

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3941730

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EBAGS, INC.	05/06/2016
RECEIVING PARTY DATA	
Name:	PACIFIC WESTERN BANK
Street Address:	406 BLACKWELL STREET
Internal Address:	SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D748918
Patent Number:	D739653
Patent Number:	D731181
Application Number:	14682929
CORRESPONDENCE DATA	
Fax Number:	(919)354-1278
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	919-314-3086
Email:	loandocsdept@square1bank.com
Correspondent Name:	PACIFIC WESTERN BANK
Address Line 1:	406 BLACKWELL STREET
Address Line 2:	SUITE 240
Address Line 4:	DURHAM, NORTH CAROLINA 27701
NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	/NICHOLASNANCE/CCD
DATE SIGNED:	06/29/2016
Total Attachments: 6	
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PATENT

REEL: 039044 FRAME: 0456

**SUPPLEMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement to Intellectual Property Security Agreement is entered into as of May 6, 2016 by and between **PACIFIC WESTERN BANK** ("**Bank**") and **EBAGS, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank (as successor in interest by merger to Square 1 Bank), and Grantor previously entered into an Intellectual Property Security Agreement (the "**IP Security Agreement**"), dated as of August 15, 2013 (the "**Effective Date**"). Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.

B. Bank and Grantor now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT

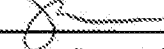
The IP Security Agreement is hereby amended and supplemented by adding the Intellectual Property listed on Exhibit A hereto to Exhibit A of the IP Security Agreement, the Intellectual Property listed on Exhibit B hereto to Exhibit B of the IP Security Agreement, and the Intellectual Property listed on Exhibit C hereto to Exhibit C of the IP Security Agreement. References to Exhibits contained in the IP Security Agreement shall be deemed to refer to such Exhibits as supplemented by the Exhibits attached hereto. Without limitation on the generality of the foregoing, (1) Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the intellectual property described on the Exhibits hereto, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and (2) Grantor represents and warrants to Bank that, other than as set forth on the Exhibits to the IP Security Agreement (as amended and supplemented by the Exhibits hereto), it has no trademarks or patents registered with the United States Patent and Trademark Office, or copyrights registered with the United States Copyright Office, or any pending applications therefor.

This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Supplement to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

EBAGS, INC.

By: 
Name: Eric S. Smith
Title: Vice President & Controller

BANK:

PACIFIC WESTERN BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Supplement to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

EBAGS, INC.

By: _____
Name: _____
Title: _____

BANK:

PACIFIC WESTERN BANK

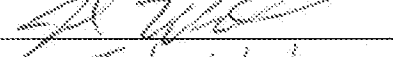
By:  _____
Name: John Wooten
Title: VP

EXHIBIT A

COPYRIGHTS

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
None		

EXHIBIT B**PATENTS**

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
Backpack	D748,918	02/09/16
	D490,862	05/14/14
Backpack	D739,653	09/29/15
	D485,506	03/19/14
Luggage	D731,181	06/09/15
	D485,504	03/19/14
Luggage Locking Mechanism	20150300049	10/22/15
	14/682,929	04/09/15

EXHIBIT C

TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
FIREWALL	86904678	02/11/16
FIREWALL RAPIDSCREEN	86904670	02/11/16
YOUR JOURNEY STARTS HERE	86958792	03/30/16
YOUR JOURNEY STARTS HERE	86958788	03/30/16