

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Badanco Acquisition Corp.		02/28/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Gladstone Capital Corporation, as agent
Street Address:	1616 Anderson Road, Suite 209
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1426568	BUSINESS PARTNER
Registration Number:	1247086	COUGAROO
Registration Number:	2455456	FREQUENT TRAVELER
Registration Number:	1531980	FREQUENT TRAVELER
Registration Number:	2247114	LOAD LEVELER
Registration Number:	2450932	LUGGAGEGUY
Registration Number:	1011767	PEGASUS LUGGAGE THE GREAT SHAPES FOR THE GREAT ESCAPES
Registration Number:	1562168	SHUTTLE PARTNER
Registration Number:	2224069	TRAVEL GEAR
Registration Number:	1530868	TRAVEL PARTNERS
Registration Number:	0680239	VENTURA
Registration Number:	1363373	VENTURA
Registration Number:	1552882	WIDEBODY

CH \$340.00 1426568

CORRESPONDENCE DATA

Fax Number: (650)849-7400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6508435381

Email: dsanchezbentz@cooley.com

Correspondent Name: Diana Sanchez Bentz

Address Line 1: Cooley Godward LLP, 5 Palo Alto Square

Address Line 2: 3000 El Camino Blvd.

Address Line 4: Palo Alto, CALIFORNIA 94306-2166

NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	03/02/2005

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 28, 2005 by and between **GLADSTONE CAPITAL CORPORATION**, a Maryland corporation, as Agent for the Lenders (as defined in the Credit Agreement) ("**Agent**") and **BADANCO ACQUISITION CORP.** to be renamed Badanco Enterprises, Inc. on or immediately following the date hereof (the "**Borrower**").

RECITALS

WHEREAS, Borrower and Lenders entered into a certain Credit Agreement of even date herewith (the "**Credit Agreement**") pursuant to which Lenders have agreed to provide financing for a portion of the Acquisition (as defined in the Credit Agreement), such investment to be evidenced by Borrower's issuance to Lenders of certain Notes in the aggregate principal amount of Twenty-Five Million Five Hundred Thousand Dollars (\$25,500,000) (the "**Notes**"). As a condition of the loans, Lenders required that Borrower grant to Agent, for the ratable benefit of Lenders a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrower has granted to Agent a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Borrower grants and pledges to Agent a security interest in all of Borrower's right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the

rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

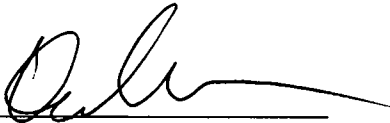
Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection with which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Borrower hereby acknowledges and agrees that Agent may, from time to time and without notice to Borrower, amend Exhibits A, B and C hereto to reflect changes in the Borrower's right, title and interest in, to and under any copyrights, patents and trademarks; *provided* that Borrower acknowledges and agrees that Borrower's failure to so amend such Exhibits shall not limit or impair Agent's security interest in any Intellectual Property of Borrower.

This Intellectual Property Security Agreement is subject to the terms of that certain Intercreditor Agreement dated of even date herewith, by and among Agent, Lenders and CIT Group/Commercial Services, Inc. (the "**Intercreditor Agreement**"). In the event of any conflict between the terms in this Agreement and the Intercreditor Agreement, the terms of Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BADANCO ACQUISITION CORP., as
Borrower

By: 
Name: Eric Menke
Title: President, Treasurer and Secretary

GLADSTONE CAPITAL CORPORATION,
as Agent

By: _____
Name: Joseph Bute
Title: Managing Director

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BADANCO ACQUISITION CORP., as
Borrower

By: _____
Name: Eric Menke
Title: President, Treasurer and Secretary

GLADSTONE CAPITAL CORPORATION,
as Agent

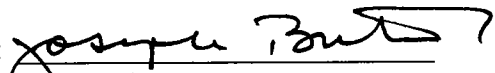
By: 
Name: Joseph Bute
Title: Managing Director

EXHIBIT A
COPYRIGHTS

Title/Description	Registration No.	Date of Registration	Assignment Information/ Comments
NONE			

EXHIBIT B**PATENTS**

TITLE	REGISTRATION/ APPLICATION/ PUBLICATION NUMBER	REGISTRATION/ PUBLICATION/ APPLICATION DATE	OWNER
UPRIGHT TRUNK	D498361	11/16/2004	Mounir Badaan
RECTANGULAR TRAIN CASE	D498051	11/09/2004	Mounir Badaan
LUGGAGE WITH HANDLE	D352170	11/08/1994	Badanco Enterprises
LUGGAGE CASE	D312728	12/11/1990	Badanco Enterprises
INTERIOR PANEL FOR AN ATTACHÉ CASE LID OR SIMILAR ARTICLE	D294196	02/16/1988	Badanco Enterprises
LUGGAGE LOCK	D291653	09/01/1987	Badanco Enterprises
ATTACHÉ CASE OR SIMILAR ARTICLE	D291624	09/01/1987	Badanco Enterprises
VERTICAL UPRIGHT ZIPPERED TRUNK	20040188205 10395332	09/30/2004 03/24/2003	Mounir Badaan

EXHIBIT C**U.S. TRADEMARKS**

TITLE	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
BUSINESS PARTNER	1426568	01/27/1987
COUGAROO	1247086	08/02/1983
FREQUENT TRAVELER	2455456	05/29/2001
FREQUENT TRAVELER	1531980	03/28/1989
LOAD LEVELER	2247114	05/25/1999
LUGGAGE GUY	2450932	05/21/2001
PEGASUS	1011767	05/27/1975
SHUTTLE PARTNER	1562168	10/24/1989
TRAVEL GEAR	2224069	02/16/1999
TRAVEL PARTNERS	1530868	03/21/1989
VENTURA	0680239	06/16/1959
VENTURA	1363373	10/01/1985
WIDEBODY	1552882	08/22/1989

FOREIGN MARKS

TITLE	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
VENTURA	149716 Canada	03/17/1967
VENTURA	1393266 France	02/09/1987
VENTURA	479578 Italy	05/08/1987