05-12-2003

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Form **PTO-1594**
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

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.
5-12-03

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation
Internal 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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____
Execution Date: May 7, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,642,233 2,642,232 1,564,519

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Winston & Strawn
Internal Address: Bryan Snyder, Paralegal

05/13/2003 GTON11 00000014 200052 2642233
01 FC:8521 40.00 CH
02 FC:8522 650.00 CH

Street Address: 333 S. Grand Ave., 38th Fl.
City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: ..... 27

7. Total fee (37 CFR 3.41).....$ 690 cc
☐ 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)

DO NOT USE THIS SPACE

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: 18

**Mail documents to be recorded with required cover sheet information to:**
**Commissioner of Patent & Trademarks, Box Assignments**
Washington, D.C. 20231

# PART B

## Trademarks

### OCP ACQUISITION CORP.

| CASE TYPE | TITLE | COUNTRY | CLASSES | FILED | APPL NO. | REG DATE | REG NO. | STATUS |
|---|---|---|---|---|---|---|---|---|
| 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.

| CASE TYPE | TITLE | COUNTRY | CLASSES | FILED | APPL NO. | REG DATE | REG NO. | STATUS |
|---|---|---|---|---|---|---|---|---|
| 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

ORIGINAL

# 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



TRADEMARK
REEL: 002729 FRAME: 0612

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



TRADEMARK
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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.

**[Remainder of Page Intentionally Left Blank]**



TRADEMARK
REEL: 002729 FRAME: 0614

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



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

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



TRADEMARK
REEL: 002729 FRAME: 0617

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



TRADEMARK
REEL: 002729 FRAME: 0618

# SCHEDULE I

# to

# SECOND AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT AGREEMENT

## PART A

## Patents

## OCP ACQUISITION CORP.

| CASE TYPE | TITLE | COUNTRY | SERIAL/PATENT NO.; REGISTRATION DATE | STATUS |
|---|---|---|---|---|
| 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. |

| CASE TYPE | TITLE | COUNTRY | SERIAL/PATENT NO.; REGISTRATION DATE | STATUS |
|---|---|---|---|---|
| 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. |

| CASE TYPE | TITLE | COUNTRY | SERIAL/PATENT NO.; REGISTRATION DATE | STATUS |
|---|---|---|---|---|
| Design | TUFF | US | D423,294<br>4/25/00 | Expiration Dale 4/25/14. |
| Design | CONTAINER RETAINER (TUFF) | US | D422,453<br>4/11/00 | Expiration Date 4/11/14. |
| Design | COOLER (Z-10) | US | D422,181<br>4/4/00 | Expiration Date 4/4/14. |
| Design | COOLER (Z-20) | US | D419,830<br>2/1/00 | Expiration Date 2/1/14. |
| Design | COOLER (Z-30) | US | D420,257<br>2/8/00 | Expiration Date 2/8/14. |
| Design | 2 COOL LUNCH BAG | US | D421,371<br>3/7/00 | Expiration Date 3/7/14. |
| Design | INSULATED LUNCH BOX | US | D433,885<br>11/14/00 | Expiration Date 11/21/14. |
| Design | CRASHPROOF LUNCH CARRIER | US | D434,282<br>11/28/00 | Expiration Date 11/28/14. |
| Design | CARGO LUNCH CARRIER | US | D434954<br>12/12/00 | Expiration Date 12/12/14. |
| Design | LUNCH-ALONG BAG | US | D457314<br>5/21/02 | Expiration Date 5/21/16. |
| Design | BAG | US | D455551<br>4/16/02 | Expiration Date 4/16/16. |
| Design | LUNCH ROLL-UP BAG | US | D446932<br>08/28/01 | Expiration Date 8/28/15. |
| Design | BAG | US | D458,750<br>6/18/02 | Expiration Date 6/18/16. |
| Design | BAG | US | D471361<br>3/11/03 | Expiration Date 3/11/17. |
| Design | BAG | US | D468534<br>11/14/03 | Expiration Date 1/14/17. |
| Utility | FLEXIBLE COOLER WITH REMOVABLE INSERT | US | 5,403,095<br>4/4/95 | Maintenance Fee DUE 10/4/06. |
| Utility | DISPENSING LID ASSEMBLY FOR A CONTAINER | US | 5,890,628<br>4/6/99 | Maintenance Fee DUE 10/6/02. |
| Utility | INSULATED VESSEL WITH HANDLE AND DISPENSING SPOUT | US | 5,944,224<br>8/31/99 | Maintenance Fee DUE 2/28/07. |
| Utility | CONTAINER HAVING A RIGID LINER AND A FLEXIBLE COVER | US | 5,848,734<br>12/15/98 | Maintenance Fee DUE 6/15/06. |
| Utility | INSULATED JACKET AND CONTAINER ASSEMBLY | US | 6,062,434<br>5/16/00 | Maintenance Fee DUE 11/16/03; Expiration Date 2/18/17. |
| Utility | CONTAINER COVERING (BASE) | US | 5,915,580<br>6/29/99 | Maintenance Fee DUE 12/29/06. |
| Utility | COOLER | US | 6,105,844<br>8/22/00 | Maintenance Fee DUE 2/22/04 |
| Utility | COLLAPSED COOLER | US | 6,068,402<br>5/30/00 | Maintenance Fee DUE 11/30/03.<br>Expiration Date 10/27/18. |

| CASE TYPE | TITLE | COUNTRY | SERIAL/PATENT NO.; REGISTRATION DATE | STATUS |
|---|---|---|---|---|
| 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. |

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

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

## MONARCH LUGGAGE CO. INC

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

## BRENTWOOD BAG CORP.

None.





TRADEMARK
REEL: 002729 FRAME: 0624

None.



TRADEMARK
REEL: 002729 FRAME: 0625

# PART B

## Trademarks

## OCP ACQUISITION CORP.

| CASE TYPE | TITLE | COUNTRY | CLASSES | FILED | APPL NO. | REG DATE | REG NO. | STATUS |
|---|---|---|---|---|---|---|---|---|
| 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 | Clik!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 | Clik!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.<br><br>(Application not yet filed) | US | | | | | | |
| Trade mark | Fresco<br><br>(Application not yet filed) | US | | | | | | |

| CASE TYPE | TITLE | COUNTRY | CLASSES | FILED | APPL NO. | REG DATE | REG NO. | STATUS |
|---|---|---|---|---|---|---|---|---|
| Trade mark | Fusion<br><br>(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.

| CASE TYPE | TITLE | COUNTRY | CLASSES | FILED | APPL NO. | REG DATE | REG NO. | STATUS |
|---|---|---|---|---|---|---|---|---|
| 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

## PART C

### Copyrights

**MONARCH LUGGAGE CO. INC.**

None.

**BAY TRAVEL GEAR, INC.**

None.

**BRENTWOOD BAG CORP.**

None.

**OCP ACQUISITION CORP.**

None.



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