

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Badanco Acquisition Corp.		02/28/2005	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The CIT Group/Commercial Services, Inc.
<b>Street Address:</b>	1211 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1426568	BUSINESS PARTNER
Registration Number:	1247086	COUGAROO
Registration Number:	2455456	FREQUENT TRAVELER
Registration Number:	1531980	FREQUENT TRAVELER
Registration Number:	2247114	LOAD LEVELER
Registration Number:	2450932	LUGGAGEGUY
Registration Number:	1011767	PEGASUS LUGGAGE THE GREAT SHAPES FOR THE GREAT ESCAPES
Registration Number:	1562168	SHUTTLE PARTNER
Registration Number:	2224069	TRAVEL GEAR
Registration Number:	1530868	TRAVEL PARTNERS
Registration Number:	680239	VENTURA
Registration Number:	1363373	VENTURA
Registration Number:	1552882	WIDEBODY

**CH \$340.00 1426568**

CORRESPONDENCE DATA

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: pagodoa@federalresearch.com  
Correspondent Name: CBC Companies dba Federal Research  
Address Line 1: 1030 Fifteenth Street, NW, Suite 920  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/02/2005

Total Attachments: 6  
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings => => =>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Badanco Acquisition Corp.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State:  
 Other

Additional name(s) of conveying party(ies) attached?     Yes  No

2. Name and address of receiving party(ies)  
Name: The CIT Group/Commercial Services, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 1211 Avenue of the Americas  
City: New York                      State: NY                      Zip: 10036

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached                       Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional Name(s) & address(es) attached?                       Yes  No

3. Nature of conveyances:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date February 28, 2005

4. Application Number(s) or registration number(s)  
 A. Trademark Application(s)  
       SEE ATTACHED EXHIBIT C

B. Trademark registration No.(s)  
       SEE ATTACHED EXHIBIT C

Additional numbers attached?     Yes     No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Federal Research Corporation  
 Internal Address: \_\_\_\_\_  
 Attn: Penelope J.A. Agodoa  
 Federal Research Company, LLC  
 Street Address: 1030 15th Street, NW, Suite 920  
                       Washington, DC 20005  
                       202.783.2700  
 City: Washingtc

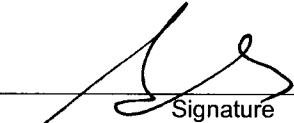
6. Total number of applications and registrations involved ..... 13

7. Total fee (37 CFR 3.41) 340.<sup>00</sup>  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

**Do Not Use This Space**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*

SONALI SHAH, ESQ.                                            February 28, 2005  
 Name of Person Signing                      Signature                      Date

Total number of pages including coversheet, attachments and document: 6

Mail documents to be recorded with required coversheet information to:  
 Commissioner of Paatents & Trademarks, Box Assignments  
 Washington, D.C. 20231

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**This Intellectual Property Security Agreement** is entered into as of February 28, 2005 by and between **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, as Lender (as defined in the Financing Agreement) ("**Lender**") and **BADANCO ACQUISITION CORP.**, a Delaware corporation to be renamed Badanco Enterprises, Inc. on or immediately following the date hereof (the "**Borrower**").

### RECITALS

**Whereas**, Borrower and Lender entered into a certain Financing Agreement of even date herewith (the "Financing Agreement") pursuant to which Lender has agreed to provide financing for the ongoing working capital needs of the Borrower. As a condition of the loans, Lender required that Borrower grant to Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Financing Agreement).

**Whereas**, pursuant to the terms of the Financing Agreement, Borrower has granted to Lender a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Financing Agreement).

**Now, Therefore**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Borrower hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Borrower grants and pledges to Lender a security interest in all of Borrower's right, title and interest in, to and under its Patents, Copyrights, and Trademarks (as defined in the Financing Agreement), including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The security interest is granted in conjunction with the security interest granted to Lender under the Financing Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Financing Agreement and the other Loan Documents (as defined in the Financing Agreement), and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Financing

Agreement, the Financing Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.


Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection with which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Borrower hereby acknowledges and agrees that Lender may, from time to time and without notice to Borrower, amend Exhibits A, B and C hereto to reflect changes in the Borrower's right, title and interest in, to and under any copyrights, patents and trademarks; provided that Borrower acknowledges and agrees that Borrower's failure to so amend such Exhibits shall not limit or impair Lender's security interest in any Intellectual Property of Borrower.

[SIGNATURE PAGE FOLLOWS]

**In Witness Whereof**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**Badanco Acquisition Corp.**, as Borrower

By:   
Name: Eric Menke  
Title: President, Treasurer and Secretary

**The CIT Group/Commercial Services, Inc.**,  
as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**In Witness Whereof**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**Badanco Acquisition Corp.**, as Borrower

By: \_\_\_\_\_

Name: Eric Menke

Title: President, Treasurer and Secretary

**The CIT Group/Commercial Services, Inc.**,  
as Lender

By: Ken J. Sellers

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit C**

**TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Status/Reg. No or Serial no.</b>
BUSINESS PARTNER	United States	1426568
COUGAROO	United States	1247086
FREQUENT TRAVELER	United States	2455456
FREQUENT TRAVELER	United States	1531980
LOAD LEVELER	United States	2247114
LUGGAGE GUY	United States	2450932
PEGASUS	United States	1011767
SHUTTLE PARTNER	United States	1562168
TRAVEL GEAR	United States	2224069
TRAVEL PARTNERS	United States	1530868
VENTURA	United States	680239
VENTURA	United States	1363373
VENTURA	Canada	149716
VENTURA	France	1,393,266
VENTURA	Italy	479,578
WIDEBODY	United States	1552882