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
DayMen Canada Acquisition ULC		06/05/2013	Unlimited liability company: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	GE Canada Finance Holding Company
Street Address:	123 Front Street West
Internal Address:	Suite 1400
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5J 2M2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85808381	URBAN REPORTER
Serial Number:	85790963	TRANSIT SLING
Registration Number:	4239241	DASHPOINT
Registration Number:	4239184	PHOTO HATCHBACK
Serial Number:	85331307	PROTECH TROLLEY SYSTEM
Serial Number:	85392693	PASSPORT BACKPACK
Serial Number:	85392678	PASSPORT MESSENGER
Serial Number:	85363620	FLEXFLAP DESIGN
Registration Number:	4199867	EVENT MESSENGER
Registration Number:	4119637	QUICKSHELF

CH $265.00 85808381

CORRESPONDENCE DATA

Fax Number: 3129939767

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:	3129932647
Email:	zeynep.gieseke@lw.com
Correspondent Name:	ZEYNEP GIESEKE
Address Line 1:	233 S. Wacker Drive, Suite 5800
Address Line 2:	c/o Latham & Watkins LLP
Address Line 4:	chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0545

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	06/05/2013

Total Attachments: 6
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SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 5, 2013 (this "Amendment"), by DayMen Canada Acquisition ULC, an unlimited liability company organized under the laws of British Columbia (the "Grantor") in favor of GE CANADA FINANCE HOLDING COMPANY, in its capacity as Canadian Agent pursuant to the Credit Agreement (in such capacity, the "Canadian Agent").

WITNESSETH:

WHEREAS, the Grantor, together with 0891145 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of British Columbia ("0891145"), are parties to a Pledge and Security Agreement, dated as of October 21, 2010 (the "Pledge and Security Agreement") in favor of the Canadian Agent, pursuant to which the Grantor and 0891145 executed and delivered an Intellectual Property Security Agreement dated as of October 21, 2010 (the "Existing Intellectual Property Security Agreement") which was filed with the United States Patent and Trademark Office on November 19, 2010 at Reel 004408, Frame 0400 and at Reel 025408, Frame 0575.

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Canadian Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Amendment. Schedule I attached to the Existing Intellectual Property Security Agreement is hereby amended and supplemented by adding thereto the Trademarks and Patents of Grantor listed on Schedule I attached hereto (the "Additional Intellectual Property"), and 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 of Grantor, hereby mortgages, pledges and hypothecates to the Canadian Agent for the benefit of the Security Parties, and grants to the Canadian 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 Additional Intellectual Property.

SECTION 3. Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Canadian Agent with respect to the security interest in the Additional Intellectual Property are more fully set forth in the Pledge and 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 Amendment is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control unless the Canadian Agent shall otherwise determine.

SECTION 4. Ratification. Except as specifically set forth above, the Existing Intellectual Property Security Agreement shall remain in full force and effect and is hereby ratified and confirmed.

SECTION 5. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

[*Signature Pages Follow*]

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

DAYMEN CANADA ACQUISITION ULC, as Grantor

By: _____

Name: Peter W. Klein

Title: Vice President

[Signature Page to Second Amendment to Intellectual Property Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: _____

Name: _____

Title: ITALO FORTINO
DULY AUTHORIZED SIGNATORY

[Signature Page to Second Amendment to Intellectual Property Security Agreement]

SCHEDULE I
to
SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Registration/Serial/ Application #
Urban Reporter	85/808,381
Transit Sling	85/790,963
Dashpoint	4,239,241
Photo Hatchback	4,239,184
Protech Trolley System	85/331,307
Passport Backpack	85/392,693
Passport Messenger	85/392,678
Flexflap Design	85/363,620
Event Messenger	4,199,867
Quickshelf	4,119,637

II. PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent	Patent No.	Application No.
All Weather Cover	5,439,153	08/130,143
Backpack	6,550,651	09/516,044
Pouch for Digital Camera and Accessories	D468,530	29/155,528
Pouch for Digital Camera and Accessories	D477,713	29/167,342
Equipment Bag for Digital Video-Recording Camera	D465,648	29/155,527
Equipment Bag for Digital Video-Recording Camera	D477,903	29/167,346
Equipment Bag for Digital Video-Recording Camera	D477,910	29/167,375
Equipment Bag for Digital Video-Recording Camera	D472,049	29/165,781
Equipment Bag for Digital Video-Recording Camera	D466,293	29/155,526
Equipment Bag for Digital Video-Recording Camera	D472,381	29/165,780
Protective Transport Bag	8,302,749	12/235,481
Modified Tripod and "Multi-Pod" for Cameras and other Equipment	7,780,126	11/696,740
Self-Adjusting Contoured Strap Device and Method		PCT/US10/25692
Versapack	642,791	29/342,101
Versapack	641,973	29/342/103
Wrap-Around Carrying Case for Selectively		12/709,368

Patent	Patent No.	Application No.
Displaying an Electronic Device		
Cable Organization System and Method of Securing a Cable Therein		13/030,685
Infield Backpack for Carrying a Spotting Scope Attached to a Tripod		61/384,597
Backpack (Infield Optics)	665,573	29/375233
Shoulder Bag (Compuday Should Bag)	651,794	29/375242
Backpack (Compuday Backpack)	D674,591	29/375281
Backpack (Orion Daypack)	D673,363	29/375266
Table Computer Holder (Orikata)		13/441,976
Quiet Fold Flap		61/590603
Infinite Angle Device Case		13/442,054
Acme Made Soft Pouch	D671,738	29/400766