

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7650646

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
TUMI, INC.		10/13/2022
RECEIVING PARTY DATA		
Name:	HSBC BANK USA, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	
Street Address:	452 5TH AVENUE (8E6)	
Internal Address:	ATTN: CORPORATE TRUST AND LOAN AGENCY	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10018	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Application Number:	29784887	
Application Number:	29785382	
Application Number:	29785388	
Application Number:	29785420	
Application Number:	29785421	
Application Number:	29785673	
Application Number:	29791133	
Application Number:	29791134	
Application Number:	29805800	
Application Number:	29805801	
Application Number:	29827800	
Application Number:	29827801	
Application Number:	29827803	
Application Number:	63193572	
Application Number:	63238680	
Application Number:	17420313	
Application Number:	17620494	
CORRESPONDENCE DATA		

Fax Number: (303)629-3450

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.

Phone: 303-629-3400

Email: reichel.nicole@dorsey.com

Correspondent Name: CHARLENE M. KROGH; DORSEY & WHITNEY LLP

Address Line 1: 1400 WEWATTA STREET, SUITE 400

Address Line 2: IP DEPARTMENT

Address Line 4: DENVER, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER:	M275921
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NAME OF SUBMITTER:	CHARLENE M. KROGH
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SIGNATURE:	/CMK2112/
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DATE SIGNED:	11/17/2022
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Total Attachments: 11

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT
(October 13, 2022- Supplement to August 1, 2016 Agreement Schedules)

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**Supplemental IP Security Agreement**") dated October 13, 2022, is made by the Person listed on the signature pages hereof (the "**Grantor**") in favor of HSBC Bank USA, National Association, as collateral agent (in such capacity and any successor in such capacity, the "**Collateral Agent**") for the Secured Parties (as defined in the Security Agreement referred to below). Capitalized terms used in this Supplemental IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Security Agreement (as defined below) or the Amended and Restated Credit Agreement (as defined below).

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of May 13, 2016 (as amended, amended and restated, supplemented, waived or otherwise modified prior to April 25, 2018, the "**Original Credit Agreement**"), is entered into by and among PTL Acquisition Inc., a Delaware corporation, as a "**Borrower**", the other Borrowers party thereto from time to time, the Guarantors party thereto from time to time, the Lenders party thereto from time to time, HSBC Bank USA, National Association, as TLA and Revolver Administrative Agent (together with its permitted successors in such capacity, the "**Original TLA and Revolver Administrative Agent**") and as Collateral Agent (together with its permitted successors in such capacity, the "**Original Collateral Agent**"), and Morgan Stanley Senior Funding, Inc., as TLB Administrative Agent (together with its permitted successors in such capacity, the "**Original TLB Administrative Agent**" and together with the TLA and Revolver Administrative Agent, the "**Original Administrative Agents**"); and

WHEREAS, reference is made to that certain Amended and Restated Credit and Guaranty Agreement, dated as of April 25, 2018 (as amended by (i) that certain Amendment No. 1 to Amended and Restated Credit and Guaranty Agreement, dated as of March 29, 2019, (ii) that certain Amendment No. 2 to Amended and Restated Credit and Guaranty Agreement, dated as of March 16, 2020, (iii) that certain Amendment No. 3 to Amended and Restated Credit and Guaranty Agreement, dated as of April 29, 2020, (iv) that certain Amendment No. 4 to Amended and Restated Credit and Guaranty Agreement, dated as of May 7, 2020, and (v) that certain Amendment No. 5 to Amended and Restated Credit and Guaranty Agreement, dated as of June 7, 2021, and (vi) that certain Amendment No. 6 (as defined below), and as further amended and restated, supplemented, waived or otherwise modified prior to the date hereof, the "**Amended and Restated Credit Agreement**"), entered into by and among **Samsonite International S.A.**, a *société anonyme* (public limited liability company) governed by the laws of the Grand-Duchy of Luxembourg, having its registered office at 13-15 Avenue de la Liberté, L-1931 Luxembourg, registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce de des Sociétés, Luxembourg*) under number B 159469, as a "**Borrower**", the other Borrowers party thereto from time to time, the Guarantors party thereto from time to time, the Lenders party thereto from time to time, HSBC Bank USA, National Association, as TLA and Revolver Administrative Agent (together with its permitted successors in such capacity, "**TLA and Revolver Administrative Agent**" and as Collateral Agent (together with its permitted successors in such capacity, "**Collateral Agent**"), and Bank of America N.A., as TLB Administrative Agent (together with its permitted successors in such capacity, "**TLB Administrative Agent**" and together with the TLA and Revolver Administrative Agent, the "**Administrative Agents**"); and

WHEREAS, in connection with the Original Credit Agreement and the making of Loans by the Lenders and the entry into Hedge Agreements and Cash Management Agreements by the Lender Counterparties from time to time, the Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of August 1, 2016 (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"), by and among the Grantor, the other Pledgors party thereto, the Original Administrative Agents and the Original Collateral Agent.

WHEREAS, reference is made to that certain Amendment No. 6 to Amended and Restated Credit and Guaranty Agreement, dated as of June 21, 2021, by and among, **Samsonite International S.A.**, a *société anonyme* (public limited liability company) governed by the laws of the Grand-Duchy of Luxembourg, having its registered office at 13-15 Avenue de la Liberté, L-1931 Luxembourg, registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce de des Sociétés, Luxembourg*) under number B 159469, as a "Borrower", the other Borrowers party thereto from time to time, the Guarantors party thereto from time to time, the Lenders party thereto and acknowledged by the TLB Administrative Agent ("Amendment No. 5"); and

WHEREAS, in connection with Amendment No. 6 the Grantor has executed and delivered that certain Reaffirmation of Pledge and Security Agreements, dated as of June 21, 2021 (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Reaffirmation of Pledge and Security Agreements"), by and among the Grantor, the other Pledgors party thereto, the Administrative Agents and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Supplemental IP Security Agreement for recording with the USPTO, the United States Copyright Office and the EUIPO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in the Grantor's right, title and interest in and to the following Collateral (excluding any Excluded Assets) (collectively, the "IP Collateral"):

- (i) the Designs set forth in Schedule A hereto;
- (ii) the Patents set forth in Schedule B hereto;
- (iii) the Trademarks set forth in Schedule C hereto, (excluding any "intent to use" trademark application or intent-to-use service mark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that and during the period in which the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the Grantor's right, title

or interest therein or any such trademark or service mark application under applicable federal law), together with the goodwill symbolized thereby;

(iv) the Copyrights set forth in Schedule D hereto; and

(v) all Proceeds, Supporting Obligations and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to any of the foregoing, and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the IP Collateral by the Grantor under this Supplemental IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, the EUIPO and any other applicable government officer record this Supplemental IP Security Agreement.

SECTION 4. Counterparts. This Supplemental IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart to this Supplemental IP Security Agreement by facsimile or any other electronic transmission (e.g., "PDF" or "TIFF") shall be as effective as delivery of a manually signed original.

SECTION 5. Grants, Rights and Remedies. This Supplemental IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. THIS SUPPLEMENTAL IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SUPPLEMENTAL IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with Section 5.15 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor instruments in writing in recordable form releasing the liens on and security interests in the IP Collateral under this Supplemental IP Security Agreement.

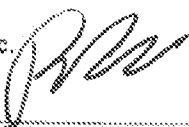
IN WITNESS WHEREOF, the Grantor has caused this Supplemental IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HSBC Bank USA

By: 

Name: Anita Ram

Title: VP

Tumi, Inc. 

By: 

Name: Richard A. Lamb

Title: Assistant Secretary

[Signature Page to Supplemental IP Security Agreement]

Schedule A
Tumi, Inc. - Designs

COUNTRY	TITLE	APPL. NO.	FILING DATE	DESIGN REG. NO.	ISSUE DATE	APPLICANT	ASSIGNEE NAME
European Union	BOTTLE HOLDER	008776512-0001	Nov 25, 2021			Tumi, Inc.	
United States of America	ID PATCH (ALPHA BRAVO 4.0)	29/784,887	May 21, 2021			Tumi, Inc.	Tumi, Inc.
United States of America	ALPHA BRAVO 4.0 NORTH SOUTH TOTE	29/785,382	May 25, 2021			Tumi, Inc.	Tumi, Inc.
United States of America	ALPHA BRAVO 4.0 EAST WEST TOTE	29/785,388	May 25, 2021			Tumi, Inc.	Tumi, Inc.
United States of America	BACKPACK (ALPHA BRAVO 4.0 MEDIUM BACKPACK)	29/785,420	May 25, 2021			Tumi, Inc.	Tumi, Inc.
United States of America	BACKPACK (ALPHA BRAVO 4.0 LARGE BACKPACK)	29/785,421	May 25, 2021			Tumi, Inc.	Tumi, Inc.
United States of America	BOTTLE HOLDER	29/785,673	May 26, 2021			Tumi, Inc.	Tumi, Inc.
United States of America	LUGGAGE	29/791,133	Dec 30, 2021			Tumi, Inc.	
United States of America	LUGGAGE	29/791,134	Dec 30, 2021			Tumi, Inc.	
United States of America	TRUNK WITH RAIL SYSTEM AND PANEL INSERTS	29/805,800	Aug 30, 2021			Tumi, Inc.	Tumi, Inc.
United States of America	TRUNK WITH RAIL SYSTEM AND PANEL INSERTS	29/805,801	Aug 30, 2021			Tumi, Inc.	Tumi, Inc.

4891-1697-31011

COUNTRY	TITLE	APPL. NO.	FILING DATE	DESIGN REG. NO.	ISSUE DATE	APPLICANT	ASSIGNEE NAME
United States of America	MCLAREN BACKPACK AND CARRY ON LUGGAGE	29/827,800	Feb 22, 2022			Tumi, Inc.	
United States of America	MCLAREN BACKPACK AND CARRY ON LUGGAGE	29/827,801	Feb 22, 2022			Tumi, Inc.	
United States of America	MCLAREN BACKPACK AND CARRY ON LUGGAGE	29/827,803	Feb 22, 2022			Tumi, Inc.	

4891-1697-31011




Schedule B
Tumi, Inc. – Patents

COUNTRY	TITLE	APPLN. NO.	FILING DATE	LOCAL FILING DATE	PATENT NO	ISSUE DATE	APPLICANT	ASSIGNEE NAME
United States of America	Zipper Cover Arrangement for Luggage and Bags	17/420,313	Jan 3, 2019	Jul 1, 2021			Tumi, Inc.	Tumi, Inc.
United States of America	REPOSITIONABLE BOTTLE HOLDER (IN-OUT POCKET FOR WATER BOTTLE)	17/620,449	Jun 18, 2019	Dec 17, 2021			Tumi, Inc.	
United States of America	FOLDABLE BOTTLE HOLDER	63/193,572	May 26, 2021				Tumi, Inc.	Tumi, Inc.
United States of America	LUGGAGE INCLUDING MODULAR LUGGAGE FRAME	63/238,680	Aug 30, 2021				Tumi, Inc.	Tumi, Inc.

4891-1697-3101\1

PATENT
REEL: 061809 FRAME: 0486

Schedule C
Tumi, Inc. --Trademarks

COUNTRY	TRADEMARK	MARK IMAGE	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
European Union	TUMI		018474785	May 19, 2021	018474785	Sep 10, 2021	Tumi, Inc.
European Union	TUMI (Stylized Logo)		1422244	Dec 3, 2021			Tumi, Inc.
European Union	TUMI		1431070	Dec 3, 2021			Tumi, Inc.
United States of America	TUMI (Stylized Logo)		90/720,629 ¹	May 19, 2021			Tumi, Inc.
United States of America	ATLAS [00.00 GMT] TUMI		97/006,169 ²	Sep 1, 2021			Tumi, Inc.
United States of America	T TUMI (Stylized Logo)		97/041,112 ²	Sep 23, 2021			Tumi, Inc.
United States of America	KINETIC [--- GMT] TUMI		97/058,068 ¹	Oct 4, 2021			Tumi, Inc.

¹ These applications are based on 1(b).

² These applications relate to a fragrance license and were filed by counsel for the Licensee and at the Licensee's cost but with Tumi, Inc. ownership.

COUNTRY	TRADEMARK	MARK IMAGE	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
United States of America	TUMI		97/344,983	Apr 4, 2022			Tumi, Inc.

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Tumi, Inc.— Trademark Application (based on 1(b))
Statement of Use Filed 25 April 2021 to 25 April 2022

None.

4391-1697-3101\1

Schedule D
Tumi, Inc. -Copyrights

None.

4891-1697-31611