

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRAVELPRO PRODUCTS, INC.		10/24/2023	Corporation: DELAWARE
TRAVELPRO BSI, INC.		10/24/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as ABL Agent		
Street Address:	340 Madison Avenue		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 69			
Property Type	Number	Word Mark	
Registration Number:	2776276	AIRBORNE	
Registration Number:	2809451	ANTHEM	
Registration Number:	3634876	ATLANTIC	
Registration Number:	3457487	ATLANTIC	
Registration Number:	3171943	ATLANTIC ALTITUDE	
Registration Number:	3136439	ATLANTIC EXPRESS	
Registration Number:	2434023	ATLANTIC PREFERRED	
Registration Number:	2871907	ATLANTIC SOLSTICE	
Registration Number:	2375983	ATLANTIC ULTRA	
Registration Number:	2406468	BECAUSE LIFE'S A TRIP	
Registration Number:	5672078	BLUESMART	
Registration Number:	5166332	BLUESMART	
Registration Number:	3308838	DURAGUARD	
Registration Number:	989934	ENCORE	
Registration Number:	2203141	ETERNITY	
Registration Number:	5939694	EXPERT	
Registration Number:	2514199	FIT TO FLY	

OP \$1740.00 2776276

Property Type	Number	Word Mark
Registration Number:	6473674	FLIGHTCREW
Registration Number:	2654691	FLIGHTPRO
Registration Number:	693658	GALAXY
Registration Number:	2751448	GATE SAFE
Registration Number:	5786825	GET THE UPGRADE
Registration Number:	3270400	GRAPHITE
Registration Number:	3370228	HYDROGEN
Registration Number:	3110234	INDULGENCE
Registration Number:	1202710	INFINITY
Registration Number:	2458158	INTEGRITY
Registration Number:	7002810	MAGNA
Registration Number:	5098366	MAGNATRAC
Registration Number:	6112309	MAXACCESS CUBES
Registration Number:	3817492	MAXLITE
Registration Number:	5309239	
Registration Number:	3891474	ODYSSEY
Registration Number:	1858614	OPTIMA
Registration Number:	3149679	OZONE LT
Registration Number:	3202795	PHOENIX
Registration Number:	2562936	PILOT DESIGNED, FLIGHT CREW TESTED
Registration Number:	2084849	PLATINUM
Registration Number:	2742712	PRECEDENCE
Registration Number:	5851591	PRECISIONGLIDE
Registration Number:	1706770	ROLLABOARD
Registration Number:	3509955	ROUNDTRIP
Registration Number:	3146544	RUNWAY
Registration Number:	3873704	SAPPHIRE
Registration Number:	2792014	SKYPRO
Registration Number:	2298838	SYMMETRY
Registration Number:	3823808	THE CHOICE OF FLIGHT CREWS AND FREQUENTTT
Registration Number:	2032813	THE ORIGINAL ROLLABOARD
Registration Number:	5474512	
Registration Number:	2893896	TPRO
Registration Number:	2838959	TRANS GLOBAL
Registration Number:	1919732	TRAVEL ESSENTIALS
Registration Number:	2613904	TRAVEL ESSENTIALS
Registration Number:	2480814	TRAVEL LIKE A PRO
Registration Number:	4606771	TRAVELPRO

Property Type	Number	Word Mark
Registration Number:	1587822	TRAVELPRO
Registration Number:	2829620	TRAVELPRO
Registration Number:	5474516	TRAVELPRO
Registration Number:	5992480	TRAVELPRO ESSENTIALS
Registration Number:	5741565	TRAVELPRO ID THEFTBLOCK
Registration Number:	5699354	TRAVELPRO QUICKSLIP
Registration Number:	1508133	TRI-FOLD
Registration Number:	5916485	VERSAPACK
Registration Number:	2926865	VIBE
Registration Number:	2283929	WALKABOUT
Registration Number:	2626063	AIRPRO
Serial Number:	97878172	CHIEF FUN OFFICER
Serial Number:	97450403	ECOFAB
Serial Number:	97748381	AUSTIN HOUSE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: erin.roberson@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Timothy R. O'Brien

SIGNATURE: /Timothy R. O'Brien/

DATE SIGNED: 10/30/2023

Total Attachments: 13

- source=Trademark Order2 95777645#page1.tif
- source=Trademark Order2 95777645#page2.tif
- source=Trademark Order2 95777645#page3.tif
- source=Trademark Order2 95777645#page4.tif
- source=Trademark Order2 95777645#page5.tif
- source=Trademark Order2 95777645#page6.tif
- source=Trademark Order2 95777645#page7.tif
- source=Trademark Order2 95777645#page8.tif
- source=Trademark Order2 95777645#page9.tif
- source=Trademark Order2 95777645#page10.tif
- source=Trademark Order2 95777645#page11.tif
- source=Trademark Order2 95777645#page12.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TRAVELPRO PRODUCTS, INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 24, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association, as ABL Agent

Street Address: 340 Madison Avenue, 11th Floor

City: New York

State: New York

Country: USA Zip: 10173

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached schedule.

See attached schedule.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Docket Number: _____

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

69

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ /s/ Timothy R. O'Brien

October 30, 2023

Signature

Date

Timothy R. O'Brien

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Attachment to Recordation Form Cover Sheet

Additional Conveying Parties:

TRAVELPRO BSI, INC. - a corporation organized under the laws of the State of Delaware

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of PNC Bank, National Association, as ABL Agent and ABL Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**ABL Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of October 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the ABL Agent pursuant to which the Grantors granted a security interest to the ABL Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the ABL Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Obligations, each Grantor hereby pledges to the ABL Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the ABL Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or hereafter owned by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, all registrations thereof, and all registration applications filed in connection therewith, including registration applications filed in the United States Patent and Trademark Office (“**USPTO**”) or the Canadian Intellectual Property Office (“**CIPO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, in whatever form.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the ABL Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the ABL Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION AND AGREEMENT TO COOPERATE

Each Grantor hereby authorizes and requests that the USPTO and the CIPO record this Trademark Security Agreement. Each Grantor agrees to reasonably cooperate with the ABL Agent with respect to any further documents or information needed in order to effectuate the terms of this Agreement, including but not limited to executing any additional documents as reasonably requested by the ABL Agent.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Aggregate Commitments and the payment in full in cash of all Obligations (other than any indemnification obligations not then due). Upon the termination of this Agreement, the ABL Agent shall execute and deliver to the Grantors, at the Grantors’ expense, documents reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

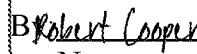
SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

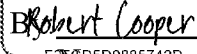
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

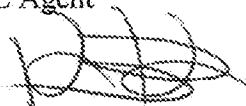
TRAVELPRO PRODUCTS, INC.

DocuSigned by:

Name: Robert Cooper
Title: Chief Executive Officer and President

TRAVELPRO BSI, INC.

DocuSigned by:

Name: Robert Cooper
Title: Chief Executive Officer and President

PNC BANK, NATIONAL ASSOCIATION,
as ABL Agent

By: 
Name: Hossein Nouri
Title: SVP


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008242 FRAME: 0763

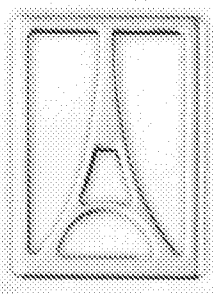
SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT



United States Trademarks

Registered Trademarks and Trademark Applications

Mark	Country	Application No.	Registration No.	Status	Current Owner Of Record
AIRBORNE	US	76245730	2776276	Registered	Travelpro Products, Inc.
ANTHEM	US	78156389	2809451	Registered	Travelpro Products, Inc.
ATLANTIC	US	77607658	3634876	Registered	Travelpro Products, Inc.
ATLANTIC (Word & Design) (2007) 	US	77317102	3457487	Registered	Travelpro Products, Inc.
ATLANTIC ALTITUDE	US	76632006	3171943	Registered	Travelpro Products, Inc.
ATLANTIC EXPRESS	US	78208001	3136439	Registered	Travelpro Products, Inc.
ATLANTIC PREFERRED	US	75606584	2434023	Registered	Travelpro Products, Inc.
ATLANTIC SOLSTICE	US	75606619	2871907	Registered	Travelpro Products, Inc.
ATLANTIC ULTRA	US	75542858	2375983	Registered	Travelpro Products, Inc.
BECAUSE LIFE'S A TRIP	US	75911479	2406468	Registered	Travelpro Products, Inc.
BLUESMART	US	86/984221	5672078	Registered	Travelpro BSI, Inc.
BLUESMART	US	87/142879	5166332	Registered	Travelpro BSI, Inc.
DURAGUARD	US	78704052	3308838	Registered	Travelpro Products, Inc.
ENCORE	US	72462628	989934	Registered	Travelpro Products, Inc.
ETERNITY	US	75137637	2203141	Registered	Travelpro Products, Inc.
EXPERT	US	88/197234	5939694	Registered	Travelpro Products, Inc.
FIT TO FLY	US	75911347	2514199	Registered	Travelpro Products, Inc.

Mark	Country	Application No.	Registration No.	Status	Current Owner Of Record
FLIGHTCREW	US	87/668162	6473674	Registered	Travelpro Products, Inc.
FLIGHTPRO	US	75737579	2654691	Registered	Travelpro Products, Inc.
GALAXY	US	72066739	693658	Registered	Travelpro Products, Inc.
GATE SAFE	US	78122252	2751448	Registered	Travelpro Products, Inc.
GET THE UPGRADE	US	88/201652	5786825	Registered	Travelpro Products, Inc.
GRAPHITE	US	76648789	3270400	Registered	Travelpro Products, Inc.
HYDROGEN	US	78557912	3370228	Registered	Travelpro Products, Inc.
INDULGENCE	US	78431587	3110234	Registered	Travelpro Products, Inc.
INFINITY	US	73284699	1202710	Registered	Travelpro Products, Inc.
INTEGRITY	US	75681769	2458158	Registered	Travelpro Products, Inc.
MAGNA	US	86761067	7002810	Registered	Travelpro Products, Inc.
MAGNATRAC	US	86758342	5098366	Registered	Travelpro Products, Inc.
MAXACCESS CUBES	US	88/735293	6112309	Registered	Travelpro Products, Inc.
MAXLITE	US	77878876	3817492	Registered	Travelpro Products, Inc.
MISCELLANEOUS DESIGN 	US	87/142876	5309239	Registered	Travelpro BSI, Inc.
ODYSSEY	US	78063624	3891474	Registered	Travelpro Products, Inc.
OPTIMA	US	74453208	1858614	Registered	Travelpro Products, Inc.
OZONE LT	US	78483322	3149679	Registered	Travelpro Products, Inc.
PHOENIX	US	78609080	3202795	Registered	Travelpro Products, Inc.
PILOT DESIGNED, FLIGHT CREW TESTED	US	75911478	2562936	Registered	Travelpro Products, Inc.
PLATINUM	US	75037448	2084849	Registered	Travelpro Products, Inc.
PRECEDENCE	US	76016192	2742712	Registered	Travelpro Products, Inc.

Mark	Country	Application No.	Registration No.	Status	Current Owner Of Record
PRECISIONGLIDE	US	88/339516	5851591	Registered	Travelpro Products, Inc.
ROLLABOARD	US	74170453	1706770	Registered	Travelpro Products, Inc.
ROUNDTRIP	US	78699164	3509955	Registered	Travelpro Products, Inc.
RUNWAY	US	78489180	3146544	Registered	Travelpro Products, Inc.
SAPPHIRE	US	77111475	3873704	Registered	Travelpro Products, Inc.
SKYPRO	US	76231935	2792014	Registered	Travelpro Products, Inc.
SYMMETRY	US	75421829	2298838	Registered	Travelpro Products, Inc.
THE CHOICE OF FLIGHT CREWS AND FREQUENT TRAVELERS	US	77750163	3823808	Registered	Travelpro Products, Inc.
THE ORIGINAL ROLLABOARD	US	74640872	2032813	Registered	Travelpro Products, Inc.
TOWER (Design Only) 	US	87/631909	5474512	Registered	Travelpro Products, Inc.
TPRO	US	78190668	2893896	Registered	Travelpro Products, Inc.
TRANS GLOBAL	US	76245729	2838959	Registered	Travelpro Products, Inc.
TRAVEL ESSENTIALS	US	74433613	1919732	Registered	Travelpro Products, Inc.
TRAVEL ESSENTIALS	US	76033249	2613904	Registered	Travelpro Products, Inc.
TRAVEL LIKE A PRO	US	75856967	2480814	Registered	Travelpro Products, Inc.
TRAVELPRO	US	85982117	4606771	Registered	Travelpro Products, Inc.
TRAVELPRO	US	73812904	1587822	Registered	Travelpro Products, Inc.

Mark	Country	Application No.	Registration No.	Status	Current Owner Of Record
TRAVELPRO and Design (2003) 	US	76509585	2829620	Registered	Travelpro Products, Inc.
TRAVELPRO and Tower Design (2017) 	US	87/632002	5474516	Registered	Travelpro Products, Inc.
TRAVELPRO ESSENTIALS	US	88/322544	5992480	Registered	Travelpro Products, Inc.
TRAVELPRO ID THEFTBLOCK	US	87/956527	5741565	Registered	Travelpro Products, Inc.
TRAVELPRO QUICKSLIP	US	87/956574	5699354	Registered	Travelpro Products, Inc.
TRI-FOLD	US	73712731	1508133	Registered	Travelpro Products, Inc.
VERSAPACK	US	88/197171	5916485	Registered	Travelpro Products, Inc.
VIBE	US	78177951	2926865	Registered	Travelpro Products, Inc.
WALKABOUT	US	75384922	2283929	Registered	Travelpro Products, Inc.
AIRPRO	US	76084304	2626063	Registered	Travelpro Products, Inc.
CHIEF FUN OFFICER	US	97878172		Pending	Travelpro Products, Inc.
ECOFAB	US	97450403		Pending	Travelpro Products, Inc.
AUSTIN HOUSE	US	97748381		Pending	Travelpro Products, Inc.

Canadian Trademarks

Registered Trademarks and Trademark Applications

Mark	Country	Application No.	Registration No.	Status	Current Owner Of Record
ATLANTIC	Canada	1403984	TMA753382	Registered	Travelpro Products, Inc.
ATLANTIC (Word & Design) (1987)	Canada	0637894	TMA390440	Registered	Travelpro Products, Inc.
ATLANTIC (Word & Design) (2007) 	Canada	1330619	TMA710206	Registered	Travelpro Products, Inc.
ATLANTIC ULTRA	Canada	1486282	TMA826277	Registered	Travelpro Products, Inc.
AUSTIN HOUSE (Word & Design) (2000) 	Canada	1044349	TMA551309	Registered	Travelpro Products, Inc.
BLUESMART	Canada	1737793	TMA1006081	Registered	Travelpro BSI, Inc.
DURAGUARD	Canada	1929760	TMA1137067	Registered	Travelpro Products, Inc.
INFINITY	Canada	1248816	TMA658700	Registered	Travelpro Products, Inc.
LE CHOIX DES MEMBERS D'EQUIPAGE ET DES VOYAGEURS FREQUENTS	Canada	1922000	TMA1128681	Registered	Travelpro Products, Inc.
MAGNATRAC	Canada	1748232	TMA991656	Registered	Travelpro Products, Inc.
MAXLITE	Canada	1460133	TMA829128	Registered	Travelpro Products, Inc.
NECK SAFE	Canada	0680594	TMA421802	Registered	Travelpro Products, Inc.
ODYSSEY	Canada	0720931	TMA426740	Registered	Travelpro Products, Inc.
PLATINUM	Canada	1929774	TMA1115332	Registered	Travelpro Products, Inc.
PRECISIONGLIDE	Canada	1951751		Pending	Travelpro Products, Inc.
THE CHOICE OF FLIGHT CREWS AND FREQUENT TRAVELERS	Canada	1921998	TMA1128680	Registered	Travelpro Products, Inc.
TRAVEL ESSENTIALS	Canada	0680582	TMA407147	Registered	Travelpro Products, Inc.
TRAVELPRO	Canada	1591113	TMA873200	Registered	Travelpro Products, Inc.

Mark	Country	Application No.	Registration No.	Status	Current Owner Of Record
TRAVELPRO and Design (2003)	Canada	1193817	TMA650830	Registered	Travelpro Products, Inc.
TRAVELPRO ESSENTIALS	Canada	1946984	TMA1126096	Registered	Travelpro Products, Inc.
TRAVELPRO ID THEFTBLOCK	Canada	1929752	TMA1137063	Registered	Travelpro Products, Inc.
TRAVELPRO QUICKSLIP	Canada	1929756	TMA1137065	Registered	Travelpro Products, Inc.
WAIST SAFE	Canada	0680596	TMA421803	Registered	Travelpro Products, Inc.
ECOFAB	Canada	2225903		Pending	Travelpro Products, Inc.