

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5029483

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRAVELPRO BSI, INC.	06/28/2018
RECEIVING PARTY DATA	
Name:	TRIANGLE CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	3700 GLENWOOD AVENUE
Internal Address:	SUITE 530
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27612
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	14722980
Application Number:	15388413
Application Number:	15389044
Patent Number:	D767893
Patent Number:	D779211
Patent Number:	D795045
Application Number:	29614486
CORRESPONDENCE DATA	
Fax Number:	(704)339-3470
<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>	
Email:	ecampbell@robinsonbradshaw.com
Correspondent Name:	ELIZABETH CAMPBELL
Address Line 1:	101 N. TRYON STREET
Address Line 2:	SUITE 1900
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28246
ATTORNEY DOCKET NUMBER:	21649.00024
NAME OF SUBMITTER:	ELIZABETH CAMPBELL
SIGNATURE:	/s/ Elizabeth Campbell

DATE SIGNED:	06/28/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=Travelpro BSI Inc. - Patent Security Agreement#page1.tif source=Travelpro BSI Inc. - Patent Security Agreement#page2.tif source=Travelpro BSI Inc. - Patent Security Agreement#page3.tif source=Travelpro BSI Inc. - Patent Security Agreement#page4.tif source=Travelpro BSI Inc. - Patent Security Agreement#page5.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of June 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by the undersigned (the “**Grantor**”) in favor of Triangle Capital Corporation, a Maryland corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantor is a party to a Second Lien Security Agreement, dated as of May 20, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION. 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); *provided*, that the Patent Collateral shall not include any Excluded Assets:

- (i) all letters patent of the United States in or to which the Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,
- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

THE GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE USPTO RECORD THIS PATENT SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. Counterparts

This Agreement 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.

[Remainder of page intentionally left blank]

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

TRAVELPRO BSI, INC.

By: 

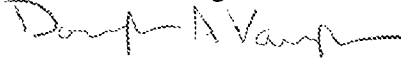
Name: Anthony J. Macaione

Title: Chief Financial Officer

[Signature Page - Second Lien Patent Security Agreement]

PATENT
REEL: 046231 FRAME: 0492

TRIANGLE CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: Douglas A Vaughn

Title: Senior Managing Director

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	Application/ Patent No.	Filed	Status	Record Owner
Active Container	14/722,980	May 27, 2015	Pending	Travelpro BSI, Inc.
Active Container	15/388,413	Dec 22, 2016	Pending	Travelpro BSI, Inc.
Active Container	15/389,044	Dec 22, 2016	Pending	Travelpro BSI, Inc.
Suitcase	D767893	Sept 8, 2015	Granted	Travelpro BSI, Inc.
Suitcase Closure	D779211	Sept 11, 2015	Granted	Travelpro BSI, Inc.
Container Wheel	D795045	April 30, 2015	Granted	Travelpro BSI, Inc.
Container Wheel	29/614,486	Aug 18, 2017	Pending	Travelpro BSI, Inc.