

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
Group III International Ltd.		09/02/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC		
Street Address:	6 East 43rd Street, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3870639	N NAVIGATOR	
Registration Number:	3956942	FRENCH WEST INDIES DEPUIS 1984	
Registration Number:	3870491	GLOBAL TRAVELER	
Registration Number:	3765126	SCAN SMART	
Registration Number:	1912529	LANDING GEAR	
Registration Number:	1762860	NAVIGATOR	
Registration Number:	1702513	MILLENNIUM	
Registration Number:	1690177	SUPERCARRIER	
Registration Number:	1745199	EVERYTHING BAG	
Registration Number:	1721102	DESIGNER GALLERY	
Registration Number:	1678095	PLATINUM	
Registration Number:	1202036	WORLD CLASS	
Serial Number:	85305236	FACECASE	
Serial Number:	85303322	MOBILE PAK	

OP \$465.00 3870639

Serial Number:	85303313	MOBILITY PAK
Serial Number:	85303333	MOBILITY PACK
Serial Number:	85303341	MOBILE PACK
Serial Number:	85283750	NEVER SO LITE

CORRESPONDENCE DATA

Fax Number: (617)574-7659
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-574-4153
Email: lbillone@goulstonstorrs.com
Correspondent Name: Lisa Billone
Address Line 1: 400 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Lisa Billone
Signature:	/Lisa Billone/
Date:	09/08/2011

Total Attachments: 13
source=Abacus#page1.tif
source=Abacus#page2.tif
source=Abacus#page3.tif
source=Abacus#page4.tif
source=Abacus#page5.tif
source=Abacus#page6.tif
source=Abacus#page7.tif
source=Abacus#page8.tif
source=Abacus#page9.tif
source=Abacus#page10.tif
source=Abacus#page11.tif
source=Abacus#page12.tif
source=Abacus#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 2, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Abacus Finance Group, LLC ("Abacus"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 2, 2011, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GB Acquisition Corp., a Delaware corporation, (the "Borrower"), Global Brands Holding Corporation, a Delaware corporation ("Holdco"), the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of September 2, 2011, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations of the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make or continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and

interest in, to and under the following Collateral of such Grantor (the “Intellectual Property Collateral”):

(a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;
and

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security 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.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

GROUP III INTERNATIONAL LTD.

as Grantor


By: 

Name: Jory E. Elias

Title: Executive Vice President

ACCEPTED AND AGREED
AS OF THE DATE FIRST ABOVE WRITTEN:

ABACUS FINANCE GROUP, LLC,
AS ADMINISTRATIVE AGENT

BY: 
Name: Sean McKeever
Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE) ss.

On this 2nd day of September, 2011 before me personally appeared Jon E. Elias, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Group III International Ltd., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Phyllis G. Dennis

Notary Public



SCHEDULE IA
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED COPYRIGHTS

Group III International Ltd. ("Group III") owns the following registered copyright:

Registered Copyright

<u>Title</u>	<u>Description</u>	<u>Date</u>	<u>Registration Number</u>
Fantasia tapestry	Fabric Design	28-Feb-91	VA0000434854

B. COPYRIGHT APPLICATIONS

None

C. IP LICENSES

None

SCHEDULE IB
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED PATENTS

Group III owns the following registered patents:

Issued Utility Patents

Title	Filing Date	Application Number	Patent Number
Luggage Retractable Pull Rod Adapted with A Rotating Hook	9-Jan-07	11/650,928	7559115
Rotation-Controllable Rotary Grip Assembly for Luggage Handle	28-Sep-07	11/905,214	7802665
Suitcase With Built-In Safety Strap	8-Mar-02	10/092,429	6536568
Utility Bag That Can Be Unfolded	8-Sep-00	09/657,589	6334519
Composite Suitcase	18-Aug-00	09/640,590	6276501
Garment Bag With Wheels and An Inner Panel With Plural Access Opening	11-Feb-91	07/653,182	5113982
Soft Luggage With Outside Pockets	6-Feb-90	07/475,450	5060767
Luggage Latch	22-Jun-90	07/542,111	5060492
Garment Bag With Flap Cover for Strap Hook	26-Jun-89	07/371,108	4927014
Three-Section Suitcase	26-Jun-89	07/371,107	4925021
Garment Bag with Mounting For Hook	8-Mar-89	07/320,525	4915220
Suitcase With Compartment For A Foldable Garment Bag	27-May-88	07/199,424	4854431
Garment Carrier	9-Feb-87	07/012,517	4753342

Issued Design Patents

Title	Issue Date	Application Number	Patent Number
Luggage	TBD	296/384,099	TBD
Grip For A Retractable Rod Of A Suitcase	16-Dec-08	29/287,880	D582677
Corner Wheel of a Suitcase	25-Nov-08	29/287,881	D581161
Grip For A Retractable Rod Of A Suitcase	25-Nov-08	29/287,879	D581160
Side Panel of Soft Luggage	4-Aug-92	07/476,027	D328391
Soft-Sided Garment Bag	15-Apr-86	06/528,175	D283373
Soft-Sided Carry-On Luggage	18-Feb-86	06/528,173	D282601
Soft-Sided Carry-On Luggage	11-Feb-86	06/527,993	D282508
Suitcase	11-Feb-86	06/524,210	D282507
Shoulder Tote	11-Feb-86	06/524,209	D282506
Soft-Sided Shoulder Bag	11-Feb-86	06/528,176	D282505
Wheeled Suitcase	4-Feb-86	06/524,208	D282411
Soft-Sided Wheeled Suitcase	10-Dec-85	06/528,174	D281652
Garment Bag	10-Dec-85	06/527,995	D281651
Soft-Sided Wheeled Suitcase	10-Dec-85	06/527,994	D281650
Duffel Luggage	10-Dec-85	06/524,207	D281649
Duffel Luggage	10-Dec-85	06/524,206	D281648
Duffel Luggage	10-Dec-85	06/524,205	D281647
Duffel Luggage	10-Dec-85	06/524,160	D281646
Soft-Sided Tote Bag	10-Dec-85	06/528,041	D281645
Garment Bag	3-Dec-85	06/524,212	D281547
Soft-Sided Garment Bag	26-Nov-85	06/527,992	D281465
Soft-Sided Luggage	29-Oct-85	06/534,282	D281122

Soft-Sided Carry-On Luggage	8-Oct-85	06/528,042	D280866
Soft-Sided Luggage	8-Oct-85	06/527,996	D280865
Soft-Sided Wheeled Suitcase	1-Oct-85	06/528,034	D280783
Wheeled Suitcase	24-Sep-85	06/526,367	D280680
Luggage	11-Jun-85	06/356,595	D279142
Portfolio Case	19-Feb-85	06/458,953	D277619
Carry-On Luggage	19-Feb-85	06/458,952	D277618
Luggage	5-Feb-85	06/448,053	D277431

B. PATENT APPLICATIONS

None

C. IP LICENSES



None

SCHEDULE IC
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

Group III owns the following registered trademarks:

Registered Trademarks

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Int. Classes</u>	<u>Applicant</u>	<u>Assignee</u>	<u>Status</u>
	9-Apr-10	85-010812	3870639	18	Group III	None	Registered November 2, 2010
	9-Apr-10	85-010854	3956942	18	Group III	None	Registered May 10, 2010
GLOBAL TRAVELER	29-Mar-10	85-001275	3870491	18	Group III	None	Registered November 2, 2010
SCAN SMART	9-Mar-10	77-686528	3765126	9	Group III	None	Registered March 23, 2010
LANDING GEAR	10-Nov-93	74-456764	1912529	18	York Partners L.P.	Group III	Registered August 15, 1995
NAVIGATOR	19-Mar-91	74-149233	1762860	18	York Partners L.P.	Group III	Registered April 6, 1993
MILLENNIUM	14-Mar-91	74-147589	1702513	18	York Partners L.P.	Group III	Registered July 21, 1992
SUPERCARRIER	9-Nov-90	74-113802	1690177	18	York Partners L.P.	Group III	Registered June 2, 1992
EVERYTHING BAG	9-Nov-90	74-113788	1745199	18	York Partners L.P.	Group III	Registered January 5, 1993

DESIGNER GALLERY	25-Oct-90	74-109087	1721102	18	York Partners L.P.	Group III	Registered September 29, 1992
PLATINUM	27-Mar-90	74-043227	1678095	18	York Partners L.P.	Group III	Registered March 3, 1992
WORLD CLASS	19-Feb-81	73-297756	1202036	18	Gateway Luggage Co. Inc.	Group III	Registered July 20, 1982

B. TRADEMARK APPLICATIONS

Group III has filed the following trademark applications:

Pending Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Int. Classes</u>	<u>Applicant</u>	<u>Assignee</u>	<u>Status</u>
FACECASE	26-Apr-11	85-305236	18, 9	Group III	None	Published for opposition
MOBILE PAK	25-Apr-11	85-303322	9, 18	Group III	None	Completed review prior to publication for opposition
MOBILITY PAK	25-Apr-11	85-303313	9, 18	Group III	None	Completed review prior to publication for opposition
MOBILITY PACK	25-Apr-11	85-303333	9, 18	Group III	None	Completed review prior to publication for opposition
MOBILE PACK	25-Apr-11	85-303341	18, 9	Group III	None	Completed review prior to publication for opposition
NEVER SO LITE	1-Apr-11	85-283750	18	Group III	None	Published for opposition

C. IP LICENSES

1. Agreement, dated March 11, 2003, by and between License Management LLC and Group III, as amended and assigned as specified below:
 - (a) Amendment of Licensing Agreement, dated April 6, 2006.
 - (b) Second Amendment to Licensing Agreement, dated January 15, 2007.
 - (c) Third Amendment to Licensing Agreement, dated October 20, 2007.
 - (d) December 31, 2009 letter from Wenger Licensing, LLC to Group III re: Transfer of License Agreement to Wenger Licensing SA.
 - (e) Fourth Amendment to Licensing Agreement, dated August 30, 2011.
2. License Agreement, dated June 22, 2011, by and between Gottex Models, Ltd. and Group III.
3. License Agreement, dated June 22, 2011, by and between Gottex Models, Ltd. and Group III.
4. Marketing License Agreement, effective on July 1, 2011, by and between Travel Sentry, Inc. and Group III.