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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Assistant Commissioner for Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party(ies):

Samsonite Corporation
11200 East 45th Avenue
Denver, Colorado 80239

A Delaware corporation.

2. Name and address of receiving party(ies):

Bank of America National Trust and Savings Association, as Collateral Agent
1455 Market Street, 12th Floor
San Francisco, California 94103

A national banking association.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes

(Designation must be a separate document from Assignment)

3. Nature of conveyance: security interest.

Execution date: August 7, 1998

4. Application number(s) or registration number(s):

A. Trademark application number(s)

See attached Schedule A (Part I)

B. Trademark registration number(s)

See attached Schedule A (Part II)



08/11/1998 DNGUYEN 00000063 74557380

01 FC:481 40.00 OF
02 FC:482 6525.00 OF

5. Name and address of party to whom correspondence concerning document should be mailed:

Stuart M. Rees, Esq.
Bingham, Dana LLP
150 Federal Street
Boston, Massachusetts 02110

6. Total number of applications and registrations involved: 214
7. Total fee enclosed: \$6,565.00
8. Deposit account number: Not applicable
9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.


Stuart M. Rees

Date: August 7, 1998

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 45

Mail documents to be recorded with required cover sheet information to:

Box ASSIGNMENT FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

cc: Ms. Elizabeth Borow (Bank of America)
Lisa S. Dorushkin, Esq. (Skadden)
David O. Johanson, Esq.
Alan W. Beloff, Esq.
Marijane Benner Browne, Esq.
(each w/enclosures)

SCHEDULE A
TRADE MARKS-SAMSONITE CORP.

PART I
Trademark Applications - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
TELLURIDE AND DESIGN	74/557380	04AU1994
TELLURIDE AND DESIGN	74/620599	12JA1995
AMERICAN TOURISTER & DESIGN	74/729102	14SE1995
TRAVEL EXPO	75/078415	25MR1996
SAMSONITE & SYMBOL (LINEAR)	75/080162	28MR1996
SAMSONITE	75/080163	28MR1996
SAMSONITE & SYMBOL (STACKED)	75/080164	28MR1996
AMERICAN TOURISTER GEAR & DESIGN	75/131011	08JUL1996
TRUNK & CO.	75/162212	09SE1996
TRUNK & CO & DESIGN	75/168968	19SE1996
AMERICAN TOURISTER	75/226129	13JA1997
AMERICAN TOURISTER	75/262774	24MR1997
EZ BIG WHEEL	75/313748	11NO1997
FIBRELOC	75/375715	20OC1997
TWILLOC	75/400318	04DE1997
EZ WAGON	75/409712	22DE1997
REGENT	75/409713	22DE1997
SIENA	75/409714	22DE1997
SAMSONITE BABY	75/412928	02JA1998

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TRADEMARKS-SAMSONITE CORP.

Trademark Applications - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
SALEM	75/420542	20JA1998
DETOUR & Design	75/444480	04MR1998
DETOUR	75/444574	04MR1998
TRAVEL ZONE	75/459281	30MR1998
ZIPLITE	75/465020	09AP1998
GORILLA-PROOF	75/491582	26MY1998
AMERICAN TOURISTER	75/495870	04JE1998
SAMSONITE FREEDOM	75/497806	08JE1998
AMERICAN TOURISTER	75/500203	11JE1998
SAMSONITE	75/513629	06JL1998
AMERICAN TOURISTER	75/513630	06JL1998

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TRADEMARKS-SAMSONITE CORP.

PART II

Trademark Registrations - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SAMSONITE	590973	15JE1954
SAMSONITE	599679	21DE1954
SAC-MOBILE	669460	11NO1958
SILHOUETTE	670064	25NO1958
LARK-PAK	714567	02MY1961
LARK	728121	06MR1962
DUETTE	739872	30OC1962
AMERICAN TOURISTER & Wings Design	750353	04JE1963
SENTRY	762541	07JA1964
TRIUMPH	773425	21JL1964
ROYAL TRAVELLER	773426	21JL1964
DESIGN/GIRL'S HEAD W/CASE	776830	15SE1964
I.D. Tag Design (old design)	798976	23NO1965
SIGNAT	833860	22AU1967
I.D. Tag Design (w/colors)	836166	03OC1967
SATURN	849229	21MY1968
PERMAMATIC	865162	25FE1969
AMERICAN TOURISTER & I.D. Tag Design	883590	06JA1970
ESCORT	911983	08JE1971

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Trademark Registrations – U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SYMBOL	982182	16AP1974
CLASSIC	1008098	01AP1975
PROFILE	1013560	17JE1975
SAMSONITE & SYMBOL (LINEAR)	1027382	16DE1975
SAMSONITE & SYMBOL (STACKED)	1033021	10FE1976
TOURISTER	1083975	31JA1978
AMERICAN	1103056	26SE1978
VIP	1109379	19DE1978
ADVANTAGE	1124921	11SE1979
ACCORD	1176203	03NO1981
SYMBOL	1193639	13AP1982
WALKING WARDROBE	1196246	25MY1982
FREE WHEELERS	1207238	07SE1982
KICKS	1209715	21SE1982
CROSS COUNTRY	1233592	05AP1983
EASY GOING	1244476	05JL1983
AMERICAN TOURISTER with Gorilla and I D. Design	1250360	06SE1983
LARK	1250367	06SE1983
BROKER	1267134	14FE1984

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Trademark Registrations – U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DELEGATE	1267135	14FE1984
SOFT-TECH	1267963	21FE1984
DOUBLE PILLAR Design	1271809	27MR1984
SAMSONITE & SYMBOL (LINEAR)	1272657	03AP1984
SAMSONITE	1273458	10AP1984
CARTWHEELS	1275194	24AP1984
AMERICAN TOURISTER	1275197	24AP1984
MONTE CARLO	1282487	19JE1984
DEPENDABLES	1286024	17JL1984
CANE ELEGANTE	1296282	18SE1984
LARK LOGO	1297564	25SE1984
VERONA	1312324	01JA1985
LE MANS	1325834	19MR1985
RALLY	1328511	02AP1985
BUSINESS EQUIPMENT	1333260	30AP1985
SARONNO	1344422	25JE1985
SUREGLIDE	1350300	23JL1985
MONTEREY	1377193	07JA1986
OUR STRENGTHS ARE LEGENDARY	1400335	08JL1986

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Trademark Registrations - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CAMPUS	1410527	23SE1986
THE WORLD'S GREATEST	1431627	03MR1987
RELAX. IT'S SAMSONITE.	1431976	10MR1987
GORILLA-GRIP	1470665	29DE1987
TIARA	1477701	23FE1988
PARK AVENUE	1478695	01MR1988
WORLD'S GREATEST	1485760	19AP1988
STAY PUT	1492250	14JE1988
DIGNITARY	1494246	28JE1988
STARBOARD	1559838	10OC1989
SUPRA	1560922	17OC1989
PIGGYBACK	1560923	17OC1989
FOCUS	1595379	08MY1990
PERMALITE	1595386	08MY1990
SAMSONITE & SYMBOL (LINEAR)	1619895	30OC1990
SAMSONITE	1622024	13NO1990
SYMBOL	1622025	13NO1990
SAMSONITE & SYMBOL (LINEAR)	1622026	13NO1990
TRIO	1630047	01JA1991

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Trademark Registrations - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AMERICAN FLYER	1642816	30AP1991
ULTRAVALET	1646852	04JE1991
SAMSONITE & SYMBOL (STACKED)	1668525	17DE1991
SAMSONITE & SYMBOL (LINEAR)	1670259	31DE1991
SYMBOL	1670260	31DE1991
EMISSARY	1671125	07JA1992
SAMSONITE	1674238	04FE1992
LEGACY	1674241	04FE1992
BULLET	1699082	07JL1992
SAMSONITE & SYMBOL (STACKED)	1700186	14JL1992
SAMSONITE	1719236	22SE1992
SAMSONITE & SYMBOL (LINEAR)	1724518	13OC1992
SAMSONITE & SYMBOL (STACKED)	1726586	20OC1992
SYMBOL	1738858	08DE1992
CARIBBEA CLASSIC	1748500	26JA1993
SYMBOL	1753731	23FE1993
ROYAL SAHARA	1756847	09MR1993
CARBON DESIGN	1759888	23MR1993
TIEMPO	1760687	23MR1993

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Trademark Registrations – U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
QUANTUM	1762075	30MR1993
LARK TIGER	1764501	13AP1993
EZ WHEELER	1765267	13AP1993
PERMAFLEX	1765268	13AP1993
PRISM	1779668	29JE1993
SAMMIES	1780239	06JL1993
SAMSONITE	1782477	20JL1993
RESERVED FOR THOSE WHO HAVE EARNED THEIR STRIPES	1785547	03AU1993
SAMSONITE & SYMBOL (STACKED)	1790432	31AU1993
SYMBOL	1792559	14SE1993
SAMSONITE	1793167	14SE1993
MARATHON	1794287	21SE1993
ROYAL TRAVELLER	1795483	28SE1993
ESTEEM	1798687	12OC1993
GENESIS & Design	1803257	09NO1993
GENESIS	1803259	09NO1993
EXCEL	1807533	30NO1993
VIBRATIONS	1821356	15FE1994
VIBRATIONS & Design	1821357	15FE1994

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Trademark Registrations - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ATRIUM	1821359	15FE1994
THE WORLD'S SMARTEST	1836185	10MY1994
SHADOW	1837516	24MY1994
FIBERFLEX	1850703	23AU1994
EASYTURN	1872095	03JA1995
SAMSONITE	1875864	24JA1995
GUARDIAN	1877489	07FE1995
PERFORMA PACKS	1879763	21FE1995
OUR STRENGTHS ARE LEGENDARY	1881928	07MR1995
ROYAL TRAVELLER	1884499	21MR1995
ROYAL TRAVELLER	1884876	21MR1995
EASYTURN & Design	1887166	04AP1995
ZIPLITE	1901224	20JE1995
SAMSONITE & SYMBOL (CIRCULAR DESIGN)	1906535	18JL1995
EPSILON	1912528	15AU1995
MAKING TRAVEL LESS PRIMITIVE	1920898	19SE1995
QUICK HOOK	1922929	26SE1995
ACCLAIM	1923661	03OC1995
SAMSONITE	1928454	17OC1995

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Trademark Registrations – U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ADVENTURE SERIES	1930596	31OC1995
WIDETRACKER	1933528	07NO1995
ORGANIZER III	1933922	07NO1995
LITE-TECH	1937346	21NO1995
SAMSONITE WORLD SPORT & DESIGN	1940585	12DE1995
SAMSONITE & SYMBOL (LINEAR)	1949697	16JA1996
SAMSONITE	1949698	16JA1996
SAMMIES	1970598	23AP1996
SPREE	1973142	07MY1996
SYMBOL	1980007	11JE1996
CARRYPAK	1980273	11JE1996
MAGNUM	1984508	02JL1996
SAMSONITE	1986008	09JL1996
WOODBURY	1989316	23JL1996
SAMSONITE	1995312	20AU1996
PARADIGM	2000366	10SE1996
INVERNESS	2007023	08OC1996
PARKDALE	2007024	08OC1996
WALDEN	2012696	29OC1996

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Trademark Registrations – U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
EUROCASE	2014782	12NO1996
ON THE JOB	2019661	26NO1996
SAMSONITE & SYMBOL (CIRCULAR DESIGN)	2027414	31DE1996
SYMBOL	2030506	14JA1997
Gorilla and I.D. Tag Design	2037431	11FE1997
OUTLINE	2043839	11MR1997
SAMSONITE	2050798	08AP1997
BAYFIELD	2053274	15AP1997
RE-PACKS	2058000	29AP1997
COMPATIBLE	2068045	03JE1997
SAMSONITE	2072349	17JE1997
SAMSONITE & SYMBOL (STACKED)	2072384	17JE1997
SAMSPORT	2080064	15JL1997
SAMSOUND & DESIGN	2092248	26AU1997
AMERICAN TOURISTER	2099624	23SE1997
AMERICAN TOURISTER AND DESIGN	2101690	30SE1997
AMERICAN TOURISTER	2107694	21OC1997
MAKING TRAVEL LESS PRIMITIVE & DESIGN	2107695	21OC1997
SAMSONITE & SYMBOL (LINEAR)	2107696	21OC1997

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Trademark Registrations – U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SAMSONITE	2107697	21OC1997
OUR STRENGTHS ARE LEGENDARY	2112817	11NO1997
ROYAL TRAVELLER	2114325	18NO1997
THE SURVIVOR	2116561	25NO1997
SAMSONITE	2116932	25NO1997
SAMGLOW	2117348	02DE1997
SAMSONITE & SYMBOL (CIRCULAR DESIGN)	2118452	02DE1997
SAMGLOW & DESIGN	2118893	09DE1997
TRAVEL ZONE	2124275	23DE1997
SAMSONITE & SYMBOL (BADGE)	2152556	21AP1998
EZ CART	2155527	05MY1998
EZ CART LOGO	2155725	05MY1998
TRAVEL EXPO GLOBE AND WINGS DESIGN	2171743	07JL1998

SAMSONITE CORPORATION
TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Trademark Agreement") dated as of August 7, 1998, by and between **SAMSONITE CORPORATION**, a Delaware corporation having its principal place of business at 11200 East 45th Avenue, Denver, Colorado 80239 (the "Assignor"), and **BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION**, a national banking association having a place of business at 1455 Market Street, 12th Floor, San Francisco, California 94103, as collateral agent (hereinafter, in such capacity, the "Collateral Agent") for the Secured Parties (as hereinafter defined).

WHEREAS, pursuant to the Second Amended and Restated Multicurrency Revolving Credit and Term Loan Agreement dated as of June 24, 1998 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), among the Assignor, Samsonite Europe, N.V., a corporation organized under the laws of Belgium (the "Foreign Borrower"), Bank of America National Trust and Savings Association, as administrative agent (the "Administrative Agent"), BankBoston, N.A., as syndication agent, Bank of America National Trust and Savings Association, BankBoston, N.A., and the other financial institutions which may from time to time become parties thereto (hereinafter, collectively, the "Lenders"), and the other parties thereto, the Lenders have, upon the terms and subject to the conditions contained therein, agreed to make loans and otherwise extend credit to the Borrowers (as defined in the Credit Agreement);

WHEREAS, pursuant to §9.24 of the Credit Agreement, the Assignor has agreed to grant to the Lenders and the Administrative Agent, as security for the Assignor's obligations to the Lenders and the Administrative Agent under or in respect of the Credit Agreement, a first priority perfected lien on and security interest in certain assets of the Assignor, including, without limitation, the Pledged Trademarks (as hereinafter defined), and in connection therewith the Assignor is entering into a Security Agreement of even date herewith, with the Collateral Agent (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement");

WHEREAS, the Assignor, Samsonite Company Stores, Inc., an Indiana corporation ("SCS"), McGregor II, LLC, a Delaware limited liability company ("McGregor"), the Administrative Agent and the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, are concurrently herewith entering into a Collateral Agency Agreement dated as of the date hereof (as amended, modified, supplemented or restated and in effect from time to time, the "Collateral Agency Agreement"); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. The terms "Secured Parties" and "Secured Obligations" shall have the respective meanings set forth in the Collateral Agency Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1 hereof.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents, agreements (except to the extent such agreements would not be included in the term "Collateral" under §2.3 of the Security Agreement) and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, but only to the extent that the Assignor has the right to convey such to the Collateral Agent, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended, modified, supplemented or restated and in effect from time to time.

Trademark License Rights. Any and all present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party, except for rights under agreements that would not be included in the term "Collateral" under §2.3 of the Security Agreement.

Trademark Registrations. All present or future rights of the Assignor in federal, state, local and foreign registrations of the Trademarks, all past, present

and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all present or future rights of the Assignor in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. Any and all present or future rights of the Assignor in all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

United States Pledged Trademarks. All federal and state Trademark Registrations, and otherwise all rights in the Trademarks (as defined above) arising under the laws of the United States or any state or governmental authority thereof.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor, which inures to the benefit of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest: Assignment of Marks. As collateral security for the payment and performance in full of all of the Secured Obligations, the Assignor hereby unconditionally grants to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, except to the extent that any Pledged Trademarks would not be included in the term "Collateral" under §2.3 of the Security Agreement, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent. In addition, the Assignor has executed in blank and delivered to the Collateral Agent an assignment of federally registered trademarks and pending applications for federal registration in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Collateral Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and then only in connection with the exercise of the Collateral Agent's remedies under this Trademark Agreement and the Security Agreement with respect to a material portion of the assets of the Assignor as to which the Pledged Trademarks (with respect to which the Assignment of Marks is recorded with the PTO) relate.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1 hereof, the Assignor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that, notwithstanding any implication to the contrary under 37 C.F.R. §3.56, such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default, and (b) upon or after the exercise by the Collateral Agent of its remedies pursuant to §8 hereof.

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement, the Assignor has granted to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Collateral Agent in and to the Pledged Trademarks (and any and all obligations

of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents warrants and covenants that, with respect to the Pledged Trademarks in which the Assignor has rights as of the date of the representation, warranty or covenant: (a) Schedule A attached hereto (and as the same may be amended or supplemented in accordance with the Credit Agreement or this Trademark Agreement) sets forth a true and complete list of all the United States Trademark Registrations owned or licensed as exclusive licensee by the Assignor; (b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, except as set forth on Schedule 8.6 and 8.7 of the Credit Agreement, there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations, other than routine PTO "office actions" with respect to pending applications; (c) to the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable to the extent such Trademark or Trademark Registration has not been abandoned; (d) to the Assignor's knowledge, except as set forth on Schedule 8.6 and 8.7 of the Credit Agreement, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (e) except as set forth on Schedule 8.6 and 8.7 of the Credit Agreement, no claim has been made in writing against the Assignor which remains unresolved that the use of any of the Trademarks does or may violate the rights of any third person, and to the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and Trademark Registrations (other than ownership and other rights reserved by third-party owners and their licensees with respect to Trademarks which the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the rights created by the Security Agreement, this Trademark Agreement, and Permitted Liens, and rights under license agreements and registered user agreements entered into by the Assignor and in effect as of the date hereof or, if entered into after the date hereof, as permitted by the terms of the Credit Agreement; (g) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (h) the Assignor will make reasonable efforts to use proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (i) the Assignor will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks to the extent that such obligation is required by §9.6 of the Credit Agreement; (j) this Trademark Agreement, together with the Security Agreement,

will create in favor of the Collateral Agent, for the benefit of the Secured Parties, a valid and perfected first priority security interest in the United States Pledged Trademarks upon making the filings referred to in clause (k) of this §3; and (k) except for the filing of financing statements under the Uniform Commercial Code and the recording of this Trademark Agreement (and amendments thereto with respect to after-acquired United States Trademark Registrations) with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Assignor or the effectiveness of the security interest and collateral assignment granted hereby (with respect to the United States Pledged Trademarks) or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (ii) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder with respect to the United States Pledged Trademarks, except that the exercise of certain remedies with respect to the United States Trademark Registrations may require subsequent filings with the PTO. Notwithstanding any provision herein to the contrary, any inaccuracy in any of the foregoing representations or warranties shall not be deemed a breach of this §3 by the Assignor, so long as such inaccuracy, individually or in the aggregate, does not have a Material Adverse Effect. Within thirty (30) days following the date hereof, the Assignor shall prepare and deliver (or cause to be prepared and delivered) to the Collateral Agent true, correct, and complete schedules setting forth all of the Trademark Registrations (other than United States Trademark Registrations) owned or licensed as exclusive licensee by the Assignor; provided, however, that, so long as no Default or Event of Default has occurred and is continuing, the Collateral Agent shall not take any action to perfect its security interest in Trademark Registrations which are not United States Trademark Registrations.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Collateral Agent and the Secured Parties and its employees and agents the right, upon reasonable notice and in accordance with the Assignor's reasonable and customary confidentiality procedures and other procedures relating to visitors to its plants and facilities, to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Collateral Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Assignor's business consistent with its past practices, and for transactions otherwise permitted under the terms of the Credit Agreement, the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before this Trademark Agreement terminates as provided in §12 hereof, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and, in the case of any new United States Trademark Registration included in the Pledged Trademarks, the Assignor shall, within sixty (60) days thereof, provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request, to the extent consistent with the terms of the Credit Agreement, further to implement, preserve or evidence the Collateral Agent's interest therein for the benefit of the Secured Parties and the Collateral Agent.

6.2. Amendment or Updating of Schedule. The Assignor authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6 hereof. The Assignor reserves the right to update Schedules 8.6 and 8.7 of the Credit Agreement and the Schedules hereto to reflect subsequent developments in order to appropriately qualify the representations and warranties made herein at each such time as such representations and warranties made herein are deemed reasserted pursuant to §13.1 of the Credit Agreement; provided that the foregoing right to update such Schedules shall not be deemed to limit the Assignor's covenants, representations and warranties hereunder or under the Credit Agreement and, provided further, that the facts, events or other changes reflected or disclosed in such updatings do not, individually or in the aggregate, have a Material Adverse Effect.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks consistent with this Trademark Agreement, and shall hold the Collateral Agent and the Secured Parties harmless from any and all costs, damages, liabilities and reasonable out-of-pocket expenses which may be incurred by the Collateral Agent or any of the Secured Parties in connection with the Collateral Agent's interest in the Pledged Trademarks prior to any exercise by the Collateral Agent of its remedies pursuant to §8 hereof or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby, except to the extent that the same may arise from the gross negligence or willful misconduct of the Collateral Agent.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, to the extent and in such manner as complies with §9.6 of the Credit Agreement, to prosecute diligently any trademark registration applications of the

Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including without limitation the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. Except to the extent permitted in §9.6 of the Credit Agreement, the Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Collateral Agent, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty, to the extent and in such manner as complies with §9.6 of the Credit Agreement, to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Collateral Agent shall be required to join in such suit or action upon the Assignor's request as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Collateral Agent is reasonably satisfied that such joinder will not subject the Collateral Agent or any of the Secured Parties to any risk of material liability for which they are not entitled to full indemnification (or, if an Event of Default shall then be continuing, they will not receive full indemnification in cash) from the Assignor; provided, however, that if the Collateral Agent does not join on such basis, it shall use reasonable efforts to obtain from the Secured Parties approval to relinquish the Collateral Agent's interest in the Pledged Trademarks that are the subject of the suit or action in order to remove the objection to the Assignor's standing to bring or maintain the suit or action. The Assignor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, reasonable out-of-pocket costs and expenses, including reasonable legal fees, incurred by the Collateral Agent and any of the Secured Parties pursuant to this §7.

7.4. Protection of Trademarks, etc. In general, to such extent and in such manner as complies with §9.6 of the Credit Agreement, the Assignor shall take any and all such actions (including, but not limited to, institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Except to the extent permitted by §9.6 of the Credit Agreement, the Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would be likely to adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any adversarial proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the

Assignor's rights, title or interests in and to such Trademarks, that is likely (alone or collectively with any other such proceedings) to materially and adversely affect the value of the Pledged Trademarks, and of any other event which (alone or together with any and all other such proceedings) does or reasonably could materially and adversely affect the value of the Pledged Trademarks, the ability of the Assignor or the Collateral Agent to dispose of any material portion of the Pledged Trademarks or the rights and remedies of the Collateral Agent and the Secured Parties in relation thereto (including, but not limited to, the levy of any legal process against any material portion of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Credit Agreement, the Collateral Agency Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Collateral Agent, in accordance with the exercise of its remedies under the Security Agreement, may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all reasonable out-of-pocket expenses incurred by the Collateral Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least ten (10) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail in any material respect to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall prove to have been false in any material respect when made, the Collateral Agent, in its own name or that of the Assignor (in the sole discretion of the Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the

Assignor agrees promptly to reimburse the Collateral Agent for any reasonable out-of-pocket cost or expense incurred by the Collateral Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and only for so long as it be continuing, the Assignor does hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact during the period that such Event of Default shall be continuing, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Pledged Trademarks, or to grant or issue (to the extent permitted under applicable law) any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Collateral Agent and the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement, but shall be operative only during continuation of any Event of Default.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, using reasonable efforts to obtain consents of third parties) as the Collateral Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in the Pledged Trademarks, to the extent consistent with the Credit Agreement, the Collateral Agency Agreement and the Security Agreement.

12. TERMINATION.

This Trademark Agreement shall terminate in accordance with the requirements of §12.5.2 of the Collateral Agency Agreement, and the Collateral Agent shall, upon such termination, at the written request and at the expense of the

Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor, without recourse and without any representation or warranty, the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent and the Secured Parties by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Collateral Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing among the Assignor, the Secured Parties and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any of the Secured Parties, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Collateral Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, to the extent contemplated hereunder, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance or renewal fees, encumbrances, or in otherwise protecting, maintaining or preserving the Pledged Trademarks, or defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal in respect of Base Rate Loans set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF OR RIGHTS OR PURPORTED RIGHTS ARISING

FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE COLLATERAL AGENT AND THE SECURED PARTIES FOR ANY AND ALL REASONABLE OUT-OF-POCKET COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE COLLATERAL AGENT OR ANY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES, EXCEPT TO THE EXTENT THAT THE SAME ARISE (1) FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COLLATERAL AGENT OR ANY SECURED PARTY OR (2) FROM ACTIONS TAKEN BY THE COLLATERAL AGENT AFTER EXERCISE BY THE COLLATERAL AGENT OF ITS REMEDIES PURSUANT TO §8 HEREOF.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be made to the Assignor and the Collateral Agent in the manner set forth in §21 of the Credit Agreement.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (a) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (b) if sent by registered or certified first-class mail, postage prepaid, three (3) Business Days after the posting thereof, and (c) if sent by telegraph, teletype, or telex, at the time of the dispatch thereof, if in normal business hours in the city of receipt, or otherwise at the opening of business on the following Business Day.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing made in compliance with §9.1 of the Collateral Agency Agreement, signed by the Collateral Agent (at the direction of the Administrative Agent) and the Assignor, except as provided in §6.2 hereof with respect to those matters expressly contemplated therein. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and made in compliance with §9.1 of the Collateral Agency Agreement, and signed by the Collateral Agent at the direction of the Administrative Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, APPLICABLE TO TRANSACTIONS TO BE PERFORMED WHOLLY WITHIN SUCH STATE. The Assignor agrees that any suit for the enforcement of this Trademark Agreement

may be brought in the courts of the State of New York, the State of California or the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of each such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §21 of the Credit Agreement. To the extent not prohibited by law, the Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

EACH OF THE ASSIGNOR AND THE COLLATERAL AGENT WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (a) certifies that neither the Collateral Agent or any Secured Party, nor any representative, agent or attorney of the Collateral Agent or any Secured Party has represented, expressly or otherwise, that the Collateral Agent or any Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Credit Agreement, the Collateral Agency Agreement and the other Loan Documents to which the Collateral Agent or any Secured Party is a party, the Collateral Agent and the Secured Parties are relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Collateral Agent, the Secured Parties (subject to §§8.5 and 12.3 of the Collateral Agency Agreement) and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, between this Trademark Agreement and the Collateral Agency Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement, the Collateral Agency Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement. Notwithstanding any provision of this Trademark Agreement to the contrary, the Collateral Agent shall be authorized to release any or all of the Pledged Trademarks or to provide any

releases, financing statements or instruments of subordination in connection therewith solely in compliance with §§8, 9, and 12 of the Collateral Agency Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

SAMSONITE CORPORATION

By: D. Michael Clayton
Name: D. Michael Clayton
Title: Vice President-Legal

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of July, 1998, personally appeared D. Michael Clayton to me known personally, and who, being by me duly sworn, deposes and says that he/she is the Vice President-Legal of Samsonite Corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said D. Michael Clayton acknowledged said instrument to be the free act and deed of said corporation.

Lynne L. Knight
Notary Public
My commission expires: 12-6-98

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

SAMSONITE CORPORATION

By: _____
Name:
Title:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Collateral Agent

By: *Judith L. Kramer*
Name: *Judith L. Kramer*
Title: *Vice President*

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of _____, 1998, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he/she is the _____ of Samsonite Corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:

SCHEDULE A
TRADEMARKS-SAMSONITE CORP.

Trademark Registrations - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SAMSONITE	590973	15JE1954
SAMSONITE	599679	21DE1954
SAC-MOBILE	669460	11NO1958
SILHOUETTE	670064	25NO1958
LARK-PAK	714567	02MY1961
LARK	728121	06MR1962
DUETTE	739872	30OC1962
AMERICAN TOURISTER & Wings Design	750353	04JE1963
SENTRY	762541	07JA1964
TRIUMPH	773425	21JL1964
ROYAL TRAVELLER	773426	21JL1964
DESIGN/GIRL'S HEAD W/CASE	776830	15SE1964
I.D. Tag Design (old design)	798976	23NO1965
SIGNAT	833860	22AU1967
I.D. Tag Design (w/colors)	836166	03OC1967
SATURN	849229	21MY1968
PERMAMATIC	865162	25FE1969
AMERICAN TOURISTER & I.D. Tag Design	883590	06JA1970
ESCORT	911983	08JE1971

SCHEDULE A
TRADEMARKS-SAMSONITE CORP.

Trademark Registrations - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SYMBOL	982182	16AP1974
CLASSIC	1008098	01AP1975
PROFILE	1013560	17JE1975
SAMSONITE & SYMBOL (LINEAR)	1027382	16DE1975
SAMSONITE & SYMBOL (STACKED)	1033021	10FE1976
TOURISTER	1083975	31JA1978
AMERICAN	1103056	26SE1978
VIP	1109379	19DE1978
ADVANTAGE	1124921	11SE1979
ACCORD	1176203	03NO1981
SYMBOL	1193639	13AP1982
WALKING WARDROBE	1196246	25MY1982
FREE WHEELERS	1207238	07SE1982
KICKS	1209715	21SE1982
CROSS COUNTRY	1233592	05AP1983
EASY GOING	1244476	05JL1983
AMERICAN TOURISTER with Gorilla and I D. Design	1250360	06SE1983
LARK	1250367	06SE1983
BROKER	1267134	14FE1984

SCHEDULE A
TRADEMARKS-SAMSONITE CORP.

Trademark Registrations - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DELEGATE	1267135	14FE1984
SOFT-TECH	1267963	21FE1984
DOUBLE PILLAR Design	1271809	27MR1984
SAMSONITE & SYMBOL (LINEAR)	1272657	03AP1984
SAMSONITE	1273458	10AP1984
CARTWHEELS	1275194	24AP1984
AMERICAN TOURISTER	1275197	24AP1984
MONTE CARLO	1282487	19JE1984
DEPENDABLES	1286024	17JL1984
CANE ELEGANTE	1296282	18SE1984
LARK LOGO	1297564	25SE1984
VERONA	1312324	01JA1985
LE MANS	1325834	19MR1985
RALLY	1328511	02AP1985
BUSINESS EQUIPMENT	1333260	30AP1985
SARONNO	1344422	25JE1985
SUREGLIDE	1350300	23JL1985
MONTEREY	1377193	07JA1986
OUR STRENGTHS ARE LEGENDARY	1400335	08JL1986

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Trademark Registrations - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CAMPUS	1410527	23SE1986
THE WORLD'S GREATEST	1431627	03MR1987
RELAX. IT'S SAMSONITE.	1431976	10MR1987
GORILLA-GRIP	1470665	29DE1987
TIARA	1477701	23FE1988
PARK AVENUE	1478695	01MR1988
WORLD'S GREATEST	1485760	19AP1988
STAY PUT	1492250	14JE1988
DIGNITARY	1494246	28JE1988
STARBOARD	1559838	10OC1989
SUPRA	1560922	17OC1989
PIGGYBACK	1560923	17OC1989
FOCUS	1595379	08MY1990
PERMALITE	1595386	08MY1990
SAMSONITE & SYMBOL (LINEAR)	1619895	30OC1990
SAMSONITE	1622024	13NO1990
SYMBOL	1622025	13NO1990
SAMSONITE & SYMBOL (LINEAR)	1622026	13NO1990
TRIO	1630047	01JA1991

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Trademark Registrations – U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AMERICAN FLYER	1642816	30AP1991
ULTRAVALET	1646852	04JE1991
SAMSONITE & SYMBOL (STACKED)	1668525	17DE1991
SAMSONITE & SYMBOL (LINEAR)	1670259	31DE1991
SYMBOL	1670260	31DE1991
EMISSARY	1671125	07JA1992
SAMSONITE	1674238	04FE1992
LEGACY	1674241	04FE1992
BULLET	1699082	07JL1992
SAMSONITE & SYMBOL (STACKED)	1700186	14JL1992
SAMSONITE	1719236	22SE1992
SAMSONITE & SYMBOL (LINEAR)	1724518	13OC1992
SAMSONITE & SYMBOL (STACKED)	1726586	20OC1992
SYMBOL	1738858	08DE1992
CARIBBEA CLASSIC	1748500	26JA1993
SYMBOL	1753731	23FE1993
ROYAL SAHARA	1756847	09MR1993
CARBON DESIGN	1759888	23MR1993
TIEMPO	1760687	23MR1993

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Trademark Registrations – U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
QUANTUM	1762075	30MR1993
LARK TIGER	1764501	13AP1993
EZ WHEELER	1765267	13AP1993
PERMAFLEX	1765268	13AP1993
PRISM	1779668	29JE1993
SAMMIES	1780239	06JL1993
SAMSONITE	1782477	20JL1993
RESERVED FOR THOSE WHO HAVE EARNED THEIR STRIPES	1785547	03AU1993
SAMSONITE & SYMBOL (STACKED)	1790432	31AU1993
SYMBOL	1792559	14SE1993
SAMSONITE	1793167	14SE1993
MARATHON	1794287	21SE1993
ROYAL TRAVELLER	1795483	28SE1993
ESTEEM	1798687	12OC1993
GENESIS & Design	1803257	09NO1993
GENESIS	1803259	09NO1993
EXCEL	1807533	30NO1993
VIBRATIONS	1821356	15FE1994
VIBRATIONS & Design	1821357	15FE1994

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Trademark Registrations - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ATRIUM	1821359	15FE1994
THE WORLD'S SMARTEST	1836185	10MY1994
SHADOW	1837516	24MY1994
FIBERFLEX	1850703	23AU1994
EASYTURN	1872095	03JA1995
SAMSONITE	1875864	24JA1995
GUARDIAN	1877489	07FE1995
PERFORMA PACKS	1879763	21FE1995
OUR STRENGTHS ARE LEGENDARY	1881928	07MR1995
ROYAL TRAVELLER	1884499	21MR1995
ROYAL TRAVELLER	1884876	21MR1995
EASYTURN & Design	1887166	04AP1995
ZIPLITE	1901224	20JE1995
SAMSONITE & SYMBOL (CIRCULAR DESIGN)	1906535	18JL1995
EPSILON	1912528	15AU1995
MAKING TRAVEL LESS PRIMITIVE	1920898	19SE1995
QUICK HOOK	1922929	26SE1995
ACCLAIM	1923661	03OC1995
SAMSONITE	1928454	17OC1995

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Trademark Registrations - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ADVENTURE SERIES	1930596	31OC1995
WIDETRACKER	1933528	07NO1995
ORGANIZER III	1933922	07NO1995
LITE-TECH	1937346	21NO1995
SAMSONITE WORLD SPORT & DESIGN	1940585	12DE1995
SAMSONITE & SYMBOL (LINEAR)	1949697	16JA1996
SAMSONITE	1949698	16JA1996
SAMMIES	1970598	23AP1996
SPREE	1973142	07MY1996
SYMBOL	1980007	11JE1996
CARRYPAK	1980273	11JE1996
MAGNUM	1984508	02JL1996
SAMSONITE	1986008	09JL1996
WOODBURY	1989316	23JL1996
SAMSONITE	1995312	20AU1996
PARADIGM	2000366	10SE1996
INVERNESS	2007023	08OC1996
PARKDALE	2007024	08OC1996
WALDEN	2012696	29OC1996

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<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
EUROCASE	2014782	12NO1996
ON THE JOB	2019661	26NO1996
SAMSONITE & SYMBOL (CIRCULAR DESIGN)	2027414	31DE1996
SYMBOL	2030506	14JA1997
Gorilla and I.D. Tag Design	2037431	11FE1997
OUTLINE	2043839	11MR1997
SAMSONITE	2050798	08AP1997
BAYFIELD	2053274	15AP1997
RE-PACKS	2058000	29AP1997
COMPATIBLE	2068045	03JE1997
SAMSONITE	2072349	17JE1997
SAMSONITE & SYMBOL (STACKED)	2072384	17JE1997
SAMSPORT	2080064	15JL1997
SAMSOUND & DESIGN	2092248	26AU1997
AMERICAN TOURISTER	2099624	23SE1997
AMERICAN TOURISTER AND DESIGN	2101690	30SE1997
AMERICAN TOURISTER	2107694	21OC1997
MAKING TRAVEL LESS PRIMITIVE & DESIGN	2107695	21OC1997
SAMSONITE & SYMBOL (LINEAR)	2107696	21OC1997

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<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SAMSONITE	2107697	21OC1997
OUR STRENGTHS ARE LEGENDARY	2112817	11NO1997
ROYAL TRAVELLER	2114325	18NO1997
THE SURVIVOR	2116561	25NO1997
SAMSONITE	2116932	25NO1997
SAMGLOW	2117348	02DE1997
SAMSONITE & SYMBOL (CIRCULAR DESIGN)	2118452	02DE1997
SAMGLOW & DESIGN	2118893	09DE1997
TRAVEL ZONE	2124275	23DE1997
SAMSONITE & SYMBOL (BADGE)	2152556	21AP1998
EZ CART	2155527	05MY1998
EZ CART LOGO	2155725	05MY1998
TRAVEL EXPO GLOBE AND WINGS DESIGN	2171743	07JL1998

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Trademark Applications - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
TELLURIDE AND DESIGN	74/557380	04AU1994
TELLURIDE AND DESIGN	74/620599	12JA1995
AMERICAN TOURISTER & DESIGN	74/729102	14SE1995
TRAVEL EXPO	75/078415	25MR1996
SAMSONITE & SYMBOL (LINEAR)	75/080162	28MR1996
SAMSONITE	75/080163	28MR1996
SAMSONITE & SYMBOL (STACKED)	75/080164	28MR1996
AMERICAN TOURISTER GEAR & DESIGN	75/131011	08JL1996
TRUNK & CO.	75/162212	09SE1996
TRUNK & CO & DESIGN	75/168968	19SE1996
AMERICAN TOURISTER	75/226129	13JA1997
AMERICAN TOURISTER	75/262774	24MR1997
EZ BIG WHEEL	75/313748	11NO1997
FIBRELOC	75/375715	20OC1997
TWILLOC	75/400318	04DE1997
EZ WAGON	75/409712	22DE1997
REGENT	75/409713	22DE1997
SIENA	75/409714	22DE1997
SAMSONITE BABY	75/412928	02JA1998

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Trademark Applications – U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
SALEM	75/420542	20JA1998
DETOUR & Design	75/444480	04MR1998
DETOUR	75/444574	04MR1998
TRAVEL ZONE	75/459281	30MR1998
ZIPLITE	75/465020	09AP1998
GORILLA-PROOF	75/491582	26MY1998
AMERICAN TOURISTER	75/495870	04JE1998
SAMSONITE FREEDOM	75/497806	08JE1998
AMERICAN TOURISTER	75/500203	11JE1998
SAMSONITE	75/513629	06JL1998
AMERICAN TOURISTER	75/513630	06JL1998

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, SAMSONITE CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 11200 East 45th Avenue, Denver, Colorado 80239 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, [_____] a [_____] organized and existing under the laws of the State of [_____] having a place of business at [_____] (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

