

05-12-2003

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102444693

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

OCP ACQUISITION CORP.
MONARCH LUGGAGE CO. INC.BRENTWOOD BAG CORP.
BAY TRAVEL GEAR, INC.☐ Individual(s) ☐ Association☐ General Partnership ☐ Limited Partnership☒ Corporation-State Delaware☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger☒ Security Agreement ☐ Change of Name☐ Other _____Execution Date: May 7, 2003

2. Name and address of receiving party(ies)

Name: General Electric Capital CorporationInternal Address: 100 California St., 10th Fl.

Street Address: _____

City San Francisco State: CA Zip: 94111☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State Delaware☐ Other _____If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,642,233 2,642,232 1,564,519Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Winston & StrawnInternal Address: Bryan Snyder, ParalegalStreet Address: 333 S. Grand Ave., 38th Fl.City: Los Angeles State: CA Zip: 900716. Total number of applications and
registrations involved: _____

27

7. Total fee (37 CFR 3.41).....\$ 690⁰⁰☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

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

Name of Person Signing

Christine E Wilson

Signature

May 9, 2003

Date

Total number of pages including cover sheet, attachments, and document: 18Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002729 FRAME: 0610

05/13/2003 6TOM11 00000014 200052 2642233

01 FC:8521 40.00 CH
02 FC:8522 650.00 CH

PART B
Trademarks

OCP ACQUISITION CORP.

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>CLASSES</u>	<u>FILED</u>	<u>APPL NO.</u>	<u>REG DATE</u>	<u>REG NO.</u>	<u>STATUS</u>
Trademark	Lunch Bag Plus	US	21	07/03/01	76/279,599	10/29/02	2,642,233	Registered
Trademark	Dual Cool	US	21	07/03/01	76/279,598	10/29/02	2,642,232	Registered
Trademark	CLIK!CASE	US	18	11/24/86	73/631,826	11/7/89	1,564,519	Registered
Trademark	Expandable Cooler	US	21	07/08/98	76/515,491	01/25/00	2,312,649	Registered (Supplemental Register)
Trademark	Arctic Zone Tuff	US	21	08/14/98	76/536,976	02/22/00	2,322,477	Registered
Trademark	Z Series	US	21	11/30/98	75/596,207	02/06/01	2,426,122	Registered
Trade mark	Packiderm	US	21	10/27/99	75/833,024	12/11/01	2,516,340	Registered
Trade mark	Arctic Zone	US	18	01/08/03	78/201,094	N/A	N/A	Pending
Trade mark	Arctic Zone	US	21	12/17/91	74/231,347	05/18/93	1,772,380	Registered
Trade mark	Design (Stylized Iceberg)	US	21	12/17/91	74/232,243	05/18/93	1,772,381	Registered
Trade mark	Design: (Stylized Iceberg)	US	21	01/3/97	75/224,575	06/02/98	2,162,887	Registered
Trade mark	Ice (Stylized)	US	21	07/18/97	75/327,760	N/A	N/A	Pending
Trade mark	Tuff (stylized)	US	21	09/30/98	75/562,215	N/A	N/A	Pending-Suspended
Trade mark	Arctic Zone	US	21	01/13/97	75/224,502	06/02/98	2,162,886	Registered

MONARCH LUGGAGE CO. INC.

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>CLASSES</u>	<u>FILED</u>	<u>APPL NO.</u>	<u>REG DATE</u>	<u>REG NO.</u>	<u>STATUS</u>
Trade mark	THE INTELLECTUAL ATTACHE	US	18	04/20/95	74/663,797	11/12/96	2,016,470	REGISTERED
Trade mark	DELAVAN	US	18	10/13/95	75/005,277	06/24/97	2,074,448	REGISTERED
Trade mark	FASHION CLUB	US	18	12/16/1982	73/406,293	10/30/1984	1,302,613	REGISTERED
Trade mark	LUCAS & Design	US	18.25	5/14/1982	73/364,678	72/1985	1,346,150	REGISTERED
Trade mark	MONARCH	US	18	10/5/1981	73/331,226	4/19/1983	1,235,291	REGISTERED
Trade mark	aisle GLIDER	US	18	06/29/95	74/694,960	11/12/96	2,016,529	REGISTERED
Trade mark	ROYALTON	US	18	02/06/95	74/629,935	04/15/97	2,053,266	REGISTERED
Trade mark	STOW & GO	US	18	4/2/1997	75/268,430	9/29/1998	2,192,849	REGISTERED
Trade mark	ROYAL CRUISER	US	18	10/30/2001	76/332,190			ALLOWED
Trade mark	HEXAGON	US	18	6/10/1999	75/981,266	6/18/2002	2,583,243	REGISTERED
Trade mark	SPORTIF	US	18	11/13/2001	76/337,425	12/17/2002	2,682,633	REGISTERED
Trade mark	SPORTIF PERFORMANCE EQUIPMENT & Design	US	18	11/20/2001	76/339,945			PENDING
Trade mark	VERDI (stylized)	US	18	3/31/1977	73/121,030	7/11/1978	1,095,989	REGISTERED
Trade mark	LUCAS	Canada	18	5/22/1990	657,855	9/27/1996	463,629	REGISTERED

BRENTWOOD BAG CORP

None

BAY TRAVEL GEAR, INC.

None

TRADEMARK
REEL: 002729 FRAME: 0611

**SECOND AMENDED AND RESTATED PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of May 7, 2003, is made by MONARCH LUGGAGE CO. INC., a Delaware corporation ("Monarch"), OCP ACQUISITION CORP., a Delaware corporation to be renamed Bay Travelgear, Inc. ("Travelgear"), BRENTWOOD BAG CORP., a Delaware corporation ("BBC"), and BAY TRAVEL GEAR, INC., a New York corporation ("Bay Travel"); (Monarch, Travelgear, BBC and Bay Travel are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Monarch, Travelgear and Bay Travel are parties to that certain Amended and Restated Credit Agreement dated as of April 19, 2000, as amended by the First Amendment to Credit Agreement dated as of February 14, 2001, the Amended and Restated Forbearance Agreement and Second Amendment to Amended and Restated Credit Agreement dated as of April 26, 2002, and the Third Amendment to Amended and Restated Credit Agreement of even date herewith (such Third Amendment to Amended and Restated Credit Agreement, the "Third Amendment"; such Amended and Restated Credit Agreement as amended by all of the foregoing amendments, the "Existing Credit Agreement"), pursuant to which certain financial accommodations were provided to or for the benefit of such Persons. Prior to the effectiveness of the Third Amendment on the date hereof, the other parties to the Existing Credit Agreement were Fleet National Bank as Administrative Agent (the "Original Agent") and the lender parties party thereto (all such lender parties, the "Original Lenders"). Effective immediately before the effectiveness of the Third Amendment, (i) certain of the Original Lenders sold and assigned all of their respective rights and interests under the Existing Credit Agreement and all of their respective "Loans" (as defined therein) to the Original Lenders who are, as of the date hereof, the Lenders under the Credit Agreement, (ii) Original Agent resigned as Administrative Agent under the Existing Credit Agreement, and (iii) Agent was appointed as successor Administrative Agent under the Existing Credit Agreement (the matters described in the preceding clauses (i)-(iii), the "Lender/Agent Transition").

B. In order to secure Monarch's, Travelgear's and Bay Travel's joint and several obligations under the Existing Credit Agreement (including, as to Bay Travel, its obligations as a guarantor pursuant to Article 3 of the Existing Credit Agreement), Monarch, Travelgear and Bay Travel executed and delivered to Original Agent as "Secured Party" thereunder, for the benefit of Original Agent and Original Lenders, that certain Amended and Restated Intellectual Property Security Agreement dated as of April 19, 2000 (such agreement, as amended to date, the "Existing Intellectual Property Security Agreement"). By virtue of the Lender/Agent Transition, Agent is the "Secured Party" under and as defined in the Existing Intellectual Property Security Agreement for the benefit of itself and Lenders.

C. In order to further secure the obligations under the Existing Credit Agreement, BBC entered into that certain Nonrecourse Guaranty and Assignment Agreement dated as of February 4, 2000 (such agreement, as amended to date, the "Existing BBC Guaranty") in favor of Original Agent and Original Lenders as "Secured Parties." By virtue of the Lender/Agent Transition, Agent and Lenders are the "Secured Parties" under and as defined in the Existing BBC Guaranty.

D. Concurrently herewith, (i) the Existing Credit Agreement is being amended and restated pursuant to that certain Second Amended and Restated Credit Agreement of even date

Second Amended and Restated IP Security Agreement
(Execution)

herewith by and among Grantors, Agent and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (ii) Bay Travel's guaranty pursuant to Article 3 of the Existing Credit Agreement and the Existing BBC Guaranty are being amended and restated pursuant to that certain Amended and Restated Continuing Guaranty of even date herewith made by BBC and Bay Travel in favor of Agent, for the benefit of Agent and Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty"), and under such agreements Agent and Lenders have agreed to make certain financial accommodations to or for the direct or indirect benefit of Grantors, all as more particularly set forth therein.

E. The parties now desire to (i) with respect to Monarch, Travelgear and Bay Travel, continue in effect the Liens originally granted in favor of Original Agent, for the benefit of Original Agent and Original Lenders, under the Existing Intellectual Property Security Agreement, which Liens are (by virtue of the Lender/Agent Transition) now in favor of Agent, for the benefit of itself and Lenders, as set forth herein, and (ii) with respect to BBC, grant to Agent, for the benefit of Agent and Lenders, a continuing Lien on the Intellectual Property Collateral owned by BBC to secure the Obligations. The parties intend that this Agreement amend and restate the Existing Intellectual Property Security Agreement. These Recitals shall be construed as part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and Lenders, a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

- (a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and
- (f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or

Second Amended and Restated IP Security Agreement
(Execution)

due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

Without limiting the generality and effectiveness of the foregoing, each of Monarch, Travelgear and Bay Travel hereby reaffirms and continues in effect the respective grants of security interests under the Existing Intellectual Property Security Agreement, all UCC financing statements, and all documents of assignment, perfection, and priority executed and delivered pursuant to the Existing Intellectual Property Security Agreement. The UCC financing statements and all documents of assignment, perfection, and priority executed and delivered pursuant to the Existing Intellectual Property Security Agreement shall continue in effect with respect to the security interests of Agent, for the benefit of Agent and Lenders, in and to the Collateral. Each Grantor agrees that all "Pledged Collateral" (under and as defined in the Existing Intellectual Property Security Agreement) is and shall continue to be security for the Obligations.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Second Amended and Restated Security Agreement of even date herewith between Grantors and Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

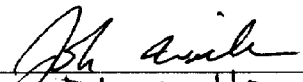
4. Amendment and Restatement. This Agreement amends and restates in its entirety the Existing Intellectual Property Security Agreement. Neither this Agreement, the Credit Agreement nor any of the other Loan Documents being executed in connection herewith shall constitute an accord and satisfaction or a novation of the obligations evidenced by the Existing Intellectual Property Security Agreement or the other "Loan Documents" (as such term is defined in the Existing Credit Agreement). All obligations under and as defined in the Existing Intellectual Property Security Agreement that remain outstanding as of the Closing Date shall be governed by the terms of this Agreement, the Credit Agreement and the other Loan Documents.

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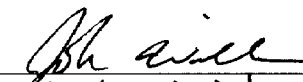
IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

MONARCH LUGGAGE CO. INC., a Delaware corporation

By: 
Name: John Williams
Title: Chief Financial Officer

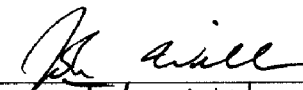
OCP ACQUISITION CORP., a Delaware corporation

By: 
Name: John Williams
Title: Chief Financial Officer

BRENTWOOD BAG CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

BAY TRAVEL GEAR, INC., a New York corporation

By: 
Name: John Williams
Title: Chief Financial Officer

Agreed and Acknowledged by:

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Randall Boba
Duly Authorized Signatory

Second Amended and Restated IP Security Agreement
(Execution)

LA:66928.4

TRADEMARK
REEL: 002729 FRAME: 0615

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

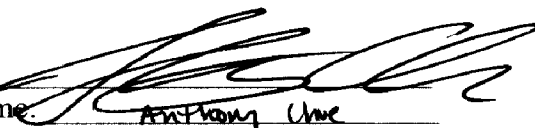
MONARCH LUGGAGE CO. INC., a Delaware corporation

By: _____
Name: _____
Title: _____

OCP ACQUISITION CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

BRENTWOOD BAG CORP., a Delaware corporation

By: 
Name: Anthony Chue
Title: President

BAY TRAVEL GEAR, INC., a New York corporation

By: _____
Name: _____
Title: _____

Agreed and Acknowledged by:

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Randall Boba
Duly Authorized Signatory

Second Amended and Restated IP Security Agreement
(Execution)

LA:66928.4

TRADEMARK
REEL: 002729 FRAME: 0616

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

MONARCH LUGGAGE CO. INC., a Delaware corporation

By: _____
Name: _____
Title: _____

OCP ACQUISITION CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

BRENTWOOD BAG CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

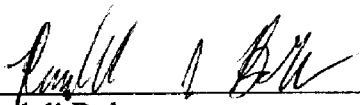
BAY TRAVEL GEAR, INC., a New York corporation

By: _____
Name: _____
Title: _____

Agreed and Acknowledged by:

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Randall Boba
Its Duly Authorized Signatory

Second Amended and Restated IP Security Agreement
(Execution)

SCHEDULE I

to

SECOND AMENDED AND RESTATED PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

[To be Completed by Each Grantor]

(PART A)

PATENTS

(PART B)

TRADEMARKS

(PART C)

COPYRIGHTS

Second Amended and Restated IP Security Agreement
(Execution)

SCHEDULE I

to

SECOND AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT AGREEMENT

PART A

Patents

OCP ACQUISITION CORP.

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL/PATENT NO.;</u> <u>REGISTRATION DATE</u>	<u>STATUS</u>
Design	MOLDED CARRYING CASE	US	D311,993 11/13/90	Expiration Date 5/9/03; Filed new POA w/ COA.
Design	CARRYING CASE FOR COMPACT DISKS OR THE LIKE	US	D320,886 10/22/91	Expiration Date 10/22/05.
Design	CARRYING CASE TRAY BOTTOM FOR CASSETTES OR THE LIKE	US	D321,283 11/05/91	Expiration Date 11/05/05.
Design	CARRYING CASE	US	D331,662 12/15/92	Expiration Date 12/15/06.
Design	FLEXIBLE COOLER	US	D340,387 10/19/93	Expiration Date 10/19/07.
Design	FLEXIBLE COOLER	US	D340,621 10/26/93	Expiration Date 10/26/07.
Design	FLEXIBLE COOLER	US	D340,840 11/2/93	Expiration Date 11/2/07; Filed new POA w/COA.
Design	FLEXIBLE LUNCH COOLER	US	D343,992 2/8/94	Expiration Date 2/8/08.
Design	COMPACT CD CASE	US	D354,653 1/24/95	Expiration Date 1/24/09.
Design	COMPACT DISC CASE	US	D355,323 2/14/95	Expiration Date 2/14/09.
Design	FLEXIBLE COOLER	US	D373,515 9/10/96	Expiration Date 9/10/10.
Design	FLEXIBLE COOLER	US	D373,514 9/10/96	Expiration Date 9/10/10.
Design	FLEXIBLE COOLER	US	D371,051 6/25/96	Expiration Date 6/25/10.
Design	FLEXIBLE COOLER	US	D371,052 6/25/96	Expiration Date 6/25/10.
Design	FLEXIBLE COOLER	US	D371,724 7/16/96	Expiration Date 7/16/10.
Design	FLEXIBLE COOLER	US	D381,871 8/5/97	Expiration Date 8/5/11.
Design	BACKPACK COOLER	US	D375,403 11/12/96	Expiration Date 11/12/10.
Design	ZIPPER PULL	US	D379,162 5/13/97	Expiration Date 5/13/11.

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL/PATENT NO.;</u> <u>REGISTRATION DATE</u>	<u>STATUS</u>
Design	PORTABLE DEVICE AND ACCESSOR YSTORAGE CASE	US	D394,552 5/26/98	Expiration Date 5/26/12.
Design	LUNCH BAG COOLER	US	D383,360 9/9/97	Expiration Date 9/9/11; Filed new POA w/COA.
Design	CONTAINER COVER	US	D385,106 10/21/97	Expiration Date 10/21/11.
Design	INSULATED CONTAINER COVER	US	D391,120 2/24/98	Expiration Date 2/24/12.
Design	INSULATED VESSEL	US	D383,361 9/9/97	Expiration Date 9/9/11.
Design	INSULATED VESSEL COVER	US	D393,572 4/21/98	Expiration Date 4/21/12.
Design	DISPENSING LID	US	D393,569 4/21/98	Expiration Date 4/21/12.
Design	CONTAINER HANDLE AND DISPENSING SPOUT	US	D396,380 7/28/98	Expiration Date 7/28/12.
Design	COLLAPSED COOLER	US	D391,121 2/24/98	Expiration Date 2/24/12.
Design	FLEXIBLE COOLER	US	D398,191 9/15/98	Expiration Date 9/15/12.
Design	COMPARTMENT FOR A FLEXIBLE TOTE	US	D387,560 12/16/97	Expiration Date 12/16/11
Design	CONTAINER (RIGID LINER FOR JUGS)	US	D409,090 5/4/99	Expiration Date 5/4/13.
Design	CONTAINER (RIGID LINER FOR JUGS) (DIV.)	US	D415,687 10/26/99	Expiration Date 10/26/13.
Design	COOLER CHEST	US	D387,626 12/16/97	Expiration Date 12/16/11
Design	TRAVEL BAG	US	D411,352 6/22/99	Expiration Date 6/22/13; Filed new POA w/COA.
Design	BACKPACK	US	D409,376 5/11/99	Expiration Date 5/11/13
Design	LUNCH COOLER	US	D406,728 3/16/99	Expiration Date 3/16/13.
Design	LUNCH COOLER (CONT.)	US	D421,553 3/14/00	Expiration Date 3/14/14.
Design	FLEXIBLE COOLER	US	D406,730 3/16/99	Expiration Date 3/16/13.
Design	FLEXIBLE COOLER CONT.	US	D411,416 6/22/99	Expiration Date 6/22/13. Filed new POA w/COA.
Design	LUNCH COOLER	US	D406,729 3/16/99	Expiration Date 3/16/13.
Design	LUNCH COOLER	US	D419,390 1/25/00	Expiration Date 1/25/14.
Design	BOTTLE JACKET	US	D432,873 10/31/00	Expiration Date 10/31/14.
Design	JUG JACKET	US	D413,768 9/14/99	Expiration Date 9/14/13.
Design	VESSEL JACKET	US	D418,373 1/4/00	Expiration Date 1/4/14.

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL/PATENT NO.: REGISTRATION DATE</u>	<u>STATUS</u>
Design	TUFF	US	D423,294 4/25/00	Expiration Date 4/25/14.
Design	CONTAINER RETAINER (TUFF)	US	D422,453 4/11/00	Expiration Date 4/11/14.
Design	COOLER (Z-10)	US	D422,181 4/4/00	Expiration Date 4/4/14.
Design	COOLER (Z-20)	US	D419,830 2/1/00	Expiration Date 2/1/14.
Design	COOLER (Z-30)	US	D420,257 2/8/00	Expiration Date 2/8/14.
Design	2 COOL LUNCH BAG	US	D421,371 3/7/00	Expiration Date 3/7/14.
Design	INSULATED LUNCH BOX	US	D433,885 11/14/00	Expiration Date 11/21/14.
Design	CRASHPROOF LUNCH CARRIER	US	D434,282 11/28/00	Expiration Date 11/28/14.
Design	CARGO LUNCH CARRIER	US	D434,954 12/12/00	Expiration Date 12/12/14.
Design	LUNCH-ALONG BAG	US	D457,314 5/21/02	Expiration Date 5/21/16.
Design	BAG	US	D455,551 4/16/02	Expiration Date 4/16/16.
Design	LUNCH ROLL-UP BAG	US	D446,932 08/28/01	Expiration Date 8/28/15.
Design	BAG	US	D458,750 6/18/02	Expiration Date 6/18/16.
Design	BAG	US	D471,361 3/11/03	Expiration Date 3/11/17.
Design	BAG	US	D468,534 11/14/03	Expiration Date 1/14/17.
Utility	FLEXIBLE COOLER WITH REMOVABLE INSERT	US	5,403,095 4/4/95	Maintenance Fee DUE 10/4/06.
Utility	DISPENSING LID ASSEMBLY FOR A CONTAINER	US	5,890,628 4/6/99	Maintenance Fee DUE 10/6/02.
Utility	INSULATED VESSEL WITH HANDLE AND DISPENSING SPOUT	US	5,944,224 8/31/99	Maintenance Fee DUE 2/28/07.
Utility	CONTAINER HAVING A RIGID LINER AND A FLEXIBLE COVER	US	5,848,734 12/15/98	Maintenance Fee DUE 6/15/06.
Utility	INSULATED JACKET AND CONTAINER ASSEMBLY	US	6,062,434 5/16/00	Maintenance Fee DUE 11/16/03; Expiration Date 2/18/17.
Utility	CONTAINER COVERING (BASE)	US	5,915,580 6/29/99	Maintenance Fee DUE 12/29/06.
Utility	COOLER	US	6,105,844 8/22/00	Maintenance Fee DUE 2/22/04.
Utility	COLLAPSED COOLER	US	6,068,402 5/30/00	Maintenance Fee DUE 11/30/03. Expiration Date 10/27/18.

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL/PATENT NO.;</u> <u>REGISTRATION DATE</u>	<u>STATUS</u>
Design	LUNCH BAG COOLER	Canada	80284 3/21/97	Expiration Date 3/21/07.
Design	INSULATED JUG	Canada	81867 9/26/97	Expiration Date 9/26/07.
Design	VESSEL COVER	Canada	83051 2/6/98	Expiration Date 2/6/08.
Design	COOLER	Canada	81582 8/29/97	Expiration Date 8/29/07.
Design	CONTAINER (RIGID LINER FOR JUGS)	Canada	81660 8/29/97	Expiration Date 8/29/07.
Design	COOLER CHEST	Canada	83789 5/8/98	Expiration Date 5/8/08.
Design	TRAVEL BAG	Canada	87805 10/22/99	Renewal Fee DUE 10/22/04.
Design	BOTTLE JACKET	Canada	88801 2/25/00	Annuity DUE 2/25/05; Expiration Date 2/25/10.
Design	JUG JACKET	Canada	88858 2/29/00	Annuity DUE 2/28/05; Expiration date 2/28/10.
Design	TUFF COOLER	Canada	88428 12/31/99	Annuity DUE 12/31/04; Expiration Date 12/31/09.
Design	2 COOL LUNCH BAG	Canada	89131 3/31/00	Annuity DUE 3/31/05; Expiration Date 3/31/10.
Design	INSULATED LUNCH BOX	Canada	92963 7/20/01	Renewal fee DUE 7/20/06. Expiration Date 7/20/11.
Design	CRASHPROOF LUNCH CARRIER	Canada	92962 7/20/01	Renewal Fee DUE 7/2/06; Expiration Date 7/20/11.
Design	LUNCH-ALONG BAG	Canada	97373 9/16/02	Renewal Fee DUE 9/16/07; Expiration Date 9/16/12.
Design	LUNCH ROLL-UP BAG	Canada	97372 4/26/02	Renewal Fee DUE 4/26/07; Expiration Date 4/26/12.
Design	FLEXIBLE COOLER	France	923757 6/17/92	Renewal Fee DUE 6/17/17.
Design	MOLDED CARRYING CASE	France	874553 7/31/87	Renewal Fee DUE 7/31/12.
Design	FLEXIBLE COOLER	Germany	M9204467.0 8/14/92	Expiration Date 6/12/12.
Design	FLEXIBLE COOLER BAG	Great Britain	2023549 1/9/92	Renewal Fee DUE 1/9/07; Expiration Date 1/9/17.
Design	TRAVEL BAG	Great Britain	2076169 1/21/99	Renewal fee DUE 7/21/08; Expiration Date 1/21/23.
Design	BACKPACK	Great Britain	2076168 11/17/98	Renewal Fee DUE 1/21/08; Expiration Date 1/21/23.
Design	LUNCH-ALONG BAG	Great Britain	2104319 7/2/02	Renewal Fee DUE 8/24/06 Expiration Date 8/24/26.
Design	LUNCH ROLL-UP BAG	Great Britain	2104318 4/16/02	Certificate of Registration granted 4/16/02.
Design	FLEXIBLE COOLER	Italy	64409 8/17/98	Renewal Fee DUE 7/31/07; Expiration Date 7/3/17.
Design	LUNCH BAG COOLER	Mexico	9697 10/21 /98	Renewal Fee DUE 10/16/03.

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL/PATENT NO. : REGISTRATION DATE</u>	<u>STATUS</u>
Utility	DISPENSING LID FOR AN INSULATED JUG	Mexico	209402 8/1/02	Renewal Fee DUE 3/17/07; Expiration Date 3/17/18.
Design	Attache Case	US	D300,988 5/9/89	Expiration Date 5/9/03.
Design	Cooler	US	29/159,871 4/30/02	Notice of Allowance mailed 12/16/02; Issue Fee PAID 3/13/03.
Design	Cooler	US	29/159,526 4/23/02	Notice of Allowance mailed 12/16/02; Issue Fee PAID 3/13/03.
Design	Lunch Cooler	Canada	72601 6/3/93	Expiration Date 6/3/03.
Design	Bag	Canada	99612 5/30/02	Awaiting action by Canadian Patent Office.
Design	Cooler	Canada	100220 8/1/02	Awaiting action by Canadian Patent Office.
Design	Cooler	Canada	100219 8/1/02	Awaiting action by Canadian Patent Office.
Utility	Dispensing Lid for an Insulated Jug	Canada	2,232,323 3/17/98	Petition for Examination FILED 3/17/03; Annuity DUE 3/17/04.
Utility	Container Having a Rigid Liner and a Flexible Cover	Canada	2229728 2/17/98	Request for Examination FILED 2/11/03; Annuity DUE 2/17/04.
Design	Travel Bag	Germany	49807404.8 2/8/99	Renewal Fee DUE 7/20/03. Expiration Date 7/20/18.
Design	Backpack	Germany	49807405.6 2/9/99	Renewal Fee DUE 7/20/03. Expiration Date 7/20/18.
Design	Container Having a Rigid Liner and a Flexible Cover	Mexico	981308 2/17/98	Grant fees DUE 4/21/03.
Design	Lunch-Along Bag	Mexico	2001/000985 8/24/01	Awaiting further action by Mexican Patent Office.
Design	Lunch Roll- Up Bag	Mexico	2001/000986 8/24/01	Awaiting further action by Mexican Patent Office.
Design	Bag	Mexico	2002-000586 6/6/02	Certified copy of priority document and Assignment FILED 9/5/02.
Design	Cooler	Mexico	2002/001399 10/18/02	Certified copy of priority document FILED 8/26/02.
Design	Cooler	Mexico	2002/001398 10/18/02	Certified copy of priority document FILED 8/26/02.
Design	Foldable Cooler	US	09/179,776 10-27-98	Granted
Design	Insulated jacket and Container Assembly	US	09/173,777 10-16-98	Granted
Design	Lunch Bag	Canada	1999-1521 12-29-98	Granted
Design	Cooler	US	09/081,894 5-20-98	Granted
Design	Container	US	29/098,979 1-8-99	Issued
Design	Bottle Jacket	Canada	1999-0532 2-26-99	Granted
Design	Bottle Jacket	US	29/092,959 8-31-98	Granted

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL/PATENT NO.:</u> <u>REGISTRATION DATE</u>	<u>STATUS</u>
Design	Jug Jacket	Canada	1999-0533 2-26-99	Granted
Design	Cooler	US	29/095,481 10-23-98	Granted
Design	Container	US	29/095,506 10-23-98	Granted
Design	Lunch Carrier	US	29/117,028 1-14-00	Granted
Design	Lunch Bag	US	29/098,432 D421371 12-29-98	Issued
Design	Container	Canada	1997-1096 81660 8-29-97	Issued
Design	Cooler	Canada	1999-0861 88428 12-31-99	Issued

MONARCH LUGGAGE CO. INC

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL/PATENT NO.:</u> <u>REG DATE</u>	<u>STATUS</u>
Utility	Composite Handle for Portable Containers	United States	06/636,782 4,592,091 9/27/1996	ISSUED
Utility	Soft Bag Expanders	United States	09/085,477 6,022,146 12/17/2002	ISSUED
Design	Modified Soft Bag Expanders	United States	09/276,461 6,102,570 10/30/1984	ISSUED
Utility	Wheeled Carrying Bag	United States	09/103,282 6,062,357 7/11/1978	ISSUED
Design	Pullman Style Duffle Bag	United States	29/102,486 D427,768 6/18/2002	ISSUED
Utility	Upright Standing Duffle Bag	United States	09/336,240 6,227,339 9/29/1998	ISSUED
Design	Wheeled Luggage with Pivotal Handle	United States	29/011,627 D354,398 7/2/1985	ISSUED
Design	Wheeled Luggage with Telescoping Handle	United States	29/011,622 D354,397 4/19/1983	ISSUED
Design	Two-way Towable Luggage	United States	5,377,795	ISSUED

BRENTWOOD BAG CORP.

None.

BAY TRAVEL GEAR, INC.

None.

PART B
Trademarks

OCP ACQUISITION CORP.

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>CLASSES</u>	<u>FILED</u>	<u>APPL NO.</u>	<u>REG DATE</u>	<u>REG NO.</u>	<u>STATUS</u>
Trademark	Lunch Bag Plus	US	21	07/03/01	76/279,599	10/29/02	2,642,233	Registered
Trademark	Dual Cool	US	21	07/03/01	76/279,598	10/29/02	2,642,232	Registered
Trademark	CLIK!CASE	US	18	11/24/86	73/631,826	11/7/89	1,564,519	Registered
Trademark	Expandable Cooler	US	21	07/08/98	76/515,491	01/25/00	2,312,649	Registered (Supplemental Register)
Trademark	Arctic Zone Tuff	US	21	08/14/98	76/536,976	02/22/00	2,322,477	Registered
Trademark	Z Series	US	21	11/30/98	75/596,207	02/06/01	2,426,122	Registered
Trade mark	Packiderm	US	21	10/27/99	75/833,024	12/11/01	2,516,340	Registered
Trademark	Arctic Zone	Argentina	21	5/03/99	2217238			Registered
Trademark	Outer Circle	Australia	21	06/16/99	797441	06/16/00	797441	Registered
Trademark	Arctic Zone	Canada	30	01/24/97	083453300	06/18/98	TMA496402	Registered
Trademark	Arctic Zone	Canada	21	04/02/92	070211400	07/30/93	TMA415061	Registered
Trademark	Design (Stylized Iceberg)	Canada	21	10/13/94	076607200	11/10/95	TMA449916	Registered
Trademark	Cooler & More	Canada	21	12/18/97	086457300	11/16/98	TMA504118	Registered
Trademark	Clík!Case	Canada	16	04/02/92	070207900	08/06/93	TMA415243	Registered
Trademark	Arctic Zone	Chile	21	07/08/99	454280			Registered
Trademark	Arctic Zone	Colombia	21	04/21/99	99024060			Registered
Trademark	Arctic Zone	CTM	21	04/26/96	000240374	08/21/98	000240374	Registered
Trademark	Arctic Zone	Great Britain	21	06/05/92	1502540	11/26/93	B1502540	Registered
Trademark	Arctic Zone	Hong Kong	21	11/02/94	9412939	04/09/98	01799	Registered
Trademark	Arctic Zone	Illinois	21	N/A	N/A	04/23/96	78296	Registered
Trademark	Arctic Zone	Mexico	21	04/30/96	261382	06/12/96	523629	Registered
Trademark	Clík!Case	Mexico						Registered
Trademark	Arctic Zone	Peru	21	05/13/99	83592	09/14/99	57395	Registered
Trademark	Outer Circle	New Zealand	21	06/17/99	311212	12/20/99	311212	Registered
Trade mark	Arctic Zone	US	18	01/08/03	78/201,094	N/A	N/A	Pending
Trade mark	Arctic Zone	US	21	12/17/91	74/231,347	05/18/93	1,772,380	Registered
Trade mark	Design (Stylized Iceberg)	US	21	12/17/91	74/232,243	05/18/93	1,772,381	Registered
Trade mark	Design: (Stylized Iceberg)	US	21	01/3/97	75/224,575	06/02/98	2,162,887	Registered
Trade mark	Ice (Stylized)	US	21	07/18/97	75/327,760	N/A	N/A	Pending
Trade mark	Tuff (stylized)	US	21	09/30/98	75/562,215	N/A	N/A	Pending-Suspended
Trade mark	I.C. (Application not yet filed)	US						
Trade mark	Fresco (Application not yet filed)	US						

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>CLASSES</u>	<u>FILED</u>	<u>APPL NO.</u>	<u>REG DATE</u>	<u>REG NO.</u>	<u>STATUS</u>
Trade mark	Fusion (Application not yet filed)	US						
Trade mark	Arctic Zone	US	21	01/13/97	75/224,502	06/02/98	2,162,886	Registered
Trade mark	Mealtimes Carryall	Canada	17, 21	01/02/02	112700700	N/A	N/A	Pending
Trade mark	Lunch Bag Plus	Canada	17, 21	01/02/02	112700600	N/A	N/A	Pending
Trade mark	Dual Cool	Canada	17, 21	01/02/02	112700500	N/A	N/A	Pending
Trade mark	Arctic Zone	S. Africa	21	07/05/99	99/11886			
Trade mark	Arctic Zone	Venezuela	21	04/22/99	6789			
Trade mark	(Design) Stylized Iceberg	Canada	21	1-24-97	834532	8-27-98	499522	Registered
Trade mark	Arctic Zone	Great Britain	21	6-5-92	1502540	11-26-93	B1502540	Registered

MONARCH LUGGAGE CO. INC.

<u>CASE TYPE</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>CLASSES</u>	<u>FILED</u>	<u>APPL NO.</u>	<u>REG DATE</u>	<u>REG NO.</u>	<u>STATUS</u>
Trade mark	THE INTELLECTUAL ATTACHE	US	18	04/20/95	74/663,797	11/12/96	2,016,470	REGISTERED
Trade mark	DEHAVAN	US	18	10/13/95	75/005,277	06/24/97	2,074,448	REGISTERED
Trade mark	FASHION CLUB	US	18	12/16/1982	73/406,293	10/30/1984	1,302,613	REGISTERED
Trade mark	LUCAS & Design	US	18, 25	5/14/1982	73/364,678	72/1985	1,346,150	REGISTERED
Trade mark	MONARCH	US	18	10/5/1981	73/331,226	4/19/1983	1,235,291	REGISTERED
Trade mark	AISLE GLIDER	US	18	06/29/95	74/694,960	11/12/96	2,016,529	REGISTERED
Trade mark	ROYALTON	US	18	02/06/95	74/629,935	04/15/97	2,053,266	REGISTERED
Trade mark	STOW & GO	US	18	4/2/1997	75/268,430	9/29/1998	2,192,849	REGISTERED
Trade mark	ROYAL CRUISER	US	18	10/30/2001	76/332,190			ALLOWED
Trade mark	HEXAGON	US	18	6/10/1999	75/981,266	6/18/2002	2,583,243	REGISTERED
Trade mark	SPORTIF	US	18	11/13/2001	76/337,425	12/17/2002	2,682,633	REGISTERED
Trade mark	SPORTIF PERFORMANCE EQUIPMENT & Design	US	18	11/20/2001	76/339,945			PENDING
Trade mark	VERDI (stylized)	US	18	3/31/1977	73/121,030	7/11/1978	1,095,989	REGISTERED
Trade mark	LUCAS	Canada	18	5/22/1990	657,855	9/27/1996	463,629	REGISTERED

BRENTWOOD BAG CORP

None

BAY TRAVEL GEAR, INC.

None

PART C
Copyrights

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None.

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None.

BRENTWOOD BAG CORP.

None.

OCP ACQUISITION CORP.

None.