FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

12-10-1998

100857041

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

8-10-98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8-10-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [X] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 12 01 1989

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 12 01 1989

Name: HORTEX INCORPORATED

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: TEXAS

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: MCGREGOR CORPORATION

DBA/AKA/TA:

Composed of:

Address (line 1): 11200 East 45th Avenue

Address (line 2): Samsonite Corporation

Address (line 3): Denver (City) Colorado (State/Country) 80239 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: New York

FOR OFFICE USE ONLY

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08/12/1998 SSMITH 00000006 393064

01 FC:481 40.00 OP
02 FC:482 300.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REC'D: 1-76 FRAME: 0227

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (212) 735-2157

Name: Robert A. Sporn

Address (line 1): Skadden Arps Slate Meagher & Flom LLP

Address (line 2): New York, New York 10022

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 10

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			393,064	734,221	744,881
			831,108	836,336	979,473
			1,003,785	1,042,362	1,049,076

Number of Properties

Enter the total number of properties involved. # 13

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 340.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [X] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Francis Hsueh		August 7, 1998
Name of Person Signing	Signature	Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party
Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,116,414	1,279,966	1,836,215
			1,882,922		

SCHEDULE A
TRADEMARKS–MCGREGOR II, LLC

Trademarks in Which McGregor II, LLC Has Rights Under License From Hortex

Trademark or Service Mark	Registration No.	Registration Date
BILLY THE KID & DESIGN	393,064	27JA1942
HOT DOGS!	734,221	10JL1962
OXCRON	744,881	05FE1963
SPLINTERS	831,108	27JE1967
MANN in Oval Design	836,336	03OC1967
BILLY THE KID	979,473	26FE1974
BILLY THE KID	1,003,785	04FE1975
BTK	1,042,362	29JE1976
BILLY THE KID	1,049,076	28SE1976
BTK and Cowboy Design	1,116,414	10AP1979
VERTICAL RED WHITE AND BLUE STRIPE DESIGN	1,279,966	29MY1984
BILLY THE KID	1,836,215	10MY1994
CALAMITY JANE	1,882,922	07MR1995

LICENSE AGREEMENT

This LICENSE AGREEMENT is made as of the 1st day of December, 1989 between HORTEX INCORPORATED, a Texas corporation (hereinafter the "Licensor") and MCGREGOR CORPORATION, a New York corporation (hereinafter the "Licensee").

WHEREAS, Licensor is a wholly-owned indirect subsidiary of Licensee, and Licensor and Licensee share the same offices at 135 West 50th Street, New York, New York and have several officers and directors in common;

WHEREAS, Licensor owns the BILLY THE KID and CALAMITY JANE trademarks and the other trademarks listed on Exhibit A hereto (hereinafter the "Trademarks");

WHEREAS, Licensee has developed expertise in licensing trademarks; and

WHEREAS, Licensor wishes to engage Licensee to license the Trademarks to third parties;

NOW, THEREFORE, and for good and valuable consideration, and in consideration of the covenants and agreements hereinafter set forth, Licensor and Licensee agree as follows:

1. Licensor hereby grants to Licensee, royalty-free, the sole and exclusive worldwide right and license to

/B/MPM/HRTX1a01

use and sublicense others to use the Trademarks for the Term of this Agreement (defined below).

2. The Term of this Agreement shall commence on the date first above-written and shall terminate on December 31, 2025, unless sooner terminated by the mutual agreement of the parties hereto.

3. In order to protect the goodwill and reputation associated with the Trademarks, the nature and quality of all of the products and services in connection with which any of the Trademarks are used and of all of the advertisements, promotional material, labels, tags and packaging therefor shall be subject to Licensor's approval, which approval shall not unreasonably be withheld. In this regard, upon Licensor's request, Licensee shall submit, or cause to be submitted, to Licensor for inspection and approval representative samples of such products and services and such advertisements, promotional material, labels, tags and packaging. Licensee shall make or cause to be made such changes or alterations to such products, services, advertisements, promotional material, labels, tags and packaging as Licensor shall reasonably request. Furthermore, and without limiting the foregoing, Licensee shall not sublicense or otherwise authorize any third party to use any of the Trademarks without obtaining Licensor's approval therefor, which approval shall not unreasonably be withheld.

4. Each party may assign this Agreement to any subsidiary or other affiliate of such party or to any person or entity which acquires all or substantially all of the assets of the business of such party to which this Agreement relates. All other assignments are subject to the consent of the non-assigning party, which consent shall not unreasonably be withheld. Subject to the immediately preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Licensor and Licensee shall fully cooperate with each other in protecting, defending, maintaining and enforcing the Trademarks, which includes institution of litigation to remedy infringements of the Trademarks and/or to enforce the terms of any sublicense entered into by Licensee.

6. This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties relating to such subject matter. No provision of this Agreement can be amended, modified or waived except by a written agreement signed by the party against which such amendment, modification or waiver is sought to be enforced.

7. This Agreement shall be construed in accordance with the laws of the State of New York applicable to contracts

wholly executed and performed in New York without giving effect to the principles of the conflicts of laws.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound thereby, have caused their duly authorized officers or agents to execute this Agreement.

HORTEX INCORPORATED

By: _____
Peter K. Felberbaum
Vice President

MCGREGOR CORPORATION

By: _____
Peter K. Felberbaum
Vice President

EXHIBIT A

HORTEX INCORPORATED
UNITED STATES TRADEMARKS

MARK	REGISTRATION NUMBER* (APPLICATION SERIAL NUMBER)	REGISTRATION DATE* (FILING DATE)
AREA CODE 555	1,360,733	09/17/85
BILLY THE KID	979,473	02/26/74
BILLY THE KID	1,003,785	02/04/75
BILLY THE KID	1,049,076	09/28/76
BILLY THE KID	(74/016,271)	(01/04/90)
BILLY THE KID	(74/047,681)	(04/10/90)
BILLY THE KID	(74/109,570)	(10/26/90)
BILLY THE KID & Design	393,064	01/27/42
BILLY THE KID - Saf T Nee & Design	548,707	09/25/51
BILLY THE KID Westwill & Design	553,845	01/22/52
BTK	1,042,362	06/29/76
BTK and Cowboy Design	1,116,414	04/10/79
BTK and Longhorn Design	1,530,946	03/21/89

* If Application is pending, application serial number and filing date are given in parentheses

MARK	REGISTRATION NUMBER (APPLICATION SERIAL NUMBER)	REGISTRATION DATE (FILING DATE)
CALAMITY JANE	1,030,142	01/13/76
CALAMITY JANE	(74/109,737)	(10/26/90)
CALAMITY JANE & Design	(74/016,272)	(01/04/90)
CALAMITY JANE & Design	(74/043,410)	(03/28/90)
COMPETITION	1,080,453	12/27/77
THE FRENCH CUT	1,018,054	08/12/75
HOT DOGS!	734,221	07/10/62
HOT DOGS & Design	1,059,957	02/22/77
IRON PANTS	1,039,712	05/18/76
MANN in Oval Design	836,336	10/03/67
MANN & Design	921,177	09/28/71
MANN & Design	1,082,682	01/17/78
OXCRON	744,881	02/05/63
SAF T NEE & Design	593,291	08/03/54
SPLINTERS	831,108	06/27/67
TAILPIPES	1,048,187	09/14/76
VERTICAL RED WHITE AND BLUE STRIPE DESIGN (Miscellaneous Design)	1,279,966	05/29/84

HORTEX INCORPORATED
FOREIGN TRADEMARKS

COUNTRY	MARK	REGISTRATION NUMBER* (APPLICATION SERIAL NUMBER)	REGISTRATION DATE* (FILING DATE)
ARGENTINA	BILLY THE KID	1,313,220	10/03/88
AUSTRIA	BILLY THE KID	80,376	07/04/75
BENELUX	BILLY THE KID	323,267	05/03/74
BENELUX	BILLY THE KID & Design	018,180	12/02/71
BENELUX	CALAMITY JANE & Design	367,195	07/02/80
BULGARIA	BILLY THE KID	13,734	07/29/82
CANADA	CALAMITY JANE	265,449	12/24/81
CANADA	CALAMITY JANE & Design	276,159	01/28/83
COLOMBIA	BILLY THE KID	47,948	01/27/61
COSTA RICA	BILLY THE KID	59,600	10/15/81
CZECHOSLOVAKIA	BILLY THE KID	165,409	07/06/83
DENMARK	CALAMITY JANE & Design	893/1981	03/06/81
FRANCE	BILLY THE KID	1,575,889	06/09/80

* If Application is pending, application serial number and filing date are given in parentheses

COUNTRY	MARK	REGISTRATION NUMBER (APPLICATION SERIAL NUMBER)	REGISTRATION DATE (FILING DATE)
FRANCE	CALAMITY JANE & Design	1,585,829	08/08/80
GERMANY (EAST)	BILLY THE KID	644,122	02/07/83
GERMANY (WEST)	BILLY THE KID & Design	816,020	02/15/66
GERMANY (WEST)	CALAMITY JANE & Design	1,044,906	02/17/83
GREECE	BILLY THE KID	69,756	01/18/83
GREECE	CALAMITY JANE & Design	69,755	01/18/83
HONG KONG	BILLY THE KID & Design	483 of 1979	05/03/76
ISRAEL	BILLY THE KID	51,644	06/07/84
ITALY	BILLY THE KID & Design	409,606	09/18/62
ITALY	CALAMITY JANE	401,862	02/12/86
ITALY	CALAMITY JANE & Design	401,863	02/12/86
ITALY	MANN IN OVAL DESIGN	285,458	11/15/74
JAPAN	BILLY THE KID	1,661,628	02/23/84
JAPAN	BILLY THE KID	2,256,705	08/30/90
JAPAN	BILLY THE KID	(1-02285)	(09/11/89)
JAPAN	BILLY THE KID (Katakana)	2,174,644	09/29/89
JAPAN	BILLY THE KID	(2-12890)	(02/09/90)
JAPAN	BTK	1,668,393	03/22/84
JAPAN	CALAMITY JANE	1,729,801	11/27/84

COUNTRY	MARK	REGISTRATION NUMBER (APPLICATION SERIAL NUMBER)	REGISTRATION DATE (FILING DATE)
KOREA (SOUTH)	BILLY THE KID	( )	(11/02/90)
KOREA (SOUTH)	BTK	( )	(11/02/90)
KOREA (SOUTH)	CALAMITY JANE	( )	(11/02/90)
MEXICO	BILLY THE KID	69,061	09/17/51
NEW ZEALAND	BILLY THE KID	106,932	01/15/74
OAPI	BILLY THE KID	16,673	12/06/76
PANAMA	BILLY THE KID	(028,384)	(09/02/81)
PHILIPPINES	BILLY THE KID	(73,217)	(09/10/90)
PHILIPPINES	CALAMITY JANE	36,098	10/23/86
ROMANIA	BILLY THE KID & Device	12,736	12/29/82
SPAIN	BILLY THE KID & Design	741,212	02/28/77
SWEDEN	BILLY THE KID	158,807	04/01/77
SWITZERLAND	BILLY THE KID	276,711	04/25/75
TAIWAN	BILLY THE KID	64,857	08/01/73
UNITED KINGDOM & Design	BILLY THE KID	839,095	10/09/62
YUGOSLAVIA	BILLY THE KID	28,423	09/10/85