Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		111/11/2004	National Association: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	Tumi, Inc.
Street Address:	1001 Durham Avenue
City:	South Plainfield
State/Country:	NEW JERSEY
Postal Code:	07080
Entity Type:	CORPORATION: NEW JERSEY

# PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2201151	BRIEF PACK
Registration Number:	1775215	DAKOTA
Registration Number:	2179161	DAKOTA METRO
Registration Number:	2186760	THE SAFE CASE
Registration Number:	1356646	ТИМІ
Registration Number:	1689565	EXCELLENCE BY DESIGN
Registration Number:	1924628	WHEEL-A-WAY
Registration Number:	1219984	CASESETTER

## **CORRESPONDENCE DATA**

Fax Number: (917)777-3059

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

212-735-3059 Phone: jward@skadden.com Email:

Correspondent Name: Jennifer Ward

> **TRADEMARK REEL: 003486 FRAME: 0702**

900070107

Address Line 1: 4 Times Square Address Line 2: 30-118 Address Line 4: New York, NEW YORK 10036 ATTORNEY DOCKET NUMBER: 694120/1 NAME OF SUBMITTER: Jennifer Ward Signature: /jw/ 02/23/2007 Date: **Total Attachments: 5** source=Tumi Release#page1.tif source=Tumi Release#page2.tif source=Tumi Release#page3.tif source=Tumi Release#page4.tif

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## RELEASE AND ASSIGNMENT OF PATENTS AND TRADEMARKS

This RELEASE AND ASSIGNMENT OF PATENTS AND TRADEMARKS ("Assignment") is given as of this 11 day of 1, 2004, by PNC BANK, NATIONAL ASSOCIATION, located at Two Tower Center, East Brunswick, New Jersey 08816, as Agent for the Lenders, (the "Assignor"), in favor of TUMI, INC., a corporation of the State of New Jersey, located at 1001 Durham Avenue, South Plainfield, New Jersey 07080 (the "Assignee"). Capitalized terms not defined in this Assignment have the meanings set forth for such terms in the Collateral Assignment (as defined below).

WHEREAS, pursuant to the Loan Agreement between Assignee, Assignor and certain Lenders, Assignee conveyed and granted to Assignor a security interest in, among other things, all right, title and interest of Assignee in, to and under any IP Collateral (as defined below), whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of Assignee to Lenders, including contingent obligations;

WHEREAS, pursuant to the Collateral Assignment of Patents and Trademarks between Assignor and Assignee, dated November 30, 2000 (the "Collateral Assignment"), Assignee assigned, granted and conveyed as collateral to Assignor its right, title and interest in, to and under the (i) Patents (as defined in the Collateral Assignment), including but not limited to each patent and patent application referred to in Schedule A and (ii) Trademarks (as defined in the Collateral Assignment), including each trademark registration and trademark application referred to in Schedule B along with the good-will of Assignee to which such trademarks relate, including without limitation all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all Trademarks and Patents and any applications and registrations for the foregoing that may be owned in the future by Assignee in whole or in part (collectively, the "IP Collateral");

WHEREAS, the Collateral Agreement was recorded in the United States Patent and Trademark Office on December 7, 2000, at Reel/Frame 011356/0297 (with respect to the Patents), and December 8, 2000, at Reel/Frame 2199/0300 (with respect to the Trademarks).

WHEREAS, Assignee has paid in full and satisfied the obligations under the Loan Agreement, the Loan Documents and the Collateral Assignment, and Assignor has agreed to (i) release its security interest in the IP Collateral and to

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revest Assignee with full title to the IP Collateral, including the Patents and Trademarks, and (ii) assign, grant and convey to Assignee its right, title and interest in, to and under the IP Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor hereby releases its entire right, title and interest in the IP Collateral to Assignee and revests Assignee with full right, title, and interest to the IP Collateral, and
- 2. Assignor does hereby assign, grant and convey to Assignee any and all of Assignor's right, title and interest in, to and under the IP Collateral, including without limitation all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignor shall reasonably cooperate with Assignee in executing appropriate assignment documents provided by Assignee required for completing the formalities to secure to Assignee the rights hereby transferred, upon request of Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date above first written.

**ASSIGNOR** 

PNC BANK NATIONAL

ASSOCIATION)

Name M. STANLEY-NURSE

Title: VP

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# SCHEDULE A (Patents)

Short Title	Application	Patent Number	Expiration	
	Number & Date	& Date	Date	
ATTACHE CASE	217,762	D314,668	02/19/05	
(Design)	07/05/88	02/19/91		
LUGGAGE HANDLE	236,775	D319,962	9/17/05	
(Design)	08/26/88	09/17/91		
GARMENT BAG	851,842	5,330,049	03/16/12	
	03/16/92	07/19/94		
SNAP HOOK (Design)	031,324	D365,978	01/09/10	
<b>,</b> • • •	11/22/94	01/09/96		
ADD-A-BAG HOOK	649,527	5,842,673	05/17/16	
	05/17/96	12/01/98		
HANDLE AND HANDLE BASE	29/084,470	D419,853	02/01/14	
FOR LUGGAGE (DESIGN)	03/03/98	02/01/00		
HANDLE AND HANDLE BASE	29/103,330	D424,403	05/09/14	
FOR LUGGAGE (DESIGN)	03/03/98	05/09/00		
BEZEL FOR LUGGAGE	29/084,469	D417,134	11/30/13	
TOWING HANDLE (DESIGN)	03/03/98	11/30/99		
RELEASABLE LOCK	09/033,876	6,047,442	03/03/18	
MECHANISM FOR LUGGAGE	03/03/98	04/11/00		
TOWING HANDLE				
WHEEL-A-WAY BACKPACK	09/160,014	5,984,154	09/24/18	
. <u></u>	09/24/98	11/16/99		
BACKPACK	09/166,629	6,095,389	10/15/18	
(HANDLE ON SHOULDER	10/05/98	08/01/00		
STRAP)				
SECURITY BACKPACK	09/181,017			
	10/27/98			
COMPUTER CARRYING CASE	09/248,306	6,105,764	02/11/19	
	02/11/99	08/22/00		
HANDLE AND HANDLE BASE	29/103,330	D419,853	02/01/14	
FOR LUGGAGE (Design)	04/13/99	02/01/00		
ADD-A-BAG ASSEMBLY FOR	09/033,875	6,141,841	03/03/18	
LUGGAGE	03/03/98	11/07/00		
D-RING WITH GROMMET	09/420,394	6,298,528	10/18/19	
	08/18/99	10/09/01		
HANDBAGS AND TOTE BAGS	29/111,875	D446644	9/24/16	
	10/05/99	08/21/01		

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Short Title	Application Number & Date	Patent Number & Date	Expiration Date
EXPANDABLE LUGGAGE	09/433,405 11/03/99	6,220,411 04/24/00	11/03/19
LUGGAGE ID TAG	09/506,666 02/17/00	6,671,987 01/06/04	

# SCHEDULE B (Trademarks)

Registered Marks	Serial Number	Registration Number & Date	Registration Class
BRIEF PACK	75-304293	R2201151	09, 18
		11/03/98	
DAKOTA	74-171203	R1775215	18
		06/08/93	
DAKOTA METRO	75-139460	R2179161	18
		08/04/98	
THE SAFE CASE	75-237397	R2186760	09, 18
		09/01/98	
TUMI	73-525392	R1356646	18
		08/27/85	
EXCELLENCE BY	74-035193	R1689565	18
DESIGN		05/26/92	
WHEEL-A-WAY	74-325632	R1924628	18
		10/03/95	
CASELETTER	73-303974	R1219984	18
		12/14/82	

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**RECORDED: 02/23/2007**