

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TUMI, INC.		03/01/2007	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	THE ROYAL BANK OF SCOTLAND PLC
Street Address:	36 St. Andrew Square
City:	Edinburgh
State/Country:	UNITED KINGDOM
Postal Code:	EH2 2YB
Entity Type:	a public limited company:

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2201151	BRIEF PACK
Registration Number:	1775215	DAKOTA
Registration Number:	2179161	DAKOTA METRO
Registration Number:	2530774	DESIGN IN MOTION
Serial Number:	76659678	
Registration Number:	2767432	DURATWILL
Registration Number:	2762194	EMELINE
Registration Number:	1689565	EXCELLENCE BY DESIGN
Registration Number:	2691486	FOLD-A-WAY
Serial Number:	78563840	FXT
Registration Number:	2879801	METRO XP
Registration Number:	2664290	OMEGA CLOSURE SYSTEM
Registration Number:	2689238	SECURE-SLIDE

OP \$665.00 2201151

Registration Number:	2186760	THE SAFE CASE
Registration Number:	2805311	T-TECH
Serial Number:	78962824	TUMI
Serial Number:	78620384	TUMI
Registration Number:	2998914	TUMI
Registration Number:	2884996	TUMI
Registration Number:	2588479	TUMI
Registration Number:	2925555	TUMI
Registration Number:	2919221	TUMI
Registration Number:	2433971	TUMI TRACER
Registration Number:	2433970	TUMI TRACER
Registration Number:	1924628	WHEEL-A-WAY
Registration Number:	2546779	X-TECH

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038264-0098

DOMESTIC REPRESENTATIVE

Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: Kristin J. Azcona

Signature: /kristinazcona/

Date: 03/12/2007

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 1, 2007 is entered into by TUMI, INC., a New Jersey corporation, located at 1001 Durham Avenue, South Plainfield, New Jersey 07080 ("Assignor") and THE ROYAL BANK OF SCOTLAND PLC, a public limited company, acting through its New York agency, located at 101 Park Avenue, New York, New York 10178 ("Assignee") in its capacity as collateral agent on behalf of the Secured Parties.

Capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in that certain Pledge and Security Agreement, dated as of March 1, 2007 (the "Security Agreement"), among Assignor, each other Grantor, and Assignee.

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of March 1, 2007 (as it may be amended, supplemented, restated or otherwise modified, the "Credit Agreement"), by and among Assignor, TUMI STORES, INC., CERTAIN SUBSIDIARIES OF Assignor, as Guarantors, the Lenders party thereto from time to time, RBS SECURITIES CORPORATION, as Sole Lead Arranger and Sole Book Runner, CITIBANK, N.A. and WACHOVIA BANK NATIONAL ASSOCIATION, as Co-Syndication Agents, Assignee, as Administrative Agent and Collateral Agent, and SOVEREIGN BANK, as Documentation Agent.

WHEREAS, subject to the terms and conditions of the Credit Agreement, Assignor and certain other Grantors may enter into one or more Hedge Agreements with one or more Lender Counterparties;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, Assignor and each other Grantor has agreed to secure its Obligations under the Loan Documents and the Hedge Agreements as set forth in the Security Agreement and this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Section 1.01 Grant of Security Interests.

(a) Assignor hereby grants to Assignee for its benefit and the benefit of the Secured Parties a security interest and continuing lien on all of Assignor's right, title and interest in, to and under the Trademark Collateral.

(b) "Trademark Collateral" shall mean the following:

(i) all of the following that are owned by Assignor: United States or state trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule A (as such schedule may be amended or supplemented from time to time), all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including, without limitation, royalties, income, payments, damage awards and proceeds of suit (collectively the "Trademarks").

(ii) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(iii) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

Section 1.02 Certain Limited Exclusions

Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 1.01 hereof attach to or the term "Trademark Collateral" include (a) any Trademark if and for so long as the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of Assignor (or any other Grantor) therein or (B) a breach or termination pursuant to the terms of, or a default under, any such Trademark (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, termination, derogation, cancellation or unenforceability shall be remedied and to the extent severable, shall attach immediately without further action to any portion of such Trademark that does not result in any of the consequences specified in clause (A) or (B) above; or (c) any intent-to-use Trademark applications to the extent that, and solely during the period which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law (all such property excluded from the definition of "Trademark Collateral" under this Section 1.02 shall be referred to as "Excluded Property"). Notwithstanding anything contained herein to the contrary, Assignor shall not be required to take any actions with respect to the Excluded Property.

Section 2.01 Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Assignee pursuant to the Security Agreement and Assignor hereby acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 3.01 Modification of Agreement.

This Trademark Security Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Secured Parties may modify this Agreement, after obtaining Assignor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Assignor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Assignor no longer has or claims any right, title or interest.

Section 4.01 Governing Law.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL

BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAWS).

Section 5.01 Successors and Assigns.

This Trademark Security Agreement shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns. Assignor shall not, without the prior written consent of Assignee given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

Section 6.01 Counterparts.

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

Section 7.01 Termination

This Trademark Security Agreement will terminate upon the termination of the Security Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

ASSIGNOR:

TUMI, INC.

By: Michael J. Hardy
Name: SVP & CFO
Title: SVP & CFO

THE ROYAL BANK OF SCOTLAND PLC,
as the Collateral Agent

By: _____

Name: *Geoff Manna*

Title: *Managing Director*

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND PENDING TRADEMARK APPLICATIONS

TRADEMARKS

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
United States	BRIEF PACK	2,201,151	November 3, 1998	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	DAKOTA	1,775,215	June 8, 1993	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	DAKOTA METRO	2,179,161	August 4, 1998	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	DESIGN IN MOTION	2,530,774	January 15, 2002	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	DESIGN ONLY	(76-659,678)	(May 8, 2006)	Tumi, Inc.	Pending
United States	DURATWILL	2,767,432	September 23, 2003	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	EMELINE	2,762,194	September 9, 2003	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	EXCELLENCE BY DESIGN	1,689,565	May 26, 1992	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	FOLD-A-WAY	2,691,486	February 25, 2003	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	FXT	(78-563,840)	(February 9, 2005)	Tumi, Inc.	Pending
United States	FXT BALLISTIC NYLON	(78-555,587)	(January 28, 2005)	Tumi, Inc.	Pending
United States	METRO XP	(76-228,997)	(March 22, 2001)	Tumi, Inc.	Pending; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
United States	METRO XP	2,879,801	August 31, 2004	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	OMEGA CLOSURE SYSTEM	2,664,290	December 17, 2002	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	SECURE-SLIDE	2,689,238	February 18, 2003	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	THE SAFE CASE	2,186,760	September 1, 1998	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	T-TECH	2,805,311	January 13, 2004	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	TUMI	(78-962,824)	(August 29, 2006)	Tumi, Inc.	Pending
United States	TUMI	(78-620,384)	(April 29, 2005)	Tumi, Inc.	Pending
United States	TUMI	(78-475,784)	(August 30, 2004)	Tumi, Inc.	Pending; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	TUMI	(78-475,770)	(August 30, 2004)	Tumi, Inc.	Pending; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	Tumi	2,998,914	September 20, 2005	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	Tumi	2,884,996	September 14, 2004	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	TUMI	2,588,479	July 2, 2002	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	TUMI	2,925,555	February 8, 2005	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
United States	TUMI	2,919,221	January 18, 2005	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	TUMI TRACER	2,433,971	March 6, 2001	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	TUMI TRACER	2,433,970	March 6, 2001	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	TUMI WHERE NEXT?	(76-664,022)	(August 2, 2006)	Tumi, Inc.	Pending
United States	TUMI WHERE NEXT?	(76-663,454)	(July 21, 2006)	Tumi, Inc.	Pending
United States	WHEEL-A-WAY	1,924,628	October 3, 1995	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.
United States	X-TECH	2,546,779	March 12, 2002	Tumi, Inc.	Registered; unreleased security interest from Tumi, Inc. to The Royal Bank of Scotland PLC, recorded at reel 3050 and frame 0461.