

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 |
|-------------------------------|----------|----------------|-------------------------------------|
| Badanco Enterprises, Inc. | | 01/24/2007 | CORPORATION: DELAWARE |
| Badanco Parent Company, Inc. | | 01/24/2007 | CORPORATION: DELAWARE |
| Badanco Acquisition Sub, Inc. | | 01/24/2007 | CORPORATION: DELAWARE |
| Badanco Acquisition LLC | | 01/24/2007 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | Gladstone Capital Corporation, As Agent |
| Street Address: | 1521 Westbranch Drive |
| City: | McLean |
| State/Country: | VIRGINIA |
| Postal Code: | 22102 |
| Entity Type: | CORPORATION: MARYLAND |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 1426568 | BUSINESS PARTNER |
| Registration Number: | 2455456 | FREQUENT TRAVELER |
| Registration Number: | 1531980 | FREQUENT TRAVELER |
| Registration Number: | 2450932 | LUGGAGEGUY |
| Registration Number: | 1011767 | PEGASUS LUGGAGE THE GREAT SHAPES FOR THE GREAT ESCAPES |
| Registration Number: | 2224069 | TRAVEL GEAR |
| Registration Number: | 1530868 | TRAVEL PARTNERS |
| Registration Number: | 680239 | VENTURA |
| Registration Number: | 1363373 | VENTURA |

CORRESPONDENCE DATA

900069636

**TRADEMARK
 REEL: 003483 FRAME: 0295**

CH \$240.00 1426568

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

| | |
|-------------------------|----------------------------|
| ATTORNEY DOCKET NUMBER: | 7010802 TM 4 |
| NAME OF SUBMITTER: | Christopher E. Kondracki |
| Signature: | /Christopher E. Kondracki/ |
| Date: | 02/18/2007 |

Total Attachments: 7
source=Gladstone#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 24, 2007 by and among GLADSTONE CAPITAL CORPORATION, a Maryland corporation, as Agent for the Lenders (as defined in the Credit Agreement) ("Agent") and BADANCO ENTERPRISES, INC., a Delaware corporation ("Badanco"), BADANCO PARENT COMPANY, INC., a Delaware corporation ("Parent"), BADANCO ACQUISITION SUB, INC., a Delaware corporation ("Badanco Acquisition"), and BADANCO ACQUISITION LLC, a Delaware limited liability company ("Badanco LLC"; each of Badanco, Parent, Badanco Acquisition and Badanco LLC, a "Borrower" and collectively, the "Borrowers").

RECITALS

WHEREAS, Borrowers, Agent 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) and other general corporate needs, such investment to be evidenced by Borrowers' issuance to Lenders of certain Notes in the aggregate principal amount of Seventeen Million Five Hundred Thousand Dollars (\$17,500,000) (the "Notes"). As a condition of the Loan, Lenders required that Borrowers grant to Agent, for the ratable benefit of Lenders security interests 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), Borrowers have granted to Agent a security interest in all of Borrowers' rights, title and interests, 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, Borrowers hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure the Obligations, each Borrower grants and pledges to Agent a security interest in all of such 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 interests granted herein are granted in conjunction with the security interests granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interests 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.


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

Borrowers hereby acknowledge and agree that Agent may, from time to time and without notice to Borrowers, amend Exhibits A, B and C hereto to reflect changes in the Borrowers' rights, title and interests in, to and under any copyrights, patents and trademarks; *provided* that Borrowers acknowledge and agree that Agent's failure to so amend such Exhibits shall not limit or impair Agent's security interest in any Intellectual Property of any 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 CapitalSource Finance LLC (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 LLC


By: 
Name: John V. Hastings
Title: Vice President, Secretary and Treasurer

BADANCO ACQUISITION SUB., INC.

By: 
Name: John J. Hastings
Title: Vice President, Secretary and Treasurer


Effective immediately following the Acquisition:

BADANCO PARENT COMPANY

By: 
Name: John J. Hastings
Title: Vice President, Secretary and Treasurer

Effective immediately following the Acquisition:

BADANCO ENTERPRISES, INC.

By: 
Name: John J. Hastings
Title: Executive Vice President, Secretary and Treasurer

**GLADSTONE CAPITAL CORPORATION,
as Agent**

By: _____
Name: Joseph Bute
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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 LLC

By: _____
Name: John J. Hastings
Title: Vice President, Secretary and Treasurer

BADANCO ACQUISITION SUB., INC.

By: _____
Name: John J. Hastings
Title: Vice President, Secretary and Treasurer

Effective immediately following the Acquisition:

BADANCO PARENT COMPANY

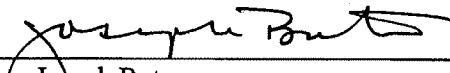
By: _____
Name: John J. Hastings
Title: Vice President, Secretary and Treasurer

Effective immediately following the Acquisition:

BADANCO ENTERPRISES, INC.

By: _____
Name: John J. Hastings
Title: Executive Vice President, Secretary and Treasurer

GLADSTONE CAPITAL CORPORATION,
as Agent

By: 
Name: Joseph Bute
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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 | 29/178271 | 11/16/2004 | Badanco Enterprises, Inc. |
| Rectangular Train Case | 29/178281 | 11/9/2004 | Badanco Enterprises, Inc. |
| Vertical Upright zippered trunk | 10/395,332 | 3/24/2003* | Badanco Enterprises, Inc. |
| Luggage with handle | D352,170 | 11/8/1994 | Badanco Enterprises, Inc. |
| Luggage case | D312,728 | 12/11/1990 | Badanco Enterprises, Inc. |
| Interior panel for an attache case lid or similar article | D294,196 | 2/16/1988 | Badanco Enterprises, Inc. |
| Luggage lock | D291,653 | 9/1/1987 | Badanco Enterprises, Inc. |
| Attache case or similar article | D291,624 | 9/1/1987 | Badanco Enterprises, Inc. |

*Filing date if unissued patent application.

EXHIBIT C
TRADEMARKS

Registered Marks:

| Owner | Marks | Country | Status/ Reg. No. or Serial no. |
|---------------------------|-------------------|---------------|-----------------------------------|
| Badanco Enterprises, Inc. | BUSINESS PARTNER | United States | 1426568 |
| Badanco Enterprises, Inc. | FREQUENT TRAVELER | United States | 2455456 |
| Badanco Enterprises, Inc. | FREQUENT TRAVELER | United States | 1531980 |
| Badanco Enterprises, Inc. | LUGGAGE GUY | United States | 2450932 |
| Badanco Enterprises, Inc. | PEGASUS | United States | 1011767 |
| Badanco Enterprises, Inc. | TRAVEL GEAR | United States | 2224069 |
| 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 |

Unregistered Marks:

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

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527226-3