

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.ar.l.		07/01/2013	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: 1			
Property Type	Number	Word Mark	
Serial Number:	85946707	SAMSONITE	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(303) 629-3400		
Email:	reichel.nicole@dorsey.com, docketing-dv@dorsey.com		
Correspondent Name:	Lisa A. Osman; Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street; Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	M222792		
NAME OF SUBMITTER:	Lisa A. Osman		
Signature:	/lao3460/		

CH \$40.00 85946707

Date:

09/18/2013

Total Attachments: 5

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SUPPLEMENT TO SHORT-FORM INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This **SUPPLEMENT TO SHORT-FORM INTELLECTUAL PROPERTY COLLATERAL AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of July 01, 2013, 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 June 16, 2011 (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**

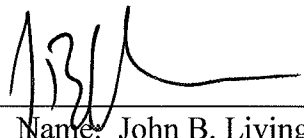
This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York. Each of the

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]

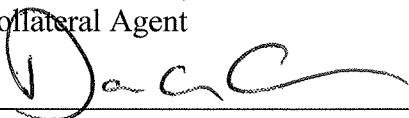
IN WITNESS WHEREOF, Grantor has caused this Supplement to Short-Form Intellectual Property Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAMSONITE IP HOLDINGS S.À.R.L.

By: 
Name: John B. Livingston
Title: Director (*gérant*)

ACCEPTED AND AGREED:

HSBC Bank USA, National Association,
as Collateral Agent

By: 
Name David A. Carroll
Title: Vice President

SCHEDULE A

**Collateral Supplement
As of 01 April 2013**

COUNTRY	TRADEMARK	APPLICATION NO	REGISTRATION NO
United States of America	SAMSONITE	85/946,707	