

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376450

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bob's Stores, LLC		02/05/2016	Limited Liability Company: NEW HAMPSHIRE
Eastern Mountain Sports LLC		02/05/2016	Limited Liability Company: DELAWARE
Sport Chalet, LLC		02/05/2016	Limited Liability Company: DELAWARE
Sport Chalet Value Services, LLC		02/05/2016	Limited Liability Company: VIRGINIA
Sport Chalet Team Sales, LLC		02/05/2016	Limited Liability Company: DELAWARE
EMS Operating Company, LLC		02/05/2016	Limited Liability Company: DELAWARE
Vestis Retail Financing, LLC		02/05/2016	Limited Liability Company: DELAWARE
Vestis Retail Group, LLC		02/05/2016	Limited Liability Company: DELAWARE
EMS Acquisition LLC (formerly known as EMS Acquisition Corp.)		02/05/2016	Limited Liability Company: DELAWARE
Vestis IP Holdings, LLC		02/05/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Vestis BSI Funding II, LLC
Street Address:	2929 Arch Street
Internal Address:	Suite 1800
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-7324
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2851708	BCC
Registration Number:	1874733	BCC BLUES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2802622	BCC KHAKIS
Registration Number:	3021017	BEST OF BOB'S
Registration Number:	3319907	BOB'S STORES
Registration Number:	4044117	BOB'S STORES ALWAYS REWARDING.
Registration Number:	3952447	D55
Registration Number:	3940506	TONE ZONE
Registration Number:	3292040	
Registration Number:	3385979	DIVISION 55
Registration Number:	3299671	ROSIE GLOW
Registration Number:	3805982	RUGGED TRAILS
Registration Number:	1938916	BOB'S CLOTHING COMPANY EST. 1954
Registration Number:	1531396	BOB'S STORES
Registration Number:	1398955	EASTERN MOUNTAIN SPORTS
Registration Number:	1996475	EASTERN MOUNTAIN SPORTS
Registration Number:	3011752	EASTERN MOUNTAIN SPORTS
Registration Number:	2065313	EMS
Registration Number:	2117180	EMS
Registration Number:	2952447	EMS
Registration Number:	1010768	EMS
Registration Number:	3514259	ESTRN MNTN SPRTS
Registration Number:	3901911	NOR'EASTER POWERED BY EASTERN MOUNTAIN S
Registration Number:	3901910	NOR'EASTER POWERED BY EASTERN MOUNTAIN S
Registration Number:	4358982	SYSTEM3
Registration Number:	3510068	ESTRN MNTN SPRTS EASTERN MOUNTAIN SPORTS
Registration Number:	2952448	
Registration Number:	2832531	TECHWICK
Registration Number:	4711960	TECHWICK
Registration Number:	4736821	EASTERN MOUNTAIN SPORTS
Registration Number:	1869465	SPORT CHALET
Registration Number:	1869466	SPORT CHALET
Registration Number:	3186743	ACTION PASS
Registration Number:	2153318	SPORTLAND
Registration Number:	3655253	PROJECT FIFTY NINE

CORRESPONDENCE DATA

Fax Number: 2122919868

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: (212) 558-4229

Email: carrierr@sullcrom.com, demarcor@sullcrom.com,
nguyenb@sullcrom.com, dalem@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER: 019588.00036 (RAD)

NAME OF SUBMITTER: Raffaele A. DeMarco

SIGNATURE: /Raffaele A. DeMarco/

DATE SIGNED: 03/11/2016

Total Attachments: 28

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INTELLECTUAL PROPERTY
SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of February 5, 2016, 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 (“EMS”), Sport Chalet, LLC, a Delaware limited liability company (“Sport Chalet”), Sport Chalet Value Services, LLC, a Virginia limited liability company (“Value Services”), Sport Chalet Team Sales, LLC, a Delaware limited liability company (“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 Vestis BSI Funding II, LLC, 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 a party to that certain Term Loan and Security Agreement, dated as of January 7, 2016 (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, Holdco, Acquisitions and Vestis IP has guaranteed the Obligations (as defined in the Loan Agreement) pursuant to the Guarantee, dated of January 7, 2016, by each of Vestis, Holdco, Acquisitions, Vestis IP 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”); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and to extend credit and provide other financial accommodations to Borrowers pursuant thereto, the Loan Parties have agreed to grant to 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 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 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(h) 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(h) hereof, the Loan Parties shall, at the Loan Parties' expense, perform all acts and execute all documents necessary to maintain the existence of the 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(h) 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

(a) 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.

(b) 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, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BOB'S STORES, LLC

By: _____
Title: Susan Riley
Chief Financial Officer

EASTERN MOUNTAIN SPORTS LLC

By: _____
Title: Susan Riley
Chief Financial Officer

SPORT CHALET, LLC

By: _____
Title: Susan Riley
Chief Financial Officer

SPORT CHALET VALUE SERVICES, LLC

By: _____
Title: Susan Riley
Chief Financial Officer

SPORT CHALET TEAM SALES, LLC

By: _____
Title: Susan Riley
Chief Financial Officer

EMS OPERATING COMPANY, LLC

By: _____
Title: Susan Riley
Chief Financial Officer

VESTIS RETAIL FINANCING, LLC

By: _____
Title: William R. Quinn
Authorized Person

[Signature Page to Intellectual Property Security Agreement]

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

BOB'S STORES, LLC

By: _____
Title: Susan Riley
Chief Financial Officer

EASTERN MOUNTAIN SPORTS LLC

By: _____
Title: Susan Riley
Chief Financial Officer

SPORT CHALET, LLC

By: _____
Title: Susan Riley
Chief Financial Officer

SPORT CHALET VALUE SERVICES, LLC

By: _____
Title: Susan Riley
Chief Financial Officer

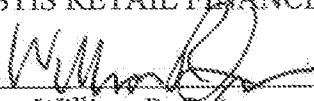
SPORT CHALET TEAM SALES, LLC

By: _____
Title: Susan Riley
Chief Financial Officer

EMS OPERATING COMPANY, LLC

By: _____
Title: Susan Riley
Chief Financial Officer

VESTIS RETAIL FINANCING, LLC

By:  _____
Title: William R. Quinn
Authorized Person

VESTIS RETAIL GROUP, LLC

By: _____

Name: Susan Riley

Title: Chief Financial Officer

EMS ACQUISITION LLC

By: _____

Title: William R. Quinn

Authorized Person

VESTIS IP HOLDINGS, LLC

By: _____

Title: William R. Quinn

Authorized Person

VESTIS BSI FUNDING II, LLC, as Agent

By: _____

Name: William R. Quinn

Title: Authorized Person

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
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VESTIS RETAIL GROUP, LLC

By: _____

Name: Susan Riley

Title: Chief Financial Officer

EMS ACQUISITION LLC

By: _____

Title: William R. Quinn

Authorized Person

VESTIS IP HOLDINGS, LLC

By: _____

Title: William R. Quinn

Authorized Person

VESTIS BSI FUNDING II, LLC, as Agent

By: _____

Name: William R. Quinn

Title: Authorized Person

EXHIBIT A
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Trademarks, Patents, Copyrights

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

TRADEMARK	STATUS	APPLICATION NUMBER	REGISTRATION NUMBER	OWNER/ LICENSOR
BCC	REGISTERED	76470969	2851708	Vestis IP Holdings, LLC
BCC BLUES	RENEWED (REGISTERED)	74801977	1874733	Vestis IP Holdings, LLC
BCC KHAKIS	REGISTERED	75673644	2802622	Vestis IP Holdings, LLC
BEST OF BOB'S	REGISTERED	78546817	3021017	Vestis IP Holdings, LLC
BOB'S STORES	REGISTERED	78612038	3319907	Vestis IP Holdings, LLC
BOB'S STORES ALWAYS REWARDING & Design	RENEWED (REGISTERED)	85174384	4044117	Vestis IP Holdings, LLC
D55	REGISTERED	85019153	3952447	Vestis IP Holdings, LLC
TONE ZONE	REGISTERED	85097805	3940506	Vestis IP Holdings,

TRADEMARK	STATUS	APPLICATION NUMBER	REGISTRATION NUMBER	OWNER/ LICENSOR
				LLC
Sunflower Design	REGISTERED	78782253	3292040	Vestis IP Holdings, LLC
DIVISION 55	REGISTERED	77027245	3385979	Vestis IP Holdings, LLC
ROSIE GLOW	REGISTERED	78779140	3299671	Vestis IP Holdings, LLC
RUGGED TRAILS	REGISTERED	77812262	3805982	Vestis IP Holdings, LLC
BOB'S CLOTHING COMPANY EST. 1954	REGISTERED	74628181	1938916	Vestis IP Holdings, LLC
BOB'S STORES	REGISTERED	73723643	1531396	Vestis IP Holdings, LLC

EMS

Trademark	Registration Number	Registration Date	Renewal Date
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, 2025
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, 2025
EMS & Ice Axe Design	1,010,768	May 13, 1975	May 13, 2025
estrn mntn sprts & Design	3,514,259	October 7, 2008	October 7, 2018
NOR'EASTER	3901911	January 4, 2011	January 4, 2017
NOR'EASTER	3901910	January 4, 2011	January 4, 2017
System3	4,358,982	June 25, 2013	June 25, 2019
estrn mntn sprts	3,510,068	September 30,	September 30,

Trademark	Registration Number	Registration Date	Renewal Date
EASTERN MOUNTAIN SPORTS		2008	2018
Mountain & Sun Logo	2,952,448	May 17, 2005	May 17, 2025
TECHWICK	2,832,531	April 13, 2004	April 13, 2024
TECHWICK	4,711,960	August, 2014	March 31, 2025
Eastern Mountain Sports	4,736,821	May 12, 2015	May 21, 2025

Sport Chalet

Trademark	Registration Number	Registration Date (Federal)	Renewal Date
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, 2009	April 28, 2019
Project Fifty Nine	3655253	July 14, 2009	July 14, 2019

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

The company has 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
None			

Sport Chalet

Trademark Application	Application/Serial Number	Application Date	Status
None			

INTERNATIONAL TRADEMARKS

Bob's

Trademark	Country	Registration Number	Registration Date	Expiration Date
BOB'S STORES	Canada	TMA771956		

EMS

Trademark	Country	Registration Number	Registration Date	Expiration Date
EASTERN MOUNTAIN SPORTS	Canada	488,847	January 30, 1998	January 30, 2028
EMS	Canada	502,936	October 26, 1998	October 26, 2028
EASTERN MOUNTAIN SPORTS	Hong Kong	4851/1996	August 1, 1994	August 1, 2025
EMS	Hong Kong	10811/1996	August 1, 1994	August 1, 2025
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	July 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	July 11, 2016
EMS	Korea	334,829	March 8, 1996	March 8, 2016
EMS	Korea	336,844	April 9, 1996	April 9, 2016

Trademark	Country	Registration Number	Registration Date	Expiration Date
EMS	Korea	350,857	November 29, 1996	November 29, 2016
EASTERN MOUNTAIN SPORTS	Taiwan	684,965	July 16, 1995	July 16, 2025
EMS	Taiwan	684,964	July 16, 1995	July 16, 2025

Sport Chalet

Trademark	Country	Registration Number	Registration Date	Expiration Date
None				

INTERNATIONAL TRADEMARK APPLICATIONS

Bob's

Trademark	Country	Application Number	Application Date	Status
None				

EMS

Trademark	Country	Application Number	Application Date	Status
None				

Sport Chalet

Trademark	Country	Application Number	Application Date	Status
None				

TRADEMARK LICENSES

Bob's, EMS and Sport Chalet license all trademarks listed in this Exhibit A from Vestis IP Holdings, LLC.

Bob's

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

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

Patent	Registration Number	Registration Date	Expiration Date
None			

EMS

Patent	Registration Number	Registration Date	Expiration Date
None			

Sport Chalet

Patent	Registration Number	Registration Date	Expiration Date
None			

PATENT APPLICATIONS

Bob's

Patent Applications	Application/Serial Number	Application Date	Status
None			

EMS

Patent Applications	Application/Serial Number	Application Date	Status
None			

Sport Chalet

Patent Applications	Application/Serial Number	Application Date	Status
None			

PATENT LICENSES

Bob's, EMS and Sport Chalet license all patents listed in this Exhibit A from Vestis IP Holdings, LLC.

Bob's**EMS****Sport Chalet**

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

Name	Full Title	Copyright Number	Date
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

Title	Copyright Number
EMS: catalog (spring-summer 1978)	TX 202-011
EMS: catalog (fall 1978)	TX 203-825
EMS: catalog (spring-summer 1979)	TX 302-579
EMS: catalog (fall-winter 1979)	TX 320-332
EMS: catalog (spring-summer 1980)	TX 431-665
EMS: catalog (fall-winter 1980-81)	TX 555-951
EMS: catalog (winter 1980-81)	TX 543-951
EMS: catalog (winter 1980-81)	TX 546-313
EMS: catalog (fall 1981)	TX 809-731
EMS: catalog (spring-summer 1982)	TX 874-323
EMS: catalog (summer 1982)	TX 928-371
Eastern Mountain Sports' BLT flyer	TX 830-578
Ski touring guide to New England	TX 454-201
The EMS holiday gift guide: our most popular parka and no wonder!	TX 813-911
The EMS holdiaay [(sic)] gift guide: \$5 discount coupon inside	TX 813-912

Sport Chalet

Name	Full Title	Copyright	Date
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		Number	
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 listed in this Exhibit A from Vestis IP Holdings, LLC.

Bob's

None

EMS

None

Sport Chalet

None

EXHIBIT B
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

LIST OF LICENSES GRANTED TO THIRD PARTIES AND ENCUMBRANCES

Bob's

None

EMS

None

Sport Chalet

None

EXHIBIT C
TO
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, VESTIS BSI FUNDING II, LLC, 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, instrument 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 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: February 5, 2016

BOB'S STORES, LLC

By: [Signature]
Name: Dan Bliss
Title: VP Finance

EASTERN MOUNTAIN SPORTS LLC

By: [Signature]
Name: Dan Bliss
Title: VP Finance

SPORT CHALET, LLC

By: [Signature]
Name: Dan Bliss
Title: VP Finance

SPORT CHALET VALUE SERVICES, LLC

By: [Signature]
Name: Dan Bliss
Title: VP Finance

SPORT CHALET TEAM SALES, LLC

By: [Signature]
Name: Dan Bliss
Title: VP Finance

EMS OPERATING COMPANY, LLC


By: [Signature]
Name: Dan Bliss
Title: VP Finance

[Signature Page to Power of Attorney for Intellectual Property Security Agreement]

VESTIS RETAIL FINANCING, LLC

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

VESTIS RETAIL GROUP, LLC

By: 
Name: Dan Bliss
Title: VP Finance

EMS ACQUISITION LLC

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

VESTIS IP HOLDINGS, LLC

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

VESTIS RETAIL FINANCING, LLC

By: 

Name: William R. Quinn

Title: Authorized Person

VESTIS RETAIL GROUP, LLC

By: _____

Name: Dan Bliss

Title: VP Finance

EMS ACQUISITION LLC

By: 

Name: William R. Quinn

Title: Authorized Person

VESTIS IP HOLDINGS, LLC

By: 

Name: William R. Quinn

Title: Authorized Person

[Signature Page to Power of Attorney for Intellectual Property Security Agreement]