

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8239327

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRAVELPRO BSI, INC.	10/24/2023
TRAVELPRO PRODUCTS, INC.	10/24/2023
RECEIVING PARTY DATA	
Name:	ACQUIOM AGENCY SERVICES LLC
Street Address:	950 17TH STREET, SUITE 1400
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	D767893
Patent Number:	D779211
Patent Number:	D856120
Patent Number:	D795045
Patent Number:	D696019
Patent Number:	D699438
Patent Number:	D773819
Patent Number:	8851251
Patent Number:	9706825
Patent Number:	9351554
Patent Number:	7036642
Patent Number:	6050374
Patent Number:	6253891
Patent Number:	8875855
Patent Number:	10799001
Patent Number:	11357298
Application Number:	17025950
Application Number:	17004956
Application Number:	17505070

Property Type	Number
Patent Number:	D962240

CORRESPONDENCE DATA

Fax Number: (949)567-6710
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: 9498527792

Email: ipprosecution@orrick.com, vsantos@orrick.com, amosley@orrick.com

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP

Address Line 1: 2050 MAIN STREET, SUITE 1100

Address Line 4: IRVINE, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	39368.20
NAME OF SUBMITTER:	ASHELI MOSLEY
SIGNATURE:	/Asheli Mosley/
DATE SIGNED:	10/25/2023

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of October 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of ACQUIOM AGENCY SERVICES LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of October 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, 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 Grantors hereby agree with the Collateral 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, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral 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 hereafter owned by such Grantor or in which such 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 any Grantor now or hereafter owns any right, title or interest therein, all registrations 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 (b) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to exclude other Persons from making, using and/or selling the inventions 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, in whatever form.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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. 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 AND AGREEMENT TO COOPERATE

Each Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement. Each Grantor agrees to reasonably cooperate with the Collateral Agent with respect to any further documents or information needed in order to effectuate the terms of this Agreement, including but not limited to executing any additional documents as reasonably requested by the Collateral Agent.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the termination of the Aggregate Commitments and the payment in full in cash of all Secured Obligations (other than any indemnification obligations not then due). Upon the termination of this Agreement, the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, documents reasonably requested by the Grantors 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, each 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.

DocuSigned by:


Name: Robert Cooper

Title: Chief Executive Officer and
President

TRAVELPRO PRODUCTS, INC.

DocuSigned by:


Name: Robert Cooper

Title: Chief Executive Officer and
President

[Signature Page to Patent Security Agreement (TL)]

PATENT
REEL: 065335 FRAME: 0660

ACQUIOM AGENCY SERVICES LLC
as Collateral Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Senior Director

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	Country	Application No.	Patent No.	Status	Record Owner
ACTIVE CONTAINER	US	29/538746	D767893	Registered	Travelpro BSI, Inc.
ACTIVE CONTAINER	US	29/539269	D779211	Registered	Travelpro BSI, Inc.
CONTAINER WHEEL	US	29/614486	D856120	Registered	Travelpro BSI, Inc.
CONTAINER WHEEL	US	29/525533	D795045	Registered	Travelpro BSI, Inc.
HANDLE FOR LUGGAGE	US	29/453238	D696019	Registered	Travelpro Products, Inc.
TELESCOPING HANDLE	US	29/464766	D699438	Registered	Travelpro Products, Inc.
HANDLE FOR LUGGAGE	US	29/528185	D773819	Registered	Travelpro Products, Inc.
HANDLE FOR LUGGAGE	US	13/871488	8851251	Registered	Travelpro Products, Inc.
HANDLE FOR LUGGAGE	US	14/484669	9706825	Registered	Travelpro Products, Inc.
HANDLE FOR LUGGAGE	US	14/734314	9351554	Registered	Travelpro Products, Inc.
LAPTOP COMPUTER CARRYING CASE	US	10/766732	7036642	Registered	Travelpro Products, Inc.
LUGGAGE CASE CONSTRUCTION	US	09/197752	6050374	Registered	Travelpro Products, Inc.
REMOVABLE WHEEL SYSTEM	US	09/375058	6253891	Registered	Travelpro Products, Inc.
WHEELED LUGGAGE CASE	US	13/546386	8875855	Registered	Travelpro Products, Inc.
ARTICLE OF LUGGAGE AND METHOD OF ASSEMBLING	US	15/516547	10799001	Registered	Travelpro Products, Inc.
ARTICLE OF LUGGAGE WITH A BOTTOM TRAY	US	16/806724	11357298	Registered	Travelpro Products, Inc.
HARD-SHELLED LUGGAGE WITH SOFT-SIDE POCKET	US	17/025950		Pending	Travelpro Products, Inc.
LUGGAGE WITH POWER BANK POCKET	US	17/004956		Pending	Travelpro Products, Inc.
MODULAR LUGGAGE ORGANIZER SYSTEMS	US	17/505,070		Pending	Travelpro Products, Inc.

Title	Country	Application No.	Patent No.	Status	Record Owner
Electronics interface housing for luggage	US	29/760,948	D962240	Registered	Travelpro Products, Inc.