

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM317341

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ursa Minor B.V.		09/18/2014	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Banyan Mezzanine Fund II, L.P.
<b>Street Address:</b>	1111 Brickell Avenue
<b>Internal Address:</b>	Suite 1300
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33131
<b>Entity Type:</b>	<del>CORPORATION</del> : DELAWARE LIMITED PARTNERSHIP

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1153940	THE ORIGINAL GHURKA BAG
Registration Number:	1594122	GHURKA
Registration Number:	2385867	GHURKA
Registration Number:	2433747	GHURKA
Registration Number:	2386603	GHURKA

**CORRESPONDENCE DATA**

**Fax Number:** 2128502929  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 212-850-2800  
**Email:** PTONY@andrewskurth.com  
**Correspondent Name:** ANDREWS KURTH LLP - NEW YORK OFFICE  
**Address Line 1:** 450 LEXINGTON AVENUE  
**Address Line 4:** NEW YORK, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	219587
<b>NAME OF SUBMITTER:</b>	Gary Abelev
<b>SIGNATURE:</b>	/s/ Gary Abelev
<b>DATE SIGNED:</b>	09/18/2014

Total Attachments: 4

CH \$140.00 1153940

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**FOR GOOD AND VALUABLE CONSIDERATION**, receipt and sufficiency of which are hereby acknowledged, Ursa Minor B.V., a company organized under the laws of the Netherlands (the "Grantor"), with principal offices at Schiphol Blvd. 399, 1118 BJ, Schiphol, Netherlands, hereby grants to Banyan Mezzanine Fund II, L.P., a Delaware limited partnership, as Collateral Agent (the "Grantee"), with principal offices at 1111 Brickell Avenue, Suite 1300, Miami, FL 33131, a continuing security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in, to and under (i) the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, and all reissues, extensions or renewals of the Marks, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) any claims by the Grantor against any third party relating to the Marks, including, but not limited to, any past, present or future infringement or dilution of any of the Marks or any unfair competition claims relating to the marks, or any injury to the goodwill associated with the Marks. Notwithstanding the foregoing, nothing contained herein or in the Security Agreement referred to below shall be deemed to assign, pledge or grant a security interest in any of Grantor's "intent-to-use" applications for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051 or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051 with respect thereto, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application or any resulting registration.

**THIS GRANT** is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement made by the Grantor in favor of the Grantee, dated as of September 18, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the indefeasible repayment in full and satisfaction of the Secured Obligations, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

**THIS GRANT** has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Grant of Security Interest in United States Trademarks to be duly executed by their duly authorized officers as of the date first stated above.

**GRANTOR:**

**URSA MINOR B.V.**

By: John Reuter, its managing director

By: \_\_\_\_\_  
Name: JOHN B. REUTER  
Title: CEO

Accepted and Agreed to:

**GRANTEE:**

**BANYAN MEZZANINE FUND II, L.P.**

By: Banyan Investors II, LLC, its General Partner

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Grant of Security Interest in United States Trademarks to be duly executed by their duly authorized officers as of the date first stated above.

**GRANTOR:**

**URSA MINOR B.V.**

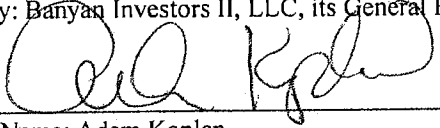
By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed to:


**GRANTEE:**

**BANYAN MEZZANINE FUND II, L.P.**

By: Banyan Investors II, LLC, its General Partner

By:  \_\_\_\_\_  
Name: Adam Kaplan  
Title: Authorized Representative

**SCHEDULE A**

Trademark	Class(es) and Goods	App. Number and Date	Reg. Number and Date
	18: luggage, handbags, belts, wallets and umbrellas	73/211,428 April 13, 1979	1,153,940 May 12, 1981
GHURKA	14: wrist watches and watch straps  18: handbags, luggage, travelling bags, all-purpose sports bags, attache cases, wallets, and travelling trunks  25: belts	73/803,800 June 1, 1989	1,594,122 May 1, 1990
GHURKA	42: providing a web site of information on luggage, hand bags, belts, watches, travelling bags, all-purpose sports bags, attache cases, travelling trunks, key cases, umbrellas, personal organizers, pocket calendars, agendas, diaries and other small leather goods	75/175,954 October 2, 1996	2,385,867 September 12, 2000
GHURKA	09: eyeglass cases	75/175,955 October 2, 1996	2,433,747 March 6, 2001
GHURKA	20: furniture  25: coats, footwear, gloves, hosiery, jackets, sweaters, shirts, and slippers	75/979,641 October 2, 1996	2,386,603 September 12, 2000