

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Royal Bank of Scotland Plc		10/27/2010	a public limited company:

**RECEIVING PARTY DATA**

Name:	Tumi, Inc.
Street Address:	1001 Durham Avenue
City:	South Plainfield
State/Country:	NEW JERSEY
Postal Code:	07080
Entity Type:	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	2201151	BRIEF PACK
Registration Number:	1775215	DAKOTA
Registration Number:	2179161	DAKOTA METRO
Registration Number:	2530774	DESIGN IN MOTION
Serial Number:	76659678	
Registration Number:	2767432	DURATWILL
Registration Number:	2762194	EMELINE
Registration Number:	1689565	EXCELLENCE BY DESIGN
Registration Number:	2691486	FOLD-A-WAY
Serial Number:	78563840	FXT
Serial Number:	78555587	FXT BALLISTIC NYLON
Serial Number:	76228997	METRO XP
Registration Number:	2879801	METRO XP
Registration Number:	2664290	OMEGA CLOSURE SYSTEM

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Registration Number:	2689238	SECURE-SLIDE
Registration Number:	2186760	THE SAFE CASE
Registration Number:	2805311	T-TECH
Serial Number:	78962824	TUMI
Serial Number:	78620384	TUMI
Serial Number:	78475784	TUMI
Serial Number:	78475770	TUMI
Registration Number:	2998914	TUMI
Registration Number:	2884996	TUMI
Registration Number:	2588479	TUMI
Registration Number:	2925555	TUMI
Registration Number:	2919221	TUMI
Registration Number:	2433971	TUMI TRACER
Registration Number:	2433970	TUMI TRACER
Serial Number:	76664022	TUMI WHERE NEXT?
Serial Number:	76663454	TUMI WHERE NEXT?
Registration Number:	1924628	WHEEL-A-WAY
Registration Number:	2546779	X-TECH

**CORRESPONDENCE DATA**

Fax Number: (917)777-5107  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 735-3467  
Email: Faith.Robinson@skadden.com  
Correspondent Name: Resa K. Schlossberg  
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP  
Address Line 2: Four Times Square  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	694120/2
NAME OF SUBMITTER:	Resa K Schlossberg
Signature:	/Resa K Schlossberg/
Date:	11/01/2010

**Total Attachments: 8**

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**TRADEMARK**  
**REEL: 004307 FRAME: 0857**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 27<sup>th</sup> day of October, 2010, by THE ROYAL BANK OF SCOTLAND PLC, a public limited company, located at 101 Park Avenue, New York, New York 10178 ("Assignor"), in favor of TUMI, INC., a New Jersey corporation, located at 1001 Durham Avenue, South Plainfield, New Jersey 07080 ("Assignee") (each a "Party" and collectively, the "Parties").

**WHEREAS**, Assignee, Tumi Stores, Inc., certain Subsidiaries of Assignee, as Guarantors, the Lenders party thereto from time to time, RBS Securities Corporation, as Sole Lead Arranger and Sole Book Runner, Citibank, N.A. and Wachovia Bank National Association, as Co-Syndication Agents, Assignor, as Administrative Agent and Collateral Agent, and Sovereign Bank, as Documentation Agent entered into that certain Credit and Guaranty Agreement, dated as of March 1, 2007 (as it may be amended, supplemented, restated or otherwise modified, the "Credit Agreement");

**WHEREAS**, subject to the terms and conditions of the Credit Agreement, Assignee and certain other Grantors may have entered into one or more Hedge Agreements with one or more Lender Counterparties;

**WHEREAS**, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, Assignee and each other Grantor agreed to secure its Obligations under the Loan Documents and the Hedge Agreements as set forth in the Pledge and Security Agreement dated March 1, 2007 among Assignee, other Grantors and Assignor (the "Security Agreement") and the Trademark Security Agreement (as defined below);

**WHEREAS**, Assignor and Assignee entered into that certain Trademark Security Agreement, dated as of March 1, 2007 (the "Trademark Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on March 12, 2007, at Reel 003497/Frame 0456;

**WHEREAS**, pursuant to the Security Agreement and Trademark Security Agreement, Assignee granted to Assignor a security interest and continuing lien on all of Assignor's right, title and interest in, to and under:

(i) all of the following that are owned by Assignee: United States or state trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule A (as such schedule may be amended or supplemented from time to time), all extensions or renewals of any of the foregoing, all

of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including, without limitation, royalties, income, payments, damage awards and proceeds of suit (collectively the "Trademarks");

(ii) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(iii) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing (collectively, the "Trademark Collateral"); and

**WHEREAS**, the Parties desire that Assignor terminate and release its security interest in the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully, without representation, recourse or warranty whatsoever, all of its security interest in the Trademark Collateral including, but not limited to, the Trademarks referred to on Schedule A hereto, whether granted pursuant to the Security Agreement, the Trademark Security Agreement or any other agreement or document delivered in connection with the Credit Agreement, and Assignor hereby reassigns and transfers any and all right, title and interest that it may have in the Trademark Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral including, without limitation, the Trademarks, and/or (iii) otherwise file this Release.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably requests in order to confirm this Release and Assignee's right, title, and interest in and to the Trademark Collateral.

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement, Security Agreement or Credit Agreement, as applicable.

This Release and the rights and obligations of the Parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 of the New York General Obligations Laws).

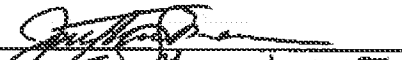
This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR:

THE ROYAL BANK OF SCOTLAND  
PLC, in its capacity as collateral agent on  
behalf of the Secured Parties

By:   
Name: Jonathan Lasket  
Title: Director

SIGNATURE PAGE

TRADEMARK  
REEL: 004307 FRAME: 0862

**SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

See attached.



**TRADEMARKS**

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner
United States	BRIEF PACK	2,201,151	November 3, 1998	Tumi, Inc.
United States	DAKOTA	1,775,215	June 8, 1993	Tumi, Inc.
United States	DAKOTA METRO	2,179,161	August 4, 1998	Tumi, Inc.
United States	DESIGN IN MOTION	2,530,774	January 15, 2002	Tumi, Inc.
United States	DESIGN ONLY	(76-659,678)	(May 8, 2006)	Tumi, Inc.
United States	DURATWILL	2,767,432	September 23, 2003	Tumi, Inc.
United States	EMELINE	2,762,194	September 9, 2003	Tumi, Inc.
United States	EXCELLENCE BY DESIGN	1,689,565	May 26, 1992	Tumi, Inc.
United States	FOLD-A-WAY	2,691,486	February 25, 2003	Tumi, Inc.
United States	FXT	(78-563,840)	(February 9, 2005)	Tumi, Inc.
United States	FXT BALLISTIC NYLON	(78-555,587)	(January 28, 2005)	Tumi, Inc.
United States	METRO XP	(76-228,997)	(March 22, 2001)	Tumi, Inc.

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner
United States	METRO XP	2,879,801	August 31, 2004	Tumi, Inc.
United States	OMEGA CLOSURE SYSTEM	2,664,290	December 17, 2002	Tumi, Inc.
United States	SECURE-SLIDE	2,689,238	February 18, 2003	Tumi, Inc.
United States	THE SAFE CASE	2,186,760	September 1, 1998	Tumi, Inc.
United States	T-TECH	2,805,311	January 13, 2004	Tumi, Inc.
United States	TUMI	(78-962,824)	(August 29, 2006)	Tumi, Inc.
United States	TUMI	(78-620,384)	(April 29, 2005)	Tumi, Inc.
United States	TUMI	(78-475,784)	(August 30, 2004)	Tumi, Inc.
United States	TUMI	(78-475,770)	(August 30,2004)	Tumi, Inc.
United States	Tumi	2,998,914	September 20, 2005	Tumi, Inc.
United States	Tumi	2,884,996	September 14, 2004	Tumi, Inc.
United States	TUMI	2,588,479	July 2, 2002	Tumi, Inc.
United States	TUMI	2,925,555	February 8, 2005	Tumi, Inc.

Jurisdiction	Trademark	Registration No. (App. No.)	Reg. Date (App. Date)	Record Owner
United States	TUMI	2,919,221	January 18, 2005	Tumi, Inc.
United States	TUMI TRACER	2,433,971	March 6, 2001	Tumi, Inc.
United States	TUMI TRACER	2,433,970	March 6, 2001	Tumi, Inc.
United States	TUMI WHERE NEXT?	(76-664,022)	(August 2, 2006)	Tumi, Inc.
United States	TUMI WHERE NEXT?	(76-663,454)	(July 21, 2006)	Tumi, Inc.
United States	WHEEL-A-WAY	1,924,628	October 3, 1995	Tumi, Inc.
United States	X-TECH	2,546,779	March 12, 2002	Tumi, Inc.