

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Badanco Enterprises, Inc.		02/28/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Badanco Acquisition Corp.
Street Address:	One Market Street, Suite 2675
Internal Address:	Attention: Eric Menke
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: DELAWARE

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

OP \$340.00 1426568

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CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 7145401235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Patricia A. Conner
Signature:	/Patricia A. Conner/
Date:	03/04/2005

Total Attachments: 6

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PROPRIETARY RIGHTS ASSIGNMENT

This PROPRIETARY RIGHTS ASSIGNMENT (this "Assignment") is made as of February 28, 2005 by and between Badanco Enterprises, Inc., a Delaware corporation ("Assignor"), and Badanco Acquisition Corp., a Delaware corporation ("Assignee").

RECITALS

A. Assignee and Assignor have entered into an Asset Purchase Agreement dated February 28, 2005 Agreement.

B. Assignor possesses certain "Proprietary Rights," as defined in the Asset Purchase Agreement, including those Proprietary Rights which Assignor has acquired from Mounir Badaan, an individual, pursuant to a Patent Assignment dated February 28, 2005 (the "Patent Assignment").

C. Pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Proprietary Rights, including those Proprietary Rights which Assignor acquires pursuant to the Patent Assignment.

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Proprietary Rights, including, but not limited, to those Proprietary Rights which it acquires from Mounir Badaan pursuant to the Patent Assignment, those Proprietary Rights to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, and all claims for damages and other remedies for past infringements or breaches of the Proprietary Rights, along with the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national copyright, patent, or trademark offices.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

Badanco Enterprises, Inc. ("ASSIGNOR")

By: [Signature]
Name: Mounir Badaan
Title: President and Chief Executive Officer

State of NJ

County of Passaic

On this 23rd day of February, 2005, before me, the undersigned Notary Public, personally appeared Mounir Badaan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

Seal:

Signature: [Signature]

Name: _____, Notary Public

ANNAMAE L. TARDY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires Feb 26, 2006

[Signature Page to Proprietary Rights Agreement]

SCHEDULE 4.18(b)

Proprietary Rights

(i) Owned Proprietary Rights:

Patents:

Owner	Patent No/ Application No.	Title	Issue Date*	Country
Mounir Badaan	D498,361	Upright trunk	11/16/04	United States
Mounir Badaan	D498,051	Rectangular train case	11/09/04	United States
Mounir Badaan	10/395,332	Vertical upright zippered trunk	03/24/03*	United States
Badanco Enterprises, Inc.	D352,170	Luggage with handle	11/08/94	United States
Badanco Enterprises, Inc.	D312,728	Luggage Case	12/11/90	United States
Badanco Enterprises, Inc.	D294,196	Interior panel for an attache case lid or similar article	2/16/88	United States
Badanco Enterprises, Inc.	D291,653	Luggage lock	09/01/87	United States
Badanco Enterprises, Inc.	D291,624	Attache case or similar article	09/01/87	United States

* Filing date if unissued patent application

Registered Marks:

Owner	Mark	Country	Status/Reg. No or Serial no.
Badanco Enterprises, Inc.	ANDRE NICOLE	United States	Cancelled/1711717
Badanco Enterprises, Inc.	BUSINESS PARTNER	United States	1426568
Badanco Enterprises, Inc.	COUGAROO	United States	1247086
Badanco Enterprises, Inc.	FREQUENT TRAVELER	United States	2455456
Badanco Enterprises, Inc.	FREQUENT TRAVELER	United States	1531980
Badanco Enterprises, Inc.	GIORGIO PARNUCCI	United States	Cancelled/1670345
Badanco Enterprises, Inc.	HENRY ROSENFELD LUGGAGE	United States	Cancelled/1850700

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ASSET PURCHASE AGREEMENT AMONG
BADANCO ENTERPRISES, INC., MOUNIR BADAAN AND BADANCO ACQUISITION CORP.
FEBRUARY 28, 2005

Badanco Enterprises, Inc.	LOAD LEVELER	United States	2247114
Badanco Enterprises, Inc.	LOAD LEVELER	United States	Abandoned/75316182
Badanco Enterprises, Inc.	LUGGAGE GUY	United States	2450932
Badanco Enterprises, Inc.	MOVEASY	United States	Abandoned/74429592
Badanco Enterprises, Inc.	OFFICE-ON-THE-GO	United States	Abandoned/74631749
Badanco Enterprises, Inc.	PEGASUS	United States	1011767
Badanco Enterprises, Inc.	PEGASUS	Canada	Expunged/304610
Badanco Enterprises, Inc.	SHUTTLE PARTNER	United States	1562168
Badanco Enterprises, Inc.	SPACEGEAR	United States	Abandoned/76324113
Badanco Enterprises, Inc.	SPACEGEAR	United States	Abandoned/76324112
Badanco Enterprises, Inc.	TOP CONTROL	United States	Abandoned/74694962
Badanco Enterprises, Inc.	TRAVEL GEAR	United States	2224069
Badanco Enterprises, Inc.	TRAVEL GEAR	United States	Abandoned/75207634
Badanco Enterprises, Inc.	TRAVEL PARTNERS	United States	1530868
Badanco Enterprises, Inc.	VENTURA	United States	680239
Badanco Enterprises, Inc.	VENTURA	United States	1363373
Badanco Enterprises, Inc.	VENTURA	Canada	149716
Badanco Enterprises, Inc.	VENTURA	France	1,393,266
Badanco Enterprises, Inc.	VENTURA	Germany	Cancelled/1,109,643
Badanco Enterprises, Inc.	VENTURA	Italy	479,578
Badanco Enterprises, Inc.	WIDEBODY	United States	1552882

Unregistered Marks:

1. Badanco.
2. Badanco Enterprises.
3. LuggageGuy.com.

(ii) Licensed Proprietary Rights:

1. License to use the trademark "CHAPS," pursuant to the License Agreement, dated as of August 18, 2004, between PRL USA, Inc. and The Polo/Lauren Company, L.P. and Seller.
2. License to use the marks "DIANE VON FURSTENBERG" and "DVF," pursuant to the License Agreement, dated as of March 2, 1995 as amended on April 15, 2002, and March 13, 2003, between Seller and Diane von Furstenberg Studio L.P.
3. License to use the trademarks "LIZ CLAIBORNE" AND "CLAIBORNE," pursuant to the License Agreement, dated as of April 23, 2004, between L.C. Licensing, Inc. and Seller.

4. License to use the trademark "PIERRE CARDIN," pursuant to the License Agreement, dated as of February 12, 2004, between Seller and S.A.R.L. de Gestion Pierre Cardin for products sold in Canada and the License Agreement, dated as of February 12, 2004, between Seller and S.A.R.L. de Gestion Pierre Cardin for products sold in the United States.
5. Sublicense to manufacture and distribute products bearing the trademarks "POLO SPORT" and "POLO BY RALPH LAUREN," dated as of July 14, 2004, between Seller and Wathne Imports, Ltd.
6. License to use patents covered by, related to, and issued from U.S. Patent No. 5,630,521 and U.S. Patent Application Serial No. 08/813,480, pursuant to the Agreement, effective as of May 7, 1998, between Seller and Samsonite Corporation.
7. License to use the software products covered by the following:
 - (1) AT&T Master Agreement, dated as of July 22, 2004, between Seller and AT&T Corp.
 - (2) Customer License Agreement, dated as of August 8, 1996, between Seller and Software Solutions, Inc., assigned to Infor Global Solutions, Inc. as licensor.
 - (3) SmartBOL Enterprise License Agreement, dated as of October 6, 2004, between Seller and ADi Data International Inc.
 - (4) Software License Agreement, dated as of December 22, 2003, between Seller and EXTOL International, Inc.
 - (5) Software License Agreement, dated as of September 27, 2004, between Seller and ecVision, Inc.
 - (6) Xpress B2B Services Agreement, dated as of July 23, 2003, between Seller and ecVision, Inc.
 - (7) Software License Agreement — Xpress Chain for Suppliers, dated as of July 23, 2003, between Seller and ecVision, Inc.
 - (8) Software License Agreement, dated as of April 29, 2004, between Seller and GO Software, Inc.
 - (9) Software Maintenance and Support Agreement, dated as of October 31, 2002, between Seller and IPNet Solutions, Inc.

- (10) Software License Agreement, dated as of January 26, 2000, between Seller and ROI Corporation, assigned to GO Software, Inc. as licensor.
- (11) License Agreement for Software and Software Maintenance Agreement, dated as of November 30, 1997, between Seller and Varsity Logistics, Inc.
- (12) Software License Agreement, dated as of December 23, 2003, between Seller and Vormittag Associates, Inc.
- (13) Customer Software License Agreement, dated as of May 14, 2004, between Seller and New Generation Software, Inc.
- (14) Software License Agreement, dated as of March 26, 1999, between Seller and Harbinger Corp.

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ASSET PURCHASE AGREEMENT AMONG
BADANCO ENTERPRISES, INC., MOUNIR BADAAN AND BADANCO ACQUISITION CORP.
FEBRUARY 28, 2005

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RECORDED: 03/04/2005

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