

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657362

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.		06/21/2021	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: 1			
Property Type	Number	Word Mark	
Serial Number:	88533770	LOOT LOCK	
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:	07/01/2021		
Total Attachments: 17			
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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT
(June 21, 2021 - Supplement to August 1, 2016 Agreement Schedules)

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**Supplemental IP Security Agreement**”) dated June 21, 2021, 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, (iv) that certain Amendment No. 4 to Amended and Restated Credit and Guaranty Agreement, dated as of May 7, 2020, (v) that certain Amendment No. 5 to Amended and Restated Credit and Guaranty Agreement, dated as of June 7, 2021, and (vi) that certain Amendment No. 6 (as defined below), 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 Short Form 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; and

WHEREAS, reference is made to that certain Amendment No. 6 to Amended and Restated Credit and Guaranty Agreement, dated as of June 21, 2021, 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 TLB Administrative Agent (“**Amendment No. 6**”); and

WHEREAS, in connection with Amendment No. 6 the Grantor has executed and delivered that certain Reaffirmation of Pledge and Security Agreements, dated as of June 21, 2021 (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.

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: Anna LoPiccolo
Name: Anna LoPiccolo
Title: Director - Head of Loan agency

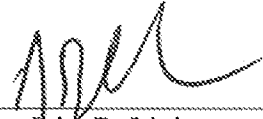
By: _____
Name:
Title:

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

[Signature Page to Supplemental IP Security Agreement]

Schedule A

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

COUNTRY	TITLE	APPL. NO.	FILING DATE	DESIGN REG. NO.	ISSUE DATE	APPLICANT	ASSIGNEE NAME
Canada	DES Nuon (Neo Neopulse) Full Case 2H2019	196327	Jun 17, 2020				
Canada	DES D'LITE (Blite Revival)	198270	Sep 18, 2020				
European Union	DES EVOA SS	007762786-0001	Mar 20, 2020	007762786-0001	Mar 20, 2020		
European Union	DES D'LITE (Blite Revival)	007762786-0002	Mar 20, 2020	007762786-0002	Mar 20, 2020		
European Union	DES Spectrolite 3 Travel Spinner	007762786-0003	Mar 20, 2020	007762786-0003	Mar 20, 2020		
European Union	DES Spectrolite 3 Travel Duffle on Wheels	007762786-0004	Mar 20, 2020	007762786-0004	Mar 20, 2020		
European Union	DES Google Jacquard Backpack 1 2H2019	007983200-0001	Jun 3, 2020	007983200-0001	Jun 3, 2020		
European Union	DES Google Jacquard Backpack 2 2H2019	007983200-0002	Jun 3, 2020	007983200-0002	Jun 3, 2020		
European Union	DES American Tourister Activair	007983200-0003	Jun 3, 2020	007983200-0003	Jun 3, 2020		
European Union	American Tourister Summer Hit (PP Entry)	007983200-0004	Jun 3, 2020	007983200-0004	Jun 3, 2020		
European Union	DES American Tourister Flystripe	007983200-0005	Jun 3, 2020	007983200-0005	Jun 3, 2020		
European Union	DES American Tourister Skydrifter	008027007-0001	Jul 1, 2020	008027007-0001	Jul 1, 2020		

COUNTRY	TITLE	APPL. NO.	FILING DATE	DESIGN REG. NO.	ISSUE DATE	APPLICANT	ASSIGNEE NAME
European Union	DES Quadrix	008027007-0002	Jul 1, 2020	008027007-0002	Jul 1, 2020		
European Union	DES American Tourister Hello Cabin (PP Front Loader) (Full case front pocket dashed)	008060792-0001	Jul 31, 2020	008060792-0001	Jul 31, 2020		
European Union	DES American Tourister Hello Cabin (PP Front Loader) (Soft front pocket)	008060792-0002	Jul 31, 2020	008060792-0002	Jul 31, 2020		
European Union	DES American Tourister Hello Cabin (PP Front Loader) (front pocket coated)	008060792-0003	Jul 31, 2020	008060792-0003	Jul 31, 2020		
European Union	DES American Tourister Hello Cabin (PP Front Loader) (front pocket silk)	008060792-0004	Jul 31, 2020	008060792-0004	Jul 31, 2020		
European Union	DES Quadrix SP68	008060792-0005	Jul 31, 2020	008060792-0005	Jul 31, 2020		
European Union	DES Neopod Back Pouch (Slide out pouch)	008274054-0001	Nov 17, 2020	008274054-0001	Nov 17, 2020		
European Union	DES Neopod Without Back Pouch	008274054-0002	Nov 17, 2020	008274054-0002	Nov 17, 2020		
European Union	DES Neopod Front Pocket (Easy Access)	008274054-0003	Nov 17, 2020	008274054-0003	Nov 17, 2020		
European Union	DES American Tourister Novastream	008274054-0004	Nov 17, 2020	008274054-0004	Nov 17, 2020		
European Union	DES Upscape (Litescape)	008274054-0005	Nov 17, 2020	008274054-0005	Nov 17, 2020		

COUNTRY	TITLE	APPL. NO.	FILING DATE	DESIGN REG. NO.	ISSUE DATE	APPLICANT	ASSIGNEE NAME
European Union	DES American Tourister Novastream Front Loader	008274054-0006	Nov 17, 2020	008274054-0006	Nov 17, 2020		
European Union	DES Hydration Reservoir (Gregory 3D Hydro Trek (Backpacking Reservoir (S21 Hydration Reservoir))	008482947-0001	Mar 31, 2021	008482947-0001	Mar 31, 2021		
European Union	DES Hydration Reservoir (Gregory 3D Hydro Trek (Backpacking Reservoir (S21 Hydration Reservoir))	008482947-0002	Mar 31, 2021	008482947-0002	Mar 31, 2021		
European Union	DES Hydration Reservoir (Gregory 3D Hydro Trek (Backpacking Reservoir (S21 Hydration Reservoir))	008482947-0003	Mar 31, 2021	008482947-0003	Mar 31, 2021		
European Union	DES PARADIVER Facelift ECO Backpack	008484331-0001	Mar 31, 2021	008484331-0001	Mar 31, 2021		
European Union	DES PARADIVER Facelift ECO Duffle on Wheels 55 Cabin Format	008484331-0002	Mar 31, 2021	008484331-0002	Mar 31, 2021		
European Union	DES PARADIVER Facelift ECO Duffle on Wheels 55 Double Frame	008484331-0003	Mar 31, 2021	008484331-0003	Mar 31, 2021		
United States of America	DES Nuon (Neo Neopulse) Full Case 2H2019	29/738,551	Jun 18, 2020				Samsonite IP Holdings S.à r.l.

COUNTRY	TITLE	APPL. NO.	FILING DATE	DESIGN REG. NO.	ISSUE DATE	APPLICANT	ASSIGNEE NAME
United States of America	DES Hydration Reservoir (Gregory 3D Hydro Trek (Backpacking Reservoir (S21 Hydration Reservoir))	29/753,747	Oct 1, 2020				Samsonite IP Holdings S.à r.l.
United States of America	American Tourister Hello Cabin (PP Front Loader) (Full case front pocket dashed)	29/768,208	Jan 28, 2021				Samsonite IP Holdings S.à r.l.
United States of America	DES Outline Pro Spinner	29/776,893	Apr 1, 2021				

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

COUNTRY	TITLE	APPL. NO.	FILING DATE	DESIGN REG. NO.	ISSUE DATE	APPLICANT	ASSIGNEE NAME
Canada	Outer Covering for Earbud Case (ClickFlip for Air Pods)	200592	Jan 15, 2021				
European Union	Case for an Electronic Device	008028427-0001	Jul 1, 2020	008028427-0001	Jul 1, 2020		
European Union	Case for an Electronic Device	008028427-0002	Jul 1, 2020	008028427-0002	Jul 1, 2020		
European Union	Electronic Case With Handle (CASE-E Voyager) (Embodiment 1 FIGS. 1-8)	008327860-0001	Dec 17, 2020	008327860-0001	Dec 17, 2020		
European Union	Electronic Case With Handle (CASE-E Voyager) (Embodiment 2 FIGS. 9-16)	008327860-0002	Dec 17, 2020	008327860-0002	Dec 17, 2020		
European Union	Electronic Case With Handle (CASE-E Voyager) (Embodiment 3 FIGS. 17-23)	008327860-0003	Dec 17, 2020	008327860-0003	Dec 17, 2020		
European Union	Outer Covering for Earbud Case (ClickFlip for Air Pods) (Figs. 9-16)	008403919-0001	Jan 15, 2021	008403919-0001	Jan 15, 2021		
European Union	Outer Covering for Earbud Case (ClickFlip for Air Pods)	008403919-0002	Jan 15, 2021	008403919-0002	Jan 15, 2021		
European Union	Outer Covering for Earbud Case (ClickFlip for Air Pods)	008403919-0003	Jan 15, 2021	008403919-0003	Jan 15, 2021		

COUNTRY	TITLE	APPL. NO.	FILING DATE	DESIGN REG. NO.	ISSUE DATE	APPLICANT	ASSIGNEE NAME
European Union	Outer Covering for Earbud Case (ClickFlip for Air Pods)	008403919-0004	Jan 15, 2021	008403919-0004	Jan 15, 2021		
United States of America	Case for an Electronic Device	29/651,114	Apr 29, 2020				Samsonite IP Holdings S.à.r.l.
United States of America	Case For an Electronic Device (Perfect Clear Impact Geometry Case)	29/738,785	Jun 19, 2020				Speculative Product Design, LLC
United States of America	Electronic Case With Handle (CASE-E Voyager)	29/739,557	Jun 26, 2020				Speculative Product Design, LLC
United States of America	Outer Covering for Earbud Case (ClickFlip for Air Pods)	29/743,050	Jul 17, 2020				
United States of America	Case For an Electronic Device (D-MightySlab)	29/747,344	Aug 21, 2020				
United States of America	Case for an Electronic Device (D-Presidio2 Pro Grip (2021))	29/779,377	Apr 19, 2021				

Schedule B

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

COUNTRY	TITLE	APPLN. NO.	FILING DATE	LOCAL FILING DATE	PATENT NO	ISSUE DATE	APPLICANT	ASSIGNEE NAME
Canada	Lateral Vertical Split Suitcase (Ergolite)	3102867	Jun 13, 2018	Dec 7, 2020				
United States of America	Luggage Frame (Litesphere / 72hr case / Shortlite Frame Structure)	17/063,409	Oct 5, 2020				Samsonite IP Holdings S.à r.l.	Samsonite IP Holdings S.à r.l.
United States of America	Luggage Article with Loop-Shaped Wheel Bracket (C-Shaped Wheel Bracket)	17/131,992	Dec 23, 2020				Samsonite IP Holdings S.à r.l.	Samsonite IP Holdings S.à r.l.
United States of America	Lateral Vertical Split Suitcase (Ergolite)	17/251,893	Jun 13, 2018	Dec 14, 2020			Samsonite IP Holdings S.à r.l.	
United States of America	UTIL Mounted Hook on Hardside Case (Add a Bag Hook)	63/182,580	Apr 30, 2021				Samsonite IP Holdings S.à r.l.	



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

for the Speculative Product Design LLC Business Unit

COUNTRY	TITLE	APPLN. NO.	FILING DATE	LOCAL FILING DATE	PATENT NO	ISSUE DATE	APPLICANT	ASSIGNEE NAME
United States of America	Holder For Mobile Electronic Device (Case.E)	16/914,051	Jun 26, 2020				Samsonite IP Holdings S.à.r.l	
United States of America	Mobile Device Case With Bonded Soft Resin Insert and Shell (Presidio2 Armor Cloud)	17/081,448	Oct 27, 2020				Samsonite IP Holdings S.a r.l.	
United States of America	Protective Outer Case, Especially for Portable Audio Device Systems (Presidio ClickFlip)	17/109,789	Dec 2, 2020				Samsonite IP Holdings S.à.r.l	Samsonite IP Holdings S.à.r.l
United States of America	Protective Outer Case With Collar, Especially For Portable Audio Device Systems (ClickFlip for Airpods)	63/053,295	Jul 17, 2020				Samsonite IP Holdings S.à r.l.	Speculative Product Design, LLC
United States of America	Outer Case For A Foldable Mobile Device	63/117,161	Nov 23, 2020				Samsonite IP Holdings S.à r.l.	

Schedule C

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

COUNTRY	TRADEMARK	MARK IMAGE	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
European Union	LARK		018257146	Jun 18, 2020	018257146	Oct 7, 2020	Samsonite IP Holdings S.à r.l.
European Union	OUTLAB		018434907	Mar 23, 2021			Samsonite IP Holdings S.à r.l.
United States of America	Miscellaneous Design (Symbol)		1444558	Sep 16, 2020			Samsonite IP Holdings S.à r.l.
United States of America	AMERICAN TOURISTER SINCE 1933 & Design (Stylized Simple Stacked)		1582349	Mar 16, 2021			Samsonite IP Holdings S.à r.l.


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	OWNER
European Union	SPECKPRODUCTS		18380870	Jan 21, 2021			Samsonite IP Holdings S.à r.l.
United States of America ¹	SPECKPRODUCTS			Mar 3, 2021			Samsonite IP Holdings S.à r.l.

Samsonite IP Holdings S.à r.l. – Trademark Application (based on 1(b))
Statement of Use Filed 25 April 2020 to 25 April 2021

for the Speculative Product Design LLC Business Unit

COUNTRY	TRADEMARK	MARK IMAGE	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
United States of America	LOOT LOCK & Design		88/533,770	Jul 24, 2019	6,165,322	Sep 29, 2020	Samsonite IP Holdings S.à r.l.

¹ This application is a subsequent designation off an International Registration recently filed and no application number has issued.

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.