12-8-00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

12-26-2000

101560764

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

[X] New

[ ] Resubmission (Non-Recordation)
Document ID #

[ ] Correction of PTO Error
Reel # Frame #

[ ] Corrective Document
Reel # Frame #

Conveyance Type

[ ] Assignment [ ] License

[X] Security Agreement [ ] Nunc Pro Tunc Assignment

[ ] Merger

Effective Date
Month Day Year
11 30 2000

[ ] Change of Name

[ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11 30 2000

Name: Tumi, Inc.

Formerly:

2201151

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: New Jersey

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: PNC BANK, National Association, as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): Two Tower Center Boulevard

Address (line 2):

Address (line 3): East Brunswick (City) New Jersey (State/Country) 08816 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [X] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: New Jersey

12/22/2000 MTHAI1 00000188 2201151

01 FC:481 40.00 OP
02 FC:482 175.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (732) 855-6026

Name Christine M. Rigney, Esq.

Address (line 1) c/o Wilentz, Goldman & Spitzer

Address (line 2) 90 Woodbridge Center Drive, Suite 900

Address (line 3) Woodbridge, New Jersey 07095

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 9

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			2,201,151	2,186,760	1,924,628
			1,775,215	1,356,646	1,219,984
			2,179,161	1,689,565	

Number of Properties

Enter the total number of properties involved. # 8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 215.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing	Signature	Date Signed
Christine M. Rigney, Esq.	Christine M. Rigney	12-05-2000

Attorney for Receiving Party
PNC Bank, National Association, as Agent

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS is made on the 30th day of November, 2000 by and among TUMI, INC., a corporation of the State of New Jersey , having its principal office at 1001 Durham Avenue, South Plainfield, New Jersey 07080, (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, having an office at Two Tower Center, East Brunswick, New Jersey 08816, as Agent for the Lenders, (the 'Assignee").

WITNESSETH:

WHEREAS, Assignor has executed and delivered its Amended and Restated Revolving Credit, Term Loan and Security Agreement (the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Loan Documents") to the Assignee, and various financial institutions named therein or which hereafter become a party thereto (together with the Assignee collectively, "Lenders") and the Assignee as agent for the Lenders (in such capacity, "Agent") to secure loans by Assignee to Assignor in the aggregate amount of $75,000,000; and

WHEREAS, the Assignor owns the patents and the applications for a United States patent listed on Schedule A ("Patents"), and owns the trademarks listed in Schedule B hereto, along with the good-will of the Assignor to which such trademarks relate (the "Trademarks"); and

WHEREAS, pursuant to the Loan Agreement, the Assignor is required to and has conveyed and granted to Assignee a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to Lenders, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby assign, grant and convey as Collateral to Assignee its right and title to, and a security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) Each of the Patents, which are presently, or in the future may be owned by the Assignor, in whole or in part, as well as all applications for Patents now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time; and

(b) Each of the Trademarks, which are presently, or in the future may be owned by the Assignor, in whole or in part, as the same may be updated hereafter from time to time.

Said assignment, grant, conveyance and security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1) Assignor covenants and warrants that:

(a) it is the true and lawful exclusive owner of all the Patents listed on Schedule A and that said Patents constitute all the Patents registered in the United States Patent and Trademark Office, and applications for United States Patents that the Assignor now owns;

(b) it is the true and lawful exclusive owner of all the Trademarks listed on Schedule B and that said Trademarks constitute all the Trademarks registered in the United States Patent and Trademark Office that the Assignor now owns;

(c) The Assignor agrees on a semi-annual basis to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which the Assignor hereinafter obtains rights. The Assignor further warrants that it is not aware of any third party claim that any of the aspects of the Assignor's present or contemplated business operations infringe or will infringe on any Patent or Trademark. The Assignor grants to Assignee an absolute power of attorney to sign any document which will be required by the United States Patent and Trademark Office in order to record the security interest in the Patents and Trademarks;

(d) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(e) Each of the Patents and Trademarks is valid and enforceable;

(f) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons, other than the assignment to Assignee pursuant to this Agreement;

(g) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(h) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks;

(i) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(j) At its own expense, the Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that Assignor, in the exercise of its reasonable business judgment, deems advisable;

(k) The Assignor hereby agrees not to divest itself of any right under any Trademark and/or Patent, which divestiture could have a material adverse effect on Assignor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and

(l) The Assignor agrees to promptly, upon learning thereof, furnish Assignee in writing all pertinent information available to the Assignor with respect to any infringement or other violation of the Assignor's rights in any Trademark and/or Patent, which infringement or violation could have a material adverse effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement and other Loan Documents (as defined in the Loan Agreement). The Assignor further agrees to prosecute any Persons infringing upon any Trademark and/or Patent to the extent such infringement could have a material adverse affect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement or other Loan Documents.

2) Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's facilities (during normal business hours and upon reasonable notice) which maintain or store products sold under any of the Patents or Trademarks, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Assignee to ensure Assignor's compliance herewith.

3) Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent, such consent not to be unreasonably withheld.

4) If, before the Obligations have been satisfied in full, Assignor shall obtain rights to any new Trademark, or become entitled to the benefit of any trademark application, or any new patentable inventions, or become entitled to the benefit of any patent application or patent for reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.

5) Assignor authorizes Assignee to modify this Agreement by amending Schedules A and B to include any future Patents or Trademarks covered hereby.

6) Unless and until there shall have occurred an Event of Default (as defined in the Loan Agreement), Assignee hereby grants to Assignor the exclusive, limited, nontransferable right and license to use the Patents and Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the limited license granted to Assignor in this paragraph, without the prior written consent of Assignee.

7) Upon and during the occurrence of any Event of Default:

   a) Assignor's limited license hereunder to use the Patents and Trademarks shall terminate forthwith:

   b) Assignee shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or Trademarks may be located; and

   c) Assignee may, in addition to any other remedies which may be available to Assignee, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents or Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents or Trademarks all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents or Trademarks shall be given to Assignor at least five (5) business days before the time of any intended public or private sale or other disposition of the Patents or Trademarks is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Patents or Trademarks sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.

8) At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Assignee shall execute and deliver to Assignor at Assignor's expense all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title in and to the Patents or Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto and in accordance with the terms hereof.

9) Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney fees and legal expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents or Trademarks, in defending or prosecuting any actions or proceedings arising out of or related to the Patents or Trademarks, or in the enforcement by Assignee of any of its rights or remedies under this Agreement, the Loan Agreement or any Loan Document shall be borne and paid by Assignor on demand by Assignee and until so

paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Loan Agreement upon an Event of Default.

10) Assignor shall have the duty, through counsel reasonably acceptable to Assignee, to prosecute diligently any actions for or of the Patents or Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents or Trademarks. Any expenses incurred in connection with the Patents and Trademarks shall be borne by Assignor. The Assignor shall not abandon any Patents or Trademarks without the consent of Lenders, which consent shall not be unreasonably withheld.

11) Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents or Trademarks, in which event Assignee may, if necessary, be joined as a nominal party to such suit if Assignee shall have been satisfied that it is not incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including attorney fees, incurred by Assignee in the fulfillment of the provisions of this paragraph. The obligations of the Assignor under this paragraph shall survive the termination of this Agreement.

12) In the event of the occurrence of a Default or an Event of Default, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Patents or Trademarks, or to grant or issue any exclusive or nonexclusive license under the Patents or Trademarks to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Patents or Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13) If Assignor fails to comply with any of its obligations hereunder, Assignee may do so in Assignor's name or in Assignee's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Assignee in full for all expenses, including reasonable attorney's fees, incurred by Assignee in protecting, defending and maintaining the Patents or Trademarks.

14) No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement, or under any Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15) All of Assignee's rights and remedies with respect to the Patents or Trademarks, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.

16) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.

18) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

20) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW JERSEY IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND ASSIGNEE EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE ACTIONS OF ASSIGNEE. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.

21) This Agreement, the Loan Agreement and the Loan Documents embody the entire agreement and understanding between the Assignor and Assignee and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

STEVEN A. HOLT, Secretary
[SEAL]

TUMI, INC.

BY: _____
LAURENCE FRANKLIN , President

PNC BANK, NATIONAL ASSOCIATION

By: _____
MICHELLE STANLEY-NURSE, Vice President

#1895764 (093193.100)

STATE OF NEW JERSEY :
:SS:
COUNTY OF :

I CERTIFY that on November 30, 2000, LAURENCE FRANKLIN personally came before me and stated under oath to my satisfaction that:

(a) this person is the President of TUMI, INC., the corporation named in this Instrument;
(b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
(c) this person knows the proper seal of the corporation which was affixed to this Instrument;
(d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
November 30, 2000

Joyce M Yunckes

JOYCE M. YUNCKES
Notary Public of New Jersey
My Commission Expires February 28, 2002

STATE OF NEW JERSEY :
:SS:
COUNTY OF :

I CERTIFY that on November 30, 2000, MICHELLE STANLEY-NURSE personally came before me and stated under oath to my satisfaction that:

(a) this person is the Vice President of PNC BANK, a National Association, the corporation named in this Instrument;
(b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
(c) this person knows the proper seal of the corporation which was affixed to this Instrument;
(d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
November 30, 2000

Joyce M Yunckes

JOYCE M. YUNCKES
Notary Public of New Jersey
My Commission Expires February 28, 2002

#1895764 (093193.100)

TRADEMARK
REEL: 002199 FRAME: 0307

SCHEDULE A
(Patents)

ACTIVE PATENTS AND APPLICATIONS OWNED BY TUMI, INC.			
SHORT TITLE	APPLICATION NUMBER & DATE	PATENT NUMBER & DATE	EXPIRATION DATE
ATTACHE CASE (Design)	217,762 07/05/88	D314,668 02/19/91	02/19/05
LUGGAGE HANDLE (Design)	236,775 08/26/88	D319,962 09/17/91	09/17/05
GARMENT BAG	851,842 03/16/92	5,330,049 07/19/94	03/16/12
SNAP HOOK (Design)	031,324 11/22/94	D365,978 01/09/96	01/09/10
ADD-A-BAG HOOK	649,527 05/17/96	5,842,673 12/01/98	05/17/16
HANDLE AND HANDLE BASE FOR LUGGAGE (DESIGN)	29/084,470 03/03/98	D419,853 02/01/00	02/01/14
HANDLE AND HANDLE BASE FOR LUGGAGE (DESIGN)	29/103,330 07/22/99	D424,403 05/09/00	05/09/14
BEZEL FOR LUGGAGE TOWING HANDLE (DESIGN)	29/084,469 03/03/98	D417,134 11/30/99	11/30/13
RELEASABLE LOCK MECHANISM FOR LUGGAGE TOWING HANDLE	09/033,876 03/03/98	6,047,442 04/11/00	03/03/18
WHEEL-A-WAY BACKPACK	09/160,014 09/24/98	5,984,154 11/16/99	09/24/18
BACKPACK (HANDLE ON SHOULDER STRAP)	09/166,629 10/05/98	6,095,389 08/01/00	10/15/18
SECURITY BACKPACK	09/181,017 10/27/98		
COMPUTER CARRYING CASE	09/248,306 02/11/99	6,105,764 08/22/00	02/11/19
HANDLE AND HANDLE BASE FOR LUGGAGE (Design)	29/103,330 04/13/99	D419,853 02/01/00	02/01/14
ADD-A-BAG ASSEMBLY FOR LUGGAGE	09/033,875 03/03/98		03/03/18
D-RING WITH GROMMET	09/420,394 08/18/99		
HANDBAGS AND TOTE BAGS	29/111,875 10/05/99		
EXPANDABLE LUGGAGE	09/433,405 11/03/99		

#1895764 (093193.100)

ACTIVE PATENTS AND APPLICATIONS OWNED BY TUMI, INC.			
SHORT TITLE	APPLICATION NUMBER & DATE	PATENT NUMBER & DATE	EXPIRATION DATE
LUGGAGE ID TAG	09/506,666 02/17/00		

#1895764 (093193.100)

SCHEDULE B
(Trademarks)

ACTIVE TRADEMARK REGISTRATIONS OWNED BY TUMI, INC.			
REGISTERED MARKS	SERIAL NUMBER	REGISTRATION NUMBER & DATE	REGISTRATION CLASS
BRIEF PACK	75-304293	R2201151 11/03/98	09, 18
DAKOTA	74-171203	R1775215 06/08/93	18
DAKOTA METRO	75-139460	R2179161 08/04/98	18
THE SAFE CASE	75-237397	R2186760 09/01/98	09, 18
TUMI	73-525392	R1356646 08/27/85	18
EXCELLENCE BY DESIGN	74-035193	R1689565 05/26/92	18
WHEEL-A-WAY	74-325632	R1924628 10/03/95	18
CASESETTER	73-303974	R1219984 12/14/82	18

#1895764 (093193.100)