

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Big Dog USA, Inc.		07/07/2005	CORPORATION: CALIFORNIA
Big Dog Holdings, Inc.		07/07/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Retail Finance II, LLC
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 88**

Property Type	Number	Word Mark
Serial Number:	78396667	AUTHENTIC COMFORT
Serial Number:	78396677	AUTHENTIC COMFORT
Serial Number:	78397779	AUTHENTIC COMFORT
Serial Number:	78397784	AUTHENTIC COMFORT
Registration Number:	2114455	
Serial Number:	78637480	BAD DOG
Serial Number:	75294784	BAD DOG
Registration Number:	2568750	BAD DOG
Registration Number:	2335873	BDS
Registration Number:	2217495	BIG BIG DOGS
Registration Number:	2166733	BIG DOG
Registration Number:	1985899	BIG DOG

CH \$2215.00 78396667

Registration Number:	2078155	BIG DOG
Serial Number:	78527528	BIG DOG
Serial Number:	78527537	BIG DOG
Registration Number:	2546520	BIG DOG CLUB
Registration Number:	2825395	BIG DOG ENTERTAINMENT
Registration Number:	2110697	BIG DOG MOTORCYCLES
Registration Number:	2755108	BIG DOG SHOOTOUT
Registration Number:	1798361	BIG DOG SPORTSWEAR
Registration Number:	1459306	BIG DOGS
Registration Number:	1842765	BIG DOGS
Registration Number:	2295456	BIG DOGS
Serial Number:	75599164	BIG DOGS
Registration Number:	2705708	BIG DOGS
Registration Number:	2551515	BIG DOGS
Registration Number:	2206261	BIG DOGS
Registration Number:	2384494	PEGASUS
Registration Number:	2710307	BIG DOGS
Registration Number:	2746763	BIG DOGS KIDS
Registration Number:	2109020	BIGDOG MOTORCYCLES
Registration Number:	2740896	BIGDOGS.COM
Registration Number:	2470795	BRUISER THE BIG DOG OF TANDEM PULLERS
Registration Number:	2077876	DENIM DOGS
Registration Number:	2048686	IF YOU CAN'T RUN WITH THE BIG DOGS STAY ON THE PORCH
Registration Number:	2048687	IF YOU CAN'T RUN WITH THE BIG DOGS STAY ON THE PORCH
Registration Number:	2048688	IF YOU CAN'T RUN WITH THE BIG DOGS STAY ON THE PORCH
Registration Number:	1910157	IT'S A JUNGLE OUT THERE
Serial Number:	78453043	IT'S FIVE O'CLOCK SOMEWHERE!
Registration Number:	1710157	LIFEFORMS
Registration Number:	2201356	LIFEFORMS
Registration Number:	2059754	LITTLE BIG DOGS
Registration Number:	2430026	POLAR DOG
Registration Number:	2837826	POLAR DOGS
Registration Number:	2570563	QVF QUALITY VALUE FUN BIG DOGS

Registration Number:	2236932	RUN WITH THE BIG DOGS
Registration Number:	1986729	RUN WITH THE BIG DOGS
Registration Number:	1980728	RUN WITH THE BIG DOGS
Registration Number:	1980729	RUN WITH THE BIG DOGS
Registration Number:	1988089	
Registration Number:	1986750	SIERRA WEST
Registration Number:	1490237	
Registration Number:	1818819	
Registration Number:	1952997	
Registration Number:	2044478	
Registration Number:	1940076	
Registration Number:	1942816	
Registration Number:	1941228	
Registration Number:	1942817	
Registration Number:	1938902	
Registration Number:	1945678	
Registration Number:	1945679	
Registration Number:	2114456	
Registration Number:	2037638	
Registration Number:	2053253	
Registration Number:	2305610	
Registration Number:	2686874	
Registration Number:	2078147	
Registration Number:	1589017	TEAM SHRED
Serial Number:	78494998	THE BEST BRANDS FROM AROUND THE WORLD
Registration Number:	2367923	THE BIG DOGS
Registration Number:	2178776	THE WALKING CO.
Registration Number:	2397877	WALKING CO-
Registration Number:	2492669	WALKING CO.
Registration Number:	1868904	THE WALKING COMPANY
Registration Number:	1854353	THE WALKING COMPANY
Serial Number:	78495066	THE WALKING COMPANY
Serial Number:	78495074	THE WALKING COMPANY AUTHENTIC COMFORT
Registration Number:	1641792	THE WALKING STORE
Registration Number:	2367924	THEBIGDOGS.NET

Registration Number:	2256173	UNDERDOGS
Registration Number:	2397876	WALKING CO
Registration Number:	2070289	WALKING ISN'T FOR WIMPS
Registration Number:	2113274	WATCH DOGS
Registration Number:	2037633	WE SEARCH THE WORLD OVER SO YOU CAN WALK THE WORLD IN COMFORT
Registration Number:	2815244	WHERE THE BIG DOGS SHOP
Registration Number:	2399171	ZANTE
Registration Number:	2008166	

**CORRESPONDENCE DATA**

Fax Number: (617)856-8201  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (617) 856-8145  
Email: mleonardo@brownrudnick.com  
Correspondent Name: Mark S. Leonardo  
Address Line 1: One Financial Center  
Address Line 2: Brown Rudnick Berlack Israelss LLP  
Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	07/20/2005

Total Attachments: 11  
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**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of July 7, 2005, is executed and delivered by **BIG DOG USA, INC.**, a California corporation ("Big Dog"), **BIG DOG HOLDINGS, INC.**, a Delaware corporation ("Parent," and together with Big Dog, individually and collectively, the "Grantors"), in favor of **WELLS FARGO RETAIL FINANCE II, LLC**, a Delaware limited liability company, as arranger and administrative agent for the Lender Group (defined herein) (in such capacity, together with its successors, if any, in such capacity, "Agent").

WHEREAS, Grantors and Agent are parties to that certain Trademark Security Agreement, dated as of October 23, 2001 (as hereby amended, the "Trademark Security Agreement");

WHEREAS, the Agent and Grantors are parties to that certain Loan and Security Agreement, dated as of October 23, 2001 (as amended, the "Big Dog Agreement"), between and among Grantors, the lenders party thereto (the "Big Dog Lenders"), and the Agent, as arranger and administrative agent for the Big Dog Lenders;

WHEREAS, the Agent is also party to that certain Loan and Security Agreement, dated as of March 3, 2004, (as amended, the "TWC Agreement") between and among The Walking Company ("TWC" f/k/a TWC Acquisition Corp.), the lenders party thereto (the "TWC Lenders"), and the Agent, as arranger and administrative agent for the TWC Lenders;

WHEREAS, Parent has executed that certain General Continuing Guaranty, dated as of October 23, 2001, in favor of Agent (the "Guaranty") ;

WHEREAS, Big Dog and TWC are wholly owned subsidiaries of Parent;

WHEREAS, TWC and Big Dog (individually and collectively, the "Borrowers"), Parent, the Big Dog Lenders and the TWC Lenders (collectively, the "Lenders"), and the Agent (Agent and the Lenders, individually and collectively, the "Lender Group") desire to amend, restate, and consolidate the Big Dog Agreement and the TWC Agreement into a single agreement under which the Borrowers are co-Borrowers;

WHEREAS, in furtherance of the foregoing, Borrowers, Parent, and the Lender Group are, contemporaneously herewith, entering into that certain First Amended, Restated and Consolidated Loan and Security Agreement (as it may be subsequently amended, restated, modified or supplemented, the "Loan Agreement");

WHEREAS, as a condition to Agent and Lenders agreeing to consolidate, amend and restate the Big Dog Agreement and the TWC Agreement into a single agreement, Agent and Lenders have required the Parent to amend and restate the Guaranty to clarify that Parent is guarantying the Obligations of each Borrower under the Loan Agreement (as defined therein) and have required Grantors to amend the Trademark Security Agreement so that it secures all of the Obligations of each Borrower owing to the Lender Group under the Loan Agreement (as defined therein);

WHEREAS, in order to induce the Lender Group to enter into the Loan Agreement, and in consideration thereof, and in consideration of any loans or other financial accommodations heretofore or hereafter extended by the Lender Group to Borrowers, whether pursuant to the Loan Agreement or otherwise, Grantors have agreed to amend and ratify the Trademark Security Agreement;

NOW THEREFORE, the Agent and Grantors agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Grantors and Agent acknowledge and agree that (i) all references to "Loan Agreement" in the Trademark Security Agreement shall mean "Loan Agreement" as defined herein, (ii) all references to "Borrowers" in the Trademark Security Agreement shall mean "Borrowers" as defined herein, (iii) all references to "Lenders" in the Trademark Security Agreement shall mean "Lenders" as defined herein, (iv) all references to "Lender Group" in the Trademark Security Agreement shall mean the "Lender Group" as defined herein, (v) all references to "Debtors" in the Trademark Security Agreement shall mean "Grantors" as defined herein; (vi) all references to "Secured Party" shall mean the "Agent" as defined in the Loan Agreement (defined herein); and (vii) all references to "Obligations" in the Trademark Security Agreement shall mean "Obligations" as defined in the Loan Agreement (defined herein).

(b) Grantors hereby agree that the Trademark Collateral (as defined in the Trademark Security Agreement) shall secure all of the Obligations (as defined in the Loan Agreement) of each Borrower owing to the Lender Group under the Loan Agreement and that liens and security interests granted to the Secured Party in the Trademark Collateral pursuant to the Trademark Security Agreement are hereby granted to Agent.

(c) Section 1(a) is hereby amended by adding the definition of "Obligations" as follows: "Obligations" shall have the meaning set forth in the Loan Agreement. Section 1(a) is hereby further amended by striking the words, "State of California" in the definition of "UCC" and replacing them with the words, "Commonwealth of Massachusetts."

(d) Schedule A is deleted in its entirety and is replaced with Schedule A attached hereto.

(e) Section 12 is hereby amended by striking the words, "State of California" in the clause, "the laws of the State of California," and replacing them with the words, "Commonwealth of Massachusetts." Section 12 is hereby further amended by striking the word, "California," in the last clause of the sentence, and replacing it with the word, "Massachusetts."

2. Ratification. The Loan Agreement and the performance or consummation of any transaction or matter contemplated under the Loan Agreement, shall not limit, restrict, extinguish or otherwise impair Grantors' liability to Agent and Lenders with respect to the obligations of Grantors pursuant to the Trademark Security Agreement. Grantors hereby ratify, confirm and approve the Trademark Security Agreement and acknowledge that they are unconditionally liable to Agent and Lenders for their obligations under the Trademark Security Agreement, which include, but are not limited to, securing the Obligations as defined in the Loan Agreement.

3. Continuous Nature of Representations and Warranties. Grantors represent that each representation and warranty set forth in the Trademark Security Agreement remains accurate, complete and not misleading in any material respect on the date hereof, except, in each case, for representations and warranties that explicitly relate to an earlier date.

4. Effect of Amendment. All the terms, conditions, and provisions of the Trademark Security Agreement, as amended, shall continue in full force and effect.

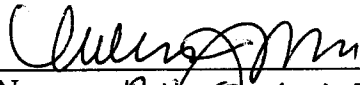
5. Counterparts. This Amendment may be executed in any number of counterparts, which together shall constitute one and the same agreement.

6. Miscellaneous. This Amendment and the Trademark Security Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior dealings, correspondence, conversations or communications between the parties with respect to the subject matter hereof.

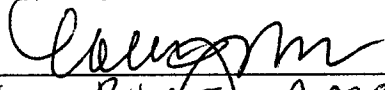
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above first written.

BIG DOG USA, INC., a California corporation, as  
Big Dog

By:   
Name: ROBERTA MORRIS  
Title: CFO

BIG DOG HOLDINGS, INC.  
a Delaware corporation, as Guarantor

By:   
Name: ROBERTA MORRIS  
Title: CFO

WELLS FARGO RETAIL FINANCE II, LLC,  
a Delaware limited liability company, as Agent

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

*[Signature page to First Amendment to Trademark Security Agreement – Big Dog]*



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above first written.


BIG DOG USA, INC., a California corporation, as  
Big Dog

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

BIG DOG HOLDINGS, INC.  
a Delaware corporation, as Guarantor

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

WELLS FARGO RETAIL FINANCE II, LLC,  
a Delaware limited liability company, as Agent

By:   
Name: EILEEN QUINN  
Title: SVP

*[Signature page to First Amendment to Trademark Security Agreement – Big Dog]*

**Schedule A**

**TRADEMARK**

**REEL: 003124 FRAME: 0798**

### Big Dog Holdings Trademarks

Mark	Country	Serial Number	Reg. Number	Class(es)
Authentic Comfort	U.S.	78/396,667		25
Authentic Comfort	U.S.	78/396,677		18
Authentic Comfort	U.S.	78/397,779		18
Authentic Comfort & Design	U.S.	78/397,784		25
Baby Dog Design	U.S.	74/625,796	2,114,455	25
Bad Dog	US	78/637,480		25
Bad Dog & Design	U.S.	75/294,784		25
Bad Dog & Design	U.S.	75/295,009	2,568,750	06, 09, 16, 21
BDS	U.S.	75/702,524	2,335,873	25
Big Big Dogs	U.S.	74/625,780	2,217,495	25
Big Dog	E.C.	084210	084210	12, 37
Big Dog	U.S.	74/698,908	2,166,733	37, 42
Big Dog	U.S.	74/698,908	2,166,733	37, 42
Big Dog	U.S.	75/004,206	1,985,899	28
Big Dog	U.S.	75/976,098	2,078,155	12
Big Dog	U.S.	78/527,528		41
Big Dog	U.S.	78/527,537		09
Big Dog Club	U.S.	76/123,788	2,546,520	35
Big Dog Entertainment	U.S.	75/797,005	2,825,395	41
Big Dog Imprints	U.S.			
Big Dog Motorcycles	U.S.	75/189,686	2,110,697	12
Big Dog Shootout	U.S.	76/292,794	2,755,108	41
Big Dog Sportswear	CA State		041,701	25
Big Dog Sportswear	Canada	0877458	TMA586230	35, 38, 42
Big Dog Sportswear	U.S.	74/351,518	1,798,361	42
Big Dogs	Argentina	1586340	1586340	25
Big Dogs	Brazil	823847055		25
Big Dogs	Canada	57500201	347918	25
Big Dogs	China	1485118	1485118	28
Big Dogs	China	881458	881458	25
Big Dogs	E.C.	867275	867275	03, 06, 09 14, 16, 18, 20, 21, 24 25, 26, 28 30, 41
Big Dogs	Guatemala	6823	88103	25
Big Dogs	India	629596	629596	25
Big Dogs	Indonesia	342168	342168	25
Big Dogs	Ireland	94/3165	160846	25
Big Dogs	Israel	92755	92755	25
Big Dogs	Japan	51275/99	4520491	25

Mark	Country	Serial Number	Reg. Number	Class(es)
Big Dogs	Korea	98-0025915	467464	25, 49
Big Dogs	Malaysia	94/5819	94/5819	25
Big Dogs	N. Zealand	237246	237246	25
Big Dogs	Pakistan	125278	125278	25
Big Dogs	Philippines	96331	4199498450	25
Big Dogs	Russia	94020267	134174	25
Big Dogs	Singapore	S/4336/94	T94/04336F	25
Big Dogs	U.S.	73/626,412	1,459,306	25
Big Dogs	U.S.	74/381,860	1,842,765	09, 14, 16, 18, 21, 24
Big Dogs	U.S.	75/499,152	2,295,456	09, 18, 21
Big Dogs	U.S.	75/599,164		05, 30, 32
Big Dogs	U.S.	75/677,919	2,705,708	35
Big Dogs	U.S.	75/691,994	2,551,515	28
Big Dogs	U.S.	75/977,671	2,206,261	03, 09, 14, 16, 18, 20, 21, 24, 25, 28, 42
Big Dogs & Design	Australia	500922	500922	25
Big Dogs & Design	Austria	AM2804/89	128917	25
Big Dogs & Design	Belize	8853	8853	25
Big Dogs & Design	Benelux	729,677	464138	25
Big Dogs & Design	Brazil	823847063		25
Big Dogs & Design	Denmark	4.325/89	VR199005448	25
Big Dogs & Design	France	132.465	1532618	25
Big Dogs & Design	Germany	S48471/25 Wz	1150261	25
Big Dogs & Design	Greece	95782	95782	25
Big Dogs & Design	Hong Kong	9245/89	00220/1992	25
Big Dogs & Design	Indonesia	509390	509390	25
Big Dogs & Design	Italy	556932	MI99C-005851	25
Big Dogs & Design	Japan	123438/88	2346496	25
Big Dogs & Design	Mexico	175,533	503421	25
Big Dogs & Design	Norway	89.2798	143060	25
Big Dogs & Design	Portugal	256542	256542	25
Big Dogs & Design	Spain	1509271	1509271	25
Big Dogs & Design	Sweden	89-5468	221761	25
Big Dogs & Design	Switzerland	4486	378832	25
Big Dogs & Design	U.K.	1384880	1384880	25
Big Dogs & Design	U.S.	75/692,850	2,348,494	25
Big Dogs & Design	U.S.	75/706,274	2,710,307	35
Big Dogs Kids	U.S.	76/446,456	2,746,763	25
Bigdog Motorcycles & Design	U.S.	75/189,926	2,109,020	12
Bigdogs.com	U.S.	75/677,071	2,740,896	35
Bruiser The Big Dog Of Tandem Pullers	U.S.	75/303,270	2,470,795	08
Denim Dogs	U.S.	74/625,795	2,077,876	25

Mark	Country	Serial Number	Reg. Number	Class(es)
If You Can't Run With The Big Dogs Stay On The Porch	U.S.	74/713,177	2,048,686	25
If You Can't Run With The Big Dogs Stay On The Porch	U.S.	74/713,193	2,048,687	21
If You Can't Run With The Big Dogs Stay On The Porch	U.S.	74/713,195	2,048,688	16
It's A Jungle Out There	U.S.	74/481,571	1,910,157	25
It's Five O'Clock Somewhere!	US	78/453,043		16, 24, 25, 42
Lifeforms	U.S.	74/222,469	1,710,157	25
Lifeforms	U.S.	75/358,112	2,201,356	25
Little Big Dogs	U.S.	74/625,794	2,059,754	25
Polar Dog	U.S.	76/015,687	2,430,026	25
Polar Dogs	U.S.	76/450,645	2,837,826	25
QVF - Quality Value Fun Big Dogs & Design	U.S.	75/606,237	2,570,563	35
Run With The Big Dogs	U.S.	74/625,783	2,236,932	31
Run With The Big Dogs	U.S.	74/625,790	1,986,729	25
Run With The Big Dogs	U.S.	74/634,303	1,980,728	18
Run With The Big Dogs	U.S.	74/634,306	1,980,729	21
Running Big Dog Design	U.S.	74/625,777	1,988,089	25
Sierra West	U.S.	74/630,530	1,986,750	25
Standing Big Dog Design	China	1485119	1485119	28
Standing Big Dog Design	E.C.	1211184	1211184	03, 06, 09 14, 16, 18, 20, 21, 24, 25, 26, 28, 30, 41
Standing Big Dog Design	Indonesia	509389	509389	25
Standing Big Dog Design	Japan	51274/99	4440737	18, 25
Standing Big Dog Design	U.S.	73/626,414	1,490,237	25
Standing Big Dog Design	U.S.	74/383,862	1,818,819	09, 14, 16, 18, 21, 24
Standing Big Dog Design	U.S.	74/625,776	1,952,997	31
Standing Big Dog Design	U.S.	74/625,781	2,044,478	21

Mark	Country	Serial Number	Reg. Number	Class(es)
Standing Big Dog Design	U.S.	74/625,784	1,940,076	14
Standing Big Dog Design	U.S.	74/625,785	1,942,816	16
Standing Big Dog Design	U.S.	74/625,786	1,941,228	18
Standing Big Dog Design	U.S.	74/625,787	1,942,817	06, 20
Standing Big Dog Design	U.S.	74/625,788	1,938,902	25
Standing Big Dog Design	U.S.	74/625,789	1,945,678	28
Standing Big Dog Design	U.S.	74/625,792	1,945,679	42
Standing Big Dog Design	U.S.	74/625,797	2,114,456	24
Standing Big Dog Design	U.S.	74/625,798	2,037,638	25
Standing Big Dog Design	U.S.	74/626,162	2,053,253	03
Standing Big Dog Design	U.S.	74/735,228	2,088,166	09
Standing Big Dog Design	U.S.	75/508,465	2,305,610	09
Standing Big Dog Design	U.S.	75/600,698	2,686,874	30, 32
Standing Big Dog Design	U.S.	75/976,012	2,078,147	28
Team Shred	U.S.	73/816,169	1,589,017	25
The Best Brands From Around The World	US	78/494,998		42
The Big Dogs	U.S.	75/618,367	2,367,923	38
The Walking Co.	E.C.	000500850	000500850	9, 25
The Walking Co.	U.S.	74/625,041	2,178,776	9, 16 & 18
The Walking Co. & Design	U.S.	75/851,142	2,397,877	35
The Walking Co. & Design	U.S.	76/173,460	2,492,669	35
The Walking Co. And Design	Canada	456587	456587	35
The Walking Co. And Design	E.C.	002084150	002084150	25, 28, 35
The Walking Company	Australia	680340	680340	25
The Walking Company	Australia	680341	680341	42
The Walking Company	Canada	496512	496512	25, 35
The Walking Company	Japan	10-033548	4443530	25

Mark	Country	Serial Number	Reg. Number	Class(es)
The Walking Company	U.S.	74/359,782	1,868,904	25
The Walking Company	U.S.	74/384,320	1,854,353	42
The Walking Company - arched	US	78/495,066		42
The Walking Company - globe	US	78/495,074		42
The Walking Store	Japan	5-18226	3126081	25
The Walking Store	U.S.	74/028,901	1,641,792	42
TheBigDogs.net	U.S.	75/618,369	2,367,924	38
Underdogs	U.S.	74/625,779	2,256,173	25
Walking Co	U.S.	75/851,140	2,397,876	35
Walking Co & Design	Brazil	824048016		25
Walking Isn't For Wimps	U.S.	74/625,069	2,070,289	25
Watch Dogs	U.S.	74/625,778	2,113,274	14
We Search The World Over So You Can Walk The World In Comfort	U.S.	74/625,042	2,037,633	25
Where The Big Dogs Shop	U.S.	75/691,993	2,815,244	35
Zante	E.C.	001238146	001238146	14, 18, 25
Zante	Japan	11-062409	4434993	25
Zante	U.S.	75/622,897	2,399,171	25