

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.	FORMERLY Bank of America National Trust and Savings Association	07/31/2003	national banking association:

RECEIVING PARTY DATA

Name:	McGregor II, LLC
Street Address:	11200 East 45th Avenue
City:	Denver
State/Country:	COLORADO
Postal Code:	80239
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	0832567	SCOTLANA
Registration Number:	1025301	RAM JET
Registration Number:	1064501	MCGREGOR
Registration Number:	1074608	MCGREGOR
Registration Number:	1092303	MC GREGOR
Registration Number:	1244574	MCGREGOR
Registration Number:	1264324	MC GREGOR
Registration Number:	1266393	COMPETITORS
Registration Number:	1620002	MAXIMUM
Registration Number:	1630158	MCGREGOR
Registration Number:	1653010	MCGREGOR
Registration Number:	1861890	BAGPIPER
Registration Number:	1941436	MCGREGOR

CH \$390.00 0832567

Registration Number:	1958278	MCGREGOR COORDINATED SPORTSWEAR SINCE 1921
Registration Number:	2559042	DRIZZLER

CORRESPONDENCE DATA

Fax Number: (303)629-3450
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-629-3400
Email: osman.lisa@dorsey.com
Correspondent Name: Dorsey & Whitney LLP
Address Line 1: 370 Seventeenth Street, Suite 4700
Address Line 2: Lisa A. Osman, Esq.
Address Line 4: Denver, COLORADO 80202-5647

NAME OF SUBMITTER:	Lisa A. Osman
Signature:	/3463 LAO/
Date:	01/25/2005

Total Attachments: 12
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RELEASE OF SECURITY INTEREST IN TRADEMARKS
Bank of America, N.A. to McGregor II, LLC
Executed July 31, 2003

M6354/US ~ 448229

EXHIBIT A

	Mark	Registration Number	Location on Schedule A
1.	SCOTLANA	832,567	A-3
2.	RAM JET	1,025,301	A-3
3.	MCGREGOR	1,064,501	A-4
4.	MCGREGOR	1,074,608	A-4
5.	MC GREGOR	1,092,303	A-4
6.	MCGREGOR	1,244,574	A-4
7.	MC GREGOR	1,264,324	A-4
8.	COMPETITORS	1,266,393	A-4
9.	MAXIMUM	1,620,002	A-4
10.	MCGREGOR	1,630,158	A-4
11.	MCGREGOR	1,653,010	A-5
12.	BAGPIPER	1,861,890	A-5
13.	MCGREGOR (Plaid)	1,941,436	A-6
14.	MGREGOR COORDINATED SPORTSWEAR & Design	1,958,278	A-6
15.	DRIZZLER	2,559,042	A-8

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is executed as of this 31 day of July, 2003, by BANK OF AMERICA, N.A., a national banking association (formerly Bank of America National Trust and Savings Association), in its capacity as collateral agent (the "Collateral Agent") for itself and each lender party to the Credit Agreement defined below (the "Lenders").

WHEREAS, Samsonite Corporation, a Delaware corporation (the "Domestic Borrower"), the Collateral Agent, Samsonite Europe N.V. ("Samsonite Europe") and certain lenders (the "Lenders") entered into that certain Second Amended and Restated Multicurrency Revolving Credit and Term Loan Agreement dated as of June 24, 1998 (as amended through the date hereof, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, MCGREGOR II, LLC ("MCGREGOR") and the Collateral Agent entered into that certain Trademark Collateral Security and Pledge Agreement, dated as of August 7, 1998 (as may have been amended, modified, supplemented or restated from time to time, the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement and other loan documents, the Collateral Agent was granted a security interest in certain trade names, trademarks, and service marks, in any and all forms, including, but not limited to, those trade names, trademarks and service marks listed in attached Schedule A (the "Trademarks") for the benefit of itself and the Lenders.

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 1767 Frame 0130 on August 10, 1998.

WHEREAS, the Collateral Agent has received consideration for a full and complete release of the security interest in and liens in the Trademark, and now wishes to release such security interest and liens in the Trademark.

NOW THEREFORE, the Collateral Agent represents and agrees as follows:

1. The Collateral Agent hereby releases, cancels and terminates its security interest in the entire right, title and interest in and any and all liens it may have on the Trademarks and the goodwill associated with such Trademarks, symbolized by such Trademarks, and all other rights with respect to the Trademarks.
2. The Collateral Agent represents and warrants that it has not exercised any of the rights with respect to the Trademarks available to it under its security interest. The Collateral Agent represents and warrants that it has not sold, licensed, conveyed or otherwise alienated any rights in and to the Trademarks, and that it has not used or sublicensed the Trademarks.
3. The Collateral Agent agrees that hereafter it will not take any action with respect to the Trademarks.

4. The Collateral Agent shall, at MCGREGOR's expense, take all further actions, and provide to MCGREGOR, its successors, assigns or other legal representatives, all such cooperation and assistance, including, without limitation, the execution and delivery of any and all documents or other instruments reasonably requested by MCGREGOR to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

BANK OF AMERICA, N.A.,
as Collateral Agent

By: *Therese Fontaine*
Therese Fontaine
Managing Director

STATE OF _____

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§
§

COUNTY OF _____

On the _____ day of _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he or she is the _____ of Bank of America, N.A., the entity described in and which executed the foregoing instrument; and that he or she signed on behalf of said entity.

Notary Public

My commission expires:

[SEAL]

*see attached
CA all-purpose
acknowledgment
(mkt)*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On July 30, 2003, before me, Marie I. Gayed Notary Public
personally appeared Therese Fontaine

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.
Marie I. Gayed
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

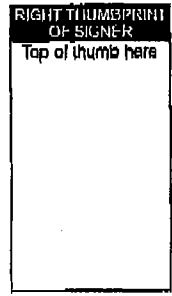
Description of Attached Document
Title or Type of Document: Release of Security Interest in Truck
Document Date: 7/30/03 Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



SCHEDULE A
TRADEMARKS--MCGREGOR II, LLC

Trademark Registrations -- U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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TRADEMARK

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SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC

Trademark Registrations - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC

Trademark Registrations -- U.S. Patent and Trademark Office

Trademark or Service Mark Registration No. Registration Date

SCOTLAND

832,567

25JUL1967

BAM JET

1,025,301

18NOV1975

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TRADEMARK

**SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC**

Trademark Registrations -- U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MCGREGOR	1,066,301	26AP1977
MCGREGOR	1,074,608	04OC1977
MCGREGOR	1,092,303	30MR1978
MCGREGOR & Saltpiper Design	1,244,574	05JL1983
MCGREGOR	1,264,324	17JA1984
COMPETITORS	1,266,393	07FE1984
MAXIMUM	1,620,002	30OC1990
MCGREGOR	1,630,158	01JA1991

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SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC

Trademark Registrations – U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
McGREGOR	1,653,010	06Apr1991

MAGXPER	1,861,890	08NOV1994
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TRADEMARK

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SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC

Trademark Registrations -- U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
McGREGOR (Plaid)	1,941,436	12/21/1995
McGREGOR COORDINATED SPORTSWEAR & Design	1,958,278	2/7/1996

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SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC

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

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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**SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC**

Trademark Applications – U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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DRIZZLER	75/278470	21AP1997
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