

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Samsonite IP Holdings S.à r.l.		05/11/2020	Private Limited Liability Company: LUXEMBOURG
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: 4			
Property Type	Number	Word Mark	
Serial Number:	87600245	SPECK	
Serial Number:	87600266	SPECK	
Serial Number:	87600295		
Serial Number:	87978642	SPECK	
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/		
DATE SIGNED:	05/29/2020		
Total Attachments: 13			

OP \$115.00 87600245

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT
(May 11, 2020- Supplement to August 1, 2016 Agreement Schedules)

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**Supplemental IP Security Agreement**”) dated May 11, 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**”), 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 Original 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) that certain Amendment No. 2 to Amended and Restated Credit and Guaranty Agreement, dated as of March 16, 2020, (iii) that certain Amendment No. 3 to Amended and Restated Credit and Guaranty Agreement, dated as of April 29, 2020, and (iv) that certain Amendment No. 4 to Amended and Restated Credit and Guaranty Agreement, dated as of May 7, 2020, and as further 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 executed and delivered that certain Intellectual Property Security Agreement, dated as of August 1, 2016 (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Security Agreement**”), by and among the Grantor, the other Pledgors party thereto, the Original Administrative Agents and the Original Collateral Agent,

WHEREAS, in connection with that certain Reaffirmation of Pledge and Security Agreements, dated as of April 25, 2018 (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, the CIPO 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 CIPO, 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

Samsonite IP Holdings S.à r. l.

By: _____
Name:
Title:

By: 
Name: *John B. Livingston*
Title: *Director*

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

Samsonite IP Holdings S.à r. l.

By: Anna Lo Piccolo

By: _____

Name: Anna LoPiccolo

Name:

Title: Director, Head of Loan Agency

Title:

[Signature Page to Supplemental IP Security Agreement]

TRADEMARK
REEL: 006948 FRAME: 0937

Schedule A

Samsonite IP Holdings - Designs

COUNTRY	TITLE	APPLN. NO.	DATE FILED	LOCAL DATE FILED	PATENT NUMBER	GRANT DATE
Canada	Luggage (ECO-Glide Design Suitcase (ECHO/New Ellipsis Frame/SoLyte/LiteAir/ECO-Spin) (Full Case) ECO-REV in Europe))	187614	May 31, 2018		187614	Jun 26, 2019
Canada	Luggage Article With an External Compartment (Smarttop/Ultimate Cabin Hybrid (UCH)	3002737	Oct 21, 2016			
Canada	ROXKIN (Biaxially Oriented Polypro (BOPP) Material 2016)	3056315	Mar 15, 2018			
European Community	DES American Tourister Tribus-Assigned EM 2H2019	0032435340001	Jun 27, 2016		0032435340001	Jun 27, 2016
European Community	AT Linex (ITP Assignment)	0045308220001	Dec 01, 2017		0045308220001	Dec 01, 2017
European Community	American Tourister TRIANGOLO (Triangle Pop)	0052321050001	Apr 18, 2018		0052321050001	Apr 12, 2018
European Community	ZIGO - Duffle on Wheels	0052449020001	Apr 23, 2018		0052449020001	Apr 23, 2018

[Signature Page to Supplemental IP Security Agreement]

Samsonite IP Holdings S.à r.l. - Designs
for the Speculative Product Design LLC Business Unit

None.

Schedule B

Samsonite IP Holdings S.à r.l. – Patents

None.

Samsonite IP Holdings S.à r.l. - Patents
for the Speculative Product Design LLC Business Unit

None.

Schedule C

Samsonite IP Holdings S.à r.l. – Trademarks

COUNTRY	TRADEMARK	MARK IMAGE	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
European Community	ROXKIN		018042535	Mar 28, 2019	0180425 35	Aug 21, 2019

Samsonite IP Holdings S.à r.l. – Trademarks
for the Speculative Product Design LLC Business Unit

COUNTRY	TRADEMARK	MARK IMAGE	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
United States of America	SPECK		87600245	Sep 07, 2017	6042970	Apr 28, 2020
United States of America	SPECK & Design (asterisk)	(*) speck	87600266	Sep 07, 2017	6042971	Apr 28, 2020
United States of America	Miscellaneous Design (Speck asterisk)	(*)	87600295	Sep 07, 2017	6042972	Apr 28, 2020
United States of America	SPECK & Design (asterisk)	(*) speck	87978642	Sep 07, 2017	5603409	Nov 06, 2018

Schedule D

Samsonite IP Holdings S.à r.l. - Copyrights

None.

Samsonite IP Holdings S.à r.l. – Copyrights
for the Speculative Product Design LLC Business Unit

None.