

10-12-2005

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

(Rev. 10-02)

Patent and Trademark Office

To the Honorable Commissioner of Patent

103098659

... original documents or copy thereof.

1. Name of conveying party(ies):

TravelPro International Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-Delaware
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: March 4, 2005

2. Name and address of receiving party(ies):

Name: Canadian Imperial Bank of Commerce

Internal Address: \_\_\_\_\_

Street Address: Commerce Court West, 3<sup>rd</sup> Floor

City: Toronto State: Ontario ZIP: M5L 1A2

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation- Canada
- 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) and address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,480,814	1,587,822
1,706,770	2,084,849
2,283,929	2,654,691
2,840,779	2,893,896
2,896,708	2,829,620

Additional Numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David L. Principe

Hodgson Russ LLP

Internal Address: Suite 2000

Street Address: One M&T Plaza

City: Buffalo State: NY ZIP: 14203-2391

6. Total number of applications and registrations involved: /10/

7. Total fee (37 CFR 3.41)..... \$265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 08-2442

(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.*

David L. Principe  
Name of Person Signing

Signature

October 4, 2005  
Date

Total number of pages including cover sheet, attachments and document:

10/07/2005 DBYRME 00000032 2480814

5

01 FC:8521 40.00 0P  
02 FC:8522 25.00 0P

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

**THIS AGREEMENT (TRADEMARK)** (this "Agreement"), dated as of March 4, 2005, between TRAVELPRO INTERNATIONAL INC. a merged corporation existing under the laws of Delaware (the "Grantor"), and CANADIAN IMPERIAL BANK OF COMMERCE, as agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Agent"), whose address is Commerce Court West, 3rd floor, Toronto, Ontario M5L 1A2, for the benefit of the Agent and each of the Lenders (the Agent and the Lenders being referred to collectively as the "Secured Parties" and individually as a "Secured Party");

### WITNESSETH:

**WHEREAS** the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments, supplements, restatements, replacements and other modifications, if any, from time to time made thereto, the "Security Agreement");

**AND WHEREAS** the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations; and

**AND WHEREAS** the Grantor has duly authorized by all necessary corporate and other action on the part of the Grantor the execution, delivery and performance of this Agreement;

**NOW THEREFORE** for good and valuable consideration the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of each of the Secured Parties, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all Obligations, the Grantor does hereby mortgage, pledge, hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and for the benefit of each Secured Party, all of the Grantor's right, title and interest in and to the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing (provided, however, the Trademark Collateral shall not include (a) any licenses, leases, contract rights or Trademark Collateral as to which the grant of a security interest or exercise by Lender Parties of remedies with respect thereto would constitute a violation or breach of a valid and enforceable restriction or prohibition (the "Restricted Assets") unless and until any required consents shall have been obtained, and until such time as such consents have been obtained, the Restricted Assets shall be held in trust by the Grantor for the benefit of the Lender Parties):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, and designs, now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications therefor, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark

*Trademark Security Agreement of Mergerco*

*McCarthy Tétrault LLP TDO-CORP #7109861 v. 1*

**TRADEMARK**  
**REEL: 003233 FRAME: 0227**

Office, the Canadian Trademarks Office or in any office or agency of any State, Canada or any Province thereof or any equivalent office in any foreign country, including those referred to in Item A of Attachment 1 hereto, and all reissues, extensions or renewals thereof (all of the foregoing items in this clause (a) being collectively called a "Trademark");

- (b) all Trademark licenses and other agreements providing the Grantor with the right to use any items described in clause (a), including each Trademark license referred to in Item B of Attachment 1 hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.


3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the Canadian Trademark Office and the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of each of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon indefeasible payment in full of all Obligations, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**IN WITNESS WHEREOF** the Grantor hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized.

**TRAVELPRO INTERNATIONAL INC.**

Per:   
Name: Melinda Earley  
Title: Chief Financial Officer, Vice President  
and Secretary  
Address: 700 Banyan Trail  
Boca Raton, Florida 33431  
Attention: Melinda Earley  
Facsimile No.: (861) 241-7747

**Attachment 1**

**Item A**

<b><u>Mark</u></b>		<b><u>Trademark No.</u></b>	<b><u>Registration Date</u></b>
Travel Like a Pro	United States Registered Trademark	#2,480,814	8/21/2001
Travelpro	United States Registered Trademark	#1,587,822	3/20/1990
Rollaboard	United States Registered Trademark	#1,706,770	8/11/1992
Platinum	United States Registered Trademark	#2,084,849	7/29/1997
WalkAbout	United States Registered Trademark	#2,283,929	10/5/1999
FlightPro	United States Registered Trademark	#2,654,691	6/25/1999
Pro Grip	United States Registered Trademark	#2,840,779	5/4/2004
TPro	United States Registered Trademark	#2,893,896	10/12/2004
Travelpro USA and design	United States Registered Trademark	#2,896,708	10/26/2004
Travelpro and design	United States Registered Trademark	#2,829,620	4/6/2004

**Item B**

Nil.

*Trademark Security Agreement of Mergerco*

*McCarthy Tétrault LLP TDO-CORP #7109861 v. 1*