

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tumi, Inc.		11/17/2004	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	The Royal Bank of Scotland PLC, as Security Trustee
Street Address:	135 Bishopsgate
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 3UR
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	78475784	TUMI
Serial Number:	78475770	TUMI
Serial Number:	78400091	T
Serial Number:	78400089	T
Serial Number:	78218555	TUMI
Registration Number:	2884996	TUMI
Registration Number:	2588479	TUMI
Serial Number:	76228997	METRO XP
Registration Number:	2767432	DURATWILL
Registration Number:	2689238	SECURE-SLIDE
Registration Number:	2664290	OMEGA CLOSURE SYSTEM
Registration Number:	2805311	T-TECH
Registration Number:	2546779	X-TECH
Registration Number:	2691486	FOLD-A-WAY

CH \$740.00 78475784

Serial Number:	76178702	TUMI
Serial Number:	76178701	TUMI
Registration Number:	2530774	DESIGN IN MOTION
Registration Number:	2762194	EMELINE
Serial Number:	76024120	TUMI
Registration Number:	2879801	METRO XP
Registration Number:	2433971	TUMI TRACER
Registration Number:	2433970	TUMI TRACER
Registration Number:	2201151	BRIEF PACK
Registration Number:	2186760	THE SAFE CASE
Registration Number:	2179161	DAKOTA METRO
Registration Number:	1924628	WHEEL-A-WAY
Registration Number:	1775215	DAKOTA
Registration Number:	1689565	EXCELLENCE BY DESIGN
Registration Number:	1356646	TUMI

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-878-8000
Email: trademark.group@cliffordchance.com
Correspondent Name: Melissa Schrader
Address Line 1: 31 West 52nd Street
Address Line 4: New York, NEW YORK 10019-6131

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Melissa Schrader
Signature:	/Melissa Schrader/
Date:	03/22/2005

Total Attachments: 5
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SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, Tumi, Inc., a New Jersey corporation (herein referred to as "**Grantor**"), having an address at 1001 Durham Avenue, South Plainfield, NJ 07080, owns the trademarks and service marks listed on the annexed Schedule 1-A, which trademarks and service marks are registered or pending in the United States Patent and Trademark Office; and

WHEREAS, Grantor has entered into a Security Agreement dated as of the date hereof, among Tumi, Inc. and the Royal Bank of Scotland PLC, as Security Trustee (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**"). Terms defined therein and not otherwise defined herein are used herein as therein defined; and

WHEREAS, pursuant to the Security Agreement, to secure the payment or performance in full of the Secured Liabilities, Grantor is granting to Security Trustee a security interest in and mortgage on and pledges and assigns to Security Trustee, its successors and permitted assigns the (i) Trademarks owned by the Grantor and included in the Material Intellectual Property, including but not limited to, the Trademarks which are the subject of the registrations and applications on Schedule 1-A, (ii) all goodwill associated therewith or symbolized by the Trademarks; and (iii) Trademark Licenses included in the Material Intellectual Property in each case wherever located, whether now owned or hereafter acquired or arising; and all proceeds and products thereof (collectively, the "**Trademark Collateral**").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby confirm, and put on the public record, its grant to Security Trustee of a security interest in, mortgage on, and pledge and assignment of the Trademark Collateral to secure the payment and performance in full of the Secured Liabilities.

Notwithstanding anything to the contrary implied herein or in the Security Agreement, Trademark applications filed in the U.S. Patent and Trademark Office on the basis of the Grantor's intent to use such Trademarks are excluded from the security interest in, mortgage on, and pledge and assignment set forth herein and in the Security Agreement, unless and until such Trademarks are put into use by Grantor and evidence of such use is filed in the U.S. Patent and Trademark Office by means of an Amendment to Allege Use or a Statement of Use.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Security Trustee with respect to the grant of, security interest in, mortgage on, and pledge and assignment of Trademark Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Trustee, a corporation incorporated under the laws of Scotland, is located at: 135 Bishopsgate, London, EC2M 3UR, England.

IN WITNESS WHEREOF, Grantor has duly executed or caused this Supplement to Security Agreement (Trademarks) to be duly executed as of November 17, 2004.

TUMI, INC.

By:


Name: *Harry Green*

Title: *Vice President*

TRADEMARK

REEL: 003050 FRAME: 0465

STATE OF New York)
)
COUNTY OF New York) ss:

On November 17, 2004, before me, the undersigned, a notary public in and for said state and county, personally appeared Harry Green, the person who executed the within instrument on behalf of Tumi, Inc., and acknowledged to me his authority to execute the within instrument on their behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

MARK MACCARTHY
NOTARY PUBLIC, State of New York
No. 019AA811881
Qualified in New York County
Commission Expires Aug. 30, 2008


Notary Public

My Commission Expires:

August 30, 2008

**SCHEDULE A to the SUPPLEMENT TO SECURITY AGREEMENT
TRADEMARKS**

U.S. Trademarks	Application or Registration Date	Application Serial No. or Registration No.
TUMI (Block Letters)	Aug 30, 2004	78/475,784
TUMI (Block Letters)	Aug 30, 2004	78/475,770
T (and Design)	Apr 12, 2004	78/400,091
T (and Design)	Apr 12, 2004	78/400,089
TUMI (Stylized)	Feb 25, 2003	78/218,555
TUMI	Sep 14, 2004	2,884,996
TUMI	Jul 2, 2002	2,588,479
METRO XP	Mar 22, 2001	76/228,997
DURATWILL	Sep 23, 2003	2,767,432
SECURE SLIDE	Feb 18, 2003	2,689,238
OMEGA CLOSURE SYSTEM	Dec 17, 2002	2,664,290
T-TECH	Jan 13, 2004	2,805,311
X-TECH	Mar 12, 2002	2,546,779
FOLD-A-WAY	Feb 25, 2003	2,691,486
TUMI	Dec 11, 2000	76/178,702
TUMI	Dec 11, 2000	76/178,701
DESIGN IN MOTION	Jan 15, 2002	2,530,774
EMELINE	Sep 9, 2003	2,762,194
TUMI	Apr 12, 2000	76/024,120
METRO XP	Aug 31, 2004	2,879,801
TUMI TRACER	Mar 6, 2001	2,433,971
TUMI TRACER	Mar 6, 2001	2,433,970

U.S. Trademarks	Application or Registration Date	Application Serial No. or Registration No.
BRIEF PACK	Nov 3, 1998	2,201,151
THE SAFE CASE	Sep 1, 1998	2,186,760
DAKOTA METRO	Aug 4, 1998	2,179,161
WHEEL-A-WAY	Oct 3, 1995	1,924,628
DAKOTA	Jun 8, 1993	1,775,215
EXCELLENCE BY DESIGN	May 26, 1992	1,689,565
TUMI	Aug 27, 1985	1,356,646