

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tumi, Inc.		03/16/2020	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association, as collateral agent		
Street Address:	452 5th Avenue (8E6)		
Internal Address:	Attn: Corporate Trust and Loan Agency		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88755096	TUMI	
Serial Number:	88728547	TUMI LATITUDE	
Serial Number:	88508055	ARRIVE	
Serial Number:	88508043	ALPHA BRAVO	
Serial Number:	87659316	TUMI	
Serial Number:	87659342	TUMI	
Serial Number:	87356302	SRPP BALLISTIC	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<i>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.</i>			
Phone:	303-629-3400		
Email:	reichel.nicole@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		
NAME OF SUBMITTER:	Lisa A. Osman		
SIGNATURE:	/lao3463/		

OP \$190.00 88755096

DATE SIGNED:

03/27/2020

Total Attachments: 9

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT
(March 16, 2020- Supplement to August 1, 2016 Agreement Schedules)

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**Supplemental IP Security Agreement**”) dated -March 16, 2020, 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 Supplemental IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Security Agreement (as defined below) or the Amended and Restated 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 prior to April 25, 2018, the “**Original 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, the “**Original TLA and Revolver Administrative Agent**”) and as Collateral Agent (together with its permitted successors in such capacity, the “**Original Collateral Agent**”), and Morgan Stanley Senior Funding, Inc., as TLB Administrative Agent (together with its permitted successors in such capacity, the “**Original TLB Administrative Agent**” and together with the TLA and Revolver Administrative Agent, the “**Original Administrative Agents**”) and

WHEREAS, reference is made to that certain Amended and Restated Credit and Guaranty Agreement, dated as of April 25, 2018 (as amended by (i) that certain Amendment No. 1 to Amended and Restated Credit and Guaranty Agreement, dated as of March 29, 2019, (ii) Amendment No. 2 (as defined below), and as further amended, amended and restated, supplemented, waived or otherwise modified prior to the date hereof, the “**Amended and Restated Credit Agreement**”), entered into by and among **Samsonite International S.A.**, a *société anonyme* (public limited liability company) governed by the laws of the Grand-Duchy of Luxembourg, having its registered office at 13-15 Avenue de la Liberté, L-1931 Luxembourg, registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce de des Sociétés, Luxembourg*) under number B 159469, 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 Bank of America N.A., 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**”) and WHEREAS, in connection with the Original Credit 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 prior to March 16, 2020, the “**Security Agreement**”), by and among the

Grantor, the other Pledgors party thereto, the Original Administrative Agents and the Original Collateral Agent.

WHEREAS, reference is made to that certain Amendment No. 2 to Amended and Restated Credit and Guaranty Agreement, dated as of the date hereof, by and among, **Samsonite International S.A.**, a *société anonyme* (public limited liability company) governed by the laws of the Grand-Duchy of Luxembourg, having its registered office at 13-15 Avenue de la Liberté, L-1931 Luxembourg, registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce de des Sociétés, Luxembourg*) under number B 159469, as a “Borrower”, the other Borrowers party thereto from time to time, the Guarantors party thereto from time to time, the Lenders party thereto and acknowledged by the TLA and Revolver Administrative Agent (“**Amendment No. 2**”).

WHEREAS, in connection with Amendment No. 2 the Grantor has executed and delivered that certain Reaffirmation of Pledge and Security Agreements, dated as of the date hereof, (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Reaffirmation of Pledge and Security Agreements**”), by and among the Grantor, the other Pledgors party thereto, the Administrative Agents and the Collateral Agent, and 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 Supplemental IP Security Agreement for recording with the USPTO, the United States Copyright Office and the EUIPO, and

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 Designs set forth in Schedule A hereto;
- (ii) the Patents set forth in Schedule B hereto;
- (iii) the Trademarks set forth in Schedule C 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;
- (iv) the Copyrights set forth in Schedule D hereto; and
- (v) 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 Supplemental 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, 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 Supplemental IP Security Agreement.

SECTION 4. Counterparts. This Supplemental 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 Supplemental 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 Supplemental 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 SUPPLEMENTAL IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SUPPLEMENTAL 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 Supplemental IP Security Agreement.

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

HSBC Bank USA

By: [Signature]

Name: Arin Bern

Title: VP

Tumi, Inc.

By: _____

Name:

Title:

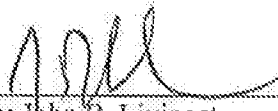
[Signature Page to Supplemental IP Security Agreement]

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

HSBC Bank USA

Tumi, Inc.

By: _____
Name:
Title:

By: 
Name: John B. Livingston
Title: Secretary

[Signature Page to Supplemental IP Security Agreement]

Schedule A

Tumi, Inc. - Designs



COUNTRY	TITLE	APPLN. NO.	FILING DATE	LOCAL FILING DATE	DESIGN REG. NO.	ISSUE DATE
European Union	Luggage (Ashton FI19 Luggage)	006607552-0001	Jul 3, 2019		006607552-0001	Jul 3, 2019
European Union	Luggage (Ashton FI19 Luggage)	006607552-0002	Jul 3, 2019		006607552-0002	Jul 3, 2019
European Union	Luggage (Ashton FI19 Luggage)	006607552-0003	Jul 3, 2019		006607552-0003	Jul 3, 2019
European Union	Briefcase (Ashton FI19 Briefcase)	006607552-0004	Jul 3, 2019		006607552-0004	Jul 3, 2019
European Union	Briefcase (Ashton FI19 Briefcase)	006607552-0005	Jul 3, 2019		006607552-0005	Jul 3, 2019
European Union	Luggage (Tegra Lite Max FI19)	006607552-0006	Jul 3, 2019		006607552-0006	Jul 3, 2019
European Union	Luggage (Tegra Lite Max FI19)	006607552-0007	Jul 3, 2019		006607552-0007	Jul 3, 2019
European Union	Luggage (Tegra Lite Max FI19)	006607552-0008	Jul 3, 2019		006607552-0008	Jul 3, 2019
European Union	Luggage (V4 FI19)	006607552-0009	Jul 3, 2019		006607552-0009	Jul 3, 2019
European Union	Luggage (V4 FI19)	006607552-0010	Jul 3, 2019		006607552-0010	Jul 3, 2019
European Union	Luggage (V4 FI19)	006607552-0011	Jul 3, 2019		006607552-0011	Jul 3, 2019
European Union	V4 WITH FRONT POCKET	007341128-0001	Dec 5, 2019		007341128-0001	
United States of America	Luggage (Alpha 3 Luggage)	29/654,009	Jun 20, 2018			

COUNTRY	TITLE	APPLN. NO.	FILING DATE	LOCAL FILING DATE	DESIGN REG. NO.	ISSUE DATE
United States of America	Luggage (Arrive 3 Luggage)	29/654,013	Jun 20, 2018			
United States of America	Backpack (Arrive 3 Backpack)	29/654,017	Jun 20, 2018			
United States of America	Briefcase (Arrive 3 Brief)	29/654,022	Jun 20, 2018			
United States of America	Luggage (Ashton FI19 Luggage)	29/675,550	Jan 3, 2019			
United States of America	Briefcase (Ashton FI19 Briefcase)	29/675,552	Jan 3, 2019			
United States of America	Luggage (Tegra Lite Max FI19)	29/675,559	Jan 3, 2019			
United States of America	Luggage (V4 FI19)	29/675,568	Jan 3, 2019			
United States of America	V4 WITH FRONT POCKET	29/694,042	Jun 6, 2019			

Tumi, Inc. – Patents

COUNTRY	TITLE	APPLN. NO.	FILING DATE	LOCAL FILING DATE	PATENT NO.	ISSUE DATE
United States of America	MODULAR SUITCASE FRAME (ALPHA 2 X-FRAME/TEGRALITE MAX X-FRAME)	16/774,779	Jan 28, 2020			
United States of America	REPOSITIONABLE COMPARTMENT (Tahoe FL20)	62/941,438	Nov 27, 2019			

Tumi, Inc. -Trademarks

COUNTRY	TRADEMARK	MARK IMAGE	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
European Union	ALPHA BRAVO		<i>Not yet issued</i>	Jan 6, 2020		
European Union	ARRIVE		<i>Not yet issued</i>	Jan 8, 2020		
European Union	TUMI (Stylized Logo)		1422244	Nov 27, 2019		
European Union	TUMI		1431070	Nov 26, 2019		
United States of America	TUMI (Stylized Logo)		88/755,096	Jan 10, 2020		
United States of America	TUMI LATITUDE		88/728,547	Dec 16, 2019		
United States of America	TUMI		88/711,589 ¹	Dec 2, 2019		
United States of America	ARRIVE		88/508,055	Jul 10, 2019		
United States of America	ALPHA BRAVO		88/508,043	Jul 10, 2019		
United States of America	TUMI		87/659316	25-OCT-2017	5662632	22-JAN-2019
United States of America	TUMI		87/659342	25-OCT-2017	5662633	22-JAN-2019
United States of America	SRPP BALLISTIC		87/356302	02-MAR-2017	5789916	25-JUN-2019

¹ Pertains to Class 028 only.