Faux Fur 90125 Lfb - Leaf Blocks.	VA0001696047	2007
Woolrich 2008 Maple Ridge Cascade Berber 90600 Car- Cardinal/Snowflake.	VA0001695847	2007
Woolrich 2008 Maple Ridge Cascade Berber 90600 Der - Deer/Eagle/Snowflake.	VA0001696027	2007
Woolrich 2008 Maple Ridge Cascade Berber 90600 Fis-Fish.	VA0001695851	2007
Woolrich 2008 Maple Ridge Cascade Berber 90600 Lef - Leaf.	VA0001696024	2007
Woolrich 2008 Maple Ridge Cascade Berber 90600 Msb - Mustang Southwest.	VA0001696034	2007
Woolrich 2008 Pennland Faux Fur 90119 Wdl - Wildlife.	VA0001664006	2007
Woolrich 2008 Pinewood 11 Faux Suede & Faux Leather 75024 Lef - Leaf Appliques.	VA0001689538	2007
WOOLRICH 2008 BIRCH HOLLOW PRINTED DENIM 90118 DEN - DENIM W/PRINTED LEAF.	VA0001664003	2007
Woolrich 2008 Cedar Run II High Low Berber 90128 Fml - Fish/Mountains/Lures.	VA0001696036	2007
Woolrich 2008 Cedar Run II High Low Berber 90129 Cpt - Caribou / Dogsled.	VA0001696040	2007
Woolrich 2008 Cedar Run II High Low Berber 90130 Bdg - Bird Dogs/Ducks.	VA0001696044	2007
Woolrich 2008 Cedar Run II High Low Berber 90131 Ode ~ Deer/Cabin/Snowflakes.	VA0001696043	2007
Woolrich 2008 Maple Grove Faux Leather 90101 Pcn - Pinecone.	VA0001664005	2007
Woolrich 2008 Maple Ridge Cascade Berber 90600 Bep - Bear Geometric.	VA0001696030	2007
Woolrich High-Low Faux Fur 2007 Twin Rock II Leaves With	VA0001389460	2006

Work Title	Registration No.	Registration Year
Buffalo Plaid: No. 90106LVS.		
Woolrich High-Low Faux Fur 2007 Twin Rock II Patchwork Foliage: No. 90106PWK.	VA0001389459	2006
Woolrich High-Low Faux Fur 2007 Twin Rock II Pinecones: No. 90106PCN.	VA0001389458	2006
Woolrich Jacquard Wool 2007 Timber Mountain Caribou Print: No. 92453 CPT.	VA0001390678	2006
Woolrich Jacquard Wool 2007 Timber Mountain Woodland: No. 92453 WOD.	VA0001390679	2006
Woolrich Cascade Berber.	VA0001395187	2006
Woolrich Cascade Berber.	VA0001395188	2006
Woolrich Cascade Berber.	VA0001395189	2006
Woolrich High-Low Berber 2007 Cedar Run II Bear Snowflake : No. 90110 BB1.	VA0001390669	2006
Woolrich High-Low Berber 2007 Cedar Run II Deer Snowflake: No. 90110 DER.	VA0001390670	2006
Woolrich High-Low Berber 2007 Cedar Run II Fly Fishing: No. 90110 FYF.	VA0001390671	2006
Woolrich High-Low Faux Fur 2006 Twin Rock II Autumn Leaves: No. 90106 LEA.	VA0001390675	2006
Woolrich High-Low Berber 2006 Cedar Run Dog Puppy: No. 90500OL2.	VA0001389461	2005
Woolrich High-Low Berber 2006 Cedar Run Moose Tree; No. 90500M01.	VA0001389462	2005
Woolrich High-Low Berber 2006 Cedar Run Mustang Southwest: No. 90500MSB.	VA0001389463	2005
Woolrich High-Low Faux Fur 2006 Twin Rock II Falling Leaves With Border: No. 90106 OAK.	VA0001390676	2005
Woolrich Jacquard Wool.	VA0001395190	2005
Woolrich Jacquard Wool.	VA0001395191	2005
Camouflage Pattern.	VA0001286392	2004
Woolrich Cascade Berber 2004, Maple Ridge Khaki Wildlife: No. 90600.	VA0001382888	2004
Woolrich High-Low Berber 2005 Cedar Run Bear Mountain: No. 90500 BB1.	VA0001390674	2004
Woolrich High-Low Berber 2005 Cedar Run Wildlife Checkerboard : No. 90500 WLD.	VA0001390673	2004
Woolrich High-Low Faux Fur 2005 Twin Rock Leaf With Border: No. 970001 LEF.	VA0001390672	2004
Claret C14 : No. 057901.	VA0000634334	1994
Claret C14 : No. 057903.	VA0000634332	1994
Gray G72 : No. 857902.	VA0000634333	1994
Oatmeal : No. 057903, O06.	VA0000619039	1993
Oatmeal: No. 057903, O14.	VA0000619037	1993
Of Blue: No. 057902, O09.	VA0000619040	1993
057901-Boston Blue : No. B72.	VA0000635789	1993

Work Title	Registration No.	Registration Year	
057901Sandstone: No. S48.	VA0000635790	1993	
057902Mint : No. M16.	VA0000635791	1993	
057902Moss : No. M30.	VA0000635792	1993	
057902-Navy : No. N02.	VA0000635793	1993	
Dartmouth: No. 057901, D51.	VA0000619036	1993	
Multi : No. 057901, M15.	VA0000619038	1993	
T-16.	VA0000539857	1992	
A-32.	VA0000539863	1992	
B-15.	VA0000539858	1992	
G-72.	VA0000539862	1992	
184.	VA0000539841	1992	
N-02.	VA0000539860	1992	
N-12.	VA0000539859	1992	
R.01	VA0000539861	1992	

EXHIBIT B

List of Patents and Patent Licenses

Patent Registrations and Patent Licenses

None.

EXHIBIT C

List of Trademarks

Applicant	Trademark	App. No.	Reg. No.	Reg. Date	Country
JRS	Black Label Mark	78746141	3412976	4/15/2008	US
JRS	Black Label Mark	78746148	3410570	4/08/2008	US
JRS	Blue Label Mark	77036329	3807413	6/22/2010	US
JRS	Green Label 2 Mark	85646707	4291602	2/19/2013	US
JRS	Green Label 2 Mark	86210016			US
JRS	Green Label 2 Mark	86694147			US
JRS	Green Label 2 Mark	86816944			US
JRS	Green Label 2 Mark	86977910			US
JRS	Green Label Mark	85226431	4216258	10/02/2012	US
JRS	Green Label Mark EST. 1830	86021116	4698064	3/10/2015	US
JRS	HYDROMAX 2100	75072124	2082453	7/22/1997	US
JRS	Icon	78482530	3313484	10/16/2007	US
JRS	Icon	77412502	3541647	12/02/2008	US
JRS	Icon	86255918	4658862	12/23/2014	US
JRS	Icon - Color	78845105	3304466	10/02/2007	US
JRS	Icon - Color	78947642	3413440	4/15/2008	US
JRS	Icon - Color	78528431	3127991	8/08/2006	US
JRS	Icon - Color	78788892	3314216	10/16/2007	US
JRS	Icon - Color	78482570	3313485	10/16/2007	US
JRS	Icon - Color	78482588	3313486	10/16/2007	US
JRS	Icon - Color	78482597	3313487	10/16/2007	US
JRS	Icon - Color	78482605	3313488	10/16/2007	US
JRS	Icon - Color	78482617	3127847	8/08/2006	US
JRS		78482626	3127848	8/08/2006	US
	Icon - Color				
JRS	Icon - Color	78482635 78482643	3313489	10/16/2007	US
JRS	Icon - Color		3319567	10/23/2007	US
JRS	Icon - Color	78482664	3127849	8/08/2006	US
JRS TRS	Icon/WOOLRICH - Color	77952067	3949933	4/26/2011	US
JRS TDG	MALONE PANTS	72332877	0903049	11/24/1970	US
JRS TRG	PARKA LIFE	86592462			US
JRS TRG	PENN-RICH	85841930			US
JRS	PENNSYLVANIA TUXEDO	86264882			US
JRS	SPORTSMAN'S	86503597			US
	COLLECTION WOOLRICH				
TD 0	Logo	5 000005	2624000	0/04/0000	110
JRS	TECHNOWOOL	78039327	2624998	9/24/2002	US
JRS	THE ORIGINAL OUTDOOR CLOTHING COMPANY	78106184	2821096	3/09/2004	US
JRS	THE ORIGINAL OUTDOOR	777522452	3615066	5/05/2009	US
113	CLOTHING COMPANY	111322432	3013000	3/03/2007	0.5
JRS	THE TETON GROUP	77439890	3632725	6/02/2009	US
JRS	WOOL-LOFT	86853400	3032723	0/02/2009	US
JRS	WOOLFICH	78318378	2901777	11/09/2004	US
JRS JRS				10/16/1990	US
	WOOLRICH	74012381	1617668		
JRS DC	WOOLRICH	73544203	1404128	8/05/1986	US
JRS	WOOLRICH	73382165	1256425	11/01/1983	US
JRS	WOOLRICH	75543903	2428744	2/13/2001	US
JRS	WOOLRICH	85825386	4598004	9/02/2014	US

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Applicant	Trademark	App. No.	Reg. No.	Reg. Date	Country
JRS	WOOLRICH	86721456			US
JRS	WOOLRICH	86721465			US
JRS	WOOLRICH JOHN RICH &	85011899	3972885	6/07/2011	US
	BROS				
JRS	WOOLRICH Script	85092544	4036067	10/04/2011	US
JRS	WOOLRICH Script	85837824	4512185	4/08/2014	US
JRS	WOOLRICH Script	85932816			US
JRS	WOOLRICH Script	85581946	4221987	10/09/2012	US
JRS	WOOLRICH Script and	74116376	1748588	1/26/1993	US
	Sheep design				
JRS	WOOLRICH Script and	86503567			US
	Sheep design				
JRS	WOVEN TRUE. THEN AND NOW	85458205	4358690	6/25/2013	US
JRS	WOVEN TRUE. THEN AND	85837851	4512186	4/08/2014	US
	NOW.			"""	
JRS	Black Label Mark	26621	30658	2/21/2012	Andorra
JRS	Blue Label Mark	26620	30657	2/21/2012	Andorra
JRS	Black Label Mark	1149596	1149596	8/20/2007	Australia
JRS	Black Label Mark	1149599	1149599	8/20/2007	Australia
JRS	WOOLRICH EST. 1830 THE	954446	954446	5/16/2003	Australia
	ORIGINAL OUTDOOR				
	CLOTHING COMPANY				
JRS	WOOLRICH JOHN RICH	797367	797367	6/17/1999	Australia
	AND BROS.				
JRS	WOOLRICH JOHN RICH	283698	177033	7/28/2008	Austria
	AND BROS.				
JRS	WOOLRICH	103891			Bahrain
JRS	WOOLRICH JOHN RICH AND BROS.	915348	0636421	4/29/2008	Benelux
JRS	WOOLRICH	819 319 937	819 319 937	12/29/2008	Brazil
JRS	ARCTIC INSULATION	1129677	TMA601701	2/09/2004	Canada
JRS	Black Label Mark	1322263	TMA750252	10/14/2009	Canada
JRS	Blue Label Mark	1019391	TMA543322	4/02/2001	Canada
JRS	Green Label Mark	1512710	TMA867644	12/18/2013	Canada
JRS	Green Label Mark EST. 1830	1636985	TMA889232	11/03/2014	Canada
JRS	Green Label Mark EST. 1830	1640145	TMA889236	11/03/2014	Canada
JRS	Green Label Mark EST. 1830	1610287			Canada
JRS	Green Label 2 Mark	1737521			Canada
JRS	HOME AND OUTDOOR	1112697	TMA586430	8/01/2003	Canada
	LIVING				
JRS	Icon	1673500			Canada
JRS	Icon	1393607	TMA746326	8/26/2009	Canada
JRS	Icon	1407098	TMA 776009	9/01/2010	Canada
JRS	Icon - Color	1285696	TMA710494	3/31/2008	Canada
JRS	Icon - Color	1230475	TMA720103	7/31/2008	Canada
JRS	Icon - Color	1230484	TMA710053	3/20/2008	Canada
JRS	Icon - Color	1230530	TMA688953	6/04/2007	Canada
JRS	Icon - Color	1230531	TMA688954	6/04/2007	Canada
JRS	Icon - Color	1230493	TMA714790	5/21/2008	Canada
JRS	Icon - Color	1230532	TMA718272	7/09/2008	Canada
JRS	Icon - Color	1231907	TMA693378	8/02/2007	Canada
JRS	Icon - Color	1239665	TMA681399	2/07/2007	Canada

Applicant	Trademark	App. No.	Reg. No.	Reg. Date	Country
JRS	Icon/WOOLRICH	1419640	TMA824238	5/16/2012	Canada
JRS	Icon/WOOLRICH - Color	1407099	TMA807688	9/27/2011	Canada
JRS	PARKA LIFE				Canada
JRS	SPORTSMAN'S	1710965			Canada
	COLLECTION WOOLRICH				
	Logo				
JRS	TECHNOWOOL	1156952	TMA602036	2/12/2004	Canada
JRS	THE ORIGINAL OUTDOOR	1144805	TMA621161	9/30/2004	Canada
	CLOTHING COMPANY				
JRS	WOOLRICH	896175	TMA553827	11/15/2001	Canada
JRS	WOOLRICH	1167690	TMA698031	10/09/2007	Canada
JRS	WOOLRICH	1189678	TMA712013	4/16/2008	Canada
JRS	WOOLRICH	1262743	TMA670187	8/17/2006	Canada
JRS	WOOLRICH	1267581	TMA684090	3/20/2007	Canada
JRS	WOOLRICH	1232969	TMA698223	10/11/2007	Canada
JRS	WOOLRICH	1284867	TMA729912	12/02/2008	Canada
JRS	WOOLRICH	1610289			Canada
JRS	WOOLRICH	1737515			Canada
JRS	WOOLRICH EXPLORER	1354054	TMA732230	1/13/2009	Canada
JRS	WOOLRICH JOHN RICH	1076125	TMA573410	1/10/2003	Canada
	AND BROS. EST 1830 and				
	design				
JRS	WOOLRICH Script	1627850			Canada
JRS	WOOLRICH Script	1612725	TMA873795	3/19/2014	Canada
JRS	WOOLRICH Script	1572115	TMA851684	5/27/2013	Canada
JRS	WOOLRICH Script and	1710092			Canada
	Sheep design				
JRS	WOOLRICH Script/Plaid	896174	TMA562754	5/29/2002	Canada
JRS	WOVEN TRUE. THEN AND	1549764	TMA889776	10/27/2014	Canada
	NOW				
JRS	WOVEN TRUE. THEN AND	1612720	TMA871754	2/20/2014	Canada
	NOW.				
JRS	WOOLRICH JOHN RICH	996294	960300	3/19/2002	Chile
	AND BROS. EST 1830				
	ORIGINAL				
	OUTDOORWEAR and				
	Design			4/24/2040	
JRS	Black Label Mark	5750841	5750841	1/21/2010	China
JRS	Black Label Mark	5750840	5750840	12/21/2013	China
JRS	Green Label Mark	9113451	9113451	1/27/2014	China
JRS	Icon	8748325	8748325	10/28/2011	China
JRS	Icon	8748326	8748326	10/28/2011	China
JRS	Icon	8748324	8748324	10/28/2011	China
JRS	Icon	8748322	8748322	10/28/2011	China
JRS	Icon	8748323	8748323	10/28/2011	China
JRS	Icon	8748328	8748328	11/28/2011	China
JRS	Icon	8748329	8748329	10/28/2011	China
JRS	Icon	8748330	8748330	11/07/2011	China
JRS	WOOLEN MILLS	5764670	5764670	12/21/2009	China
JRS	WOOLRICH	11850195	11850195	5/21/2014	China
JRS	WOOLRICH	970100095	1246831	2/14/1999	China
JRS	WOOLRICH	970100094	1224399	11/21/1998	China
JRS	WOOLRICH	3460562	3460562	8/28/2004	China

Applicant	Trademark	App. No.	Reg. No.	Reg. Date	Country
JRS	WOOLRICH	3460560	3460560	8/21/2004	China
JRS	WOOLRICH	3460561	3460561	9/14/2004	China
JRS	WOOLRICH	3460559	3460559	11/28/2004	China
JRS	WOOLRICH	3460558	3460558	1/21/2005	China
JRS	WOOLRICH	3460557	3460557	01/07/2008	China
JRS	WOOLRICH JOHN RICH & BROS.	4612550	4612550	5/21/2009	China
JRS	WOOLRICH/Transliteration	4529417	4529417	11/28/2008	China
JRS	Blue Label Mark	358114	271982	8/09/2005	Czech Republic
JRS	Blue Label Mark	VA200302743	VR200303467	10/16/2003	Denmark
JRS	Blue Label Mark	VA 1999 02510	VR200000311	1/17/2000	Denmark
JRS	WOOLRICH	85164	85164	8/15/1996	Dominican Republic
JRS	Blue Label Mark	EE M2004 01271	EE41698	9/27/2005	Estonia
JRS	Black Label Mark - Color	004699021	004699021	12/13/2006	European Community
JRS	Black Label Mark - Color	10620111	010620111	7/03/2012	European Community
JRS	Blue Label Mark	004609871	004609871	3/14/2011	European Community
JRS	Blue Label Mark	003215571	003215571	2/04/2005	European Community
JRS	Green Label Mark	010602118	010602118	6/02/2012	European Community
JRS	Icon	005455332	005455332	11/05/2007	European Community
JRS	Icon/WOOLRICH - Color	006708432	006708432	2/05/2009	European Community
JRS	PENN-RICH	008135584	008135584	10/21/2009	European Community
JRS	Sheep in a Circle	008133761	008133761	11/11/2009	European Community
JRS	WOOLEN MILLS	005339973	005339973	6/28/2009	European Community
JRS	WOOLEN MILLS	007536386	007536386	1/07/2010	European Community
JRS	WOOLRICH	012551016	012551016	7/02/2014	European Community
JRS	WOOLRICH Script SINCE 1830/Plaid - Color	00583989	00583989	2/15/2000	European Community
JRS	Blue Label Mark	FI T200301123	229490	1/30/2004	Finland
JRS	Blue Label Mark	03 3238548	03 3 238 548	1/02/2004	France
JRS	WOOLRICH JOHN RICH AND BROS.	98731880	98731880	5/05/1998	France
JRS	Blue Label Mark	398245460	39824546	8/19/1998	Germany
JRS	Blue Label Mark	303382635	30338263	10/15/2003	Germany
JRS	WOOLRICH Script and Sheep design	W 2981025WZ	1004563	7/11/1980	Germany
JRS	WOOLRICH JOHN RICH & BROS.	141457	141457	3/19/2001	Greece
JRS	Black Label Mark	301002400	301002400	11/28/2007	Hong Kong
JRS	PENN-RICH	303076290	303076290	7/22/2014	Hong Kong

Applicant	Trademark	App. No.	Reg. No.	Reg. Date	Country
JRS	Sheep in a Circle	303064365	303064367	7/11/2014	Hong Kong
JRS	WOOLRICH JOHN RICH AND BROS.	300188604	300188604	4/01/2004	Hong Kong
JRS	WOOLRICH Script and Sheep design	84882	B1796/1984	3/04/1982	Hong Kong
JRS	Blue Label Mark	M0403376/4	184677	5/30/2006	Hungary
JRS	Icon/WOOLRICH	2216780			India
JRS	Sheep Logo	2823578			India
JRS	WOOLRICH	2216779			India
JRS	WOOLRICH	R00-2006- 010791	IDM00113260	3/16/2007	Indonesia
JRS	WOOLRICH Script and Compass design	R00-2006- 010782	IDM00113257	3/16/2007	Indonesia
JRS	WOOLRICH JOHN RICH & BROS.	991954	213914	6/15/1999	Ireland
JRS	Blue Label Mark	MI2013C006105	0001547755	6/26/2013	Italy
JRS	PENN-RICH	MI2009C000067	0001354205	10/07/2010	Italy
JRS	PENNRICH	MI2009C000038	0001354194	10/07/2010	Italy
JRS	WOOLRICH	MI2006008930	0001211766	9/17/2009	Italy
JRS	WOOLRICH JOHN RICH AND BROS.	MI2008C002567	0001312869	7/05/2010	Italy
JRS	WOOLRICH PENN-RICH	MI2009C000037	0001354193	10/07/2010	Italy
JRS	WOOLRICH PENNRICH	MI2008C013521	0001325868	8/12/2010	Italy
JRS	WOOLRICH Script	MI2007C009144	0001278371	4/26/2010	Italy
JRS	Black Label Mark	2005-110231	5015068	1/05/2007	Japan
JRS	Black Label Mark	2005-110232	5015069	1/05/2007	Japan
JRS	Icon	2006-110410	5049875	5/25/2007	Japan
JRS	Icon	2006-110411	5071362	8/17/2007	Japan
JRS	Icon	2006-110412	5071363	8/17/2007	Japan
JRS	Icon	2006-110413	5175508	10/24/2008	Japan
JRS	Icon	2006-110414	5071364	8/17/2007	Japan
JRS	Icon	2006-110415	5190670	12/19/2008	Japan
JRS	Icon	2006-110416	5048288	5/18/2007	Japan
JRS	Icon	2006-110417	5048289	5/18/2007	Japan
JRS	Icon	2006-110418	5054690	6/15/2007	Japan
JRS	Icon	2006-110419	5054691	6/15/2007	Japan
JRS	Icon	2006-110420	5048290	5/18/2007	Japan
JRS	Icon	2006-110421	5048291	5/18/2007	Japan
JRS	Icon	2006-110422	5054692	6/15/2007	Japan
JRS	Icon	108331/93	3252086	1/31/1997	Japan
JRS	Icon/WOOLRICH	2008-035272	5231274	5/15/2009	Japan
JRS	Icon/WOOLRICH	2008-035273	5223941	4/17/2009	Japan
JRS	Icon/WOOLRICH	2008-050982	5202772	2/06/2009	Japan
JRS	PENN-RICH	2014061625	5723754	12/05/2014	Japan
JRS	Sheep in a Circle	2014059081	5720445	11/21/2014	Japan
JRS	THE ORIGINAL OUTDOOR CLOTHING COMPANY	2002-84014	4720973	10/24/2003	Japan
JRS	WOOLRICH	2002-86408	4684502	6/20/2003	Japan
JRS	WOOLRICH	2003-104229	4768497	4/30/2004	Japan
JRS	WOOLRICH	H08-010397	4054607	9/12/1997	Japan
JRS	WOOLRICH	H08-010399	4054608	9/12/1997	Japan
JRS	WOOLRICH	H08-010395	4067983	10/09/1997	Japan
JRS	WOOLRICH	H08-010396	4054096	9/05/1997	Japan

Applicant	Trademark	App. No.	Reg. No.	Reg. Date	Country
JRS	WOOLRICH	H08-067831	4114898	2/13/1998	Japan
JRS	WOOLRICH	H08-010398	4129761	3/27/1998	Japan
JRS	WOOLRICH	2001-104465	4605614	9/20/2002	Japan
JRS	WOOLRICH	2002-52397	4647514	2/21/2003	Japan
JRS	WOOLRICH	2002-52398	4647515	2/21/2003	Japan
JRS	WOOLRICH JOHN RICH &	H11-054945	4621799	11/15/2002	Japan
	BROS.				
JRS	WOOLRICH JOHN RICH &	2008-073583	5304107	2/26/2010	Japan
	BROS.				1
JRS	WOOLRICH JOHN RICH	200431404	4837478	2/04/2005	Japan
	AND BROS.				1
JRS	WOOLRICH Script	H08-067832	4128805	3/27/1998	Japan
JRS	WOOLRICH Script	H08-067836	4197107	10/09/1998	Japan
JRS	WOOLRICH Script	H08-067838	4197108	10/09/1998	Japan
JRS	WOOLRICH Script	H08-067837	4114899	2/13/1998	Japan
JRS	WOOLRICH Script	H08-067833	4071303	10/17/1997	Japan
JRS	WOOLRICH Script	H08-067834	4085130	11/21/1997	Japan
JRS	WOOLRICH Script	2013006732	5590668	6/14/2013	Japan
JRS	WOOLRICH Script and	H08-067841	4109024	1/30/1998	Japan
310	Sheep design	1100 007011	1105021	1,30,1330	Jupun
JRS	WOOLRICH Script and	8378181	2649008	4/28/1994	Japan
3100	Sheep design	0370101	2013000	1,20,1331	Jupun
JRS	WOOLRICH Script and	H07-069420	3361959	11/21/1997	Japan
3105	Sheep design	1107 007 120	3301737	11,21,155,	Jupun
JRS	WOOLRICH Script and	H07-041750	4041094	8/08/1997	Japan
3100	Sheep design	1107 011720	1011051	0,00,1337	Jupun
JRS	WOOLRICH Script and	H08-067845	4048133	8/22/1997	Japan
	Sheep design	1100 001010	1010100	0,22,133.	Jupan
JRS	WOOLRICH Script and	H08-067844	4114900	2/13/1998	Japan
	Sheep design				1
JRS	WOOLRICH Script and	H07-031080	4054602	9/12/1997	Japan
	Sheep design				1
JRS	WOOLRICH Script and	H08-067843	4197109	10/09/1998	Japan
	Sheep design				1
JRS	WOOLRICH Script and	H08-067842	4225564	12/25/1998	Japan
	Sheep design				1
JRS	WOOLRICH Script and	H07-041749	4242946	2/26/1999	Japan
	Sheep design				1
JRS	WOOLRICH/Transliteration	2003-59289	4776247	6/04/2004	Japan
JRS	WOVEN TRUE. THEN AND	2013006733	5590669	6/14/2013	Japan
	NOW.				1
JRS	WOOLRICH	R00-2006-	IDM00113260	3/16/2007	Jordan
		010791			
JRS	WOOLRICH Script and	R00-2006-	IDM00113257	3/16/2007	Jordan
	Compass design	010782			
JRS	Blue Label Mark	M041205	M55590	10/20/2005	Latvia
JRS	Black Label Mark	2012-220	16307	2/20/2012	Liechtenstein
JRS	Blue Label Mark	2012-219	16306	2/20/2012	Liechtenstein
JRS	Blue Label Mark	20041603	51773	5/17/2006	Lithuania
JRS	WOOLRICH JOHN RICH &	1019291	1117228	8/26/2009	Mexico
	BROS.	1011211	111/220	5,20,200	
JRS	Tan Label Mark	1654152		1	Mexico
JRS	Blue Label Mark	311127	B311127	3/09/2000	New Zealand

Applicant	Trademark	App. No.	Reg. No.	Reg. Date	Country
JRS	WOOLRICH	267967	B267967	10/07/1996	New Zealand
JRS	Black Label Mark	201201641	268477	11/26/2012	Norway
JRS	Blue Label Mark	200405861	227329	6/30/2005	Norway
JRS	Blue Label Mark	1999 05984	200124	10/29/1999	Norway
JRS	Blue Label Mark	201201640	267208	9/18/2012	Norway
JRS	Black Label Mark	264457	264457	1/18/2013	Pakistan
JRS	Icon/WOOLRICH	264455	264455	1/31/2013	Pakistan
JRS	WOOLRICH JOHN RICH & BROS.	264456	264456	4/08/2009	Pakistan
JRS	Blue Label Mark	Z-284073	R187195	1/10/2007	Poland
JRS	WOOLIRCH JOHN RICH & BROS.	40624	374348	9/07/2004	Portugal
JRS	WOOLRICH	52855	320349	7/23/2002	Portugal
JRS	WOOLRICH	52856	320350	7/23/2002	Portugal
JRS	WOOLRICH JOHN RICH & BROS.	33355	338558	3/08/2000	Portugal
JRS	WOOLRICH	89617			Qatar
JRS	Black Label Mark	2012704008	496052	9/12/2013	Russian Federation
JRS	Black Label Mark	2008727547	401559	2/17/2010	Russian Federation
JRS	Blue Label Mark	2003714272	274289	8/30/2004	Russian Federation
JRS	Blue Label Mark	2003709676	267119	4/14/2004	Russian Federation
JRS	Blue Label Mark	2003701680	263589	2/11/2004	Russian Federation
JRS	WOOLRICH	96706493	153931	6/16/1997	Russian Federation
JRS	Black Label Mark	Z233/2013	66224	6/18/2013	Serbia
JRS	Blue Label Mark	Z232/2013	66223	6/18/2013	Serbia
JRS	Blue Label Mark	25162004	211122	9/09/2005	Slovakia
JRS	Blue Label Mark	200471480	200471480	6/01/2005	Slovenia
JRS	Black Label Mark	40-2006-56895	40-0714583	6/25/2007	South Korea
JRS	Black Label Mark	40-2006-56896	40-0730459	12/07/2007	South Korea
JRS	PENN-RICH	40201449280	40-1124976	08/21/2015	South Korea
JRS	Sheep in a Circle	40201449279	40-1126445	08/28/2015	South Korea
JRS	WOOLRICH	96-43675	391247	1/16/1998	South Korea
JRS	WOOLRICH	97-22229	445482	3/30/1999	South Korea
JRS	WOOLRICH	97-22233	418050	8/24/1998	South Korea
JRS	WOOLRICH	97-22231	418049	8/24/1998	South Korea
JRS	WOOLRICH	97-22227	405659	6/20/1998	South Korea
JRS	WOOLRICH	97-22232	425622	10/20/1998	South Korea
JRS	WOOLRICH	97-22230	426491	10/24/1998	South Korea
JRS	WOOLRICH	97-22228	414246	8/03/1998	South Korea
JRS	WOOLRICH	97-22234	454444	9/09/1999	South Korea
JRS	WOOLRICH	40-2005-53744	40-0706834	04/12/2007	South Korea
JRS	WOOLRICH JOHN RICH & BROS.	40-2005-43826	40-0676894	09/04/2006	South Korea
JRS	WOOLRICH JOHN RICH & BROS.	40-2005-43827	40-0676892	09/04/2006	South Korea
JRS	WOOLRICH JOHN RICH & BROS.	40-2005-43830	40-0676889	09/04/2006	South Korea

Applicant	Trademark	App. No.	Reg. No.	Reg. Date	Country
JRS	WOOLRICH JOHN RICH &	40-2005-43831	40-0683176	10/26/2006	South Korea
	BROS.				
JRS	WOOLRICH Script	97-19997	40-0429485	11/14/1998	South Korea
JRS	WOOLRICH	2046288	2046288	6/15/2001	Spain
JRS	WOOLRICH	2508700	2508700	4/03/2003	Spain
JRS	WOOLRICH JOHN RICH &	M 2248956	2248956	2/21/2000	Spain
	BROS.				1
JRS	Blue Label Mark	2003/04349	375245	10/07/2005	Sweden
JRS	WOOLRICH JOHN RICH &	199904544	341571	10/20/2000	Sweden
	BROS.				
JRS	Black Label Mark	51779/2012	632008	7/17/2012	Switzerland
JRS	Black Label Mark	62053/2008	583019	2/16/2009	Switzerland
JRS	Blue Label Mark	52609/2003	515715	10/30/2003	Switzerland
JRS	Blue Label Mark	51633/2003	516046	5/13/2003	Switzerland
JRS	WOOLRICH JOHN RICH	03524/1998	P465757	10/12/1999	Switzerland
	AND BROS.				
JRS	WOOLRICH Script	03205/1997	P-465655	10/07/1999	Switzerland
JRS	WOOLRICH Script and	2711/1982	P327626	2/07/1984	Switzerland
	Sheep design				
JRS	WOOLRICH	(97) 15683	1337634	11/16/2008	Taiwan
JRS	WOOLRICH Script	8635389	817900	9/16/1998	Taiwan
JRS	WOOLRICH Script	8635390	822190	10/16/1998	Taiwan
JRS	WOOLRICH Script and	85026761	239069	3/16/1984	Taiwan
	Sheep design				
JRS	Blue Label Mark	2012-52329	201252329	7/14/2014	Turkey
JRS	PENN-RICH	201342019	201342019	4/16/2014	Turkey
JRS	Sheep in a Circle	2013/42172	2013/42172	11/30/2015	Turkey
JRS	Black Label Mark	m201202418	173224	7/25/2013	Ukraine
JRS	Blue Label Mark	m201202417	167023	2/25/2013	Ukraine
JRS	WOOLRICH	212751			United Arab
					Emirates
JRS	Blue Label Mark	2356525	2356525	2/11/2011	United
					Kingdom
JRS	WOOLRICH Script EST.	1419729	1419729	2/06/1998	United
	1830 and Sheep design				Kingdom

<u>List of Trademark Licenses</u>

Licensee Name	Expires	Licensee Name	Expires
E+E Co. Ltd.	12/31/2016	Quagga Accessories, LLC	12/31/2016
Mohawk Carpet	12/31/2018	Totes Isotoner Corporation	12/31/2016
FAM, LLC	12/31/2016	Toyota Tsusho Corp.	12/31/2016
Dorfman-Pacific Co.	12/31/2015	Woolcan, Inc.	N/A
Hart Specialties, Inc.	12/31/2017	W.P. Lavori in Corso, srl	12/31/2030
Nester Hosiery, Inc.	12/31/2016	W.P. Lavori USA (Asia)	12/31/2020
pm&j, LLC (US & CA)	12/31/2015	JRS/Woolrich, Inc. License	N/A
Portland Product Werks, LLC	12/31/2018	Crocs, Inc.	12/31/2016
Abercrombie & Fitch Mgnt. Co.	N/A		

EXHIBIT C 12/28/2015

TRADEMARK
REEL: 005718 FRAME: 0460

RECORDED: 01/28/2016