

08-24-2001



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8-70-01

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

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
08 16 00

Name BRIGGS & RILEY TRAVELWARE, LLC

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other LIMITED LIABILITY COMPANY

Citizenship/State of Incorporation/Organization NEW YORK

Receiving Party

Mark if additional names of receiving parties attached

Name THE BANK OF NEW YORK

DBA/AK/A TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) ONE WALL STREET

Address (line 2) \_\_\_\_\_

Address (line 3) NEW YORK

NEW YORK

10286

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  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.)

Citizenship/State of Incorporation/Organization NEW YORK

FOR OFFICE USE ONLY

08/23/2001 6TON11 00000254 1544608

01 FC:481  
02 FC:482

40.00 DP  
550.00 DP

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

TRADEMARK  
REEL: 002357 FRAME: 0852

**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 (212) 238-3244

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

# 10

**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)

**Number of Properties**

Enter the total number of properties involved.

# 23

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 590.00

Method of Payment:

Enclosed

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.

LORI POTTS

08/13/01

Name of Person Signing

Signature

Date Signed

**SCHEDULE A-1**

**UNITED STATES TRADEMARKS**

| <u>Trademark</u>                     | <u>Reg. No.</u> |
|--------------------------------------|-----------------|
| PRIVATE CADDY                        | 1,544,608       |
| EXECUSPORT                           | 1,736,572       |
| BOXCARS                              | 1,840,552       |
| MILK COVERS MAINLAND                 | 1,858,707       |
| BOTTOM LINE                          | 1,947,235       |
| UPRIGHTS                             | 2,039,242       |
| CAP'N SLAMMER                        | 2,093,954       |
| COAL CHUTE                           | 2,133,305       |
| BAY ROADS                            | 2,152,792       |
| BRX                                  | 2,168,530       |
| BASELINE                             | 2,289,485       |
| @WORK                                | 2,302,741       |
| FIELDING                             | 2,306,524       |
| SOLANO                               | 2,327,223       |
| THE OUTSIDER                         | 2,330,138       |
| BRIGGS & RILEY, and design           | 1,842,380       |
| BRIGGS & RILEY QUALITY MADE          | 2,078,776       |
| AFFORDABLE HALF MOON BAY, and design |                 |
| BRIGGS AND RILEY TRAVEL WARE         | 2,300,565       |

Appl. No.

|                             |            |
|-----------------------------|------------|
| BRIGGS & RILEY              | 75/409,412 |
| BRIGGSWEAR                  | 75/409,413 |
| BRIGGS AND RILEY TRAVELWARE | 75/708,879 |
| BRIGGSPORT                  | 75/923,239 |
| BRIGGS GEAR                 | 75/923,919 |

**CANADIAN TRADEMARKS**

| <u>Trademark</u>                         | <u>Reg. No.</u>      |
|--|----------------------|
| BRIGGS & RILEY, and ship design          | 475,780              |
|  | <u>Appl. No.</u>     |
| <del>BRIGGS &amp; RILEY TRAVELWARE</del> | <del>1,036,466</del> |

## BR CO. SECURITY AGREEMENT

1401 Franklin Avenue  
Garden City, New York 11530

August 16, 2000

FOR VALUE RECEIVED, and in order to induce THE BANK OF NEW YORK (the "Bank"), in its discretion, to make loans or otherwise extend credit at any time, and from time to time to, or at the request of, UNITED STATES LUGGAGE COMPANY L.P. and to induce the Bank to accept the guarantee of such loans from BRIGGS & RILEY TRAVELWARE LLC, whether the loans or credit so extended shall be absolute or contingent, the undersigned grants to the Bank, as security for all present or future obligations or liabilities of any and all kinds of the undersigned to the Bank, whether incurred by the undersigned as maker, indorser, drawer, acceptor, guarantor, accommodation party, counterparty, purchaser, seller or otherwise, whether due or to become due, secured or unsecured, absolute or contingent, joint and/or several, and howsoever or whensoever acquired by the Bank including interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganization proceeding of the undersigned whether or not such interest is an allowable claim in any proceeding and irrespective of the discharge or release of the undersigned in such proceeding (all of which are referred to collectively as the "Obligations"), a security interest in and a lien upon all personal property and fixtures of the undersigned or in which the undersigned has an interest wherever located and whether now or hereafter existing or now owned or hereafter acquired and whether or not subject to the Uniform Commercial Code (the "Code") specified in Schedule A hereto, and also including all interest, dividends and other distributions thereon paid and payable in cash or in property, and all replacements and substitutions for, and all accessions and additions to, and all products and proceeds of, all of the foregoing (all of which are referred to as the "Collateral").

This agreement is delivered pursuant to the Revolving Credit and Security Agreement, dated May 16, 1997, as amended by the Amendment to Revolving Credit and Security Agreement, dated March 2, 1999, as amended by the Second Amendment to Revolving Credit and Security Agreement, dated as of April 30, 2000, as amended by the Third Amendment to Revolving Credit and Security Agreement, dated as of May 31, 2000 and as amended by the Fourth Amendment to Revolving Credit and Security Agreement dated as of August 16, 2000 (the "Credit Agreement").

The undersigned agrees to deliver to the Bank whenever called for by it such additional collateral security of a kind and of a market value satisfactory to the Bank, so that there will, at all times, be with the Bank a margin of security for the payment of all Obligations which shall be satisfactory to it. In addition to the Bank's security interest in the Collateral, it shall have, and the undersigned hereby grants to the Bank, a security

interest and a lien for all the Obligations in and upon any personal property of the undersigned or in which the undersigned may have an interest which is now or may at any time hereafter come into the possession or control of the Bank, or of any third party acting on its behalf, whether for the express purpose of being used by the Bank as collateral security or held in custody or for any other or different purpose, including such personal property as may be in transit by mail or carrier for any purpose, or covered or affected by any documents in the Bank's possession or control, or in the possession or control of any third party acting on its behalf (said additional personal property is also referred to as the "Collateral"). The undersigned hereby authorizes the Bank in its discretion, at any time, whether or not the Collateral is deemed by it adequate, to appropriate and apply upon any of the Obligations, whether or not due, any of such property of the undersigned and to charge any of the Obligations against any balance of any account standing to the credit of the undersigned on the books of the Bank.

Upon failure of the undersigned to pay any Obligation when becoming or made due, in accordance with its terms, the Bank shall have, in addition to all other rights and remedies allowed by law and the rights and remedies granted to the Bank under Articles IV and XI of the Credit Agreement (which are incorporated herein by reference), the rights and remedies of a secured party under the Code and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without notice of intention to sell or otherwise dispose of or of time or place of sale or other disposition or of redemption or other notice or demand whatsoever to the undersigned, all of which, to the extent permitted by law, are hereby expressly waived, and without advertisement, (a) sell at public or private sale, grant options to purchase or otherwise realize upon, in the State of New York, or elsewhere, the whole or from time to time any part of the Collateral upon which the Bank shall have a security interest or lien as aforesaid, or any interest which the undersigned may have therein, and (b) exercise any and all rights, options, powers, benefits or privileges given to the Bank upon any life insurance policies held as Collateral. After deducting from the proceeds of any such sale or other disposition of the Collateral all expenses (including, but not limited to, reasonable attorneys' fees and expenses and other expenses as set forth below), the Bank shall apply the residue of such proceeds toward the payment of any of the Obligations, in such order as the Bank shall elect, the undersigned remaining liable for any deficiency, plus interest thereon, remaining unpaid after such application. If notice of any sale or other disposition is required by law to be given, the undersigned hereby agrees that a notice sent at least five days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made, shall be reasonable notice of such sale or other disposition. The undersigned also agrees to assemble the Collateral at such place or places as the Bank designates by written notice.

At any such sale or other disposition the Bank or any other person designated by the Bank may itself purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the undersigned, which right, to the extent permitted by law, is hereby waived and released.

The Bank may, without any notice to the undersigned, in its discretion, whether or not any of the Obligations are due, in its name or in the name of the undersigned, demand, sue for, collect and receive any money or property at any time due, payable or receivable on or on account of or in exchange for, and may compromise, settle or extend the time of payment of, any of the demands or obligations represented by any of the Collateral, and may also exchange any of the Collateral for other property upon the reorganization, recapitalization or other readjustment of the issuer, maker or other person who is obligated on or otherwise has liabilities with respect to the Collateral, and in connection therewith may deposit any of the Collateral with any committee or depository upon such terms as the Bank may in its discretion deem appropriate, and the undersigned does hereby constitute and appoint the Bank the undersigned's true and lawful attorney to compromise, settle or extend payment of said demands or obligations and exchange such Collateral as the undersigned might or could do personally; all without liability or responsibility for action herein authorized and taken or not taken in good faith. The Bank is entitled at any time in its discretion to notify an account undersigned or the obligor on any instrument to make payment to it, regardless of whether or not the undersigned had been previously making collections on the Collateral, and the Bank may take control of any proceeds of any of the Collateral. Upon request of the Bank, the undersigned shall receive and hold all proceeds of the Collateral in trust for the Bank and not commingle any collections with any of its own funds and immediately deliver such collections to the Bank.

The undersigned agrees that the Collateral secures, and further agrees to pay on demand, all expenses (including, but not limited to, reasonable attorneys' fees and expenses and costs of any insurance and payment of taxes or other charges) of, or incidental to, the custody, care, sale or collection of, or realization upon, any of the Collateral or in any way relating to the enforcement or protection of the rights of the Bank hereunder, whether or not litigation is commenced.

The undersigned agrees to mark its books and records as the Bank shall request in order to reflect the rights of the Bank granted herein, and the Bank may, in its sole discretion, take possession of the Collateral at any time, either prior to or subsequent to a default under any of the Obligations. The undersigned agrees to maintain such insurance on the Collateral as the Bank may require. The Bank may, without any notice to the undersigned, in its discretion, and for its own benefit, lend, use, transfer or repledge to any third party all or any part of the Collateral by itself or commingled with the property of others, in bulk or otherwise. The Bank may, without any notice to the undersigned, sell, assign or transfer any of the Obligations and the Bank's rights and duties hereunder, and may deliver the Collateral, or any part thereof, to the assignee or transferee of any of the Obligations, who shall become vested with all the rights, remedies, powers, security interests and liens herein given to the Bank in respect thereof; and the Bank shall thereafter be relieved and fully discharged from any liability or responsibility in the premises.

The Bank may, without any notice to the undersigned, in its discretion, transfer, or cause to be transferred, all or any part of the Collateral to its name, or to the name of its nominee, vote the Collateral so transferred, and receive income and make or receive collections, including money, thereon and hold said income and collections as Collateral or apply said income and collections to any of the Obligations, the manner and distribution of the application to be made as the Bank shall elect.

Calls for Collateral, demand for payment or notice to the undersigned may be given by leaving same at the address given below or any other address hereafter filed with the Bank, or by mailing same to such address with the same effect as if delivered personally. Such notice given in the manner herein provided shall be effective whether or not received by the undersigned. The undersigned agrees not to change its name or any of its places of business, remove any records of the undersigned relating to any of the Collateral or move any of the Collateral without giving the Bank thirty days' prior written notice.

With respect to the Collateral, the Bank shall be under no duty to send notices, perform services, exercise any rights of collection, enforcement, conversion or exchange, vote, pay for insurance, taxes or other charges or take any action of any kind in connection with the management thereof and its only duty with respect thereto shall be to use reasonable care in its custody and preservation while in its possession, which shall not include any steps necessary to preserve, obtain, secure or acquire rights or property against or from any parties.

The undersigned authorizes the Bank, at the undersigned's expense, to file one or more financing statements and amendments thereto to perfect the security interests granted herein, without the undersigned's signature thereon, and to take all actions necessary to perfect (whether by filing, possession, control or otherwise) its security interest in the Collateral under any applicable law or regulation, and the undersigned agrees to do, file, record, make, execute and deliver all such acts, deeds, things, agreements, notices, instruments and financing statements as the Bank may request in order to perfect and enforce the rights of the Bank herein.

If at any time it is necessary in the opinion of counsel to the Bank that any or all of the securities held as Collateral (the "Pledged Securities") be registered under the Securities Act of 1933, as amended, or that an indenture with respect thereto be qualified under the Trust Indenture Act of 1939, as amended, in order to permit the sale or other disposition of the Pledged Securities, the undersigned shall at the Bank's request and at the expense of the undersigned use the best efforts of the undersigned promptly to cause the registration of the Pledged Securities and the qualification of such indenture and to continue such registration and qualification under such laws and in such jurisdictions and for as long as deemed appropriate by the Bank.

The undersigned hereby authorizes the Bank to date this agreement as of the date of the granting of any Obligation secured hereby and to complete any blank space herein

(including any schedule hereto) according to the terms upon which said Obligation was granted.

This agreement may not be amended, or compliance with its terms waived, orally or by course of dealing, but only by a writing signed by an authorized officer of the Bank.

No failure on the part of the Bank to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Bank of any right, remedy or power hereunder preclude any other or future exercise thereof or the exercise of any other right, remedy or power.

Each and every right, remedy and power hereby granted to the Bank or allowed it by law or other agreement shall be cumulative and not exclusive of any other right, remedy or power, and may be exercised by the Bank at any time and from time to time.

This agreement may be assigned by the Bank and its benefits shall inure to the successors, indorsees and assigns of the Bank.

This agreement shall be construed and interpreted, and all rights and obligations hereunder shall be determined, in accordance with the laws of the State of New York without regard to principles of conflict of laws.

Unless otherwise defined or the text otherwise requires, all terms used herein shall have the meanings specified in the Code.

Every provision of this agreement is intended to be severable; if any term or provision of this agreement shall be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Any notice to the Bank shall be effective only upon receipt by the Bank and if directed to the Bank at its banking office set forth above or any other address hereafter specified by written notice from the Bank to the undersigned.

The undersigned represents and warrants that at the time the Collateral becomes subject to the Bank's security interest, the undersigned shall be the sole owner of and fully authorized and able to sell, transfer, pledge and/or grant a first priority security interest in the Collateral to the Bank and the Collateral shall be free and clear of all other claims, liens, charges, security interests and encumbrances except as permitted in writing by the Bank. The undersigned represents and warrants to the Bank that any information furnished to the Bank regarding the Collateral is true and correct on the date hereof and is complete in all material respects.

The undersigned represents and warrants that the undersigned is a limited liability company duly organized, validly existing and in good standing under the laws of the state



of its organization; that the execution delivery and performance of this agreement are within the undersigned's company powers and have been duly authorized by all necessary action of its members; and that each person executing this agreement has the authority to execute and deliver this agreement on behalf of the undersigned.

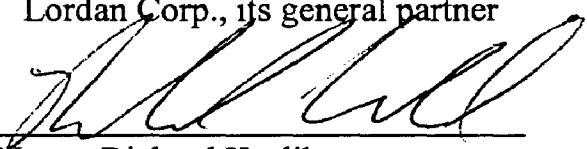
THE UNDERSIGNED SUBMITS TO THE JURISDICTION OF STATE AND FEDERAL COURTS LOCATED IN THE CITY AND STATE OF NEW YORK IN PERSONAM AND AGREES THAT ALL ACTIONS AND PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT SHALL BE LITIGATED ONLY IN SAID COURTS OR IN COURTS LOCATED ELSEWHERE AS THE BANK MAY SELECT AND THAT SUCH COURTS ARE CONVENIENT FORUMS AND WAIVES PERSONAL SERVICE UPON IT AND CONSENTS TO SERVICE OF PROCESS OUT OF SAID COURTS BY MAILING A COPY THEREOF TO IT BY REGISTERED OR CERTIFIED MAIL.

THE UNDERSIGNED AND THE BANK WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

BRIGGS & RILEY TRAVELWARE, LLC

By: United States Luggage Company, L.P.,  
a Member

By: Lordan Corp., its general partner

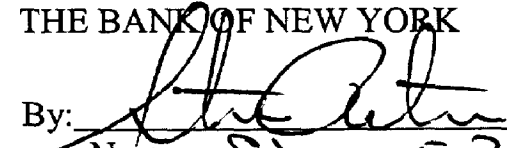
By:   
Name: Richard Krulik  
Title: President

**ADDRESS:**

400 Wireless Boulevard  
Hauppauge, New York 11788

**THE BANK, AS SECURED PARTY**

THE BANK OF NEW YORK

By:   
Name: Steven E. Ratner  
Title: Vice President

SCHEDULE A  
TO  
SECURITY AGREEMENT  
EXECUTED BY

BRIGGS & RILEY TRAVELWARE, LLC

Property specifically included as "Collateral" for purposes of the within Security Agreement:

All right, title and interest of Briggs & Riley Travelware, LLC (the "Debtor") in, to and under all (a) Accounts Receivable, (b) Equipment, (c) General Intangibles, (d) Inventory, (e) Pledged Debt, (f) Pledged Equity, (g) all other property owned or held by or on behalf of the Debtor that may be delivered to and held by the Bank pursuant to the terms of the within Security Agreement, (h) notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the items referred to in clauses (a) through (g) of this paragraph, in each case whether now existing or owned or hereafter arising or acquired, and (i) Proceeds of any of the items referred to in clauses (a) through (h) of this paragraph (collectively, the "Collateral"). Notwithstanding anything to the contrary herein, for purposes hereof, the term "Collateral" shall not include any right under any General Intangible if the granting of a security interest therein or an assignment thereof would violate any enforceable provision of such General Intangible.

When used in this Schedule, the following terms shall have the following meanings:

"Accounts" means any and all right, title and interest of the Debtor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from affiliates of the Debtor.

"Accounts Receivable" means all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

“Equipment” means all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by the Debtor.

“Equity Interests” means, with respect to (a) a corporation, the capital stock thereof, (b) a partnership, any partnership interest therein, including all rights of a partner in such partnership, whether arising under the partnership agreement of such partnership or otherwise, (c) a limited liability company, any membership interest therein, including all rights of a member of such limited liability company, whether arising under the limited liability company agreement of such limited liability company or otherwise, (d) any other firm, association, trust, business enterprise or other entity that is similar to any other person listed in clauses (a), (b) and (c), and this clause (d), of this definition, any equity interest therein or any other interest therein that entitles the holder thereof to share in the net assets, revenue, income, earnings or losses thereof or to vote or otherwise participate in any election of one or more members of the managing body thereof and (e) all warrants and options in respect of any of the foregoing and all other securities that are convertible or exchangeable therefor.

“General Intangibles” means all choses in action and causes of action and all other assignable intangible personal property of the Debtor of every kind and nature (other than Accounts Receivable, Pledged Equity and Pledged Debt) now owned or hereafter acquired by the Debtor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, interest rate protection agreements and other agreements), Intellectual Property, customer lists and customer information, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to the Debtor to secure payment by any person who is or who may become obligated to the Debtor under, with respect to or on account of any of the Accounts Receivable or payment by the relevant obligor of any of the Pledged Debt.

“Intellectual Property” means all intellectual and similar property of the Debtor of every kind and nature now owned or hereafter acquired by the Debtor, including the tradenames, trademarks and patents listed in Schedule A-1 annexed hereto and including inventions, designs, patents, copyrights, licenses, trademarks, trade secrets, confidential or proprietary technical and business information, customer lists, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Inventory” means all goods of the Debtor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by the Debtor under contracts of service, or consumed in the Debtor’s business, including raw

materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of the Debtor.

“Pledged Debt” means all right, title and interest of the Debtor to the payment of any loan, advance or other debt of every kind and nature (other than Accounts Receivable and General Intangibles), whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future.

“Pledged Equity” means all right, title and interest of the Debtor in any Equity Interests, whether now or hereafter acquired or arising in the future.

“Proceeds” means, when used with respect to any Collateral, any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes such Collateral, any value received as a consequence of the possession of such Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes such Collateral, and shall include (a) any claim of the Debtor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any patent, trademark, copyright or license now or hereafter owned by the Debtor, (b) all rights and privileges with respect to, and all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, any of the Pledged Debt, the Pledged Equity or any note, chattel paper, instrument, certificate, file, record, ledger sheet or document covering, evidencing, representing or relating to any of the items referred to in this clause (b), in each case whether now existing or owned or hereafter arising or acquired, and (c) any and all other amounts from time to time paid or payable under or in connection with such Collateral.

**SCHEDULE A-1**

**UNITED STATES TRADEMARKS**

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|--------------------------------------|------------------|
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| UPRIGHTS                             | 2,039,242        |
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| BAY ROADS                            | 2,152,792        |
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