

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDDIE BAUER LICENSING SERVICES LLC		05/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANGEL ISLAND ORIGINATIONS, LLC		
Street Address:	C/O ANGEL ISLAND CAPITAL MANAGEMENT, LLC		
Internal Address:	ONE EMBARCADERO CENTER, SUITE 2110		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5945048	A MOUNTAIN OPS	
Registration Number:	5669013	FREEPELLENT	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	SUITE 1000		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	48749-1		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	05/21/2020		
Total Attachments: 7			
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2020 (this "Supplement") is made by and among the entity listed on the signature pages hereof (the "Grantor"), in favor of Angel Island Originations, LLC ("Angel Island"), as collateral trustee (in such capacity, together with its successors and permitted assigns, "Collateral Trustee") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Term Loan and Guarantee Agreement, dated as of October 12, 2018 (as amended pursuant to the First Amendment to Second Lien Term Loan and Guarantee Agreement, dated as of April 29, 2020 and as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Loan Parties, the Lenders from time to time party thereto and Angel Island, as Administrative Agent, the Lenders severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Second Lien Security Agreement, dated as of October 12, 2018, in favor of Collateral Trustee (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant a Lien and security interest in all of its Collateral to secure the Secured Obligations;

WHEREAS, the Grantor is a party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Supplement;

WHEREAS, the Grantor, among others, executed and delivered a Trademark Security Agreement dated as of October 12, 2018, recorded with the United States Patent and Trademark Office (the "USPTO"), in favor of Angel Island, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Trademark Collateral (as defined therein) (the "Original Grant"); and

WHEREAS, the Grantor has developed additional Trademark Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademark Collateral in favor of the Collateral Trustee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Credit Agreement and the other Loan Documents, and the benefits to be derived therefrom, the Grantor hereby agrees with Collateral Trustee for the benefit of the Secured Parties (as defined in the Credit Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the payment and performance in full of all the Secured Obligations, hereby pledges and grants to the Collateral Trustee for its benefit and for the benefit of the other Secured Parties, a Lien on and a second priority security interest (subject to Liens permitted under the Loan Documents) in and to all of the right, title and interest of the Grantor in, to and under the following Collateral of the Grantor (the Trademark Collateral):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor, the goodwill of the business symbolized thereby or associated therewith, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, the registrations and applications listed on Schedule I hereto, which hereby supplement the Trademark Collateral referenced on Schedule I of the Original Grant;

(b) any and all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks;

(c) any and all reissues, continuations, extensions and renewals thereof;

(d) any and all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof;

(e) rights corresponding thereto throughout the world; and

(f) rights to sue for past, present or future infringements thereof.

Notwithstanding the foregoing, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Security Agreement. The security interest granted pursuant to this Supplement is granted in conjunction with the security interest granted to Collateral Trustee pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Trustee with respect to the security

interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Supplement may be executed in any number of counterparts (and by different parties hereto in 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 Supplement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Supplement.

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee (for the benefit of the Secured Parties) pursuant to this Supplement and the exercise of certain rights or remedies by the Collateral Trustee hereunder are subject to the provisions of the ABL/Term Loan Intercreditor Agreement.

Section 7. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**EDDIE BAUER LICENSING
SERVICES LLC,**
a Delaware limited liability company,
as Grantor

By: 

Name: Russell Bowers

Title: Chief Financial Officer

[2nd Lien - Eddie Bauer - Signature Page to Supplement to Trademark Security Agreement]

TRADEMARK

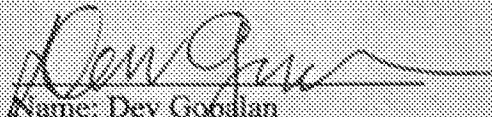
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ACCEPTED AND AGREED
as of the date first above written:

ANGEL ISLAND ORIGINATIONS, LLC

as Collateral Trustee

By:



Name: Dev Gopalan

Title: President

SCHEDULE I
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Jurisdiction	Trademark	Application Number / Filing Date	Registration Number / Date	Status
U.S. FEDERAL	A MOUNTAIN OPS	87916352 5/10/2018	5945048 12/24/2019	REGISTERED
U.S. FEDERAL	FREEPELLENT	87913819 5/9/2018	5669013 2/5/2019	REGISTERED
CHINA	MOTION	16913477 5/11/2015	16913477 10/28/2016	REGISTERED
INTERNATIONAL REGISTER (WIPO)	M MOTION	2/20/2020	1523099 2/20/2020	REGISTERED

TRADEMARK APPLICATIONS

Jurisdiction	Trademark	Application Number	Filing Date	Status
CANADA	EVENDOWN	1849223	7/25/2017	PENDING
CANADA	FREECOOL	1649123-01	5/3/2018	PENDING
CHINA	FIRST ASCENT	19092286	2/5/2016	PENDING
CHINA	TRAVEX	1119183	2/20/2020	PENDING
CANADA	ALL OUTSIDE	2012574	2/19/2020	PENDING
CANADA	CAMPOUT OF THE CENTURY	2012469	2/19/2020	PENDING
CANADA	FREEFUSE	2012573	2/19/2020	PENDING
CANADA	OUTDOOR CURIOUS	2005810	1/13/2020	PENDING
CHINA	A FIRST ASCENT and Design	35459462	12/21/2018	PENDING
SOUTH KOREA	A FIRST ASCENT and Design	40-2019-0153159	10/7/2019	PUBLISHED
SOUTH KOREA	DOWNLIGHT	40-2019-0153160	10/7/2019	PENDING
SOUTH KOREA	EDDIE BAUER EST. 1920 LIVE YOUR ADVENTURE & Design	40-2019-0153161	10/7/2019	PENDING
SOUTH KOREA	EST. 1920 THE ORIGINAL OUTDOOR OUTFITTER and Goose Design	40-2019-0153162	10/7/2019	PENDING
SOUTH KOREA	FREECOOL	40-2019-0153163	10/7/2019	PENDING
SOUTH KOREA	FREEDRY	40-2019-0153164	10/7/2019	PENDING
SOUTH KOREA	FREEHEAT	40-2019-0153165	10/7/2019	PENDING
SOUTH KOREA	FREEPELLENT	40-2019-0153166	10/7/2019	PENDING
SOUTH KOREA	FREESHADE	40-2019-0153167	10/7/2019	PENDING
SOUTH KOREA	FREEVENT	40-2019-0153168	10/7/2019	PENDING
SOUTH KOREA	KARA KORAM	40-2019-0153169	10/7/2019	PENDING

Jurisdiction	Trademark	Application Number	Filing Date	Status
SOUTH KOREA	M & MOTION Design (Horizontal)	40-2019-0153170	10/7/2019	PENDING
SOUTH KOREA	MICROTHERM	40-2019-0153171	10/7/2019	PENDING
SOUTH KOREA	STORMDOWN	40-2019-0153172	10/7/2019	PENDING
SOUTH KOREA	STORMREPEL	40-2019-0153173	10/7/2019	PENDING
SOUTH KOREA	WEATHEREDGE	40-2019-0153174	10/7/2019	PENDING