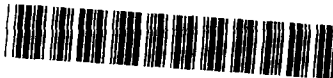


2100 MAY 19 PM 3:36

OPR/FINANCE

06-15-2000



101381880

MRD 5-19-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
4 19 00

Name Monarch Luggage Co. Inc.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet National Bank

DBA/AKA/TA _____

Composed of _____

Address (line 1) 100 Federal Street

Address (line 2) _____

Address (line 3)

Boston

City

MA /USA

State/Country

02110

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

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.)

Other National Bank Association

Citizenship/State of Incorporation/Organization _____

06/14/2000
01 FC:481
02 FC:482

40.00 OP
500.00 OP

FOR OFFICE USE ONLY

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

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)		
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,302,613"/>	<input type="text" value="2,016,529"/>	<input type="text" value="2,192,849"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed 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:

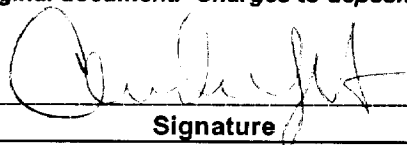
Yes No

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.

Andrew H. Yost

Name of Person Signing



Signature

5-19-00

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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
04 19 00

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)

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

Mark if additional numbers attached

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

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<input type="text" value="1,095,989"/>	<input type="text" value="2,013,699"/>	<input type="text"/>
<input type="text" value="2,312,649"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,162,887"/>	<input type="text"/>	<input type="text"/>

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMONG

MONARCH LUGGAGE CO. INC.,

OCP ACQUISITION CORP.

CERTAIN OTHER PLEDGORS

AND

FLEET NATIONAL BANK,

as Administrative Agent

Dated as of April 19, 2000

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

Dated as of April 19, 2000

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of April 19, 2000, by and among **MONARCH LUGGAGE CO. INC.**, a Delaware corporation, **OCP ACQUISITION CORP.**, a Delaware corporation (collectively, the "Borrowers"), each of the undersigned debtors (hereinafter collectively referred to as the "Pledgors"), and **FLEET NATIONAL BANK**, individually and as administrative agent (the "Administrative Agent") for the Lenders under the Credit Agreement described below, having an address at 100 Federal Street, Boston, MA 02110. The Administrative Agent and the Lenders are herein collectively referred to from time to time as the "Secured Parties." This Agreement amends and restates in its entirety the Intellectual Property Security Agreement dated as of February 4, 2000, by and among certain of the Pledgors and the Administrative Agent.

RECITALS

A. Pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended from time to time, the "Credit Agreement"), by and among the Borrowers, the Guarantors party thereto (collectively with the Borrowers, the "Credit Parties"), the Lenders party thereto and the Administrative Agent, the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Acquisition Loans, Revolving Credit Loans and Term Loans, as defined in the Credit Agreement (the "Loans") to the Borrowers and to issue Letters of Credit (as defined in the Credit Agreement) for the accounts of the Borrowers. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

B. Each Pledgor is the owner of the Pledged Collateral (as defined herein) which on the schedules attached hereto is designated as being owned by such Pledgor.

C. It is a condition precedent to the Lenders' obligations to make the Loans and issue the Letters of Credit that the Pledgors shall execute and deliver the applicable Loan Documents, including this Agreement.

D. This Agreement is given by the Pledgors in favor of the Administrative Agent for the benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations (as defined in Section 2).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors and the Administrative Agent hereby agree as follows:

1. Pledge. Each Pledgor hereby pledges and grants to the Administrative Agent for itself and for the benefit of the other Secured Parties a continuing first priority security interest in

all of such Pledgor's right, title and interest, whether now existing or hereafter acquired, in and to the following property (collectively, the "Pledged Collateral") to secure all of the Secured Obligations:

(a) Patents issued or assigned to and all patent applications made by such Pledgor and, to the extent that the grant of a security interest does not cause a breach or termination thereof, all exclusive and nonexclusive licenses (other than nonexclusive licenses to use off-the-shelf software products) to such Pledgor from third parties or rights to use patents owned by such third parties, including, without limitation, the patents, patent applications and licenses listed on Schedule A hereto, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents");

(b) Trademarks (including service marks), federal and state trademark registrations and applications made by such Pledgor (other than Federal Intent To Use Applications prior to the filing of a verified Statement of Use under 15 U.S.C. §1051(d)), common law trademarks and trade names owned by or assigned to such Pledgor, all registrations and applications for the foregoing and, to the extent that the grant of a security interest does not cause a breach or termination thereof, all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule B hereto, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(c) Copyrights, whether statutory or common law, owned by or assigned to such Pledgor, and, to the extent that the grant of a security interest does not cause a breach or termination thereof, all exclusive and nonexclusive licenses (other than nonexclusive licenses to use off-the-shelf software products) to such Pledgor from third parties or rights to use copyrights owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule C hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(d) The entire goodwill of such Pledgor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain

names, methods, procedures and formulae) connected with the use of and symbolized by Trademarks of such Pledgor; and

(e) All Proceeds (as defined under the Uniform Commercial Code as in effect in any relevant jurisdiction (the “UCC”) or other relevant law) of any of the foregoing, and in any event including, without limitation, any and all (1) proceeds of any insurance, indemnity, warranty or guaranty payable to the Administrative Agent or to such Pledgor from time to time with respect to any of the Pledged Collateral, (2) payments (in any form whatsoever) made or due and payable to such Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (or any person acting on behalf of a Governmental Authority), (3) instruments representing amounts receivable in respect of any Patents, Trademarks or Copyrights, (4) products of the Pledged Collateral and (5) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

2. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Pledgors (herein called the “Secured Obligations”):

(a) Principal of and premium, if any, and interest on the Loans; and

(b) Any and all other obligations of any of the Credit Parties or Subsidiaries to the Secured Parties under the Credit Agreement or any Loan Document or under any agreement or instrument relating thereto, all as amended from time to time, including without limitation any Hedging Agreements.

3. No Release. Nothing set forth in this Agreement shall relieve the Pledgors from the performance of any term, covenant, condition or agreement on the Pledgors’ part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or impose any obligation on the Administrative Agent or any other Secured Party to perform or observe any such term, covenant, condition or agreement on the Pledgors’ part to be so performed or observed or impose any liability on the Administrative Agent or any other Secured Party for any act or omission on the part of the Pledgors relating thereto or for any breach of any representation or warranty on the part of the Pledgors contained in this Agreement or any other Loan Document or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of the Pledgors contained in this Section 3 shall survive the termination of this Agreement and the discharge of the Pledgors’ other obligations hereunder and under the other Loan Documents.

4. Supplements; Further Assurances. Each Pledgor (1) agrees that it will join with the Administrative Agent in executing and, at its own expense, will file and refile, or permit the Administrative Agent to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices and the United States Copyright Office), as the Administrative Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests

granted to the Administrative Agent for the benefit of the Secured Parties hereunder, and (2) hereby authorizes the Administrative Agent to file financing statements and amendments, relative to all or any part thereof, without the signature of such Pledgor where permitted by law and agrees to do such further acts and things, and to execute and deliver to the Administrative Agent such additional assignments, agreements, powers and instruments, as the Administrative Agent may reasonably require to carry into effect the purposes of this Agreement or better to assure and confirm unto the Administrative Agent its respective rights, powers and remedies hereunder. Each Pledgor shall, upon the reasonable request of the Administrative Agent, and hereby authorizes the Administrative Agent to, take any and all such actions as may be deemed advisable by the Administrative Agent to perfect and preserve the rights and interests granted to the Administrative Agent for the benefit of the Secured Parties with respect to the Pledged Collateral wherever located. All of the foregoing shall be at the sole cost and expense of the Pledgors.

5. Representations and Warranties of the Pledgors. Each Pledgor hereby represents and warrants to the Secured Parties as follows:

(a) Each Pledgor is, and, as to Pledged Collateral acquired by it from time to time after the date hereof, such Pledgor will be, except as indicated on the schedules attached hereto, the sole and exclusive owner or, as applicable, exclusive or nonexclusive licensee of all Pledged Collateral which on the schedules attached hereto is designated as being owned or licensed by such Pledgor. The pledge and security interest created by this Agreement shall not at any time be subject to any prior lien, pledge, security interest, encumbrance, license, assignment, collateral assignment or charge of any kind, including, without limitation, any filing or agreement to file a financing statement as debtor under the UCC or any similar statute or any subordination arrangement in favor of any party other than the Pledgors (collectively, "Liens"), except for those Liens set forth on Schedule D hereto, rights of licensors under any licenses of Pledged Collateral and except as expressly permitted hereunder and under the Credit Agreement (collectively, "Prior Liens"). Each Pledgor further represents and warrants to the Administrative Agent that Schedules A, B and C hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks and Copyrights owned by the Pledgors and that Schedules D, E and F hereto are true and correct with respect to the matters set forth therein as of the date hereof.

(b) Each Pledgor has full corporate power, authority and legal right to pledge and grant a security interest in the respective Pledged Collateral in accordance with the terms of this Agreement and this Agreement has been duly and validly executed and delivered by such Pledgor, constitutes the legal, valid and binding obligation of such Pledgor, enforceable against such Pledgor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(c) Except as set forth on Schedule E hereto and except for filings with the Patent and Trademark Office, under the UCC and under applicable foreign law, no authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any court (other than in connection with the exercise of judicial remedies), governmental agency or regulatory authority, or with any securities exchange or any other

Person is required in connection with (1) the pledge by the Pledgors of the Pledged Collateral pursuant to this Agreement, or the execution, delivery or performance by the Pledgors of this Agreement, (2) the grant of a security interest (including the priority thereof when the appropriate filings have been made and accepted) in, the Pledged Collateral by the Pledgors in the manner and for the purpose contemplated by this Agreement or (3) the exercise of the rights and remedies of the Administrative Agent created hereby.

(d) Each Pledgor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Pledged Collateral owned by it which is material to the business of the Pledgors, including, without limitation, appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using such Patents and Trademarks throughout the world and its claims to Copyrights in the United States Copyright Office, and as otherwise reasonably requested from time to time by the Administrative Agent, but in any event all in a manner consistent with prudent and commercially reasonable business practices.

(e) Each Pledgor owns or has rights to use all the Pledged Collateral and all rights with respect to any of the foregoing used in, necessary for or material to such Pledgor's business as currently conducted and as contemplated to be conducted pursuant to the Loan Documents. To each Pledgor's knowledge, (i) the use of such Pledged Collateral and all rights with respect to the foregoing by such Pledgor does not infringe on the rights of any Person and, (ii) except as set forth on Schedule 4.5 to the Credit Agreement, no material claim has been made and remains outstanding that such Pledgor's use of the Pledged Collateral does or may violate the rights of any third person, in each case where any infringement or claim could have a Material Adverse Effect.

(f) Upon filings and the acceptance thereof in the appropriate offices under the UCC and in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will create a valid and duly perfected first priority lien and security interest in the United States in the Pledged Collateral, subject to no Liens other than Prior Liens.

6. Covenants.

(a) On a continuing basis, each Pledgor will, at the expense of the Pledgors, subject to any Prior Liens, make, execute, acknowledge and deliver, and file and record in the proper filing and recording offices, all such instruments or documents, including, without limitation, appropriate financing and continuation statements, licenses (to the extent that such license does not cause a breach or termination of any underlying license) and collateral agreements, and take all such action (limited, as aforesaid, if applicable) as may reasonably be deemed necessary or appropriate by the Administrative Agent (1) to carry out the intent and purposes of this Agreement, (2) to assure and confirm to the Administrative Agent the grant or perfection of a security interest in the Pledged Collateral for the benefit of the Secured Parties, and (3) during the continuation of an Event of Default, to enable the Administrative Agent and the Secured Parties to exercise and enforce their rights and remedies hereunder with respect to

any Pledged Collateral. Without limiting the generality of the foregoing, each Pledgor agrees that it:

(A) will not enter into any agreement that would materially impair or conflict with such Pledgor's obligations hereunder;

(B) will, from time to time, upon the Administrative Agent's reasonable request, cause its books and records to be marked with such legends or segregated in such manner as the Administrative Agent may specify and take or cause to be taken such other action and adopt such procedures as the Administrative Agent may specify to give notice or to perfect the security interest in the Pledged Collateral intended to be conveyed hereby;

(C) will, promptly following its becoming aware thereof, notify the Administrative Agent of

(i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Pledgor's business; or

(ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Pledgor's claim of ownership in or right to use any of the Pledged Collateral material to such Pledgor's business, its right to register such Pledged Collateral, or its right to keep and maintain such registration in full force and effect;

(D) will properly maintain and protect the Pledged Collateral which is material to its business to the extent necessary or appropriate for the conduct of such Pledgor's business (as presently conducted and as contemplated by the Loan Documents) and consistent with such Pledgor's current practice in accordance with applicable statutory requirements;

(E) will not grant or permit to exist any Lien upon or with respect to the Pledged Collateral or any portion thereof except Liens in favor of the Administrative Agent for itself and the other Secured Parties or as permitted under this Agreement or the Credit Agreement, and will not execute any security agreement or financing statement covering any of the Pledged Collateral except in the name of the Administrative Agent for itself and the other Secured Parties or as permitted under this Agreement or the Credit Agreement;

(F) except in accordance with prudent and commercially reasonable business practices, will not permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to the Pledged Collateral material to its business without the consent of the Secured Parties in accordance with the provisions of the Credit Agreement, or contract for sale or otherwise

dispose of the Pledged Collateral or any portion thereof except pursuant to Section 7 hereof;

(G) will, upon obtaining knowledge thereof, promptly notify the Administrative Agent in writing of any event which may reasonably be expected to materially adversely affect the value or utility of the Pledged Collateral or any portion thereof, the ability of the Pledgors or the Administrative Agent to dispose of the Pledged Collateral or any portion thereof or the rights and remedies of the Administrative Agent or the Secured Parties in relation thereto including, without limitation, a levy or threat of levy or any legal process against the Pledged Collateral or any portion thereof;

(H) until the Administrative Agent exercises its rights to make collection, will diligently keep adequate records respecting the Pledged Collateral;

(I) subject to the first sentence of this Section 6(a), hereby authorizes the Administrative Agent, in its sole discretion, to file one or more financing or continuation statements and amendments thereto, relative to all or any part of the Pledged Collateral without the signature of such Pledgor where permitted by law;

(J) will furnish to the Administrative Agent from time to time statements and amended schedules further identifying and describing the Pledged Collateral and such other materials evidencing or reports pertaining to the Pledged Collateral as the Administrative Agent may from time to time reasonably request, all in reasonable detail;

(K) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, license fees and similar taxes or impositions payable in respect of the Pledged Collateral, that, if not paid, could result in a Material Adverse Effect (as defined in the Credit Agreement), before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Pledgor has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect; and

(L) will comply in all material respects with all laws, rules and regulations applicable to the Pledged Collateral.

(b) If, before the Secured Obligations shall have been paid and satisfied in full in cash or cash equivalents and the obligations of the Lenders to make additional Loans under the Credit Agreement shall have terminated or expired, any Pledgor shall: (1) obtain any rights to any additional Pledged Collateral or (2) become entitled to the benefit of any additional Pledged Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Patent, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and any item enumerated in clause 6(b)(1) or clause 6(b)(2) with respect to such Pledgor shall automatically constitute Pledged Collateral if such would have constituted Pledged Collateral at the time of execution of this Agreement, and be subject to the assignment, Lien and security interest created by this Agreement without further action by any party. The Pledgors shall promptly provide to the Administrative Agent written

notice of any of the foregoing. The Pledgors shall, at least once in each calendar quarter, provide written notice to the Administrative Agent of all applications for Patents and all applications for registration of Trademarks or Copyrights, to the extent such applications exist, made during the preceding calendar quarter. Each Pledgor agrees, promptly following the written request by the Administrative Agent, to confirm the attachment of the lien and security interest created by this Agreement to any rights described in clause 6(b)(1) or clause 6(b)(2) above if such would have constituted Pledged Collateral at the time of execution of this Agreement by execution of an instrument in form acceptable to the Administrative Agent.

(c) Each Pledgor authorizes the Administrative Agent to modify this Agreement by amending Schedules A, B and/or C annexed hereto to include any future Pledged Collateral of such Pledgor, including, without limitation, any of the items listed in Section 6(b).

(d) Each Pledgor shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that would be necessary to the businesses of such Pledgor to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in such Pledged Collateral unless such Pledged Collateral is not material to such Pledgor's business, as reasonably determined by such Pledgor consistent with prudent and commercially reasonable business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Pledgors. Except in accordance with prudent and commercially reasonable business practices, the Pledgors shall not abandon any right to file a Patent, Trademark or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright, in each case material to its business, without the consent of the Administrative Agent.

7. Transfers and Other Liens. The Pledgors will not (a) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral except for licensing in the ordinary course of business, termination or non-renewals of licenses in the ordinary course of business and such other transactions as may be permitted under the Credit Agreement or (b) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral, except for Liens for taxes, assessments or government charges or claims the payment of which is not at the time required and inchoate Liens imposed by law (each of which shall, except to the extent otherwise required by law, be subordinate to the Lien created by this Agreement), Liens permitted by the Credit Agreement, rights of licensors under licenses and the Lien granted to the Administrative Agent for the benefit of the Secured Parties under this Agreement.

8. Remedies upon Default.

(a) If any Event of Default shall have occurred and be continuing, the Administrative Agent may to the full extent permitted by law or contract: (1) exercise any and all rights on a nonexclusive basis throughout the world irrevocably and perpetually as beneficial and legal owner or licensee, as the case may be, of the Pledged Collateral, including, without limitation, perfecting assignment of any and all contractual rights and powers with respect to the Pledged Collateral to the extent permitted by and subject to the terms of such Pledged Collateral and (2) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use any or all of the Pledged Collateral (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to terms in the original

license) or any part thereof, in each case, free of all rights and claims of the Pledgors therein and thereto, but subject to the terms of any licenses. In accordance with such rights, the Administrative Agent shall have (A) the right to cause any or all of the Pledged Collateral to be transferred of record into the name of the Administrative Agent or its nominee and (B) the right to impose (i) such limitations and restrictions on the sale or assignment of the Pledged Collateral as the Secured Parties may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to the sale or assignment, and (ii) any necessary or appropriate requirements for any required governmental approvals or consents.

(b) Except as provided in this Section 8 and other express notice provisions of the Loan Documents, each Pledgor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Secured Parties of any of their rights and remedies hereunder.

(c) Each Pledgor agrees that, to the extent notice of sale shall be required by law, ten (10) days' notice from the Administrative Agent of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. In addition to the rights and remedies provided in this Agreement and in the other Loan Documents, each of the Secured Parties shall have all the rights and remedies of a secured party under the UCC.

(d) Except as otherwise provided herein, each Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with the Administrative Agent's taking possession or the Administrative Agent's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and rights to a hearing for any prejudgment remedy or remedies and any such right which such Pledgor would otherwise have under law, and such Pledgor hereby further waives to the extent permitted by applicable law: (1) all damages occasioned by any such taking of possession; (2) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Secured Parties' rights hereunder; and (3) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. Any sale of, or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Pledgors therein and thereto, and shall be a perpetual bar both at law and in equity against the Pledgors and against any and all Persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under the Pledgors.

9. Application of Proceeds. The proceeds of any Pledged Collateral obtained pursuant to the exercise of any remedy set forth in Section 8 shall be applied, together with any other sums then held by the Administrative Agent pursuant to this Agreement, promptly by the Administrative Agent:

First, to the payment of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization, including, without limitation, reasonable reimbursement to the Administrative Agent, the Secured Parties and their agents and counsel for all expenses, fees, liabilities and advances made or incurred by them in connection with the exercise of such remedies and all expenses, liabilities

and advances made or incurred by the Administrative Agent and the Secured Parties in connection therewith, together with interest on each such amount at the rate then in effect under the Credit Agreement;

Second, to the payment of all other costs and expenses of such sale, collection or other realization, including, without limitation, reasonable reimbursement to the Secured Parties and their agents and counsel for all expenses, fees, liabilities and advances made or incurred by them in connection therewith and all costs, liabilities and indebtedness made or incurred by the Administrative Agent and the Secured Parties in connection therewith together with interest on each such amount at the highest rate then in effect under the Credit Agreement;

Third, to the Administrative Agent to be disbursed to the Lenders against payment in full in cash of the Secured Obligations, in accordance with the terms of the Credit Agreement; and

Fourth, to the Pledgors, or their successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such Proceeds.

10. Expenses. The Pledgors will pay on demand all expenses of the Administrative Agent in connection with the preparation, waiver or amendment of this Agreement or other Loan Documents executed in connection therewith, and all of the expenses of the Administrative Agent and the Secured Parties in connection with the administration, default or collection of the Revolving Credit and Term Loans or administration, default or collection in connection with the Administrative Agent's exercise, preservation or enforcement of any of its rights, remedies or options thereunder, including, without limitation, reasonable fees and disbursements of outside legal counsel or accounting, consulting, brokerage or other similar professional fees or expenses, and any fees or expenses associated with any travel or other costs relating to any appraisals or examinations conducted in connection with the Secured Obligations or any Pledged Collateral therefor, and the amount of all such expenses shall, until paid, bear interest at the rate applicable to principal hereunder (including any default rate).

11. No Waiver; Cumulative Remedies.

(a) No failure on the part of the Administrative Agent or the Secured Parties to exercise, no course of dealing with respect to, and no delay on the part of the Administrative Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) In the event the Administrative Agent shall have instituted any proceeding to enforce any right, power or remedy under this instrument by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Administrative Agent, then and in every such case, the Pledgors and the Administrative Agent shall, to the extent permitted by applicable law, be

restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of the Administrative Agent shall continue as if no such proceeding had been instituted.

12. The Administrative Agent May Perform: the Administrative Agent Appointed Attorney-in-Fact. If any Pledgor shall fail to do any act or thing that it has covenanted to do hereunder or any warranty on the part of any Pledgor contained herein shall be breached, the Administrative Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose. Any and all amounts so expended by the Administrative Agent shall be paid by the Pledgors promptly upon demand therefor, with interest at the highest rate then in effect under the Credit Agreement during the period from and including the date on which such funds were so expended to the date of repayment. The Pledgors' obligations under this Section 12 shall survive the termination of this Agreement and the discharge of the Pledgors' other obligations hereunder. Each Pledgor hereby appoints, effective upon the occurrence and during the continuance of an Event of Default, the Administrative Agent its attorney-in-fact with an interest, with full authority in the place and stead of such Pledgor and in the name of such Pledgor, or otherwise, from time to time in the Administrative Agent's reasonable discretion to take any action and to execute any instruments consistent with the terms of this Agreement and the other Loan Documents which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term of this Agreement.

13. Indemnity.

(a) Indemnity. Each Pledgor agrees to indemnify, reimburse and hold the Administrative Agent and its successors, assigns, employees, agents and servants (collectively, "Indemnitees") harmless from and against any and all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses and the allocated costs of internal counsel) of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Agreement or the other Loan Documents or in any other way connected with the administration of the transactions contemplated hereby or the enforcement of any of the terms hereof, or the preservation of any rights hereunder, or in any way relating to or arising out of the manufacture, processing, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Pledged Collateral (including, without limitation, latent or other defects, whether or not discoverable), any claim for patent, trademark, trade secret or copyright infringement, the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnitee)), or property damage, or contract claim; provided that such Pledgor shall have no obligation to an Indemnitee hereunder to the extent it is finally judicially determined that such indemnified liabilities arise solely from the gross negligence or willful misconduct of that Indemnitee. Upon written notice by any Indemnitee of the assertion of such a liability, obligation, damage, injury, penalty, claim, demand, action, judgment or suit, such Pledgor shall assume full responsibility for the defense thereof. If any action, suit or proceeding

arising from any of the foregoing is brought against any Indemnitee, such Pledgor shall, if requested by such Indemnitee, resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel reasonably satisfactory to such Indemnitee. Each Indemnitee shall, unless any other Indemnitee has made the request described in the preceding sentence and such request has been complied with, have the right to employ its own counsel (or internal counsel) to investigate and control the defense of any matter covered by the indemnity set forth in this Section 13 and the fees and expenses of such counsel shall be paid by the Pledgors; provided that, only to the extent that no conflict exists between or among the Indemnitees as reasonably determined by the Indemnitees, the Pledgors shall not be obligated to pay the fees and expenses of more than one counsel for all Indemnitees as a group with respect to any such matter, action, suit or proceeding.

(b) Misrepresentations. Without limiting the application of subsection 13(a), each Pledgor agrees to pay, indemnify and hold each Indemnitee harmless from and against any loss, costs, damages and expenses which such Indemnitee may suffer, expend or incur in consequence of or growing out of any misrepresentation by the Pledgors in this Agreement or any of the other Loan Documents or in any statement or writing contemplated by or made or delivered pursuant to or in connection with this Agreement or any of the other Loan Documents.

(c) Contribution. If and to the extent that the obligations of the Pledgors under this Section 13 are unenforceable for any reason, each Pledgor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations that is permissible under applicable law.

(d) Survival. The obligations of the Pledgors contained in this Section 13 shall survive the termination of this Agreement and the discharge of the Pledgors' other obligations hereunder and under the other Loan Documents.

(e) Reimbursement. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Obligations secured by the Pledged Collateral.

14. Litigation.

(a) Each Pledgor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of the Pledged Collateral, suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Pledged Collateral. Each Pledgor shall promptly notify the Administrative Agent in writing as to the commencement and prosecution of any such actions, or threat thereof relating to the Pledged Collateral and shall provide to the Administrative Agent such information with respect thereto as may be reasonably requested. The Administrative Agent shall provide all reasonable and necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party.

(b) Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent shall have the right but shall in no way be obligated to file applications for

protection of the Pledged Collateral and/or bring suit in the name of the Pledgors, the Administrative Agent or the Secured Parties to enforce the Pledged Collateral and any license thereunder; in the event of such suit, the Pledgors shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all documents required by the Administrative Agent in aid of such enforcement and the Pledgors shall promptly, upon demand, reimburse and indemnify the Administrative Agent, as the case may be, for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 14. In the event that the Administrative Agent shall elect not to bring suit to enforce the Pledged Collateral, the Pledgors agree to use all commercially reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, counterfeiting or other diminution in value of any of the Pledged Collateral material to the business of such Pledgor by others and for that purpose agree to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement as is in the reasonable business judgment of the Pledgors necessary to protect the Pledged Collateral and the Administrative Agent shall provide, at the Pledgors' expense, all necessary and reasonable assistance to the Pledgors to maintain such action.

15. Modifications in Writing. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure by the Pledgors therefrom, shall be effective unless the same shall be in writing and signed by the Administrative Agent and, except in the case of any such termination, waiver or consent, by each Pledgor. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by the Pledgors from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other Loan Document, no notice to or demand on the Pledgors in any case shall entitle the Pledgors to any other or further notice or demand in similar or other circumstances.

16. Termination; Release. When all the Secured Obligations have been paid in full and have been terminated and the Revolving Credit Commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding, this Agreement shall terminate. Upon termination of this Agreement or any release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Administrative Agent shall, upon the request and at the expense of the Pledgors, forthwith assign, transfer and deliver to the Pledgors against receipt and without recourse to or warranty by the Administrative Agent, such of the Pledged Collateral to be released (in the case of a release) as may be in the possession of the Administrative Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, on the order of and at the expense of the Pledgors, and proper instruments (including UCC termination statements on Form UCC-3 and documents suitable for recordation in the United States Patent and Trademark Office, the United States Copyright Office or similar domestic or foreign authority) acknowledging the termination of this Agreement or the release of such Pledged Collateral, as the case may be.

17. Reinstatement. Notwithstanding the provisions of Section 16, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Administrative Agent in respect of the Secured Obligations is rescinded or must otherwise

be restored or returned by the Administrative Agent upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Pledgor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Pledgor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

18. Credit Agreement. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Administrative Agent. In the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement, the Credit Agreement shall control. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Administrative Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Administrative Agent" as used herein shall include Fleet National Bank and any other Person acting as Administrative Agent for the Secured Parties pursuant to the terms of the Credit Agreement.

19. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of Section 10.1 of the Credit Agreement.

20. Continuing Security Interest; Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) remain in full force and effect until the payment in full in cash of all Secured Obligations and the termination or expiration of the obligations of the Lenders to make Loans under the Credit Agreement, (b) be binding upon each Pledgor, its successors and assigns, and (c) inure, together with the rights and remedies of the Secured Parties hereunder, to the benefit of the Administrative Agent and its successors, transferees and assigns; other than the Secured Parties, no other Persons (including, without limitation, any other creditor of the Pledgors) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause 20(c), any Secured Party may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other Person in accordance with the Credit Agreement, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Secured Parties, herein or otherwise, subject however, to the provisions of the Credit Agreement.

21. GOVERNING LAW; TERMS. THIS AGREEMENT, INCLUDING THE VALIDITY HEREOF AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER IN RESPECT OF ANY PARTICULAR INTELLECTUAL PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

22. CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL. EACH PLEDGOR, TO THE EXTENT THAT IT MAY LAWFULLY DO SO, HEREBY CONSENTS TO SERVICE OF PROCESS, AND TO BE SUED, IN THE STATE OF

NEW YORK AND CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF THE SECURED OBLIGATIONS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY, AND EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE AS TO VENUE IN ANY SUCH COURTS. EACH PLEDGOR FURTHER AGREES THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY OF SUCH COURTS SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED PERSONALLY OR BY CERTIFIED MAIL TO IT IN ACCORDANCE WITH PARAGRAPH 19 HEREOF OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF NEW YORK. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING AN ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

23. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

24. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

25. Headings. The Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

26. Obligations Absolute. To the extent permitted by applicable law, all obligations of the Pledgors hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition liquidation or the like of any Pledgor or any other Subsidiary of any Pledgor;

(b) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, or any other agreement or instrument relating thereto;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document, or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations; or

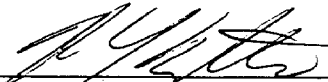
(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement or any other Loan Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 15 hereof.

27. Waiver of Single Action. Each Pledgor hereby waives to the greatest extent permitted under law the right to a discharge of any of the Secured Obligations under any statute or rule of law now or hereafter in effect which provides that the exercise of any particular right or remedy as provided for herein (by judicial proceedings or otherwise), constitutes the exclusive means for satisfaction of the Secured Obligations or which makes unavailable any further judgment or any other right or remedy provided for herein because the Administrative Agent or any other Secured Party elected to proceed with the exercise of such initial right or remedy or because of any failure by the Administrative Agent or any other Secured Party to comply with laws that prescribe conditions to the entitlement to such subsequent judgment or the availability of such subsequent right or remedy. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that such subsequent judgment or action is not available to the Administrative Agent or any other Secured Party, the Pledgors shall not (a) introduce in any other jurisdiction any judgment so holding as a defense to enforcement against the Pledgors of any remedy in the Credit Agreement or executed in connection with the Credit Agreement or (b) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered and only with respect to the collateral referred to in such judgment.


28. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as of the date first above written.

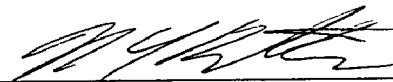
MONARCH LUGGAGE CO. INC.,
a Delaware corporation

By: 
Name: W. Louis Bissette III
Title: Vice President

OCP ACQUISITION CORP.,
a Delaware corporation

By: 
Name: W. Louis Bissette III
Title: Vice President

BAY TRAVEL GEAR, INC.,
a New York corporation

By: 
Name: W. Louis Bissette III
Title: Vice President

FLEET NATIONAL BANK, as Administrative Agent for
itself and the other Secured Parties

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as of the date first above written.

MONARCH LUGGAGE CO. INC.,
a Delaware corporation

By: _____

Name:

Title:

OCP ACQUISITION CORP.,
a Delaware corporation

By: _____

Name:

Title:

BAY TRAVEL GEAR, INC.,
a New York corporation

By: _____

Name:

Title:

FLEET NATIONAL BANK, as Administrative Agent for
itself and the other Secured Parties

By: _____

Name: Eric C. Vander Mel

Title: Vice President

**SCHEDULE A
PATENTS**
(including exclusive and nonexclusive licenses)

MONARCH PATENTS

<u>TITLE</u>	<u>STATUS</u>	<u>SERIAL NO.</u>	<u>FILE DATE</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>EXPIRATION*</u>
COMPOSITE HANDLE FOR PORTABLE CONTAINERS	ISSUED	06/636,762	08/01/1984	4,592,091	05/27/1986	08/01/2004
SOFT BAG EXPANDERS	PENDING	09/085,477	05/27/1998			
DESIGN FOR MODIFIED SOFT BAG EXPANDERS	PENDING	09/276,461	03/25/1999			
WHEELED CARRYING BAG	PENDING	09/103,282	06/23/1998			
DESIGN FOR PULLMAN STYLE DUFFLE BAG	PENDING	29/102,486	03/25/1999			
UPRIGHT STANDING DUFFLE BAG	PENDING	09/336,240	06/18/1999			
TWO-WAY TOWABLE LUGGAGE	ISSUED	08/238,920	05/06/1994	5,377,795	01/03/1995	05/06/2014
DESIGN FOR WHEELED LUGGAGE WITH PIVOTABLE HANDLE	ISSUED	29/011,627	08/10/1993	D354,398	01/17/1995	01/17/2009
DESIGN FOR WHEELED LUGGAGE WITH TELESCOPING HANDLE	ISSUED	29/011,622	08/10/1993	D354,397	01/17/1995	01/17/2009

*Expiration dates are subject to the filing of interim affidavits for trademarks and payment of maintenance fees for patents.

OCP ACQUISITION CORP. PATENTS

<u>TITLE</u>	<u>STATUS</u>	<u>SERIAL NO.</u>	<u>FILE DATE</u>	<u>PATENT NO.</u>	<u>ISSUE</u>	<u>EXPIRATION</u>
INSULATED VESSEL WITH HANDLE AND DISPENSING SPOUT	ISSUED	08/820,306 (USA)	3-18-97	5,944,224	8-31-99	3-18-17
INSULATED VESSEL WITH HANDLE AND DISPENSING SPOUT	PENDING	98200815.3 (EPC)	3-14-98			
INSULATED VESSEL WITH HANDLE AND DISPENSING SPOUT	PENDING	2232318 (Canada)	3-17-98			
INSULATED VESSEL WITH HANDLE AND DISPENSING SPOUT	PENDING	982087 (Mexico)	3-17-98			

<u>TITLE</u>	<u>STATUS</u>	<u>SERIAL NO.</u>	<u>FILE DATE</u>	<u>PATENT NO.</u>	<u>ISSUE</u>	<u>EXPIRATION</u>
FOLDABLE COOLER	PENDING	09/179,776 (USA)	10-27-98			
FOLDABLE COOLER	PENDING	09/519,837 (USA)	3-3-00			
INSULATED JACKET AND CONTAINER ASSEMBLY	PENDING	09/173,777 (USA)	10-16-98			
LUNCH BAG	ISSUED	29/098,432 (USA)	12-29-98	D421371	3-7-00	3-7-14
LUNCH BAG	PENDING	1999-1521 (Canada)	12-29-98			
LUNCH COOLER	ISSUED	29/097,643 (USA)	12-10-98	D419390	1-25-00	1-25-14
COOLER (Z-20)	ISSUED	29/098,823 (USA)	1-6-99	D419830	2-1-00	2-1-14
COOLER (Z-30)	ISSUED	29/098,824 (USA)	1-6-99	D420257	2-8-00	2-8-14
LUNCH COOLER	ISSUED	29/097,601 (USA)	12-10-98	D421553	3-14-00	3-14-14
FLEXIBLE COOLER	ISSUED	29/095,140 (USA)	10-16-98	D411416	6-22-99	6-22-13
COOLER	PENDING	09/081,894 (USA)	5-20-98			

<u>TITLE</u>	<u>STATUS</u>	<u>SERIAL NO.</u>	<u>FILE DATE</u>	<u>PATENT NO.</u>	<u>ISSUE</u>	<u>EXPIRATION</u>
COOLER	PENDING	99200985.2 (EPC)	4-1-99			
COOLER	PENDING	2268375 (Canada)	4-7-99			
LUNCH BAG COOLER	ISSUED	29/053,997 (USA)	5-3-96	D383360	9-9-97	9-9-11
LUNCH BAG COOLER	ISSUED	961010 (Mexico)	10-16-96	9697	10-21-98	10-16-11
LUNCH BAG COOLER	ISSUED	1996-2069 (Canada)	9-17-96	80284	3-21-97	3-21-07
CONTAINER HAVING A RIGID LINER AND A FLEXIBLE COVER	ISSUED	08/801,626 (USA)	2-18-97	5,848,734	12-15-98	2-18-17
CONTAINER HAVING A RIGID LINER AND A FLEXIBLE COVER	PENDING	981308 (Mexico)	2-17-98			
CONTAINER HAVING A RIGID LINER AND A FLEXIBLE COVER	PENDING	98200494.7 (EPC)	2-17-98			
CONTAINER HAVING A RIGID LINER AND A FLEXIBLE COVER	PENDING	2229728 (Canada)	2-17-98			
CONTAINER COVERING BASE	ISSUED	08/997,788 (USA)	12-24-97	5,915,580	6-29-99	12-24-17
CONTAINER COVER BASE	PENDING	2246189 (Canada)	8-31-98			
TRAVEL BAG	ISSUED	29/082,403 (USA)	1-21-98	D411352	6-22-99	6-22-13
TRAVEL BAG	ISSUED	49807404.8 (Germany)	7-20-98	49807404.8	2-8-99	7-20-18
TRAVEL BAG	ISSUED	2076169 (G. Britain)	7-21-98	2076169	1-21-99	1-21-23
TRAVEL BAG	ISSUED	1998-1728 (Canada)	7-20-98	87805	10-22-99	10-22-09
COOLER (Z-10)	PENDING	29/098,401 (USA)	12-29-98			
VESSEL JACKET	ISSUED	29/092,958 (USA)	8-31-98	D418373	1-4-00	1-4-14
CONTAINER (RIGID LINER FOR JUGS)	ISSUED	29/071,263 (USA)	5-21-97	D409090	5-4-99	5-4-13
CONTAINER	ISSUED	29/098,979 (USA)	1-8-99	D415687	10-26-99	10-26-13
CONTAINER	ISSUED	1997-1096 (Canada)	4-30-97	81660	8-29-97	8-29-07
FLEXIBLE COOLER WITH REMOVABLE INSERT	ISSUED	08/226,416 (USA)	4-12-94	5,403,095	4-4-95	9-13-13
FLEXIBLE COOLER	ISSUED	07/818,371 (USA)	1-9-92	D340387	10-19-93	10-19-07
FLEXIBLE COOLER	ISSUED	RM920 000147 (Italy)	7-3-92	64409	8-17-98	7-3-07
FLEXIBLE COOLER	ISSUED	M9204467.0 (Germany)	6-12-92	M9204467.0	8-14-92	6-12-12
FLEXIBLE COOLER	ISSUED	0128011 (Spain)	7-8-92	0128011	2-12-93	2-12-13

<u>TITLE</u>	<u>STATUS</u>	<u>SERIAL NO.</u>	<u>FILE DATE</u>	<u>PATENT NO.</u>	<u>ISSUE</u>	<u>EXPIRATION</u>
FLEXIBLE COOLER BAG	ISSUED	2023549 (G. Britain)	1-9-92	2023549	1-9-92	1-9-17
FLEXIBLE COOLER	ISSUED	0807921 (Canada)	7-8-92	72336	3-25-93	3-25-03
FLEXIBLE COOLER	ISSUED	923757 (France)	6-17-92	923757	6-17-92	6-17-42
FLEXIBLE COOLER	ISSUED	07/820,052 (USA)	1-9-92	III. D 340621	10-26-93	10-26-07
FLEXIBLE COOLER	ISSUED	0807923 (Canada)	7-8-92	IV. 7 2338	3-25-93	3-25-03
FLEXIBLE COOLER BAG	ISSUED	2023550 (G. Britain)	1-9-92	V. 2 023550	1-9-92	1-9-17
FLEXIBLE COOLER	ISSUED	07/818,989 (USA)	1-10-92	VI. D 340840	11-2-93	11-2-07
FLEXIBLE COOLER BAG	ISSUED	2023551 (G. Britain)	1-10-92	VII. 2 023551	9-14-92	1-10-17
FLEXIBLE COOLER	ISSUED	0807922 (Canada)	7-8-92	VIII. 7 2337	3-25-93	3-25-03
FLEXIBLE LUNCH COOLER	ISSUED	07/896,354 (USA)	6-11-92	IX. D 343992	2-8-94	2-8-08
LUNCH COOLER	ISSUED	1809923 (Canada)	9-18-92	X. 7 2601	6-3-93	6-3-03
FLEXIBLE COOLER	ISSUED	29/040,672 (USA)	6-22-95	XI. D 373515	9-10-96	9-10-10
FLEXIBLE COOLER	ISSUED	29/040,670 (USA)	6-22-95	XII. D 373514	9-10-96	9-10-10
FLEXIBLE COOLER	ISSUED	29/040,669 (USA)	6-22-95	XIII. D 371051	6-25-96	6-25-10
FLEXIBLE COOLER	ISSUED	29/043,661 (USA)	6-22-95	XIV. D 371052	6-25-96	6-25-10
FLEXIBLE COOLER	ISSUED	29/040,671 (USA)	6-22-95	XV. D 371724	7-16-96	7-16-10
FLEXIBLE COOLER	ISSUED	29/052,459 (USA)	3-26-96	XVI. D 381871	8-5-97	8-5-11
BACKPACK COOLER	ISSUED	29/047,823 (USA)	12-13-95	XVII. D 375403	11-12-96	11-12-10
ZIPPER PULL	ISSUED	29/050,167 (USA)	2-9-96	XVIII. D 379162	5-13-97	5-13-11
PORTABLE DEVICE AND ACCESSORY STORAGE CASE	ISSUED	29/052,244 (USA)	3-26-96	XIX. D 394552	5-26-98	5-26-12

<u>TITLE</u>	<u>STATUS</u>	<u>SERIAL NO.</u>	<u>FILE DATE</u>	<u>PATENT NO.</u>	<u>ISSUE</u>	<u>EXPIRATION</u>
STORAGE CASE	ISSUED	1996-2219 (Canada)	3-27-97	XX. 8 0754	5-9-97	5-9-07
CONTAINER COVER	ISSUED	29/054,936 (USA)	5-24-96	XXI. D 385106	10-21-97	10-21-11
INSULATED CONTAINER COVER	ISSUED	29/061,646 (USA)	10-28-96	XXII. D 391120	2-24-98	2-24-12
INSULATED JUG	ISSUED	1997-1029 (Canada)	4-25-97	XXIII. 8 1867	9-26-97	9-26-07
INSULATED VESSEL	ISSUED	29/057,249 (USA)	7-22-96	XXIV. D 383361	9-9-97	9-9-11
INSULATED VESSEL COVER	ISSUED	29/063,723 (USA)	12-13-96	XXV. D 393572	4-21-98	4-21-12
VESSEL COVER	ISSUED	1997-1350 (Canada)	5-26-97	XXVI. 8 3051	2-6-98	2-6-08
DISPENSING LID	ISSUED	29/070,966 (USA)	5-20-97	XXVII. D 393569	4-21-98	4-21-12
CONTAINER HANDLE AND DISPENSING SPOUT	ISSUED	29/070,942 (USA)	5-20-97	XXVIII. D 396380	7-28-98	7-28-12
DISPENSING LID ASSEMBLY FOR A CONTAINER	ISSUED	08/820,049 (USA)	3-18-97	XXIX. 5, 890,628	4-6-99	3-18-17
DISPENSING LID FOR AN INSULATED JUG		98200813.8 (EPC)	3-14-98	XXX.		3-14-18
DISPENSING LID FOR AN INSULATED JUG	PENDING	982142 (Mexico)	3-17-98	XXXI.		
DISPENSING LID FOR AN INSULATED JUG	PENDING	2232323 (Canada)	3-17-98	XXXII.		
FLEXIBLE COOLER	ISSUED	29/062,007 (USA)	11-5-96	XXXIII. D 398191	9-15-98	9-15-12
COOLER	ISSUED	1997-1124	5-2-97	XXXIV. 8 1582	8-29-97	8-29-07
COMPARTMENT FOR A FLEXIBLE TOTE	ISSUED	29/061,546 (USA)	10-25-96	XXXV. D 387560	12-16-97	12-16-11
COOLER CHEST	ISSUED	29/063,744 (USA)	12-13-96	XXXVI. D 387626	12-16-97	12-16-11
COOLER CHEST	ISSUED	1997-1349 (Canada)	5-26-97	XXXVII. 8 3789	5-8-98	5-8-08
BACKPACK	ISSUED	29/082,402 (USA)	1-21-98	XXXVIII. D 409376	5-11-99	5-11-13
BACKPACK	ISSUED	49807405.6	7-20-98	49807405.6	2-9-99	7-20-18

<u>TITLE</u>	<u>STATUS</u>	<u>SERIAL NO.</u>	<u>FILE DATE</u>	<u>PATENT NO.</u>	<u>ISSUE</u>	<u>EXPIRATION</u>
		(Germany)				
BACKPACK	ISSUED	2076168 (G. Britain)	1-21-98	2076168	11-17-98	1-21-23
LUNCH COOLER	ISSUED	29/084,603 (USA)	3-6-98	D406728	3-16-99	3-16-13
FLEXIBLE COOLER	ISSUED	29/084,626 (USA)	3-6-98	D406730	3-16-99	3-16-13
LUNCH COOLER	ISSUED	29/084,625 (USA)	3-6-98	D406729	3-16-99	3-16-13
BOTTLE JACKET	PENDING	1999-0532 (Canada)	2-26-99			
BOTTLE JACKET	PENDING	29/092,959 (USA)	8-31-98			
JUG JACKET	PENDING	1999-0533 (Canada)	2-26-99			
JUG JACKET	ISSUED	29/092,962 (USA)	8-31-98	D413768	9-14-99	9-14-13
COOLER	PENDING	29/095,481 (USA)	10-23-98			
COOLER	ISSUED	1999-0861 (Canada)	4-8-99	88428	12-31-99	12-31-09
CONTAINER	PENDING	29/095,506 (USA)	10-23-98			
COLLAPSED COOLER	ISSUED	29/062,148 (USA)	11-8-96	D391121	2-24-98	2-24-12
LUNCH CARRIER	PENDING	29/117,028 (USA)	1-14-00			
INSULATED LUNCH BOX	PENDING	29/117,030 (USA)	1-14-00			
CARGO LUNCH CARRIER	PENDING	29/119,709 (USA)	3-6-00			
Z-20 MEAL CARRIER	PENDING	29/119,796 (USA)	3-6-00			
Z-30 MEAL CARRIER	PENDING	29/119,716 (USA)	3-6-00			

**SCHEDULE B
TRADEMARKS & SERVICE MARKS**

(including registrations and applications and exclusive and nonexclusive licenses)

MONARCH TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>STATUS</u>	<u>APP. NO.</u>	<u>FILED</u>	<u>REG NO.</u>	<u>REG. DATE</u>	<u>EXP. DATE*</u>
LUCAS	CANADA		REGISTERED	657,855	05/22/90	463,629	09/27/96	09/27/11
THE INTELLECTUAL ATTACHE DELAVAN	U.S.	18	REGISTERED	74/663,797	04/20/95	2,016,470	11/12/96	11/12/06
FASHION CLUB	U.S.	18	REGISTERED	75/005,277	10/13/95	2,074,448	06/24/97	06/24/07
LUCAS & DESIGN	U.S.	18	REGISTERED	73/364,678	05/14/82	1,346,150	07/02/85	07/02/05
MONARCH	U.S.	18	REGISTERED	73/331,226	10/05/81	1,235,291	04/19/83	04/19/03
ROYALTON	U.S.	18	REGISTERED	74/629,935	02/06/95	2,053,266	04/15/97	04/15/07
TRAINING USA & DESIGN	U.S.	18	REGISTERED	74/459,012	11/17/93	1,944,554	12/26/95	12/26/06
STOW & GO	U.S.	18	REGISTERED	75/268,430	04/02/97	2,192,849	09/29/98	09/29/08
ROYAL CRUISER	U.S.	18	REGISTERED	74/476,702	01/05/94	1,932,206	10/31/95	10/31/05
HEXAGON	U.S.	18,09	PENDING	75/726,506	06/10/99			
TRAVEL-TECH	Canada		PENDING	0815008	11/06/96			
FIRE WATER EARTH	U.S.	18	REGISTERED	74/570,027	09/27/94	1,931,280	10/31/95	10/31/05
AUTHENTIC RUGGED GEAR	U.S.	18	REGISTERED	74/472,722	12/21/93	1,871,343	01/03/95	01/13/05
TRUE GLIDE	U.S.	18	REGISTERED	74/378,093	04/08/93	1,842,381	06/28/94	06/28/04
VERDI	U.S.	18	REGISTERED	73/121,030	03/31/77	1,095,989	07/11/78	07/11/08

*Expiration dates are subject to the filing of interim affidavits for trademarks and payment of maintenance fees for patents.

OCP ACQUISITION CORP. TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>STATUS</u>	<u>APP. NO.</u>	<u>FILED</u>	<u>REG NO.</u>	<u>REG. DATE</u>	<u>EXP. DATE*</u>
Arctic Zone	S. Africa	21	PENDING	99/11886	7-5-99			
Outer Circle	Australia	21	PENDING	797441	6-16-99			
Outer Circle	New Zealand	21	REGISTERED	311212	6-17-99	311212	12-20-99	6-17-06
Ice (Stylized)	USA	21	PENDING	75/327,760	7-18-97			
Expandable Cooler	USA	21	REGISTERED	75/515,491	7-8-98	2,312,649	1-25-00	1-25-10
Tuff (Stylized)	USA	21	PENDING	75/562,215	9-30-98			
Tuff (Stylized)	Canada	21	PENDING	1,009,272	3-22-99			
Z-Series	Canada	21	PENDING	1,041,283	12-29-99			
Arctic Zone	Italy	21	REGISTERED	RM92C00233 7	8-6-92	638813	12-21-94	12-21-04
Arctic Zone	Illinois	T-50				078296	4-23-96	4-23-06
(Design) XXXIX. STYL IZED ICEBERG	USA	21	REGISTERED	75/224,575	1-3-97	2,162,887	6-2-98	6-2-08
(Design) XL. STYL IZED ICEBERG	Canada	21	REGISTERED	834532	1-24-97	499522	8-27-98	8-27-13
(Design) XLI. STYL IZED ICEBERG	USA	21	REGISTERED	74/232,243	12-17-91	1,772,381	5-18-93	5-18-03

<u>MARK</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>STATUS</u>	<u>APP. NO.</u>	<u>FILED</u>	<u>REG NO.</u>	<u>REG. DATE</u>	<u>EXP. DATE*</u>
(Design) XLII. STYL IZED ICEBERG	Canada	21	REGISTERED	766072	10-13-94	449916	11-10-95	11-10-10
ARCTIC ZONE	USA	21	REGISTERED	74/231,347	12-17-91	1,772,380	5-18-93	5-18-03
XLIII. ARC TIC ZONE	USA	XLIV. 1	REGISTERED	75/224,502	1-13-97	2,162,886	6-2-98	XLV. -2-08 6
XLVI. ARC TIC ZONE	Peru	XLVII. 1	REGISTERED	83592	5-3-99	57395	9-14-99	XLVIII. -14-09 9
XLIX. ARC TIC ZONE	Argentina	L. 1	PENDING	2217238	5-3-99			LI.
LII. ARC TIC ZONE	Chile	LIII. 1	PENDING	454280	7-8-99			LIV.
LV. ARC TIC ZONE	Columbia	LVI. 1	PENDING	99024060	4-21-99			LVII.
LVIII. ARC TIC ZONE	Venezuela	LIX. 1	PENDING	6789	4-22-99			LX.
LXI. ARC TIC ZONE	Brazil	LXII. 1	PENDING	821567004	4-22-99			LXIII.
LXIV. ARC TIC ZONE	CTM	LXV. 1	REGISTERED	240374	4-26-96	000240374	8-21-98	LXVI. -26-06 4
LXVII. ARC TIC ZONE	Mexico	LXVIII. 1	REGISTERED	261282	4-30-96	523629	6-12-96	LXIX. -30-06 4
LXX. ARC TIC ZONE	Germany	LXXI. 1	REGISTERED	15574/21WZ	6-5-92	2048908	11-8-93	LXXII. -30-02 6
LXXIII. ARC TIC ZONE	Spain	LXXIV. 1	REGISTERED	1706551	6-10-92	1706551	2-21-92	LXXV. -10-02 6
LXXVI. ARC TIC ZONE	G. Britain	LXXVII. 1	REGISTERED	1502540	6-5-92	B1502540	11-26-93	LXXVIII. 2-17-08 1
LXXIX. ARC TIC ZONE	Canada	LXXX. 1	REGISTERED	702114	4-2-92	415061	7-30-93	LXXXI. -30-08 7

<u>MARK</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>STATUS</u>	<u>APP. NO.</u>	<u>FILED</u>	<u>REG NO.</u>	<u>REG. DATE</u>	<u>EXP. DATE*</u>
LXXXII. ARCTIC ZONE	Hong Kong	LXXXIII 1	REGISTERED	9412939	11-2-94	01799	4-9-98	LXXXIV. 4 -9-05
LXXXV. ARCTIC ZONE	Canada	LXXXV 1	REGISTERED	834533	1-24-97	496402	6-18-98	LXXXVII. 6 -18-13
LXXXVIII. ARCTIC ZONE	France	LXXXI 1	REGISTERED	92/422861	6-16-92	92422861	6-16-92	XC. -15-02 6
XCI. Z SERIES	USA	XCII. 1	PENDING	75/596,207	11-30-98			XCIII.
XCIV. ARCTIC ZONE TUFF	USA	XCIV. 1	PENDING	75/536,976	8-14-98			XCVI.
Go With It	USA	21, 25	PENDING	75/561678	9-30-98			
XCVII. COOLER & MORE	USA	XCVIII. 1	REGISTERED	75/078,841	3-26-96	2,035,735	2-4-97	XCIX. 2 -4-07
C. COOLER & MORE	Canada	21	REGISTERED	864573	12-18-97	504118	11-16-98	11-16-13
Polar Zone	USA	21	REGISTERED	75/018,652	11-13-95	2,013,699	11-5-96	11-5-06
CI. TUFF MATE	USA	CII. 1	PENDING	75/533,684	8-10-98			CIII.
CIV. PAC KIDERM	USA	CV. 1	PENDING	75/833,024	10-27-99			CVI.

LICENSES

- (i) That certain Amended Trademark License Agreement dated January 25, 1994 by and between Wilson Sporting Goods Co., a Delaware corporation, and Monarch (for Wilson, W, Pro Staff and Ultra names) (the "Wilson License Agreement").
- (ii) That certain License Agreement dated as of December 1, 1997, by and between B.U.M. International, Inc., a Nevada corporation and Monarch (for the B.U.M. Equipment name) (the "B.U.M License Agreement").
- (iii) That certain Agreement dated as of July 1, 1996, by and between Bill Blass, Ltd., a New York corporation, and Monarch (for the Bill Blass name and the BB mark) (the "Bill Blass License Agreement").
- (iv) That certain Trademark License Agreement dated as of August 1, 1997, by and between Converse Inc., a Delaware corporation, and Monarch (for the Converse, All Star and Converse All Star names) (the "Converse License Agreement").

- (v) That certain License Agreement dated as of January 26, 1996, by and between Outrigger, Inc., a New York corporation, and Monarch (for the Hook-It mark) (the "Outrigger License Agreement").
- (vi) That certain Retail License Agreement dated as of February 23, 1999, by and between National Broadcasting Company, Inc., and Monarch (NBC, NBC with Peacock Design, Peacock Design, NBC Sports, NBC News, NBA on NBC Marks and WNBA on NBC)) (the "NBC License Agreement").
- (vii) That certain Retail License Agreement dated as of November 20, 1998, by and between NHL Enterprises, L.P. and Monarch (for the National Hockey League marks – Except for the "Mighty Ducks of Anaheim," the names, nicknames, slogans, symbols, logos, emblems, insignia, colors, uniform designs and other indicia of each of the Member Teams of the National Hockey League, the city or regional identification of each of the National Hockey League Member Teams in conjunction with their colors and an appropriate professional ice hockey reference; the name, initials, insignia, colors and other indicia of the National Hockey League, including the Conference and Division names and/or logos; the NHL All-Star Game name, logo and colors; and the name and likeness of the Stanley Cup)) (the "NHL License Agreement").
- (viii) That certain Trademark License Agreement dated as of January 1, 1998, by and between Planet Marketing, Inc., a New York corporation, and Monarch (for the Year 2000 and Globe Design, and Year 2000 and Design I)) (the "Planet License Agreement").
- (ix) That certain Letter Agreement dated as of August 12, 1999, by and between The Museum Company and Monarch (MCMXCIX+I)) (the "Museum Company License Agreement").
- (x) That certain Software License Agreement dated as of January 25, 1996, by and between Monarch, and Richter Management Services, Inc., a Delaware corporation. (the "Richter Software License Agreement").
- (xi) That certain License Agreement, dated as of July 30, 1999 by and between Outer Circle and Fisher-Price, Inc., a Delaware corporation which will be assigned to OCP Acquisition Corp.

In addition to the foregoing, Monarch uses the following marks for which the licensor has not registered or applied for registration with the United States Patent and Trademark Office:

1. Ultimate
2. Rugged Traveler
3. Sportif
4. Bay Bags

5. Rugged Gear

Monarch also has limited licenses for use with respect to any particular order placed for the following marks (owned by third parties):

1. Concourse
2. Sports Authority
3. Pro Spirit
4. Pooh
5. NBC

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TRADEMARK
REEL: 002088 FRAME: 0458

**SCHEDULE C
COPYRIGHTS**

MONARCH COPYRIGHTS

<u>TITLE</u>	<u>COUNTRY</u>	<u>COPYRIGHT NO.</u>	<u>FILING DATE</u>
HOTELS OF THE WORLD	U.S.	VA 510-444	11/08/91

**SCHEDULE D
LIENS**

Debtor	Jurisdiction	Lien Type	Secured Party	Filing Info	Description	Indebtedness Secured
Monarch	Kings County, NY	Tax Lien	NYC Department of Finance	001350727-01 11/27/95		\$3,744.95

**SCHEDULE E
REQUIRED CONSENTS AND LICENSES**

- (i) Wilson License Agreement.
- (ii) B.U.M. License Agreement.
- (iii) Bill Blass License Agreement.
- (iv) Converse License Agreement.
- (v) Outrigger License Agreement.
- (vi) NBC License Agreement
- (vii) NHL License Agreement.
- (viii) Planet License Agreement.
- (ix) Museum Company License Agreement.
- (x) Richter Software License Agreement.
- (xi) Fisher-Price License Agreement.