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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8248379

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|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------------|----------------|
| TRAVELPRO BSI, INC. | 10/24/2023 |
| TRAVELPRO PRODUCTS, INC. | 10/24/2023 |

RECEIVING PARTY DATA

| | |
|------------------------|------------------------------------------|
| Name: | PNC BANK, NATIONAL ASSOCIATION, AS AGENT |
| Street Address: | 340 MADISON AVENUE |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10173 |

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 |

PATENT

| Property Type | Number |
|----------------|---------|
| Patent Number: | D962240 |

CORRESPONDENCE DATA

Fax Number: (800)914-4240
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: 8007130755
Email: erin.roberson@wolterskluwer.com
Correspondent Name: CT CORPORATION
Address Line 1: 4400 EASTON COMMONS WAY
Address Line 2: SUITE 125
Address Line 4: COLUMBUS, OHIO 43219

| | |
|---------------------------|----------------------|
| NAME OF SUBMITTER: | TIMOTHY R. O'BRIEN |
| SIGNATURE: | /Timothy R. O'Brien/ |
| DATE SIGNED: | 10/30/2023 |

Total Attachments: 9

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- source=Patent Order 95777645#page2.tif
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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 PNC Bank, National Association, as ABL Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**ABL 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 ABL Agent pursuant to which the Grantors granted a security interest to the ABL 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 ABL 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 Obligations, each Grantor hereby pledges to the ABL Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the ABL 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 or Canada 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 or Canada, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”) or the Canadian Intellectual Property Office (“**CIPO**”), 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 ABL Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the ABL 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 and the CIPO record this Patent Security Agreement. Each Grantor agrees to reasonably cooperate with the ABL 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 ABL 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 Obligations (other than any indemnification obligations not then due). Upon the termination of this Agreement, the ABL 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

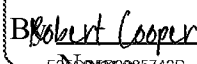
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument.

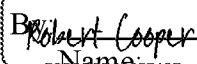
[Remainder of page intentionally left blank]

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.

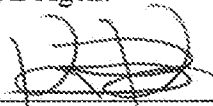
DocuSigned by:

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 (ABL)]

PNC BANK, NATIONAL ASSOCIATION,
as ABL Agent

By: 
Name: Hossein Nouri
Title: SVP

[Signature Page to Patent Security Agreement]

PATENT
REEL: 065395 FRAME: 0334

SCHEDULE A
to
PATENT SECURITY AGREEMENT

United States Patents

Registered 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. |

| Title | Country | Application No. | Patent No. | Status | Record Owner |
|-------------------------------------------|---------|-----------------|------------|------------|--------------------------|
| MODULAR LUGGAGE ORGANIZER SYSTEMS | US | 17/505,070 | | Pending | Travelpro Products, Inc. |
| Electronics interface housing for luggage | US | 29/760,948 | D962240 | Registered | Travelpro Products, Inc. |

Canadian Patents

Registered Patents and Patent Applications

| Title | Country | Application No. | Patent No. | Status | Record Owner |
|--------------------------------|---------|-----------------|------------|------------|--------------------------|
| HANDLE FOR LUGGAGE | CA | 2821168 | 2821168 | Registered | Travelpro Products, Inc. |
| WHEELED LUGGAGE CASE | CA | 2865392 | 2865392 | Registered | Travelpro Products, Inc. |
| LUGGAGE WITH POWER BANK POCKET | CA | 3190894 | | Pending | Travelpro Products, Inc. |