

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
Samsonite IP Holdings S.a r.l.		06/16/2011	Private limited liability company: LUXEMBOURG

RECEIVING PARTY DATA

Name:	HSBC Bank USA, National Association
Street Address:	125 High Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Serial Number:	77782248	AMERICAN TOURISTER
Serial Number:	75262774	AMERICAN TOURISTER
Serial Number:	73411791	AMERICAN TOURISTER
Serial Number:	75223262	AMERICAN TOURISTER
Serial Number:	75495870	AMERICAN TOURISTER
Serial Number:	77624318	AMERICAN TOURISTER
Serial Number:	77959259	AMERICAN TOURISTER
Serial Number:	85105745	AMERICAN TOURISTER
Serial Number:	75661632	AMERICAN TOURISTER
Serial Number:	75661633	AMERICAN TOURISTER
Serial Number:	75661629	AMERICAN TOURISTER
Serial Number:	75661630	AMERICAN TOURISTER
Serial Number:	75661653	AMERICAN TOURISTER
Serial Number:	75661631	AMERICAN TOURISTER

TRADEMARK

900194760

REEL: 004564 FRAME: 0691

CH \$1390.00 77782248

Serial Number:	75566805	AMERICAN TOURISTER
Serial Number:	73335363	AMERICAN TOURISTER
Serial Number:	78050821	AMERICAN TOURISTER DESTINATION WEAR
Serial Number:	77580772	ATTIES BY AMERICAN TOURISTER
Serial Number:	77581768	ATTIES BY AMERICAN TOURISTER. SINCE 1933
Serial Number:	77782303	SAMSONITE
Serial Number:	74029824	SAMSONITE
Serial Number:	74029827	SAMSONITE
Serial Number:	74137443	SAMSONITE
Serial Number:	74181593	SAMSONITE
Serial Number:	74802008	SAMSONITE
Serial Number:	74258487	SAMSONITE
Serial Number:	74281578	SAMSONITE
Serial Number:	74556074	SAMSONITE
Serial Number:	75094914	SAMSONITE
Serial Number:	75112557	SAMSONITE
Serial Number:	77576314	SAMSONITE
Serial Number:	75802502	SAMSONITE
Serial Number:	74030308	SAMSONITE
Serial Number:	74029832	SAMSONITE
Serial Number:	74031608	SAMSONITE
Serial Number:	73026010	SAMSONITE
Serial Number:	74137441	SAMSONITE
Serial Number:	74556073	SAMSONITE
Serial Number:	78072194	SAMSONITE
Serial Number:	78701656	SAMSONITE
Serial Number:	78707503	SAMSONITE
Serial Number:	85071744	SAMSONITE
Serial Number:	74029823	SAMSONITE
Serial Number:	73026009	SAMSONITE
Serial Number:	74146554	SAMSONITE
Serial Number:	74191241	SAMSONITE
Serial Number:	71651954	SAMSONITE
Serial Number:	71658936	SAMSONITE
Serial Number:	78701604	SAMSONITE BLACK LABEL

	77303789	SAMSONITE B L A C K L A B E L
Serial Number:	77186797	SAMSONITE OUTLAB
Serial Number:	78007599	SAMSONITE.COM
Serial Number:	85088662	XTREM SAMSONITE
Serial Number:	85258416	XTREM SAMSONITE
Serial Number:	85262365	XTREM SAMSONITE

CORRESPONDENCE DATA

Fax Number: (303)629-3450
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (303) 629-3400
Email: reichel.nicole@dorsey.com
Correspondent Name: Charlene Krogh; Dorsey & Whitney LLP
Address Line 1: 1400 Wewatta Street; Suite 400
Address Line 2: IP Department
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	M222792
NAME OF SUBMITTER:	Charlene M. Krogh
Signature:	/cmk2112/
Date:	06/16/2011

Total Attachments: 9

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SHORT-FORM INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This **SHORT-FORM INTELLECTUAL PROPERTY COLLATERAL AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of June 16, 2011, is entered into by and between SAMSONITE IP HOLDINGS S.à r.l, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg and having its registered office at 13-15 avenue de la Liberté at L-1931 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 147735 (the "Borrower"), and any Additional Grantor who may become party to this Agreement (such Additional Grantors, together with the Borrower, the "Grantors"), and HSBC BANK USA, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties.

STATEMENT OF PURPOSE

Pursuant to the Credit Agreement dated as of May 27, 2011, among the Borrower, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and HSBC Bank USA, National Association, as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Extensions of Credit to the Borrower upon the terms and subject to the conditions set forth therein, and certain of the Credit Parties have guaranteed the payment and performance of the Credit Party Obligations.

Pursuant to the terms of the Credit Agreement, the Borrower has entered into an Intellectual Property Collateral Agreement dated as of even date herewith (the "IP Collateral Agreement").

It is a condition precedent to the Lenders making any Extensions of Credit under the Credit Agreement that each of the Grantors shall have executed and delivered the IP Collateral Agreement and this Agreement to the Collateral Agent, for the ratable benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and to induce the Lenders to make Extensions of Credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

ARTICLE I

DEFINED TERMS

Unless otherwise defined herein, terms defined in the Credit Agreement or the IP Collateral Agreement and used herein have the meanings given to them in the Credit Agreement or the IP Collateral Agreement.

ARTICLE II

GRANTS OF SECURITY INTERESTS

Each Grantor hereby grants and pledges to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in the Collateral, as defined in the IP Collateral Agreement, which includes the trademark registrations and applications to register set forth on Schedule A attached hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Credit Party Obligations.

ARTICLE III

CERTAIN EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of its right, title or interest in any Collateral if the grant of such security interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein, including trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

ARTICLE IV

INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the IP Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests granted to it in the Collateral made and granted hereby are more fully set forth in the IP Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there is a conflict or inconsistency between this Agreement and the IP Collateral Agreement, the terms of the IP Collateral Agreement shall control. Upon the payment in full of all Credit Party Obligations, and at the expense of the Grantors, the Collateral Agent shall promptly, upon such payment, execute, acknowledge, and deliver all reasonably requested instruments in writing terminating and releasing the security interest in the Collateral including, but not limited to, filing and recording the release and/or termination of this Agreement and any security interest in, to or under the Trademarks with the United States Patent and Trademark Office.

ARTICLE V

GOVERNING LAW

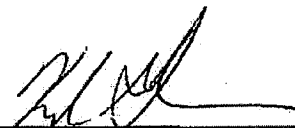
This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York. Each of the Grantors agrees that Sections 5-1401 and 5-1402 of the General Obligations law of the State of

New York shall apply to this Agreement. Without limiting the general applicability of the foregoing and the terms of the other Credit Documents to this Agreement and to the parties hereto, the terms of Sections 9.13 and 9.16 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Short-Form Intellectual Property Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAMSONITE IP HOLDINGS S.À R.L.

By: 
Name: Kyle Gendreau
Title: Director (*gérant*)

ACCEPTED AND AGREED:

HSBC Bank USA, National Association,
as Collateral Agent

By: _____
Name
Title:

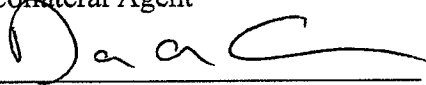
IN WITNESS WHEREOF, Grantor has caused this Short-Form Intellectual Property Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAMSONITE IP HOLDINGS S.À R.L,

By: _____
Name
Title:

ACCEPTED AND AGREED:

HSBC Bank USA, National Association,
as Collateral Agent

By: 
Name David A. Carroll
Title: Vice President

[Signature Page to Short-Form Intellectual Property Collateral Agreement]

TRADEMARK
REEL: 004564 FRAME: 0698

SCHEDULE A
COLLATERAL

{B1282829; 4}

A-1

TRADEMARK
REEL: 004564 FRAME: 0699

**Schedule A – Collateral
As of 13 June 2011**

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO
European Union	AMERICAN TOURISTER	7253917	7253917
European Union	AMERICAN TOURISTER & Design (Chevrons)	1122233	1122233
European Union	SAMMIES BY SAMSONITE	4640165	4640165
European Union	SAMSONITE	185199	185199
European Union	SAMSONITE	758433	758433
European Union	SAMSONITE	7254048	7254048
European Union	SAMSONITE & Symbol (Badge)	612648	612648
European Union	SAMSONITE & Symbol (Linear White on Black)	1369289	1369289
European Union	SAMSONITE & Symbol (Linear)	759662	759662
European Union	SAMSONITE & Symbol (Logo)	8350258	8350258
European Union	SAMSONITE & Symbol (Logo)	6755011	6755011
European Union	SAMSONITE BLACK LABEL & Symbol (Logo)	6358394	6358394
European Union	SAMSONITE BLACK LABEL & Symbol (Logo)	7253561	7253561
European Union	SAMSONITE OUTLAB & Symbol (Logo)	6324834	6324834
European Union	SAMSONITE SPORTLAB & Symbol (Logo)	6518427	6518427
United States of America	AMERICAN TOURISTER	77782248	
United States of America	AMERICAN TOURISTER	75262774	2193274
United States of America	AMERICAN TOURISTER	73411791	1275197
United States of America	AMERICAN TOURISTER	75223262	2099624
United States of America	AMERICAN TOURISTER	75495870	2257200
United States of America	AMERICAN TOURISTER	77624318	3790998
United States of America	AMERICAN TOURISTER	77959259	
United States of America	AMERICAN TOURISTER	85105745	3950440
United States of America	AMERICAN TOURISTER & Design (Chevrons)	75661632	2448254
United States of America	AMERICAN TOURISTER & Design (Chevrons)	75661633	2439232
United States of America	AMERICAN TOURISTER & Design (Chevrons)	75661629	2564081
United States of America	AMERICAN TOURISTER & Design (Chevrons)	75661630	2407220
United States of America	AMERICAN TOURISTER & Design (Chevrons)	75661653	2411344
United States of America	AMERICAN TOURISTER & Design (Chevrons)	75661631	2407221
United States of America	AMERICAN TOURISTER & Design (Chevrons)	75566805	2579113
United States of America	AMERICAN TOURISTER & Design (Gorilla & I.D. Tag)	73335363	1250360

Schedule A (con't)

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO
United States of America	AMERICAN TOURISTER DESTINATION WEAR	78050821	2689439
United States of America	ATTIES BY AMERICAN TOURISTER	77580772	3755654
United States of America	ATTIES BY AMERICAN TOURISTER SINCE 1933 & Design (Ellipse)	77581768	3753033
United States of America	SAMSONITE	77782303	
United States of America	SAMSONITE	74029824	1719236
United States of America	SAMSONITE	74029827	1622024
United States of America	SAMSONITE	74137443	1674238
United States of America	SAMSONITE	74181593	1928454
United States of America	SAMSONITE	74802008	1875864
United States of America	SAMSONITE	74258487	1793167
United States of America	SAMSONITE	74281578	1782477
United States of America	SAMSONITE	74556074	1949698
United States of America	SAMSONITE	75094914	2050798
United States of America	SAMSONITE	75112557	2116932
United States of America	SAMSONITE	77576314	
United States of America	SAMSONITE & Symbol (Linear White on Black)	75802502	2528207
United States of America	SAMSONITE & Symbol (Linear)	74030308	1724518
United States of America	SAMSONITE & Symbol (Linear)	74029832	1619895
United States of America	SAMSONITE & Symbol (Linear)	74031608	1622026
United States of America	SAMSONITE & Symbol (Linear)	73026010	1027382
United States of America	SAMSONITE & Symbol (Linear)	74137441	1670259
United States of America	SAMSONITE & Symbol (Linear)	74556073	1949697
United States of America	SAMSONITE & Symbol (Linear)	78072194	2799115
United States of America	SAMSONITE & Symbol (Logo Ellipse)	78701656	3706995
United States of America	SAMSONITE & Symbol (Logo)	78707503	3613892
United States of America	SAMSONITE & Symbol (Logo)	85071744	
United States of America	SAMSONITE & Symbol (Stacked)	74029823	1726586
United States of America	SAMSONITE & Symbol (Stacked)	73026009	1033021
United States of America	SAMSONITE & Symbol (Stacked)	74146554	1668525
United States of America	SAMSONITE & Symbol (Stacked)	74191241	1700186
United States of America	Samsonite (Stylized - Old 1950's)	71651954	590973
United States of America	Samsonite (Stylized - Old 1950's)	71658936	599679
United States of America	SAMSONITE BLACK LABEL & Symbol (Logo Orange with Ellipse)	78701604	3600259
United States of America	SAMSONITE BLACK LABEL & Symbol (Logo)	77303789	
United States of America	SAMSONITE OUTLAB & Symbol (Logo)	77186797	3609331
United States of America	SAMSONITE.COM	78007599	2605918

Schedule A (con't)

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO
United States of America	XTREM SAMSONITE & Design	85088662	
United States of America	XTREM SAMSONITE & Design (Feminine)	85258416	
United States of America	XTREM SAMSONITE & Design (Feminine)	85262365	