

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM435404

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EBAGS, INC.		06/23/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC BANK USA, NATIONAL ASSOCIATION		
<b>Street Address:</b>	452 FIFTH AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2526434	EBAGS	
Registration Number:	4785885	EBAGS	
Registration Number:	4652077	EBAGS	
Registration Number:	4562818	EBAGS	
Registration Number:	4562819	EBAGS	
Registration Number:	2606530	EBAGS	
Registration Number:	4785934	EBAGS OBSESSION	
Registration Number:	3630895	FIREWALL	
Registration Number:	4140478	GRIPSCALE	
Registration Number:	4098496	HANDBAGS.COM	
Registration Number:	5089057	MEDICI	
Registration Number:	4722225		
Registration Number:	4266507	MOTHER LODGE	
Registration Number:	4219267	ON THE STREETS	
Registration Number:	4679215		
Registration Number:	3216437	PICK PINK	
Registration Number:	4237496	PICK PINK	
Registration Number:	5168144	YOUR JOURNEY STARTS HERE	
Registration Number:	5193027	YOUR JOURNEY STARTS HERE	

CH \$540.00 2526434

Property Type	Number	Word Mark
Registration Number:	5188443	YOUR JOURNEY STARTS HERE
Registration Number:	5215429	YOUR JOURNEY STARTS HERE

**CORRESPONDENCE DATA**

**Fax Number:** 6508385109

*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:** 650-838-3743

**Email:** JLIK@SHEARMAN.COM

**Correspondent Name:** BENJAMIN PETERSEN

**Address Line 1:** 1460 EL CAMINO REAL, 2ND FLOOR

**Address Line 2:** SHEARMAN & STERLING LLP

**Address Line 4:** MENLO PARK, CALIFORNIA 94025

<b>ATTORNEY DOCKET NUMBER:</b>	35613/103
<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN
<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/
<b>DATE SIGNED:</b>	07/17/2017

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated June 23, 2017, is made by the Person listed on the signature pages hereof (the “**Grantor**”) in favor of HSBC Bank USA, National Association, as collateral agent (in such capacity and any successor in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Security Agreement referred to below). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Security Agreement (as defined below) or the Credit Agreement (as defined below).

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of May 13, 2016 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”), is entered into by and among PTL Acquisition Inc., a Delaware corporation, as a “Borrower”, the other Borrowers party thereto from time to time, the Guarantors party thereto from time to time, the Lenders party thereto from time to time, HSBC Bank USA, National Association, as TLA and Revolver Administrative Agent (together with its permitted successors in such capacity, “**TLA and Revolver Administrative Agent**”) and as Collateral Agent (together with its permitted successors in such capacity, “**Collateral Agent**”), and Morgan Stanley Senior Funding, Inc., as TLB Administrative Agent (together with its permitted successors in such capacity, “**TLB Administrative Agent**” and together with the TLA and Revolver Administrative Agent, the “**Administrative Agents**”).

WHEREAS, in connection with the 2011 PBGC Settlement Agreement and the making of Loans by the Lenders and the entry into Hedge Agreements and Cash Management Agreements by the Lender Counterparties from time to time, the Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of August 1, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other Pledgors party thereto, the Administrative Agents and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO, the United States Copyright Office and the EUIPO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in the Grantor’s right, title and interest in and to the following Collateral (excluding any Excluded Assets) (collectively, the “**IP Collateral**”):

- (i) the Patents set forth in Schedule A hereto;
- (ii) the Trademarks set forth in Schedule B hereto (excluding any “intent to use” trademark application or intent-to-use service mark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent that and during the period in which the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the Grantor’s right, title or interest therein or any such trademark or service mark application under applicable federal law), together with the goodwill symbolized thereby; and

(iii) the Copyrights set forth in Schedule C hereto; and

(iv) all Proceeds, Supporting Obligations and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to any of the foregoing, and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Credit Documents and the 2011 PBGC Settlement Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, the EUIPO and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart to this IP Security Agreement by facsimile or any other electronic transmission (e.g., "PDF" or "TIFF") shall be as effective as delivery of a manually signed original.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

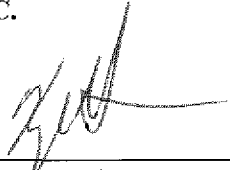
SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with Section 5.15 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor instruments in writing in recordable form releasing the liens on and security interests in the IP Collateral under this IP Security Agreement.

*[Signatures pages to follow]*

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**EBAGS, INC.**

By:   
Name: Kyle F. Gendreau  
Title: Chief Financial Officer and Treasurer

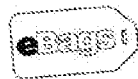
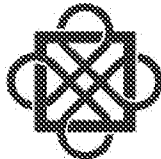


*[Signature Page to Intellectual Property Security Agreement]*

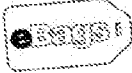
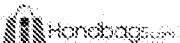

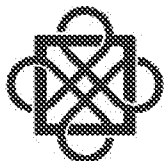
**TRADEMARK**  
**REEL: 006106 FRAME: 0881**

Schedule A  
Patents

TITLE	COUNTRY	STATUS	APP NO	FILING DATE	PATENT NO	GRANT DATE	ASSIGNEE / OWNER
BACKPACK	EM	Issued	002539890	2014-09-17	002539890-0001	2014-09-17	eBags, Inc.
BACKPACK	EM	Issued	002575654-001	2014-11-11	002575654-0001	2014-11-11	eBags, Inc.
BACKPACK	EM	Issued	002575654-0002	2014-11-11	002575654-0002	2014-11-11	eBags, Inc.
INTERIOR CRADLE FOR A PORTABLE ELECTRONIC DEVICE	US	Issued	13/029,933	2011-02-17	9,320,341	2016-04-26	eBags, Inc.
ULTRALITE PACKING CUBE	US	Pending	29/528,515	2015-05-29			eBags, Inc.
SHAPE-MAINTAINING STORAGE CONTAINER	US	Pending	14/922,426	2015-10-26			eBags, Inc.
U-BEAM SUPPORT MECHANISM FOR LUGGAGE	US	Issued	12/719,734	2010-03-08	8,256,591	2012-09-04	eBags, Inc.
LUGGAGE	US	Issued	29/485,504	2014-03-19	D731,181	2015-06-09	eBags, Inc.
BACKPACK	US	Issued	29/485,506	2014-03-19	D739,653	2015-09-29	eBags, Inc.
BACKPACK	US	Issued	29/490,862	2014-05-14	D748,918	2016-02-09	eBags, Inc.
CONNECTED LUGGAGE TAG	US	Pending	62/380,661	2016-08-29			eBags, Inc.

Schedule B  
Trademarks

Trademark	Country	Owner Name	File Date	App. #	Reg. Date	Reg. #	Status
EBAGS	EUROPEAN UNION	eBags, Inc.	06/25/2015	14297311	10/23/2015	14297311	REGISTERED
EBAGS	EUROPEAN UNION	eBags, Inc.	10/06/2014	WO1244137	03/07/2016	WO1244137	REGISTERED
EBAGS	EUROPEAN UNION	eBags, Inc.	04/28/1999	1154632	11/14/2000	1154632	REGISTERED
EBAGS and Design (Tag)	EUROPEAN UNION	eBags, Inc.	10/06/2000	1905595	04/24/2002	1905595	REGISTERED
							
Piazza Logo Design	EUROPEAN UNION	eBags, Inc.	08/31/2012	WO1134161	09/10/2013	WO1134161	REGISTERED
							
TRAVEL OBSESSION	EUROPEAN UNION	eBags, Inc.	06/05/2017	A0067518			PENDING
YOUR JOURNEY STARTS HERE	EUROPEAN UNION	eBags, Inc.	08/16/2016	WO1334360			PUBLISHED
EBAGS	UNITED STATES	eBags, Inc.	11/13/1998	75588085	01/08/2002	2526434	REGISTERED
EBAGS	UNITED STATES	eBags, Inc.	01/13/2015	86502480	08/04/2015	4785885	REGISTERED
EBAGS	UNITED STATES	eBags, Inc.	04/04/2014	86243378	12/09/2014	4652077	REGISTERED
EBAGS (Stylized)	UNITED STATES	eBags, Inc.	09/06/2013	86057968	07/08/2014	4562818	REGISTERED
							
EBAGS (Stylized) and Oval Design	UNITED STATES	eBags, Inc.	09/06/2013	86057990	07/08/2014	4562819	REGISTERED
							

Trademark	Country	Owner Name	File Date	App. #	Reg. Date	Reg. #	Status
EBAGS and Design (Tag) 	UNITED STATES	eBags, Inc.	04/07/2000	76020327	08/13/2002	2606530	REGISTERED
EBAGS OBSESSION	UNITED STATES	eBags, Inc.	02/04/2015	86524367	08/04/2015	4785934	REGISTERED
FIREWALL	UNITED STATES	eBags, Inc.	10/27/2008	77600904	06/02/2009	3630895	REGISTERED
GRIPSCALE	UNITED STATES	eBags, Inc.	06/06/2011	85339399	05/08/2012	4140478	REGISTERED
HANDBAGS.COM and Design 	UNITED STATES	eBags, Inc.	06/06/2011	85339252	02/14/2012	4098496	REGISTERED
MEDICI	UNITED STATES	eBags, Inc.	11/26/2014	86466106	11/29/2016	5089057	REGISTERED
Misc Design (Packing Cube Trade Dress) 	UNITED STATES	eBags, Inc.	09/30/2013	86078603	04/21/2015	4722225	REGISTERED
MOTHER LODGE	UNITED STATES	eBags, Inc.	05/06/2011	85314757	01/01/2013	4266507	REGISTERED
ON THE STREETS	UNITED STATES	eBags, Inc.	09/08/2011	85418281	10/02/2012	4219267	REGISTERED
Piazza Logo Design 	UNITED STATES	eBags, Inc.	07/15/2011	85372561	01/27/2015	4679215	REGISTERED
PICK PINK	UNITED STATES	eBags, Inc.	04/21/2005	78614214	03/06/2007	3216437	REGISTERED
PICK PINK	UNITED STATES	eBags, Inc.	04/03/2012	85587902	11/06/2012	4237496	REGISTERED
YOUR JOURNEY STARTS HERE	UNITED STATES	eBags, Inc.	03/30/2016	86958788	03/21/2017	5168144	REGISTERED
YOUR JOURNEY STARTS HERE	UNITED STATES	eBags, Inc.	07/11/2016	87099112	04/25/2017	5193027	REGISTERED
YOUR JOURNEY STARTS HERE	UNITED STATES	eBags, Inc.	07/11/2016	87099114	04/18/2017	5188443	REGISTERED
YOUR JOURNEY STARTS HERE	UNITED STATES	eBags, Inc.	07/11/2016	87975220	05/30/2017	5215429	REGISTERED



Schedule C  
Copyrights

Jurisdiction	Title	Record Owner Name	Reg. No.	Registered	Expires
United States	www.ebags.com	Todd Schaefer	VA0000958058	06/25/1999	06/25/2110