

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED, RESTATED AND CONSOLIDATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Big Dog USA, Inc.		04/27/2010	CORPORATION: CALIFORNIA
The Walking Company		04/27/2010	CORPORATION: DELAWARE
The Walking Company Holdings, Inc.		04/27/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Retail Finance, LLC as Collateral Agent
<b>Street Address:</b>	One Boston Place
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 74**

Property Type	Number	Word Mark
Serial Number:	77750434	ABEO
Registration Number:	3197303	AUTHENTIC COMFORT
Registration Number:	3197305	AUTHENTIC COMFORT
Registration Number:	3535385	BAD DOG
Registration Number:	3036995	BAD DOG
Registration Number:	2335873	BDS
Registration Number:	1985899	BIG DOG
Registration Number:	2546520	BIG DOG CLUB
Registration Number:	2825395	BIG DOG ENTERTAINMENT
Registration Number:	2755108	BIG DOG SHOOTOUT
Registration Number:	1798361	BIG DOG SPORTSWEAR

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Registration Number:	2551515	BIG DOGS
Registration Number:	2295456	BIG DOGS
Registration Number:	2206261	BIG DOGS
Registration Number:	2705708	BIG DOGS
Registration Number:	1459306	BIG DOGS
Registration Number:	1842765	BIG DOGS
Registration Number:	2348494	BIG DOGS
Registration Number:	2710307	BIG DOGS
Registration Number:	2740896	BIGDOGS.COM
Registration Number:	1818819	
Registration Number:	1938902	
Registration Number:	1940076	
Registration Number:	1941228	
Registration Number:	1942816	
Registration Number:	1945678	
Registration Number:	1945679	
Registration Number:	1988089	
Registration Number:	2037638	
Registration Number:	2044478	
Registration Number:	2078147	
Registration Number:	2114455	
Registration Number:	2114456	
Registration Number:	2305610	
Registration Number:	1490237	
Registration Number:	1942817	
Registration Number:	2151078	DOG EAT DOG
Registration Number:	3354712	FOOT WORX
Registration Number:	1046870	FOOTWORKS
Registration Number:	2866505	FOOTWORKS
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!
Serial Number:	78979408	IT'S FIVE O'CLOCK SOMEWHERE!
Registration Number:	3292532	LEARN TO RUN WITH THE BIG DOGS
Registration Number:	1630930	LIFEFORMS NATUREWEAR
Registration Number:	1710157	LIFEFORMS
Registration Number:	2059754	LITTLE BIG DOGS
Registration Number:	1236791	OVERLAND
Registration Number:	1250060	OVERLAND TRADING CO.
Registration Number:	2430026	POLAR DOG
Registration Number:	2837826	POLAR DOGS
Registration Number:	2570563	QVF QUALITY VALUE FUN BIG DOGS
Registration Number:	1980728	RUN WITH THE BIG DOGS
Registration Number:	1980729	RUN WITH THE BIG DOGS
Registration Number:	1986729	RUN WITH THE BIG DOGS
Registration Number:	1855400	SOLE OUTDOORS
Registration Number:	1589017	TEAM SHRED
Registration Number:	3038551	THE BEST BRANDS FROM AROUND THE WORLD
Registration Number:	1854353	THE WALKING COMPANY
Registration Number:	1868904	THE WALKING COMPANY
Registration Number:	3070450	THE WALKING COMPANY
Registration Number:	3072992	THE WALKING COMPANY AUTHENTIC COMFORT
Registration Number:	1641792	THE WALKING STORE
Serial Number:	77829261	UC 24/7
Serial Number:	77916136	UMBERTO RAFFINI
Registration Number:	2397876	WALKING CO
Registration Number:	2397877	WALKING CO-
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:	3332011	ZEALAND
Registration Number:	3645017	ZEALAND

**CORRESPONDENCE DATA**

Fax Number: (617)856-8201

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617-856-8145

**TRADEMARK**  
**REEL: 004196 FRAME: 0710**

Email: ip@brownrudnick.com  
Correspondent Name: Mark S. Leonardo  
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ATTORNEY DOCKET NUMBER:	23595/14
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/Mark S. Leonardo/
Date:	04/30/2010

**Total Attachments: 30**

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**AMENDED, RESTATED AND CONSOLIDATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

THIS AMENDED, RESTATED AND CONSOLIDATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), dated April 27, 2010, is by and between Big Dog USA, Inc., a California corporation ("**Big Dog**"), The Walking Company, a Delaware corporation ("**TWC**" and together with Big Dog, each, a "**Borrower**" and collectively, the "**Borrowers**"), The Walking Company Holdings, Inc., a Delaware corporation ("**Guarantor**" and together with the Borrowers, each a "**Loan Party**" and collectively, the "**Loan Parties**") and Wells Fargo Retail Finance, LLC, a Delaware limited liability company, in its capacity as Collateral Agent under the Loan Agreement (the "**Agent**") for the benefit of itself and the other Revolving Credit Lenders (all as defined below).

**W I T N E S S E T H:**

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 pending and 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;

WHEREAS, certain of the Loan Parties are parties to that certain Trademark Security Agreement dated as of October 23, 2001, as amended by that certain First Amendment to the Trademark Security Agreement dated as of July 7, 2005 (collectively, the "**Existing Trademark Security Agreement**");

WHEREAS, certain of the Loan Parties are parties to that certain Copyright Security Agreement dated as of October 23, 2001, as amended by that certain First Amendment to the Copyright Security Agreement dated as of July 7, 2005 (collectively, the "**Existing Copyright Security Agreement**" and together with the Existing Trademark Security Agreement, the "**Existing Intellectual Property Security Agreements**");

WHEREAS, the Loan Parties are parties to that certain First Amended, Restated and Consolidated Loan and Security Agreement dated as of July 7, 2005 (the "**Pre-Petition Loan Agreement**"), as amended and restated by that certain First Amended and Restated Ratification and Amendment Agreement dated as of December 7, 2009 (as amended, restated, modified and/or supplemented prior to the date hereof, the "**DIP Agreement**");

WHEREAS, the Guarantor is a party to that certain Guarantor Security Agreement dated as of October 23, 2001, as amended by that certain First Amendment to the Guarantor Security Agreement dated as of March 2, 2004, as further amended by that certain Second Amendment to the Guarantor Security Agreement dated as of July 7, 2005 by and between the Guarantor and the Agent (collectively, the "**Existing Guarantor Security Agreement**");

WHEREAS, the Loan Parties have requested that the Pre-Petition Loan Agreement, as amended and Restated by the DIP Agreement, be amended, restated and replaced by that certain Second Amended and Restated Loan and Security Agreement, dated as of even date herewith (as may be amended, restated, modified and/or supplemented from time to time, 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, the Revolving Credit Lenders named therein (the “**Revolving Credit Lenders**”) and the Agent, to, among other things, revise certain terms set forth in the Pre-Petition Loan Agreement, as amended and restated by the DIP Agreement;

WHEREAS, as a condition, among others, to the Agent’s and Revolving Credit Lenders’ agreement to amend and restate the Pre-Petition Loan Agreement, as amended and restated by the DIP Agreement, with the Loan Agreement, Agent and Revolving Credit Lenders have required the Guarantor to execute that certain Amended and Restated Guarantor Security Agreement dated as of even date herewith (as it may be amended, restated, modified and/or supplemented from time to time, the “**Guarantor Security Agreement**”);

WHEREAS, pursuant to the Loan Agreement, the Borrowers have granted to the Agent, for the benefit of itself and the other Revolving Credit Lenders, a security interest in the Collateral to secure the Obligations of Borrowers to the Agent and Revolving Credit Lenders;

WHEREAS, pursuant to the Guarantor Security Agreement, the Guarantor has granted to the Agent for the benefit of itself and the other Revolving Credit Lenders, a security interest in the Collateral (as defined in the Guarantor Security Agreement) to secure the Guaranteed Obligations (as defined in the Guarantor Security Agreement) of the Guarantor to the Agent and Revolving Credit Lenders; and

WHEREAS, as a condition, among others, to the Agent’s and Revolving Credit Lenders’ agreement to amend and restate the Pre-Petition Loan Agreement, as amended and restated by the DIP Agreement, with the Loan Agreement, continue to make advances and make available to Borrower financial accommodations pursuant to the Loan Agreement, and to further secure the Obligations of the Borrowers and the Guaranteed Obligations of the Guarantor to the Agent and Revolving Credit Lenders and to more fully vest the security interest granted in the Loan Agreement and Guarantor Security Agreement, the Borrowers have executed this Agreement.

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 hereby agree as follows:

1. GRANT OF SECURITY INTEREST.

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), each Loan Party hereby grants to the Agent 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, and all research and development relating to the foregoing; (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 all research and development relating to the foregoing; 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 (whether registered or unregistered) including any derivative works thereof, 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 all research and development relating to the foregoing; 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, 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, Patent 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 a Loan Party against third parties for past or future infringement of any of the IP Collateral.

## 2. OBLIGATIONS SECURED.

The security interest, lien and other interests granted to the Agent pursuant to this Agreement shall secure the prompt performance, observance and payment in full of the Obligations (as defined in the Loan Agreement) with respect to each Borrower and the Guaranteed Obligations (as defined in the Guaranty) with respect to the other Loan Parties (all of the foregoing being collectively referred to herein as the “**Obligations**”).

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Loan Party hereby represents, warrants and covenants with and to the Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the existing IP Collateral is valid and subsisting in full force and effect, and the Loan Parties own sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. The Loan Parties shall, at the Loan Parties' expense, perform all acts and execute all documents necessary to maintain the existence of the 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 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 Loan Documents, (ii) the 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 the Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by the 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 the 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 the Agent to file one or more financing statements (or similar documents) with respect to the IP Collateral. The Loan Parties further authorizes the 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 or otherwise encumbered such IP Collateral.

(e) Each Loan Party shall, concurrently with the execution and delivery of this Agreement, execute and deliver to the Agent five (5) 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 Agent's exercise of the rights and remedies granted to the Agent hereunder and under the Loan Agreement; provided that the Agent shall not use such Special Power of Attorney unless an Event of Default has occurred and is then continuing.

(f) The Agent may, in its Permitted Discretion, pay any amount or do any act which the Loan Parties fail to pay or do as required hereunder or as requested by the 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 the Agent for any such payment of reasonable and documented fees, which payment shall be deemed an Advance by Agent to each Borrower, 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 the Agent, the Loan Parties shall promptly execute and deliver to the Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by the 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 the Agent.

(h) The Loan Parties shall render any assistance, as the Agent shall determine is necessary, to the 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 the Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(i) To the Loan Parties' knowledge, no material infringement or unauthorized use presently is being made of any IP Collateral that would adversely affect in any material respect the fair market value of the IP Collateral or the benefits of this Agreement granted to the Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Agent hereunder. The Loan Parties shall promptly notify the Agent if the Loan Parties (or any affiliate or subsidiary thereof) learn of any use by any person of any term or design which infringes on any IP Collateral or is likely to cause confusion with any such IP Collateral that could reasonably be expected to result in a Material Adverse Effect. If requested by the Agent, the Loan Parties, at the Loan Parties' expense, shall join with the Agent in such action as the Agent, in Agent's Permitted Discretion, may deem advisable for the protection of Agent's interest in and to the IP Collateral.

(j) The Loan Parties assume all responsibility and liability arising from the use of the IP Collateral and the Loan Parties hereby indemnify and hold Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including 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 each Loan Party (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 promptly pay the Agent for any and all expenditures made by the Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the IP Collateral, or the security interests and conditional assignment granted hereunder,

including, but not limited to, all filing or recording fees, court costs, reasonable and documented collection charges, reasonable and documented travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

(l) The Loan Parties shall deliver to the Agent all documents, instruments and other items as may be necessary for the 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 the Obligations are paid in full, the Loan Parties acquire any new IP Collateral or rights thereto, the Loan Parties shall give to the Agent prompt written notice thereof, and this Agreement shall apply to any such new IP Collateral. The Loan Parties shall: (i) prosecute diligently any trademark, patent or copyright application at any time pending; (ii) make application for registration or issuance of all new trademarks, patents and copyrights as reasonably deemed appropriate by the Loan Parties; (iii) preserve and maintain all rights in the IP Collateral; and (iv) use its best efforts to obtain any consents, waivers or agreements necessary to enable the Agent to exercise its remedies with respect to the IP Collateral. The Loan Parties shall not abandon any material right to file a trademark, patent or copyright application nor shall the Loan Parties abandon any material pending trademark, patent or copyright application, or material Trademark, Patent or Copyright without the prior written consent of the Agent. The Loan Parties represent and warrant to the Agent that the execution, delivery and performance of this Agreement by the Loan Parties will not violate or cause a default under any of the IP Collateral or any agreement in connection therewith.

(m) The Loan Parties, at their own cost, shall cooperate with the 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 the Agent, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, Applicable Law or otherwise, the Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, the Loan Parties except as such notice or consent is expressly provided for hereunder:

(a) The Agent may require, upon no less than five (5) days prior 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 whatsoever. The 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 the Agent by the Loan Parties or any Subsidiary or Affiliate of the Loan Parties or for such other reason as the Agent may determine in its Permitted Discretion.

(b) Upon no less than five (5) days prior to the Loan Parties, the 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 the 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, the 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 five (5) days' prior written notice to the Loan Parties of any proposed disposition thereto. The Agent shall have the power to buy the IP Collateral or any part thereof, and the Agent shall also have the power to execute assurances and perform all other acts which the 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, the 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 the 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 attorneys' fees and legal expenses, which shall be applied in accordance with the terms of the Loan Agreement. The Loan Parties agree that the Agent has no obligation to preserve rights to the IP Collateral against any other parties.

(e) The 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 the Agent or to the 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. So long as no Event of Default occurs and is continuing, the Agent and its designee, and the other Secured Parties shall maintain all such knowledge and expertise in strict confidence.

(g) Nothing contained herein shall be construed as requiring the Agent to take any such action at any time. All of the Agent's rights and remedies, whether provided under this Agreement, the other Loan Documents, 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 the Agent in and to all IP Collateral owned or used by such Loan Party to the extent necessary to enable the 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. Further, the 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 collateral assignment and license shall not be effective as to any U.S. 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 the 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 the Loan Parties or any other Person by Agent or any Lender.

7. INCORPORATION OF LOAN AGREEMENT AND LOAN DOCUMENTS.

The Loan Agreement and each Loan Document and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. 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 the 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 the Agent, for its own benefit and the benefit of the other Secured Parties, under the Loan Agreement and the other Loan Documents. All provisions of the Loan Agreement and other Loan Documents shall apply to the IP Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral (as such term is defined in the Security Agreement and Loan Agreement). In the event of a conflict between this Agreement and the Loan Agreement or any other Loan Document, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement or Security Agreement, as applicable, with respect to all other Collateral (as such term is defined in the Security Agreement and Loan Agreement).

8. AMENDMENT AND REINSTATEMENT.

This Agreement amends, restates, consolidates and replaces the Existing Intellectual Property Security Agreements in their entirety. The Loan Parties acknowledge and agree that (i) each reference in the Loan Documents to the "Intellectual Property Security Agreement" shall be a reference to this Agreement, (ii) any "Obligations" (as defined under the Pre-Petition Loan Agreement, as amended and restated by the DIP Agreement) outstanding as of the date hereof shall constitute continuing Obligations hereunder for which the Borrowers are each jointly and severally liable and are hereby ratified and confirmed, and (iii) any "Guarantied Obligations" (as defined under the Existing Guarantor Security Agreement) outstanding as of the date hereof shall constitute continuing Obligations hereunder for which Guarantor is liable and are hereby ratified and confirmed.

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

BIG DOG USA, INC.  
("Borrower")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**ANTHONY J. WALL**  
**Executive Vice President**

THE WALKING COMPANY  
("Borrower")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**ANTHONY J. WALL**  
**Executive Vice President**

THE WALKING COMPANY HOLDINGS,  
INC.  
("Guarantor")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**ANTHONY J. WALL**  
**Executive Vice President**

WELLS FARGO RETAIL FINANCE, LLC  
("Agent")

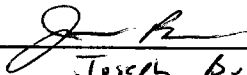
By:   
Name: Joseph Burt  
Title: Director

EXHIBIT A  
TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

Attached

**The Walking Company Holdings, Inc.**

**Copyrights:**            See Attached Schedule

**Trademarks:**           See Attached Schedule

**Patents:**                None



**THE WALKING COMPANY HOLDINGS, INC.**

**REGISTERED COPYRIGHTS**

	<b><u>Title of Copyright</u></b>	<b><u>Registration Number</u></b>	<b><u>Effective Date of Registration</u></b>
1.	Big dogs : no. 551.	VA0000743398	1996-02-05
2.	Bad dog design : no. 418.	VA0000743399	1996-02-05
3.	You should see my "Big Dog" : no. 402.	VA0000743400	1996-02-05
4.	I feel the need, the need for speed!--top dog : no. 643.	VA0000743401	1996-02-05
5.	Rise above the competition! : no. 682.	VA0000743402	1996-02-05
6.	If you can't run with the Big Dogs--stay on the porch! : no. 420-A.	VA0000743403	1996-02-05
7.	Happy holidogs : no. 660.	VA0000743404	1996-02-05
8.	In the dog house again : no. 475.	VA0000743405	1996-02-05
9.	Get off the green or let the Big Dogs play through! : no. 645.	VA0000743406	1996-02-05
10.	Stop houndin' me woman! : no. 516.	VA0000743407	1996-02-05
11.	Life in the fast lane : no. 646.	VA0000743408	1996-02-05
12.	Big dogs don't scratch : no. 665.	VA0000743409	1996-02-05
13.	The Big Dogs hockey all star team : no. 699.	VA0000743410	1996-02-05
14.	Faster, stronger, bigger! : no. 700.	VA0000743411	1996-02-05
15.	The puck stops here! : no. 681.	VA0000743412	1996-02-05
16.	Now, that's a Big Dog! : no. 673.	VA0000743413	1996-02-05
17.	Dogzilla--too big to believe : no. 659.	VA0000743414	1996-02-05
18.	The Big Kahuna : no. 674.	VA0000743415	1996-02-05
19.	Ruffing the quarterback : no. 657.	VA0000743416	1996-02-05
20.	Rule the beach! : no. 697.	VA0000743417	1996-02-05
21.	Big Dog heroes : no. 656.	VA0000743418	1996-02-05
22.	Big Dogs dream team : no. 698.	VA0000743419	1996-02-05
23.	Big air--Big Dogs : no. 663.	VA0000743420	1996-02-05

	<u>Title</u>	<u>Registration Number</u>	<u>Effective Date of Registration</u>
24.	Run around the side : no. 602.	VA0000743421	1996-02-05
25.	Bone appetit : no. 555A.	VA0000743422	1996-02-05
26.	Dogs on hogs design : no. 443.	VA0000743423	1996-02-05
27.	Nothing gets by the big dog : design no. 609.	VA0000750456	1995-12-05
28.	Get the puck outta here : design no. 566.	VA0000750457	1995-12-05
29.	The unleashables : design no. 593.	VA0000750458	1995-12-05
30.	Rise above the competition : design no. 632.	VA0000750459	1995-12-05
31.	Big dog lager : design no. 520.	VA0000750460	1995-12-05
32.	Counting dogs : design no. 618.	VA0000750461	1995-12-05
33.	Big dogs hang 8 : design no. 627.	VA0000750462	1995-12-05
34.	Big dogs like it ruff : no. 600.	VA0000750463	1995-12-05
35.	If you aren't the lead dog, the scenery never changes : no. 476B.	VA0000750464	1995-12-05
36.	High four : no. 617.	VA0000750465	1995-12-05
37.	Fearsome foursome : no. 641.	VA0000750466	1995-12-05
38.	Lead, follow, or get out of the way : no. 615.	VA0000750467	1995-12-05
39.	Garth Barks : no. 599.	VA0000750468	1995-12-05
40.	If you can't ski with the big dogs, stay on the dock : no. 499.	VA0000750469	1995-12-05
41.	The Big D : no. 568.	VA0000750470	1995-12-05
42.	Bad dogs : no. 559.	VA0000750471	1995-12-05
43.	I can dig it : no. 590.	VA0000750472	1995-12-05
44.	Unless you're the lead dog, the scenery never changes : no. 614.	VA0000750473	1995-12-05
45.	If you can't ski with the big dogs, stay on the deck : no. 498.	VA0000750474	1995-12-05
46.	The name is Bone, James Bone : no. 647.	VA0000750475	1995-12-05
47.	Big dog pile : no. 567.	VA0000750476	1995-12-05
48.	You can move a mountain, but you can't budge a big dog : no. 557.	VA0000750477	1995-12-05
49.	Make a dog happy--save a tree : no. 410.	VA0000753918	1995-12-05

	<u>Title</u>	<u>Registration Number</u>	<u>Effective Date of Registration</u>
50.	Big dogs love t[o] serve! : no. 608.	VA0000753919	1995-12-05
51.	Dog-gone with the wind! : design no. 648.	VA0000754006	1995-12-05
52.	Big dogs : no. 628.	VA0000754007	1995-12-05
53.	Rasta dog : no. 550.	VA0000754008	1995-12-05
54.	Sniffed there, dug that : no. 612.	VA0000758602	1995-12-05
55.	Grateful dog : no. 595.	VA0000758603	1995-12-05
56.	Doguar XK9 : [design no. 592]	VA0000758604	1995-12-05
57.	Put your tail on the line : no. 604.	VA0000758605	1995-12-05
58.	Volley of the big dogs : no. 652.	VA0000758606	1995-12-05
59.	Run with the big dogs : no. 629.	VA0000758607	1995-12-05
60.	Nothing gets by the big dog : no. 638.	VA0000758608	1995-12-05
61.	Lead, follow, or get out of the way! : no. 407A.	VA0000758609	1995-12-05
62.	The biggest barks on earth : [design no. 606]	VA0000758610	1995-12-05
63.	Air big dogs : [design no. 616]	VA0000758611	1995-12-05
64.	Got dem ol' big dog blues : [design no. 511]	VA0000758612	1995-12-05
65.	Lead, follow, or get out of the way! : no. 407B.	VA0000758613	1995-12-05
66.	Don't even think about a leash : design no. 457.	VA0000758728	1995-11-20
67.	Quitters are never champions, champions are never quitters! : design no. 630.	VA0000758735	1995-11-20
68.	Big dog legends : no. 644.	VA0000758736	1995-11-20
69.	Big dog gym : design no. 591.	VA0000758737	1995-11-20
70.	Big dogs like it on top : design no. 613.	VA0000758738	1995-11-20
71.	America's pup : design no. 664.	VA0000758739	1995-11-20
72.	Get in line with the big dogs : design no. 642.	VA0000758740	1995-11-20
73.	Valley of the dogs : no. 594.	VA0000759399	1995-12-05
74.	Planet Big Dogs : no. 654.	VA0000759400	1995-12-05
75.	Down, boy, down : no. 569.	VA0000759401	1995-12-05
76.	The good, the bad, the big : no. 670.	VA0000759553	1995-12-19
77.	Get off the porch and run with the torch : no. 683.	VA0000759554	1995-12-19

	<u>Title</u>	<u>Registration Number</u>	<u>Effective Date of Registration</u>
78.	Have no fear, Big Dog is here : no. 694.	VA0000759555	1995-12-19
79.	Bad dog, attitude is everything : no. 661.	VA0000759556	1995-12-19
80.	Big Dog World : no. 686.	VA0000759557	1995-12-19
81.	When Big Dogs ruled the Earth : no. 709.	VA0000759558	1995-12-19
82.	Water Big Dog World : no. 705.	VA0000759559	1995-12-19
83.	Winning isn't everything, its the only thing : no. 668.	VA0000759560	1995-12-19
84.	If you aren't the lead dog, the scenery never changes! : no. 476.	VA0000759561	1995-12-19
85.	Altitude with an attitude! : no. 664.	VA0000759562	1995-12-19
86.	Camp Big Dogs : no. 706.	VA0000759563	1995-12-19
87.	King of the jungle : no. 691.	VA0000759564	1995-12-19
88.	Play with the big dogs : no. 430.	VA0000759565	1995-12-19
89.	Big dogs, places to go, things to do, people to sniff : no. 419.	VA0000759566	1995-12-19
90.	Big dogs don't fetch : no. 651.	VA0000759567	1995-12-19
91.	The big catch : no. 607.	VA0000759568	1995-12-19
92.	The good, the bad, the big, big dogs : no. 690.	VA0000759569	1995-12-19
93.	Feliz navidog! : no. 565.	VA0000770326	1995-12-05
94.	[Feed him : design no. 633]	VA0000770327	1995-12-05
95.	Giants of the Earth : no. 556.	VA0000770328	1995-12-05
96.	Did I mention, I have a big dog?! : no. 611.	VA0000770329	1995-12-05
97.	Grand Canine : no. 605.	VA0000770330	1995-12-05
98.	Land of the free, home of the big : no. 650.	VA0000770331	1995-12-05
99.	Big Dog : no. 421.	VA0000770332	1995-12-05
100.	Big dog gym : no. 696.	VA0000778058	1995-12-05
101.	I feel the need : no. 667.	VA0000778059	1995-12-05
102.	Starbarks--Big Dog to the rescue : design no. 631.	VA0000806893	1996-10-02
103.	Moon dogs : design no. 572.	VA0000806894	1996-10-02
104.	Altitude with an attitude : design no. 742.	VA0000806895	1996-10-02

<u>Title</u>	<u>Registration Number</u>	<u>Effective Date of Registration</u>
105. When Big Dogs ruled the earth : design no. 596.	VA0000806896	1996-10-02
106. If you can't surf with the Big Dogs, stay off the net : design no. 732.	VA0000806897	1996-10-02
107. Big Dogs, '96 : design no. 754.	VA0000806898	1996-10-02
108. The changing of the Big Dog, Barkingham Palace : design no. 722.	VA0000806899	1996-10-02
109. If you can't run with the Big Dogs, stay off the court! : design no. 743.	VA0000806900	1996-10-02
110. Make a dog happy. Save a tree : design no. 410.	VA0000806901	1996-10-02
111. If you can't ski with the Big Dogs, stay on the dock : design no. 753.	VA0000806902	1996-10-02
112. You ain't nothin' but a hound dog : design no. 749.	VA0000806903	1996-10-02
113. Night moves : design no. 703.	VA0000806904	1996-10-02
114. Big Dogs play to win : design no. 757.	VA0000806905	1996-10-02
115. Running rings around the competition : design no. 746.	VA0000806906	1996-10-02
116. Play with the Big Dogs : design no. 430.	VA0000806907	1996-10-02
117. Get off the green, or let the Big Dogs play through : design no. 740.	VA0000806908	1996-10-02
118. The few, the proud, the big : design no. 726.	VA0000806909	1996-10-02
119. The American dogma & dogpaw : design no. 552.	VA0000806910	1996-10-02
120. The Rolling Bones : design no. 714.	VA0000806911	1996-10-02
121. Tanned, rested & ready : design no. 610.	VA0000806912	1996-10-02
122. Big Dog strikes again : design no. 723.	VA0000806913	1996-10-02
123. Big Dogs in high places : design no. 580.	VA0000806914	1996-10-02
124. Big Dog Masters : design no. 750.	VA0000806915	1996-10-02
125. Large and in charge : design no. 671.	VA0000806916	1996-10-02
126. Leader of the pack : design no. 712.	VA0000806917	1996-10-02
127. Dream big : design no. 704.	VA0000806918	1996-10-02
128. Advantage Big Dog : design no. 711.	VA0000806919	1996-10-02
129. Big shot : design no. 676.	VA0000806920	1996-10-02
130. If you can't skate with the Big Dogs, get your ice outta here : design no. 736.	VA0000806921	1996-10-02

<u>Title</u>	<u>Registration Number</u>	<u>Effective Date of Registration</u>
131. Casabarka : design no. 718.	VA0000806922	1996-10-02
132. Property of BDU XXXXXL--really big : Big Dog University : no. 763.	VA0000835482	1997-02-27
133. No stopping a big dog! : no. 693.	VA0000835483	1997-02-27
134. Village dogs : no. 784.	VA0000835484	1997-02-27
135. Here comes Santa Paws! : no. 764.	VA0000835485	1997-02-27
136. If you can't run with the big dogs stay in the pits : no. 774.	VA0000835486	1997-02-27
137. Rockin & rollin' : no. 730.	VA0000835487	1997-02-27
138. Reel big! : no. 734.	VA0000835488	1997-02-27
139. Power hound : no. 769.	VA0000835489	1997-02-27
140. Big dogs off season training program : no. 775.	VA0000835490	1997-02-27
141. Nothing gets by the big dog : no. 782.	VA0000835491	1997-02-27
142. No goals, no glory : no. 783.	VA0000835492	1997-02-27
143. The harder I work, the luckier I get : no. 781.	VA0000835493	1997-02-27
144. Lead, follow, or get off the trail! : no. 755.	VA0000835494	1997-02-27
145. Large & in charge : no. 751.	VA0000835495	1997-02-27
146. Big dogs lap it up! : no. 717.	VA0000835496	1997-02-27
147. It's good to be the king : no. 780.	VA0000835497	1997-02-27
148. Not quite house broken : no. 758.	VA0000835498	1997-02-27
149. Grandma's--little big dog : no. 759.	VA0000835499	1997-02-27
150. Future big dogs : no. 760.	VA0000835500	1997-02-27
151. Fourth and growl : no. 771.	VA0000835501	1997-02-27
152. My first big dog tee : no. 761.	VA0000835502	1997-02-27
153. Fetch this : no. 747.	VA0000835503	1997-02-27
154. Fast break : no. 786.	VA0000835504	1997-02-27
155. If you can't drive with the big dogs--say on the range! : no. 762.	VA0000835505	1997-02-27
156. Dogathlon : no. 710.	VA0000835506	1997-02-27
157. Big Kahuna : dogabunga : no. 776.	VA0000835507	1997-02-27

<u>Title</u>	<u>Registration Number</u>	<u>Effective Date of Registration</u>
158. Big dogs call the shots : no. 773.	VA0000835508	1997-02-27
159. Altitude with an attitude : no. 767.	VA0000835509	1997-02-27
160. Authentic big dogs attitude, since 1983 : no. 779.	VA0000835510	1997-02-27
161. Bad dog : n. 766.	VA0000835511	1997-02-27
162. Big Dog University--MBA : master of big attitude : no. 777.	VA0000835512	1997-02-27
163. Dig this : no. 787.	VA0000835513	1997-02-27
164. Dogcatcher : no. 765.	VA0000835514	1997-02-27
165. Lead, follow, or get off the trail : design no. 768.	VA0000847333	1997-02-27
166. Unleash the power.	VA0000996180	1999-08-25
167. Who's yer daddy? : no. 1632.	VA0001135711	2002-06-07
168. Lord of the big dogs : no. 1644.	VA0001135712	2002-06-07
169. You mess with no. 1, we step on no. 2 : [no. 1629]	VA0001135713	2002-06-07
170. Hairy Pawter and the sorcerer's bone : [no. 1636]	VA0001135714	2002-06-07
171. All American grrl : no. 1646.	VA0001135715	2002-06-07
172. You may be a redneck big dog if ... : [no. 1487]	VA0001139920	2002-06-07
173. Attitude, come get some! : no. 1610.	VA0001139921	2002-06-07
174. They messed with the wrong dog! : no. 1619	VA0001139922	2002-06-07
175. Big dog barbeque rules : no. 1487.	VA0001139923	2002-06-07
176. Hasta la vista Bin Laden! : no. 1614.	VA0001139924	2002-06-07
177. America home of the big land of the free : no. 1602.	VA0001139925	2002-06-07
178. America's heroes : no. 1611.	VA0001139926	2002-06-07
179. Dogs on hogs : no. 183.	VA0001139927	2002-06-07
180. If you can't run with the big dogs stay in the pits : no. 183.	VA0001139929	2002-06-07
181. I don't have an attitude, I'm just right : no. 1657.	VA0001168613	2002-09-04
182. Unless you're the lead dog, the scenery never changes! : no. 1577.	VA0001168614	2002-09-04
183. Daditude : no. 1521.	VA0001168615	2002-09-04
184. Kickin' bass : no. 1499.	VA0001168616	2002-09-04

<u>Title</u>	<u>Registration Number</u>	<u>Effective Date of Registration</u>
185. Big dog mom rules : no. 1490.	VA0001168617	2002-09-04
186. Bite me : no. 1476.	VA0001168618	2002-09-04
187. This dog likes it hot : no. 1442.	VA0001168619	2002-09-04
188. Big Dog Trucking Co. : no. 1423.	VA0001168620	2002-09-04
189. I am the big dog : no. 1412.	VA0001168621	2002-09-04
190. South Bark : no. 973.	VA0001168622	2002-09-04
191. Give a big dog a fish, and he will eat for a day : no. 335.	VA0001168623	2002-09-04
192. Who's yer daddy? : no. 215.	VA0001168624	2002-09-04
193. Spiderdog : no. 1695.	VA0001168625	2002-09-04
194. Big dog dad, daily ATM dispenser : no. 1664.	VA0001168626	2002-09-04
195. Talk to the paw : no. 200.	VA0001175869	2002-09-23
196. It's not easy being a princess : no. 333.	VA0001175870	2002-09-23
197. Whaassupp? : no. 368.	VA0001175871	2002-09-23
198. Angel : no. 1433.	VA0001175872	2002-09-23
199. Who let the big dogs out? : no. 1467.	VA0001175873	2002-09-23
200. I let the dogs out : no. 1516.	VA0001175874	2002-09-23
201. Wishin' I was fishin' : no. 1532.	VA0001175875	2002-09-23
202. 1-800-BITE-ME : no. 1535.	VA0001175876	2002-09-23
203. Bad grml : no. 1542.	VA0001175877	2002-09-23
204. Just do it tomorrow : no. 1543.	VA0001175878	2002-09-23
205. If you can't hit with the big dogs stay out of the park : no. 1548.	VA0001175879	2002-09-23
206. Large and in charage 2001 : no. 1510.	VA0001175880	2002-09-23
207. Big Dog, the sole survivor : no. 1494.	VA0001175881	2002-09-23
208. Big dogs only drink beer on days that end with "Y" : no. 1491.	VA0001175882	2002-09-23
209. Don't let the dogs out!, Jurassic bark : no. 1570.	VA0001181278	2003-01-30
210. Big paw, monster dog, madness : no. 121.	VA0001181279	2003-01-30
211. The lost dogs, Grrassic bark : no. 859.	VA0001181280	2003-01-30



<u>Title</u>	<u>Registration Number</u>	<u>Effective Date of Registration</u>
212. Jurassic bark : no. 1569.	VA0001181281	2003-01-30
213. Big Dogs national champions 1993 XXXL : no. 1585.	VA0001185886	2003-02-28
214. Big Dogs : no. 1592.	VA0001185887	2003-02-28
215. Stop houndin' me woman! : no. 1667.	VA0001185888	2003-02-28
216. Big Dogs rip it! : no. 1710.	VA0001185889	2003-02-28
217. Sponge dog no pants : no. 1739.	VA0001185890	2003-02-28
218. It's OK, I've had my shots! : no. 1762.	VA0001185891	2003-02-28
219. She who must be obeyed! : no. 1784.	VA0001185892	2003-02-28
220. Attitude : no. 1804.	VA0001185893	2003-02-28
221. Lord of the Big Dogs : no. 1801.	VA0001185894	2003-02-28
222. I want a Heine! : no. 1805.	VA0001185895	2003-02-28
223. [XXXL LS] : no. 1808.	VA0001185896	2003-02-28
224. Big Dogs rip it! : no. 1810.	VA0001185897	2003-02-28
225. Welcome to barkini bottom : no. 1814.	VA0001185899	2003-02-28
226. Hey Saddam, get ready for your "inspection" : no. 1831.	VA0001185900	2003-02-28
227. BD golf shafts : no. 1698.	VA0001208410	2002-12-02
228. Don't do mornings : no. 1659.	VA0001208411	2002-12-02
229. Yo-Dog : no. 1747.	VA0001208412	2002-12-02
230. Don't fetch, don't bet : no. 1716.	VA0001208413	2002-12-02
231. The Osbones : no. 1745.	VA0001208414	2002-12-02
232. BD fishing club : no. 1663.	VA0001208415	2002-12-02
233. BD dad fear factor : no. 1674.	VA0001208416	2002-12-02
234. BD only fish Y days : no. 1426.	VA0001208417	2002-12-02
235. Survivor mom : no. 1581.	VA0001208418	2002-12-02
236. Just chew it : no. 1662.	VA0001208419	2002-12-02
237. Austin Bowwowers in Bonemember : no. 1763.	VA0001210148	2002-12-02
238. It's five o'clock somewhere!	VA0001329522	2005-08-04

**THE WALKING COMPANY HOLDINGS, INC.**

**TRADEMARK SCHEDULE**

<b>Trademark</b>	<b>Application Date</b>	<b>Application No.</b>	<b>Reg. No.</b>	<b>Regis. Date</b>	<b>Country</b>
BIG DOGS	11/11/2005	2635466	1586340	12/27/1995	Argentina
BIG DOGS	4/27/2001	823847055			Brazil
BIG DOGS & Design	4/27/2001	823847063			Brazil
BIG DOG SPORTSWEAR	N/A	N/A	041701RN:6603	3/22/1993	California
BIG DOG SPORTSWEAR	5/6/1998	877458	TMA586230	7/30/2003	Canada
BIG DOGS	12/18/1986	575002	TMA347918	11/18/1988	Canada
LIFEFORMS	4/24/1998	875947	TMA544357	5/1/2001	Canada
OVERLAND TRADING CO.	1/15/1982	480921	TMA294069	8/17/1984	Canada
THE WALKING CO. & Design	6/13/1994	756813	TMA456587	4/19/1996	Canada
THE WALKING COMPANY	6/13/1994	756806	TMA496512	6/19/1998	Canada
BIG DOGS	7/2/1999	9900075969	1485118	12/7/2000	China (PRC)
BIG DOGS	9/1/1994	881458	881458	10/14/1996	China (PRC)
Design Only (Standing Dog)	7/2/1999	9900075963	1485119	12/7/2000	China (PRC)
BIG DOGS	6/29/1998	867275	867275	8/14/2000	CTM
DESIGN ONLY	6/18/1999	1211184	1211184	6/13/2001	CTM
WALKING CO & Design	1/19/2001	2084150	2084150	11/12/2003	CTM
BIG DOGS & Design	6/14/1989	VR 1989 04325	VR 1990 05448	8/10/1990	Denmark
BIG DOGS	6/1/1994	629596	629596	5/30/2003	India
BIG DOGS	7/12/1994		342168	8/24/1995	Indonesia
BIG DOGS & Design (Standing Dog)	2/14/2001	D00-01-02879	509390	6/20/2002	Indonesia
Design Only (Standing Dog)	2/14/2001	D00-01-02878	509389	6/20/2002	Indonesia
BIG DOGS			160846	5/25/1994	Ireland
BIG DOGS	5/26/1994	92755	92755	5/26/1994	Israel
BIG DOGS & Design (Japanese Phonetics: BIGGUDOGGUZU)	10/31/1988	63123438	2346496	10/30/1991	Japan
BIG DOGS (Japanese Phonetics: BIGGUDOGGUZU)	6/11/1999	H11-051275/99	4520491	11/9/2001	Japan
DESIGN ONLY	6/11/1999	H11-051274	4440737	12/15/2000	Japan
BIG DOGS	7/9/1994	94/05819	94/05819	7/9/1994	Malaysia
BIG DOGS & Design	8/16/1993	175533	503421	9/8/1995	Mexico
BIG DOGS	5/25/1994	237246	237246	5/25/1994	New Zealand
BIG DOGS & Design		89.2798	143060		Norway
BIG DOGS	5/26/1994	125278	125278	5/26/1994	Pakistan
BIG DOGS	11/11/1994	96331	4-1994-98450	1/14/2000	Philippines
BIG DOGS & Design	6/26/1989	256542	256542	11/10/1992	Portugal

BIG DOGS	6/14/1994	94020267	134174	10/27/1995	Russian Federation
BIG DOGS	5/31/1994		T9404336F	5/31/1994	Singapore
BIG DOGS	10/2/1998	40-1998-25915	467464	3/30/2000	South Korea
Big Dogs & Design	6/7/1989	89-5468	221.761	3/8/1991	Sweden
BIG DOGS & Design (Standing Dog)	5/19/1989	1384880	1384880	7/24/1991	UK (United Kingdom)
ABEO	6/2/2009	77750434			USA
AUTHENTIC COMFORT	4/5/2004	78396667	3197303	1/9/2007	USA
AUTHENTIC COMFORT & Design	4/7/2004	78397784	3197305	1/9/2007	USA
BAD DOG	5/25/2005	78637480	3535385	11/18/2008	USA
BAD DOG & Design	5/20/1997	75294784	3036995	1/3/2006	USA
BDS	5/10/1999	75702524	2335873	3/28/2000	USA
BIG DOG	10/11/1995	75004206	1985899	7/9/1996	USA
BIG DOG CLUB	9/8/2000	76123788	2546520	3/12/2002	USA
BIG DOG ENTERTAINMENT	9/10/1999	75797005	2825395	3/23/2004	USA
BIG DOG SHOOTOUT	7/31/2001	76292794	2755108	8/26/2003	USA
BIG DOG SPORTSWEAR	1/25/1993	74351518	1798361	10/12/1993	USA
BIG DOGS	4/26/1999	75691994	2551515	3/26/2002	USA
BIG DOGS	6/8/1998	75499152	2295456	11/30/1999	USA
BIG DOGS	3/10/1993	75977671	2206261	11/24/1998	USA
BIG DOGS	4/7/1999	75677919	2705708	4/15/2003	USA
BIG DOGS	10/23/1986	73626412	1459306	9/29/1987	USA
BIG DOGS	4/23/1993	74381860	1842765	7/5/1994	USA
BIG DOGS & Design	4/28/1999	75692850	2348494	5/9/2000	USA
BIG DOGS & Design	5/14/1999	75706274	2710307	4/29/2003	USA
BIGDOGS.COM	4/7/1999	75677071	2740896	7/29/2003	USA
DESIGN ONLY	4/29/1993	74383862	1818819	2/1/1994	USA
DESIGN ONLY	1/26/1995	74625788	1938902	11/28/1995	USA
DESIGN ONLY	1/26/1995	74625784	1940076	12/5/1995	USA
DESIGN ONLY	1/26/1995	74625786	1941228	12/12/1995	USA
DESIGN ONLY	1/26/1995	74625785	1942816	12/19/1995	USA
DESIGN ONLY	1/26/1995	74625789	1945678	1/2/1996	USA
DESIGN ONLY	1/26/1995	74625792	1945679	1/2/1996	USA
DESIGN ONLY	1/26/1995	74625777	1988089	7/23/1996	USA
DESIGN ONLY	1/26/1995	74625798	2037638	2/11/1997	USA
DESIGN ONLY	1/26/1995	74625781	2044478	3/11/1997	USA
DESIGN ONLY	1/26/1995	75976012	2078147	7/8/1997	USA
DESIGN ONLY	1/26/1995	74625796	2114455	11/18/1997	USA
DESIGN ONLY	1/26/1995	74625797	2114456	11/18/1997	USA
DESIGN ONLY	6/25/1998	75508465	2305610	1/4/2000	USA
DESIGN ONLY	10/23/1986	73626414	1490237	5/31/1988	USA
DESIGN ONLY (standing Dog Design)	1/26/1995	74625787	1942817	12/19/1995	USA
DOG EAT DOG	12/15/1993	74470004	2151078	4/14/1998	USA
FOOT WORX	2/10/2005	76630936	3354712	12/18/2007	USA
FOOTWORKS	6/10/1975	73054753	1046870	8/24/1976	USA

FOOTWORKS	8/24/2001	78081082	2866505	7/27/2004	USA
IF YOU CAN'T RUN WITH THE BIG DOGS STAY ON THE PORCH	8/9/1995	74713177	2048686	4/1/1997	USA
IF YOU CAN'T RUN WITH THE BIG DOGS STAY ON THE PORCH	8/9/1995	74713193	2048687	4/1/1997	USA
IF YOU CAN'T RUN WITH THE BIG DOGS STAY ON THE PORCH	8/9/1995	74713195	2048688	4/1/1997	USA
IT'S A JUNGLE OUT THERE	1/24/1994	74481571	1910157	8/8/1995	USA
IT'S FIVE O'CLOCK SOMEWHERE!	7/19/2004	78453043			USA
IT'S FIVE O'CLOCK SOMEWHERE!	7/19/2004	78979408			USA
LEARN TO RUN WITH THE BIG DOGS	10/12/2001	76325208	3292532	9/18/2007	USA
LIFEFORMS NATUREWEAR	12/28/1989	74014868	1630930	1/8/1991	USA
LIFEFORMS	11/18/1991	74222469	1710157	8/25/1992	USA
LITTLE BIG DOGS	1/26/1995	74625794	2059754	5/6/1997	USA
OVERLAND	7/31/1980	73272436	1236791	5/3/1983	USA
OVERLAND TRADING CO.	7/31/1980	73272437	1250060	8/30/1983	USA
POLAR DOG	4/3/2000	76015687	2430026	2/20/2001	USA
POLAR DOGS	9/18/2002	76450645	2837826	5/4/2004	USA
QVF QUALITY VALUE FUN BIG DOGS	12/15/1998	75606237	2570563	5/21/2002	USA
RUN WITH THE BIG DOGS	2/10/1995	74634303	1980728	6/18/1996	USA
RUN WITH THE BIG DOGS	2/10/1995	74634306	1980729	6/18/1996	USA
RUN WITH THE BIG DOGS	1/26/1995	74625790	1986729	7/16/1996	USA
SOLE OUTDOORS	5/12/1993	74390409	1855400	9/20/1994	USA
TEAM SHRED	7/31/1989	73816169	1589017	3/27/1990	USA
THE BEST BRANDS FROM AROUND THE WORLD	10/5/2004	78494998	3038551	1/3/2006	USA
THE WALKING COMPANY	4/30/1993	74384320	1854353	9/13/1994	USA
THE WALKING COMPANY	2/17/1993	74359782	1868904	12/20/1994	USA
THE WALKING COMPANY	10/5/2004	78495066	3070450	3/21/2006	USA
THE WALKING COMPANY AUTHENTIC COMFORT	10/5/2004	78495074	3072992	3/28/2006	USA
THE WALKING STORE	2/14/1990	74028901	1641792	4/16/1991	USA
UC 24/7	9/17/2009	77829261			USA
UMBERTO RAFFINI	1/20/2010	77916136			USA
WALKING CO	11/17/1999	75851140	2397876	10/24/2000	USA

WALKING CO & Design	11/17/1999	75851142	2397877	10/24/2000	USA
WE SEARCH THE WORLD OVER SO YOU CAN WALK THE WORLD IN COMFORT	1/24/1995	74625042	2037633	2/11/1997	USA
WHERE THE BIG DOGS SHOP	4/26/1999	75691993	2815244	2/17/2004	USA
ZEALAND	2/6/2006	78808375	3332011	11/6/2007	USA
ZEALAND	2/6/2006	78808396	3645017	6/23/2009	USA

# THE WALKING COMPANY

## REGISTERED TRADEMARK SCHEDULE

Trademark	Application Date	Application No.	Reg. No.	Regs. Date	Country
THE WALKING COMPANY	12/8/1995	680340	680340	12/8/1995	Australia
THE WALKING COMPANY	12/8/1995	680341	680341	12/8/1995	Australia
WALKING CO. (Stylized)	6/28/2001	824048016			Brazil
THE WALKING CO.	4/2/1997	500850	500850	2/16/1999	CTM
THE WALKING COMPANY	4/22/1998	10-33548	4443530	1/5/2001	Japan
ZANTE		11-062409	4434993		Japan

### The Walking Company

Copyrights:           None

Patents:               None

**Big Dog USA, Inc.:**

**Copyrights:**           None

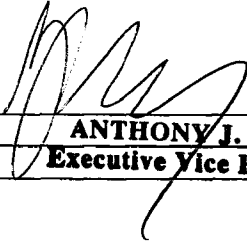
**Trademarks:**           None

**Patents:**               None

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated of even date herewith, between the Loan Party and the Agent (the "Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Agreement, are Paid in Full (as defined in the Loan Agreement described in the Agreement).

Dated: April \_\_, 2010

BIG DOG USA, INC.  
("Borrower")

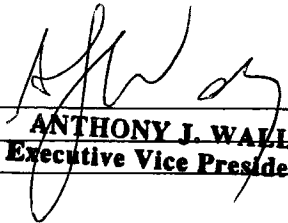
By:   
Name: ANTHONY J. WALL  
Title: Executive Vice President



This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated of even date herewith, between the Loan Party and the Agent (the "Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Agreement, are Paid in Full (as defined in the Loan Agreement described in the Agreement).

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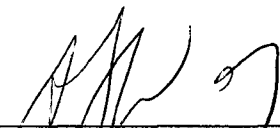
THE WALKING COMPANY  
("Borrower")

By:   
Name: ANTHONY J. WALL  
Title: Executive Vice President

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Dated: April \_\_, 2010

THE WALKING COMPANY HOLDINGS,  
INC.  
("Guarantor")

By:   
Name: ANTHONY J. WALL  
Title: Executive Vice President

[Signature page to Power of Attorney to Amended, Restated and Consolidated IP Security Agreement]