Form PTO-1594	08-07-1998	/CD CUEET	U.S. DEPARTMENT OF COMMERCE			
1-31-92		ONLY	Patent and Trademark Office			
To the Honora	able Comm. 100785967	ord the attached origin	nal decuments or copy thereof			
Name of conveying p Bentley's Luggage Co	arty(ies):	Name and address of rece Name: Bankers Trust Compar	siving particular to the second secon			
☐ Individuals ☐ General Partnersh ☒ Corporation-State ☐ Other	· ·	Internal Address: Street Address: One Ban City: New York State:	ikers Trust Plaza			
Additional name(s) of con-	veying party(ies) attached? ☐ Yes 🛛 No	☐ Individual(s) citizenship				
3. Nature of conveyance	□ Merger	☐ Association				
☑ Security Agreement ☐ Change of Name ☐ Other :xecution Date: July 14, 1998		☐ Other If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No (Designations must be a separate document from Assignment)				
A 1	Non-minimum and the second of	Additional name(s) & address(es) a				
 Application number(s Trademark Application 	4. Application number(s) or registration number(s):		Trademark Registration No.(s)\ 1,468,666			
document should be mailed; Name: <u>Kimberly V. Miller</u> Internal Address: <u>White & Case LLP</u>		7. Total fee (37 CFR 3.41):	\$ 140.00			
Roo	om 2604	. ☑ Enclosed ☑ Authorized to be charg deficiency	ed to deposit account, in case of			
Street Address: 1155 Av	enue of the Americas	8. Deposit account number: 23-1705				
City: New York	State: NY ZIP: 10036	. (Attach duplicate copy of	this page if paying by deposit accour			
Statement and signat	ure.	E THIS SPACE				
document. Kimberly V. Miller	owledge and belief, the foregoing information in our property of Person Signing	s true and correct and any attached	ed copy is a true copy of the original 7/31/78 Date			
ivanie (s. son eigining	3	ges comprising cover sheet:			
OMB No. 0651-0011 (e	exp. 4/94)					
Mail documents to b	Do not deta e recorded with required cover sheet info	ach this portion ormation to:	88			
	nmissioner of Patents and Trademarks Assignments		666 100 100			
	shington, D.C. 20231		₹.			

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per occument to be recorded, including time for reviewing the document and gathering the data needed, and completing and receiving the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A

<u>Mark</u>	Reg. No.	Reg. Date
BENTLEY'S LUGGAGE & GIFTS and Design	1,468,666	12/08/87, accepted 09/16/93
MARK PHILLIP	1,382,328	02/11/86, accepted 09/07/92
MIDNITE	1,278,051	05/15/84, accepted 03/22/90
MIRAGE	1,294,253	09/11/84, accepted 04/05/90
BENTLEY'S and Design	1,149,821	03/31/81, accepted 06/02/87

TRADEMARK REEL: 1764 FRAME: 0558

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BENTLEY'S LUGGAGE CORP., a Florida corporation ("the Grantor") with principal offices at 3353 N.W. 74th Avenue, Miami, Florida 33132, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 14, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

TRADEMARK REEL: 1764 FRAME: 0559

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 14th day of July.

> BENTLEY'S LUGGAGE CORP., as Grantor

Vice Pres.

Title:

BANKERS TRUST COMPANY, as Collateral Agent and Grantee

Title:

STATE OF NEW YORK)	
COUNTY OF NEW YORK)	SS.:
On this 14th day	of July, 1998, before me personally came
Joseph Pretlow who,	being by me duly sworn, did state as follows: that he is
Vice Pres of Ber	atley's Luggage Corp., that he is authorized to execute the
foregoing Agreement on behalf	of said corporation and that he did so by authority of the Board of
Directors of said corporation.	Drage Notary Public
Joseph Wetlow who, Vice Pres of Ber foregoing Agreement on behalf	being by me duly sworn, did state as follows: that he is attley's Luggage Corp., that he is authorized to execute the

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000

STATE OF NEW YORK)	
)	SS.:
COUNTY OF NEW YORK)	

On this 14th day of July, 1998, before me personally came

Greg P. Shefrin who, being by me duly sworn, did state as follows: that [s]he is Vice President of Bankers Trust Company, that [s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

JAMES BRAGG
Notary Public, State of New York
No. 018R6005423
Oualified in New York County
Commission Expires April 13, 2000

TRADEMARK REEL: 1764 FRAME: 0562