

MRD 7-31-98



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100785967

and the attached original documents or copy thereof.

TRADEMARK
REEL: 1764 FRAME: 551

documents or copy thereof.
 ing parties:
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 31
 ers Trust Plaza
 New York ZIP: 10006

01/05/1998 TTUN11 00000014 1468666
 01/05/1998 01/02/1998 40.00 00
 01/05/1998 01/02/1998 100.00 00

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

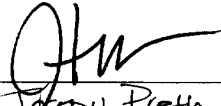
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BENTLEY'S LUGGAGE CORP., a Florida corporation ("the Grantor") with principal offices at 3353 N.W. 74th Avenue, Miami, Florida 33132, hereby grants to Bankers Trust Company, as Collateral Agent, with principal 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.

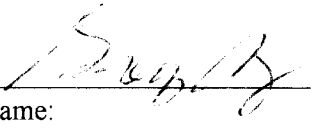
This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, 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.

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

BENTLEY'S LUGGAGE CORP.,
as Grantor

By: 
Name: Joseph H. Pretlow
Title: Vice Pres.

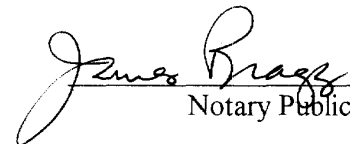
BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By: 
Name: _____
Title: **GREGORY P. SHEFRIN**
VICE PRESIDENT

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

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

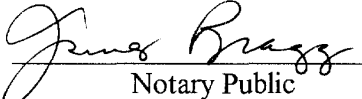
Joseph Retlow who, being by me duly sworn, did state as follows: that he is
Vice Pres of Bentley's Luggage Corp., that he is authorized to execute the
foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of
Directors of said corporation.


Notary Public

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.


Notary Public

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