

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Group III International, Inc.		09/30/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3870639	N NAVIGATOR	
Registration Number:	3956942	FRENCH WEST INDIES DEPUIS 1984	
Registration Number:	3870491	GLOBAL TRAVELER	
Registration Number:	3765126	SCAN SMART	
Registration Number:	1912529	LANDING GEAR	
Registration Number:	1762860	NAVIGATOR	
Registration Number:	1702513	MILLENNIUM	
Registration Number:	1690177	SUPERCARRIER	
Registration Number:	1745199	EVERYTHING BAG	
Registration Number:	1721102	DESIGNER GALLERY	
Registration Number:	1678095	PLATINUM	
Registration Number:	1202036	WORLD CLASS	
Serial Number:	85305236	FACECASE	
Serial Number:	85303322	MOBILE PAK	
Serial Number:	85303313	MOBILITY PAK	
Serial Number:	85303333	MOBILITY PACK	
Serial Number:	85303341	MOBILE PACK	
Serial Number:	85283750	NEVER SO LITE	
CORRESPONDENCE DATA			
		TRADEMARK	

Fax Number: 3128761155

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.

Email: jsalajka@dykema.com

Correspondent Name: Mary Alice Flavin/Dykema Gossett PLLC

Address Line 1: 10 South Wacker Drive, Suite 2300

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	102889-0034
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NAME OF SUBMITTER:	Jane Salajka
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SIGNATURE:	/Jane Salajka/
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DATE SIGNED:	10/02/2014
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Total Attachments: 10

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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of September 30, 2014, is by GROUP III INTERNATIONAL, INC., a Florida corporation (the "Grantor"), in favor of BMO HARRIS BANK N.A., a national banking association, for itself and its Subsidiaries and Affiliates (collectively, the "Grantee").

WITNESSETH:

WHEREAS, the Grantor has entered into that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the Grantee, pursuant to which the Grantee has agreed to make certain loans and other financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Grantee have entered into that certain General Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to enter into the Credit Agreement and to induce the Grantee to make extensions of credit to the Grantor pursuant to the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Security Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

Grantee as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark 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.


Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature page follows]

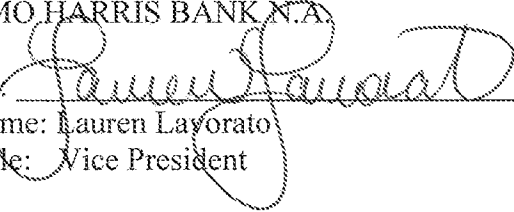
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GROUP III INTERNATIONAL, INC.

By: 
Name: John Pulichino
Title: Chief Executive Officer

Acknowledged:

BMO HARRIS BANK N.A.

By: 
Name: Lauren Layorato
Title: Vice President

**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

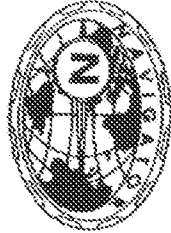
See Attached.

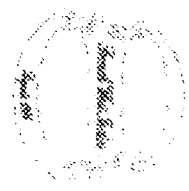
List of Pending Trademarks Applications

Mark	Filing Date	Serial Number	Int. Classes	Applicants	Assignees, if any	Status
FACECASE	76-Apr-11	85-205226	18, 9	Group III International, Ltd.	None	Published for opposition
MOBILE PAK	25-Apr-11	85-203122	9, 18	Group III International, Ltd	None	Completed review prior to publication for opposition
MOBILITY PAN	25-Apr-11	85-203113	9, 18	Group III International, Ltd	None	Completed review prior to publication for opposition
MOBILITY PACK	23-Apr-11	85-203333	9, 18	Group III International, Ltd	None	Completed review prior to publication for opposition
MOBILE PAK	25-Apr-11	85-203341	9, 18	Group III International, Ltd	None	Completed review prior to publication for opposition
NEVER SOLITE	1-Apr-11	85-203759	18	Group III International, Ltd	None	Published for opposition

List of Registered Trademarks

Mark	Filing Date	Serial Number	Registration Number	Int. Class.	Applicants	Assignees, if any	Status
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	29-Apr-10	85-010834	3956942	18	Group III International Ltd	None	Registered Nov 14, 2010
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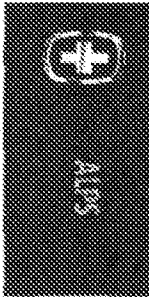
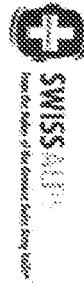


GENERAL HAWEHER	28-Mar-10	85-011114	3870191	18	Group III International Ltd	None	Registered Nov 2, 2010
SEAN SMART	9-Mar-10	74-686528	3765136	9	Group III International Ltd	None	Registered Mar 24, 2010
LANDING GEAR	10-Nov-95	74-456764	1912479	18	York Partners L.P.	Group III International Ltd	Registered Aug 15, 1995
NAVIGATOR	19-Mar-91	74-192233	1722869	18	YorkPartners L.P.	Group III International Ltd	Registered Apr 6, 1993
MILLENBUSH	14-Mar-91	74-147589	1702413	18	York Partners L.P.	Group III International Ltd	Registered July 21, 1992
SUPERCARRIER	9-Nov-90	74-113870	1630177	18	York Partners L.P.	Group III International Ltd	Registered June 2, 1992
EVERYTHING BAG	9-Nov-90	74-113785	1743199	18	York Partners L.P.	Group III International Ltd	Registered Jan 4, 1993
DESIGNER GALLERY	29-Oct-90	74-109097	1721192	18	York Partners L.P.	Group III International Ltd	Registered Sept 29, 1992
PLATINUM	27-Mar-90	74-63227	1678995	18	York Partners L.P.	Group III International Ltd	Registered Mar 3, 1992

WORLDWIDE CLASS 1948-60-51 75-291756 1202104 18 Gateway Language Co. Inc. Group III International Ltd. Registered July 24, 1982

List of Unregistered Trademarks

Mark	Filing Date	Serial Number	Registration Number	Int. Classes	Applicants	Assignees, if any	Status
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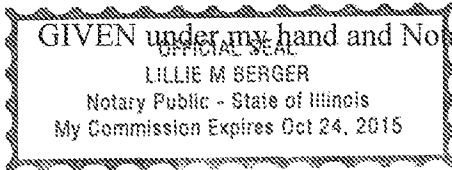


On March 29, 2011, an unrelated third party, filed an application with the US Patent and Trademark Office to register the SWISSALPS mark. On September 27, 2011, the Company initiated an opposition proceeding before the US Patent Trademark Office's Trademark Trial and Appeal Board to oppose the application to register the SWISSALPS mark.

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I Lillie M. Berger a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Pulichino, the Chief Executive Officer of GROUP III INTERNATIONAL, INC., a Florida corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.



arial Seal this 30th day of September 2014.

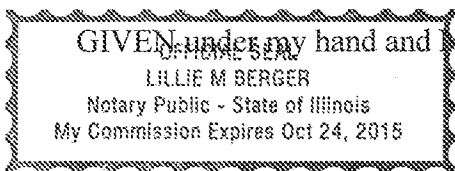
Lillie M. Berger
Notary Public

My Commission Expires: October 24, 2015

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I Lillie M. Berger a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lauren Lavorato, a Vice President of BMO HARRIS BANK N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal this 30th day of September 2014.

Lillie M. Berger
Notary Public

My Commission Expires: October 24, 2015