

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836385

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.		06/21/2023	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:	97837642	CHESAPEAKE	
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:	3036293400		
Email:	reichel.nicole@dorsey.com		
Correspondent Name:	Charlene M. Krogh; 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:	Charlene M. Krogh		
SIGNATURE:	/CMK2112/		
DATE SIGNED:	09/01/2023		
Total Attachments: 8			
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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

(June 21, 2023 – Supplement to August 1, 2016 Agreement Schedules)

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Supplemental IP Security Agreement**”), dated as of the date hereof, 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 Credit Agreement (as defined below).

WHEREAS, reference is made to that certain Second Amended and Restated Credit and Guaranty Agreement, dated as of June 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), 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 et 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**”), HSBC Bank PLC as Sub-Collateral Agent and JPMorgan Chase Bank, 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**”).

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, in connection with Credit Agreement, 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.

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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 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 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 hereby acknowledges and confirms 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.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: _____

Name:

Title:

[Handwritten signature]
Name: *Banks*
Title: *VP*

SAMSONITE IP HOLDINGS S.À R.L.,
as Grantor

By: _____

Name:

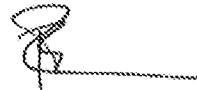
Title:

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, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: _____
Name:
Title:

SAMSONITE IP HOLDINGS S.À R.L.,
as Grantor

By:  _____
Name: Reza Taleghani
Title: Director



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

COUNTRY	TITLE	FILING DATE	APPLN. NO	DESIGN REG. NO.	ISSUE DATE	OWNER
United States of America	DES Gregory Hydro Reservoir 2L 2022 (Gregory S23 Hydration Development)	May 31, 2022	29840578			Samsonite IP Holdings S.à r.l.
United States of America	DES ESSENS (PP23-3 Point Lock) Hardside Spinner	Aug 25, 2022	29851016			Samsonite IP Holdings S.à r.l.
United States of America	DES American Tourister AEROSTEP (HERO PP 2022)	Sep 29, 2022	29855009			Samsonite IP Holdings S.à r.l.
United States of America	DES MAJOR-LITE (RENAISSANCE / NEW ICONIC) Hardside Spinner	Sep 29, 2022	29855046			Samsonite IP Holdings S.à r.l.
United States of America	DES American Tourister CURIO Book Opening HS Spinner	Nov 28, 2022	29861174			Samsonite IP Holdings S.à r.l.
United States of America	DES Neopulse Easy Access Spinner	Nov 28, 2022	29861186			Samsonite IP Holdings S.à r.l.
United States of America	DES INTUO (PP zip (PP zip Made in Europe))	Nov 28, 2022	29861197			Samsonite IP Holdings S.à r.l.
United States of America	DES DYE-NAMIC Backpack	Dec 12, 2022	29862669			Samsonite IP Holdings S.à r.l.
United States of America	DES XBR2 Backpack	Dec 12, 2022	29862672			Samsonite IP Holdings S.à r.l.
United States of America	DES XBR2 Bail Handle	Dec 12, 2022	29862678			Samsonite IP Holdings S.à r.l.
United States of America	DES American Tourister Freeform Drum Master Spinner	Feb 24, 2023	29885473			Samsonite IP Holdings S.à r.l.
United States of America	DES American Tourister Freeform Drum Master Duffle Bag (Rollio in Asia)	Feb 24, 2023	29885471			Samsonite IP Holdings S.à r.l.
United States of America	DES EVOA Z HS Spinner	Feb 24, 2023	29885459			Samsonite IP Holdings S.à r.l.
United States of America	DES Samsonite RED x Butter HS Spinner	Feb 27, 2023	29885571			Samsonite IP Holdings S.à r.l.
United States of America	DES American Tourister Colorlite II (Tidal / Sandy Shores) Hardside Spinner	Mar 30, 2023	29888325			Samsonite IP Holdings S.à r.l.
United States of America	DES American Tourister LIFTOFF Hardside Spinner (PP Slope)	May 8, 2023	29891556			Samsonite IP Holdings S.à r.l.

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

COUNTRY	TITLE	APPLN NO.	FILING DATE	PATENT NO	ISSUE DATE	OWNER
Canada	UTTL Zipper with Integrated Visible Expansion / Integrated Zipper Cover	3171366	Aug 25, 2022			Samsonite IP Holdings S.à r.l.
Canada	UTTL ID Tag Magnetically Mounted in Shell Recess (Stryde)	3179591	Oct 21, 2022			Samsonite IP Holdings S.à r.l.
United States of America	UTTL Zipper with Integrated Visible Expansion / Integrated Zipper Cover	17895214	Aug 25, 2022			Samsonite IP Holdings S.à r.l.
United States of America	UTTL Luggage Case with Attachment Feature (Trolley Hook)	18077146	Dec 7, 2022			Samsonite IP Holdings S.à r.l.
United States of America	UTTL Mounted Hook on a Hardside Case (Side Hook)	18077150	Dec 7, 2022			Samsonite IP Holdings S.à r.l.
United States of America	UTTL American Tourister Double Expansion HS Spinner	18126266	Mar 24, 2023			Samsonite IP Holdings S.à r.l.

Schedule C
Samsonite IP Holdings S.à r.l.—Trademarks

COUNTRY	MARK	IMAGE	DATE FILED	APPLN NO.	REG DATE	REG NO.	OWNER
Canada	GREGORY & Design (Triangles Logo)		Dec 13, 2022	2237048			Samsonite IP Holdings S.à r.l.
Canada	GREGORY MOUNTAIN PRODUCTS		May 12, 2023				Samsonite IP Holdings S.à r.l.
European Union	PACKFIX		Jul 25, 2022	018737842			Samsonite IP Holdings S.à r.l.
European Union	GREGORY MOUNTAIN PRODUCTS		Feb 6, 2023	018832661			Samsonite IP Holdings S.à r.l.
United States	CHESAPEAKE		Mar 14, 2023	97837642			Samsonite IP Holdings S.à r.l.
International	GREGORY & Design (Triangles Logo)		Dec 13, 2022	1655630			Samsonite IP Holdings S.à r.l.
United States	GREGORY MOUNTAIN PRODUCTS		May 12, 2023				Samsonite IP Holdings S.à r.l.

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

None.

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