

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Partial Release of Security Interest in Trademark	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Corporation		06/29/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Samsonite Corporation		
Street Address:	11200 East 45th Avenue		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80239		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2879063	OCEAN DRIVE	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 024529		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		
Date:	07/25/2007		

CH \$40.00 2879063

Total Attachments: 3

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK (this "Release") is made as of June 29, 2006 (the "Effective Date") between SAMSONITE CORPORATION, a Delaware corporation, with offices located at 11200 East 45th Ave., Denver, CO 80239 (the "U.S. Pledgor") and MERRILL LYNCH CAPITAL CORPORATION, a division of Merrill Lynch Business Financial Services Inc., with offices located at 250 Vesey Street, 22nd Floor, New York, New York 10080, in its capacity as U.S. Collateral Agent pursuant to the Credit Agreement (as hereinafter defined) (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement).

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the U.S. Pledgor, the European Borrower (as defined therein) (U.S. Pledgor and European Borrower sometimes collectively referred to herein as the "Borrowers" and individually as a "Borrower"), Lenders (as defined therein), MERRILL LYNCH CAPITAL CORPORATION as administrative agent (in such capacity the "Administrative Agent") and KBC BANK N.V. as European agent (in such capacity, the "European Agent") for the European Secured Parties, as collateral agent for the European Secured Parties (in such capacity, the "European Collateral Agent") and as issuing bank of European letters of credit (in such capacity, the "European Issuing Bank"), GOLDMAN SACHS CREDIT PARTNERS L.P., as syndication agent (in such capacity, the "Syndication Agent"), DEUTSCHE BANK AG, NEW YORK BRANCH, as documentation agent (in such capacity, the "Documentation Agent") and as issuing bank of U.S. letters of credit (in such capacity, the "U.S. Issuing Bank"), MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED and GOLDMAN SACHS CREDIT PARTNERS L.P., as joint lead arrangers (the "Lead Arrangers") and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED and DEUTSCHE BANK SECURITIES INC., as joint bookrunning managers (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, replaced, refinanced, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, in order to induce Collateral Agent and Lenders to enter into the Credit Agreement and other Loan Documents (as defined in the Credit Agreement) and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, the U.S. Pledgor has executed and delivered that certain Security Agreement dated as of December 21, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") to Collateral Agent, for itself and the benefit of other Secured Parties;

WHEREAS, pursuant to the terms and conditions the Security Agreement (all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Trademark Security Agreement, as applicable), the U.S. Pledgor erroneously granted to the Collateral Agent a continuing security interest in all of their right, title and interest in and to the trademark OCEAN DRIVE, Reg. # 2,879,063 (the "Trademark Collateral");

WHEREAS, the Security Agreement relating to the Trademarks (the "Trademark Security Agreement") was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on March 23, 2007 at Reel 3506 and Frame 0518.

WHEREAS, pursuant to an agreement dated December 5, 2003 and recorded on December 23, 2003, Samsonite Corporation had previously assigned the entire interest in the Trademark Collateral to Sobe News, Inc., a Florida Corporation;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, cancels, repledges, reassigns and releases any and all security interests it has against the Trademark Collateral together with the goodwill associated therewith. For the avoidance of doubt, the remainder of the Trademark Security Agreement shall still be in full force and effect.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the Grantor.

The Collateral Agent shall take all further actions, and provide to the Grantor and each of its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be
duly executed as of the day and year first above written.

MERRILL LYNCH CAPITAL CORPORATION,
as Collateral Agent

By:  _____
Name: **Don Burkitt** _____
Title: **Vice President** _____