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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Samsonite Corporation, a Delaware corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: July 31, 2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as North American Collateral Agent

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s)

See Schedule 1 Attached

B. Patent No(s)

See Schedule 1 Attached

Additional numbers attached? Yes No

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

Name: Elizabeth J. Burns

Internal Address: C/o Latham & Watkins

Street Address: 233 S. Wacker Drive Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and patents involved: 16

7. Total fee (37 CFR 3.41).....\$ 6,440.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

08/11/2003 BYRNE 00000004 29091367

DO NOT USE THIS SPACE

01 FC:002 9. Signature. 6440.00 DP

Elizabeth J. Burns Name of Person Signing

Elizabeth J. Burns Signature

Aug 5, 2003 Date

Total number of pages including cover sheet, attachments, and documents: 22

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

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

U.S. PATENTS AND PATENT APPLICATIONS

Page 1 -- July 24, 2003

<u>Title</u>	<u>Docket No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Appln. No.</u>
1000 SERIES	P64810	G	413727	29/091367
1000 SERIES (CIP)	P64811	G	418677	29/093487
AEROLINE FLIGHT BAG	P56290	G	374987	29/031866
AIR TECH CARRYON/PULLMAN	P56160	G	369024	29/018499
AIR TECH FLIGHT CASE	P56150	G	362548	29/018500
AIR TECH SATCHEL	P56170	G	361662	29/018502
AIRSTOP HANDLE	P67620	G	461055	29/144032
AIRSTOP UPRIGHT LUGGAGE CASE	P67621	G	460618	29/144054
AIRSTOP ZIPPER PULL	P67622	G	467522	29/144033
ALL DIREXIONS BOTTOM BOARD	P69003	G	474024	29/153486
ALL DIREXIONS SPINNER/UPRIGHT	P69760	F		29/163474
ALL DIREXIONS WHEEL ASSEMBLY	P69002	G	476484	29/153485
ALUMINUM LUGGAGE CASE (PULLMAN	P65690	G	438381	29/110010
ALUMINUM LUGGAGE CASE (UPRIGHT	P65693	G	454430	29/131783
BIG WHEEL	P63131	G	6076641	09/165571
BIG WHEEL	P64150	G	411041	29/077217
BROKER/DELEGATE HANDLE ASSEMBL	P34240	G	4713860	6/341745

SCHEDULE IV TO PATENT SECURITY AGREEMENT

U.S. PATENTS AND PATENT APPLICATIONS

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<u>Title</u>	<u>Docket No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Appln. No.</u>
CAMCORDER CASES	P24780	G	311276	7/056209
CAMERA BAG (TRAPEZOID SHAPE)	P27120	G	318948	7/201244
CATAMARAN COMPUTER CASE	P65351	F		10/091635
CATAMARAN DESIGN	P66070	G	459884	29/138164
CENTER OPENING PULLMAN	P54380	G	361205	29/020443
CLOSET ROD/DOOR HOOK	P27250	G	4858867	7/196886
COLLAPSIBLE BOX FOR PICKUP TRU	P67371	F		10/073094
COLLAPSIBLE WHEEL HANDLE	P62191	G	5819892	08/847993
CPX APPARATUS	P46531	G	5637330	8/485923
CPX PROCESS (FWC)	P46533	G	5894007	08/818023
CPX PRODUCT	P46532	G	5755311	8/481960
CYLINDER SHAPED POCKETS	P70090	G	5628397	8/397524
D-MAX ZIPLITE UPRIGHT LUGGAGE	P67142	G	449162	29/123888
DIRECT FORMING OF FLEXLOCK ELE	P65749	F		10/373423
DIRECT FORMING OF FLEXLOCK ELE	P69610	F		10/111778
DUAL-POINT LUGGAGE ATTACHMENT	P70180	G	5713439	08/599918
EGG BOX MODULAR LUGGAGE (FWC)	P50181	G	5407038	8/070653
EGG CRATE MODULAR LUGGAGE	P48860	G	339917	7/793977

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<u>Title</u>	<u>Docket No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Appln. No.</u>
EPSILON HANDY CASE	P59511	G	370557	29/036204
EPSILON PIGGYBACK	P61370	G	383603	29/051294
EPSILON PIGGYBACK TETHER	P54330	G	5762169	8/481961
EPSILON PULLMAN	P59260	G	372796	29/033396
EPSILON PULLMAN	P59261	G	380298	29/050422
EPSILON SHOCK ABSORBING WHEEL	P58501	G	5921635	08/812563
EPSILON UPRIGHT FRONT PANEL	P62040	G	385115	29/055563
ERGONOMIC BACKPACK	P67282	G	448160	29/123880
ESTEEM SS I.D. TAG	P49680	G	340261	7/854512
EUREKA WHEEL HANDLE	P26220	G	319380	7/223866
EXL BUCKLE	P44650	G	333803	7/670206
EXL BUCKLE	P44651	G	349665	29/005508
EXL D-RING	P47130	G	333804	7/670149
EXL D-RING	P47131	G	346766	29/005509
EXL KEY FOR LOCK	P47070	G	334528	7/670205
EXL SNAP HOOK	P47120	G	338152	7/670150
EXL ZIPPER PULL	P47030	G	333109	7/670147
EXPANDABLE TROLLEY	P46690	G	5180057	7/670121
F'LITE UPRIGHT WHEEL HANDLE	P68250	G	457320	29/138841

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<u>Title</u>	<u>Docket No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Appln. No.</u>
FABRIC LUGGAGE HANDLE ASSEMBLY	P70400	F		29/171468
FLEXLOCK TRIANGULAR NTF ELEMEN	P69865	F		FILED
FLIGHT CASE	P48510	G	5253739	7/854504
FOLDING HANGER	P64820	G	428712	29/100969
GENESIS SMART ATTACHE	P65050	G	426704	29/101738
GOLF BAG CARRIER	P33070	G	339227	7/568558
GRAVITY AUXILIARY LATCH	P49180	G	4652029	6/646363
GRAVITY STAY	P49190	G	4714286	6/760057
GSI WHEEL HOUSING	P64970	G	425705	29/094073
HANDLE	P70110	G	5560083	8/397523
HANDY CASE	P56030	G	370563	29/016208
HARDLITE ATTACHE DESIGN	P68210	G	453267	29/137328
HARDLITE FRAME TO SHELL PROCES	P68390	F		09/868018
HOMMAGE LUGGAGE	P70450	F		29/171465
HYBRID DESIGN	P65370	G	427434	29/099631
HYBRID LUGGAGE	P63301	G	6325189	09/490400
INNOVATIVE PIGGYBACK	P17370	G	309980	32160
INNOVATIVE PIGGYBACK	P30600	G	4759431	7/038508
INNOVATIVE PIGGYBACK II	P25600	G	312352	7/096886
LAPTOP COMPUTER BAG	P31620	G	346901	7/437039

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<u>Title</u>	<u>Docket No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Appln. No.</u>
LAPTOP COMPUTER CASE	P46880	G	340356	7/741883
LARK 190 PACKING CASE	P28710	G	327575	7/313775
MOAB ANCHOR DEVICE FOR LUGGAGE	P68180	G	450187	29/130942
MOAB LUGGAGE HANDLE	P68170	G	452806	29/130940
MOAB RAISED CORNER POCKETS FOR	P68190	G	460264	29/130943
MOLDED VINYL CAMCORDER CASE	P31390	G	336153	7/417756
MONOBLOCK BUCKLE	P50620	G	341335	7/881365
ODYSSEY II	P18530	G	308298	827645
OPTIMA UPRIGHT LUGGAGE CASE	P68500	G	463663	29/149088
OYSTER CASE (3 LATCHES)	P19660	G	310450	6/858295
OYSTER CASE (3 LATCHES) -CIP	P44770	G	5111920	7/530502
OYSTER CSR WEB HANDLE	P24350	G	315285	7/039995
OYSTER DUFFLE/TOTE	P24400	G	313888	7/021065
OYSTER LATCH LOCK	P24900	G	4782673	7/060109
OYSTER STEERING HANDLE (2)	P19670	G	303076	6/858296
PADLOCK	P50650	G	346948	7/877063
PARAGON POLYESTER CASE GLIDE	P68541	F		29/144967
PERMALITE	P27340	G	5031734	7/476870
PERSONAL CASE	P24450	G	322168	7/313779

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<u>Title</u>	<u>Docket No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Appln. No.</u>
PRESSFORM SHELL MOLDING (FWC)	P53790	G	5376322	8/023731
PROFLINE D-RING	P67310	G	454691	29/124026
PROFLINE DELUXE HANDLE ASSEMBL	P67250	G	460677	29/124029
PROFLINE DELUXE LOCK ASSEMBLY	P67290	G	447044	29/124027
PROFLINE POCKET CONSTRUCTION	P69960	F		10/296659
PROFLINE SNAP HOOK	P67300	G	461312	29/124028
PUSH/PULL CARGO	P49580	G	5197578	7/830085
PUSHMAN III (CONT)	P70211	G	395164	29/064169
QUANTUM ATTACHE (FWC)	P51980	G	5249653	7/946047
QUANTUM PORTFOLIO	P49630	G	343729	7/856195
QUICK HOOK ASSEMBLY WITH GUIDE	P55031	G	5593009	08/562230
RUGGER	P24390	G	313316	7/164379
RUGGER (DUFFLE)	P26550	G	314276	7/165671
SAHORA SPINNER/BACKPACK	P69991	F		29/171469
SAHORA WHEELED DUFFEL BAG	P69990	F		29/171461
SIDE LOADER	P58430	G	5494157	8/339366
SIDE PANEL OF SOFT LUGGAGE	P55209	G	328391	476027
SIDEKICKS 3 WHEEL CASE	P31860	G	329139	7/454870
SILHOUETTE 8 EVO SUSPENSION WH	P69110	F		60/457183

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<u>Title</u>	<u>Docket No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Appln. No.</u>
SILHOUETTE 8 SISSON SUITER	P69690	F		60/457384
SILHOUETTE FRAME VARIATIONS	P28370	G	318177	7/322824
SMART POCKET	P58780	G	5685401	8/430977
SOFT ROLLER WHEEL SYSTEM	P70520	F		29/178474
SON OF OYSTER - PULLMAN	P62760	G	393153	29/065349
SPARK FL BIG WHEEL	P69880	F		29/171464
SPARK FL DUFFEL	P70140	F		29/171466
SPARK FL GSI GLIDE	P70410	F		29/171449
SPARK FL WHEELED LUGGAGE SYSTE	P69870	F		29/171467
SPECTRUM LUGGAGE CASE	P44250	G	333914	7/525432
SPORT BAG	P49620	G	345255	7/901463
STARBOARD DUFFLE BAG	P45610	G	317081	7/592051
STARBOARD GARMENT BAG	P45630	G	320115	7/592056
STARBOARD SHOPPING TOTE	P45620	G	322718	7/592053
STARBOARD TROLLEY	P25700	G	309685	7/101332
STARBOARD WEEKEND/SPORT BAGS	P16720	G	315827	7/101331
STARBOARD WHEEL CASE	P28360	G	321791	7/322826
STARCK ATTACHE	P66750	G	444297	29/123886
STARCK BACKPACK	P66740	G	447863	29/123887

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<u>Title</u>	<u>Docket No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Appln. No.</u>
STARCK BOARD CASE	P66770	G	448928	29/123885 ,
STARCK DUFFEL	P66780	G	444945	29/123884
STARCK DUFFEL WITH FLAP	P67160	G	444627	29/123883
STARCK DUFFEL WITH WHEELS	P67170	G	444298	29/123882
STARCK ZIPPER PULLS	P67190	G	449563	29/123881
SUITCASE/REMOVABLE DIVIDER WIT	P55219	G	4854432	215556
SWING OUT WHEEL	P63310	G	5758752	08/813481
SYSTEM 4 CLOSURE LOOP IMPROVE	P18490	G	328974	833453
SYSTEM 4 TROLLEY/LIP/2	P23310	G	4798289	917409
TAPESTRY PILOT CASE	P70050	G	374773	29/043264
TAURO CENTER-OPEN CASE	P23530	G	308760	929235
TAURO HARDSIDE	P18540	G	308761	929583
TELESCOPING TROLLEY	P23320	G	4736854	7/079608
TELESCOPING TROLLEY	P26240	G	309686	7/152603
TRANSPORTER	P70200	G	395361	29/051356
TRANSPORTER PUSHMAN HANDLE	P70301	G	411729	29/059642
TRUNK & CO. BACKPACK	P67630	G	457306	29/138964
TRUNK & CO. COMBO ADDRESS HOLD	P67631	G	458755	29/136853
TYPE B EXTRUSION FOR LUGGAGE F	P45910	G	5168968	7/638675

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<u>Title</u>	<u>Docket No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Appln. No.</u>
ULTRALITE GARMENT BAG HOOK	P28740	G	318789	7/313777
ULTRALITE TRAVELLER	P28720	G	322357	7/313778
ULTRAVALET GARMENT BAG	P23120	G	4736839	6/947666
VERTICAL PUSHMAN	P70162	G	5630521	08/636595
VERTICAL PUSHMAN (CONT)	P70165	G	6533086	08/857118
WHEELED CAR SEAT	P68672	F		10/370141
WHEELED CAR SEAT	P69160	G	471727	29/155584
WHEELED LUGGAGE CASE	P53300	G	352395	29/004033
WORLD'S GREATEST UPRIGHT - EPS	P61910	G	383604	29/051358
WORLD'S GREATEST UPRIGHT-SILHO	P61390	G	389308	29/051357
XYLEM SOFT DUFFEL/BEAUTY CASE/	P69835	F		29/164500
XYLEM SOFT UPRIGHT CASE	P68750	G	472705	29/149458
XYLEM SOFT WIDE HANDLE	P68950	G	472051	29/149459
ZIPLITE	P56210	G	360756	29/018949

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 31, 2003, by and between the Grantor identified as such on the signature page hereof (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as North American collateral agent ("North American Collateral Agent") for the Secured Parties (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the U.S. Borrower (as defined therein), the European Borrower (as defined therein), the other Credit Parties (as defined therein) parties thereto, Lenders (as defined therein) ("Working Capital Lenders"), General Electric Capital Corporation, for itself, as Agent for Working Capital Lenders (in such capacity, the "Agent") and as North American Collateral Agent, and KBC Bank NV, individually as Fronting Lender (as defined therein) and as European Agent (as defined therein) ("European Agent") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, replaced, refinanced, supplemented or otherwise modified, the "Credit Agreement"), Working Capital Lenders have agreed to make the Loans (as defined therein) and to incur Letter of Credit Obligations (as defined therein) on behalf of the Borrowers (as defined therein);

WHEREAS, one or more of the U.S. Borrower's retirement plans subject to Title IV of the Employee Retirement Income Security Act of 1974, as amended, has or may have Unfunded Pension Liabilities as a result of which the U.S. Borrower or the Grantor may potentially become subject to certain claims of the Pension Benefit Guaranty Corporation ("PBGC");

WHEREAS, pursuant to the Amendment and Restatement of Term Sheet, dated July 23, 2003 (the "PBGC Agreement"), between PBGC and the U.S. Borrower, the U.S. Borrower has agreed that, if certain U.S. Grantors (as such term is defined in the Security Agreement as defined herein) (including the Grantor) grant a lien on or security interest in any of the Patent Collateral (as defined below) as security for such U.S. Grantor's Working Capital Obligations (as defined below) to the Working Capital Lenders and the Agent under or in respect of the Credit Agreement and the Domestic Subsidiary Guaranty (as defined in the Credit Agreement) executed by such U.S. Grantors in connection therewith, the U.S. Borrower will, and will cause such U.S. Grantors to, grant in favor of PBGC, as security for the PBGC Claim (as defined in the Collateral Agency Agreement referenced below), an equal and ratable lien on and security interest in such Collateral;

WHEREAS, in order to induce North American Collateral Agent and Working Capital Lenders to enter into the Credit Agreement and other Loan Documents (as defined in the Credit Agreement) and to induce Working Capital Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, the U.S. Grantors have executed and delivered that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or

otherwise modified, the “Security Agreement”) to North American Collateral Agent, for itself and the benefit of other Secured Parties;

WHEREAS, pursuant to the Security Agreement, U.S. Grantors are required to execute and deliver to North American Collateral Agent, for itself and the benefit of Secured Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1 DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or Annex A thereto.

(b) “Collateral Agency Agreement” means that certain Collateral Agency Agreement dated as of the Closing Date by and among the Agent (as defined therein), the North American Collateral Agent (as defined therein), Domestic Borrower (as defined therein) and the other Domestic Companies (as defined therein).

(c) “PBGC Claim” has the meaning set forth in the Collateral Agency Agreement.

(d) “Secured Obligations” means the Working Capital Obligations and the PBGC Claim.

(e) “Secured Parties” means the North American Collateral Agent, the Agent, the European Agent, Working Capital Lenders and PBGC.

(f) “Working Capital Obligations” means “Obligations” as defined in the Credit Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Secured Obligations, in furtherance of and in addition to the provisions of the Security Agreement, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to North American Collateral Agent, for the benefit of itself and the other Secured Parties, a security interest in and continuing lien upon all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) all of its Patents listed on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of the foregoing.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to North American Collateral Agent, on behalf of itself and Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of North American Collateral Agent with respect to the security interest in the Patent 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.

4 RELEASE OF SECURITY INTEREST. Upon termination of the Security Agreement pursuant to Section 15 thereof, or as otherwise required by the Loan Documents, the North American Collateral Agent shall, upon Grantor's request, release Liens on the Patent Collateral and execute and deliver to Grantor all instruments and other document necessary or appropriate to release the Liens on, and security interests in, the Patent Collateral which has been granted hereunder shall reassign all right, title and interest in the Patent Collateral to the Grantor.

5 LOAN DOCUMENT, ETC. This Patent Security Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement. In the event of an irreconcilable conflict between this Patent Security Agreement and the Security Agreement, the Security Agreement shall govern.

6 COUNTERPARTS. This Patent Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement. This Patent Security Agreement shall become effective and binding as of the date first above written when a counterpart hereof executed on behalf of the Grantor shall have been received by the North American Collateral Agent.

[signature page follows]

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

GRANTOR

SAMSONITE CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as North American Collateral Agent

By: _____
Name: _____
Title: _____

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT
UNITED STATES PATENTS AND PATENT APPLICATIONS**

[Attached]

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

GRANTOR

SAMSONITE CORPORATION

By: 

Name: Richard H. Wiley

Title: CFO, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as North American Collateral Agent

By: _____

Name: _____

Title: _____

[Signature Page to Patent Security Agreement]

PATENT

REEL: 014313 FRAME: 0485

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


GRANTOR

SAMSONITE CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as North American Collateral Agent

By: 
Name: Christopher Cox
Title: Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 014313 FRAME: 0486

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

[Attached]

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

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<u>Title</u>	<u>Docket No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Appln. No.</u>
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AIR TECH CARRYON/PULLMAN	P56160	G	369024	29/018499
AIR TECH FLIGHT CASE	P56150	G	362548	29/018500
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AIRSTOP HANDLE	P67620	G	461055	29/144032
AIRSTOP UPRIGHT LUGGAGE CASE	P67621	G	460618	29/144054
AIRSTOP ZIPPER PULL	P67622	G	467522	29/144033
ALL DIREXIONS BOTTOM BOARD	P69003	G	474024	29/153486
ALL DIREXIONS SPINNER/UPRIGHT	P69760	F		29/163474
ALL DIREXIONS WHEEL ASSEMBLY	P69002	G	476484	29/153485
ALUMINUM LUGGAGE CASE (PULLMAN	P65690	G	438381	29/110010
ALUMINUM LUGGAGE CASE (UPRIGHT	P65693	G	454430	29/131783
BIG WHEEL	P63131	G	6076641	09/165571
BIG WHEEL	P64150	G	411041	29/077217
BROKER/DELEGATE HANDLE ASSEMBL	P34240	G	4713860	6/341745

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CAMCORDER CASES	P24780	G	311276	7/056209
CAMERA BAG (TRAPEZOID SHAPE)	P27120	G	318948	7/201244
CATAMARAN COMPUTER CASE	P65351	F		10/091635
CATAMARAN DESIGN	P66070	G	459884	29/138164,
CENTER OPENING PULLMAN	P54380	G	361205	29/020443
CLOSET ROD/DOOR HOOK	P27250	G	4858867	7/196886
COLLAPSIBLE BOX FOR PICKUP TRU	P67371	F		10/073094
COLLAPSIBLE WHEEL HANDLE	P62191	G	5819892	08/847993
CPX APPARATUS	P46531	G	5637330	8/485923
CPX PROCESS (FWC)	P46533	G	5894007	08/818023
CPX PRODUCT	P46532	G	5755311	8/481960
CYLINDER SHAPED POCKETS	P70090	G	5628397	8/397524
D-MAX ZIPLITE UPRIGHT LUGGAGE	P67142	G	449162	29/123888
DIRECT FORMING OF FLEXLOCK ELE	P65749	F		10/373423
DIRECT FORMING OF FLEXLOCK ELE	P69610	F		10/111778
DUAL-POINT LUGGAGE ATTACHMENT	P70180	G	5713439	08/599918
EGG BOX MODULAR LUGGAGE (FWC)	P50181	G	5407038	8/070653
EGG CRATE MODULAR LUGGAGE	P48860	G	339917	7/793977

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EPSILON HANDY CASE	P59511	G	370557	29/036204
EPSILON PIGGYBACK	P61370	G	383603	29/051294
EPSILON PIGGYBACK TETHER	P54330	G	5762169	8/481961
EPSILON PULLMAN	P59260	G	372796	29/033396
EPSILON PULLMAN	P59261	G	380298	29/050422
EPSILON SHOCK ABSORBING WHEEL	P58501	G	5921635	08/812563
EPSILON UPRIGHT FRONT PANEL	P62040	G	385115	29/055563
ERGONOMIC BACKPACK	P67282	G	448160	29/123880
ESTEEM SS I.D. TAG	P49680	G	340261	7/854512
EUREKA WHEEL HANDLE	P26220	G	319380	7/223866
EXL BUCKLE	P44650	G	333803	7/670206
EXL BUCKLE	P44651	G	349665	29/005508
EXL D-RING	P47130	G	333804	7/670149
EXL D-RING	P47131	G	346766	29/005509
EXL KEY FOR LOCK	P47070	G	334528	7/670205
EXL SNAP HOOK	P47120	G	338152	7/670150
EXL ZIPPER PULL	P47030	G	333109	7/670147
EXPANDABLE TROLLEY	P46690	G	5180057	7/670121
F'LITE UPRIGHT WHEEL HANDLE	P68250	G	457320	29/138841

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FABRIC LUGGAGE HANDLE ASSEMBLY	P70400	F		29/171468
FLEXLOCK TRIANGULAR NTF ELEMEN	P69865	F		FILED
FLIGHT CASE	P48510	G	5253739	7/854504
FOLDING HANGER	P64820	G	428712	29/100969
GENESIS SMART ATTACHE	P65050	G	426704	29/101738
GOLF BAG CARRIER	P33070	G	339227	7/568558
GRAVITY AUXILIARY LATCH	P49180	G	4652029	6/646363
GRAVITY STAY	P49190	G	4714286	6/760057
GSI WHEEL HOUSING	P64970	G	425705	29/094073
HANDLE	P70110	G	5560083	8/397523
HANDY CASE	P56030	G	370563	29/016208
HARDLITE ATTACHE DESIGN	P68210	G	453267	29/137328
HARDLITE FRAME TO SHELL PROCES	P68390	F		09/868018
HOMMAGE LUGGAGE	P70450	F		29/171465
HYBRID DESIGN	P65370	G	427434	29/099631
HYBRID LUGGAGE	P63301	G	6325189	09/490400
INNOVATIVE PIGGYBACK	P17370	G	309980	32160
INNOVATIVE PIGGYBACK	P30600	G	4759431	7/038508
INNOVATIVE PIGGYBACK II	P25600	G	312352	7/096886
LAPTOP COMPUTER BAG	P31620	G	346901	7/437039

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LAPTOP COMPUTER CASE	P46880	G	340356	7/741883
LARK 190 PACKING CASE	P28710	G	327575	7/313775
MOAB ANCHOR DEVICE FOR LUGGAGE	P68180	G	450187	29/130942
MOAB LUGGAGE HANDLE	P68170	G	452806	29/130940
MOAB RAISED CORNER POCKETS FOR	P68190	G	460264	29/130943
MOLDED VINYL CAMCORDER CASE	P31390	G	336153	7/417756
MONOBLOCK BUCKLE	P50620	G	341335	7/881365
ODYSSEY II	P18530	G	308298	827645
OPTIMA UPRIGHT LUGGAGE CASE	P68500	G	463663	29/149088
OYSTER CASE (3 LATCHES)	P19660	G	310450	6/858295
OYSTER CASE (3 LATCHES)-CIP	P44770	G	5111920	7/530502
OYSTER CSR WEB HANDLE	P24350	G	315285	7/039995
OYSTER DUFFLE/TOTE	P24400	G	313888	7/021065
OYSTER LATCH LOCK	P24900	G	4782673	7/060109
OYSTER STEERING HANDLE (2)	P19670	G	303076	6/858296
PADLOCK	P50650	G	346948	7/877063
PARAGON POLYESTER CASE GLIDE	P68541	F		29/144967
PERMALITE	P27340	G	5031734	7/476870
PERSONAL CASE	P24450	G	322168	7/313779

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PRESSFORM SHELL MOLDING (FWC)	P53790	G	5376322	8/023731
PROFLINE D-RING	P67310	G	454691	29/124026
PROFLINE DELUXE HANDLE ASSEMBL	P67250	G	460677	29/124029
PROFLINE DELUXE LOCK ASSEMBLY	P67290	G	447044	29/124027
PROFLINE POCKET CONSTRUCTION	P69960	F		10/296659
PROFLINE SNAP HOOK	P67300	G	461312	29/124028
PUSH/PULL CARGO	P49580	G	5197578	7/830085
PUSHMAN III (CONT)	P70211	G	395164	29/064169
QUANTUM ATTACHE (FWC)	P51980	G	5249653	7/946047
QUANTUM PORTFOLIO	P49630	G	343729	7/856195
QUICK HOOK ASSEMBLY WITH GUIDE	P55031	G	5593009	08/562230
RUGGER	P24390	G	313316	7/164379
RUGGER (DUFFLE)	P26550	G	314276	7/165671
SAHORA SPINNER/BACKPACK	P69991	F		29/171469
SAHORA WHEELED DUFFEL BAG	P69990	F		29/171461
SIDE LOADER	P58430	G	5494157	8/339366
SIDE PANEL OF SOFT LUGGAGE	P55209	G	328391	476027
SIDEKICKS 3 WHEEL CASE	P31860	G	329139	7/454870
SILHOUETTE 8 EVO SUSPENSION WH	P69110	F		60/457183

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SILHOUETTE 8 SISSON SUITER	P69690	F		60/457384
SILHOUETTE FRAME VARIATIONS	P28370	G	318177	7/322824
SMART POCKET	P58780	G	5685401	8/430977
SOFT ROLLER WHEEL SYSTEM	P70520	F		29/178474
SON OF OYSTER - PULLMAN	P62760	G	393153	29/065349
SPARK FL BIG WHEEL	P69880	F		29/171464
SPARK FL DUFFEL	P70140	F		29/171466
SPARK FL GSI GLIDE	P70410	F		29/171449
SPARK FL WHEELED LUGGAGE SYSTE	P69870	F		29/171467
SPECTRUM LUGGAGE CASE	P44250	G	333914	7/525432
SPORT BAG	P49620	G	345255	7/901463
STARBOARD DUFFLE BAG	P45610	G	317081	7/592051
STARBOARD GARMENT BAG	P45630	G	320115	7/592056
STARBOARD SHOPPING TOTE	P45620	G	322718	7/592053
STARBOARD TROLLEY	P25700	G	309685	7/101332
STARBOARD WEEKEND/SPORT BAGS	P16720	G	315827	7/101331
STARBOARD WHEEL CASE	P28360	G	321791	7/322826
STARCK ATTACHE	P66750	G	444297	29/123886
STARCK BACKPACK	P66740	G	447863	29/123887

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STARCK BOARD CASE	P66770	G	448928	29/123885 .
STARCK DUFFEL	P66780	G	444945	29/123884
STARCK DUFFEL WITH FLAP	P67160	G	444627	29/123883
STARCK DUFFEL WITH WHEELS	P67170	G	444298	29/123882
STARCK ZIPPER PULLS	P67190	G	449563	29/123881
SUITCASE/REMOVABLE DIVIDER WIT	P55219	G	4854432	215556
SWING OUT WHEEL	P63310	G	5758752	08/813481
SYSTEM 4 CLOSURE LOOP IMPROVE	P18490	G	328974	833453
SYSTEM 4 TROLLEY/LIP/2	P23310	G	4798289	917409
TAPESTRY PILOT CASE	P70050	G	374773	29/043264
TAURO CENTER-OPEN CASE	P23530	G	308760	929235
TAURO HARDSIDE	P18540	G	308761	929583
TELESCOPING TROLLEY	P23320	G	4736854	7/079608
TELESCOPING TROLLEY	P26240	G	309686	7/152603
TRANSPORTER	P70200	G	395361	29/051356
TRANSPORTER PUSHMAN HANDLE	P70301	G	411729	29/059642
TRUNK & CO. BACKPACK	P67630	G	457306	29/138964
TRUNK & CO. COMBO ADDRESS HOLD	P67631	G	458755	29/136853
TYPE B EXTRUSION FOR LUGGAGE F	P45910	G	5168968	7/638675 .

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ULTRALITE GARMENT BAG HOOK	P28740	G	318789	7/313777
ULTRALITE TRAVELLER	P28720	G	322357	7/313778
ULTRAVALET GARMENT BAG	P23120	G	4736839	6/947666
VERTICAL PUSHMAN	P70162	G	5630521	08/636595
VERTICAL PUSHMAN (CONT)	P70165	G	6533086	08/857118
WHEELED CAR SEAT	P68672	F		10/370141
WHEELED CAR SEAT	P69160	G	471727	29/155584
WHEELED LUGGAGE CASE	P53300	G	352395	29/004033
WORLD'S GREATEST UPRIGHT - EPS	P61910	G	383604	29/051358
WORLD'S GREATEST UPRIGHT-SILHO	P61390	G	389308	29/051357
XYLEM SOFT DUFFEL/BEAUTY CASE/	P69835	F		29/164500
XYLEM SOFT UPRIGHT CASE	P68750	G	472705	29/149458
XYLEM SOFT WIDE HANDLE	P68950	G	472051	29/149459
ZIPLITE	P56210	G	360756	29/018949

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LATHAM & WATKINS LLP

August 6, 2003

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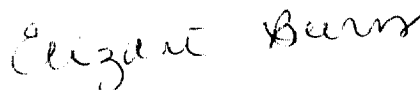
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GECC/Samsonite

Dear Madam/Sir:

I am enclosing one Patent Security Agreement from Samsonite Corporation to General Electric Capital Corporation, as North American Collateral Agent, along with our check in the amount of \$6,440.00 representing recording fees for processing and placement of record.

If you have any questions, please feel free to contact me. Please forward the recorded document to my attention.

Very truly yours,



Elizabeth J. Burns,
Senior Paralegal

EJB/mm
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