

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393366

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		08/01/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TUMI, INC.		
<b>Street Address:</b>	1001 Durham Avenue		
<b>City:</b>	South Plainfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07080		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 47</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2201151	BRIEF PACK	
Registration Number:	1775215	DAKOTA	
Registration Number:	2179161	DAKOTA METRO	
Registration Number:	2530774	DESIGN IN MOTION	
Registration Number:	3234649	FXT	
Registration Number:	3265866	FXT BALLISTIC NYLON	
Registration Number:	3987234	HTLS POLYESTER	
Registration Number:	3669247	JUST IN CASE	
Registration Number:	2879801	METRO XP	
Registration Number:	2664290	OMEGA CLOSURE SYSTEM	
Registration Number:	4003706	PACK-A-WAY	
Registration Number:	3815464	Q TOTE	
Registration Number:	4006739	SECURE SLIDE	
Registration Number:	2998914	TUMI	
Registration Number:	3517469	T-TECH	
Registration Number:	2805311	T-TECH	
Registration Number:	3788134	T-PASS	
Registration Number:	2186760	THE SAFE CASE	
Registration Number:	3217010	TUMI	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3245012	TUMI
Registration Number:	2925555	TUMI
Registration Number:	2919221	TUMI
Registration Number:	2884996	TUMI
Registration Number:	2588479	TUMI
Registration Number:	3794222	TUMI T-PASS
Registration Number:	2433970	TUMI TRACER
Registration Number:	2433971	TUMI TRACER
Registration Number:	3954605	TUMI VAPOR
Registration Number:	3842892	X-BRACE 45
Registration Number:	3856675	X-TECH
Registration Number:	3281018	
Registration Number:	1689565	EXCELLENCE BY DESIGN
Registration Number:	3670277	PACK-A-WAY
Registration Number:	3595760	T
Registration Number:	3538207	T TECH
Registration Number:	3746627	TOWNHOUSE
Registration Number:	3667395	TUMI ALPHA
Registration Number:	3746628	TUMI SPORT
Registration Number:	3414915	TUMI WHERE NEXT?
Registration Number:	3405930	TUMI WHERE NEXT?
Registration Number:	1924628	WHEEL-A-WAY
Serial Number:	85048455	T TECH
Serial Number:	85048417	T-TECH
Serial Number:	85147382	TUMI
Serial Number:	77586302	TUMI
Serial Number:	77560667	TUMI
Serial Number:	77184749	TUMI ORIGINALS

**CORRESPONDENCE DATA**

Fax Number: 3036293450

*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: 303-629-3400

Email: reichel.nicole@dorsey.com

Correspondent Name: CHARLENE M. KROGH; DORSEY & WHITNEY LLP

Address Line 1: 1400 Wewatta Street; Suite 400

Address Line 2: IP Department

Address Line 4: Denver, COLORADO 80202-5549

<b>NAME OF SUBMITTER:</b>	Charlene M. Krogh
<b>SIGNATURE:</b>	/cmk2112/
<b>DATE SIGNED:</b>	08/01/2016
<b>Total Attachments: 7</b> source=Active_58200104_3_Release of Security Interest in Trademarks#page1.tif source=Active_58200104_3_Release of Security Interest in Trademarks#page2.tif source=Active_58200104_3_Release of Security Interest in Trademarks#page3.tif source=Active_58200104_3_Release of Security Interest in Trademarks#page4.tif source=Active_58200104_3_Release of Security Interest in Trademarks#page5.tif source=Active_58200104_3_Release of Security Interest in Trademarks#page6.tif source=Active_58200104_3_Release of Security Interest in Trademarks#page7.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of this 1st day of August 2016, by Wells Fargo Bank, National Association, a national banking association, located at 190 River Road, Summit, New Jersey, 07901 ("Assignor"), in favor of TUMI, INC., a New Jersey corporation ("Assignee"), located at 1001 Durham Avenue, South Plainfield, New Jersey 07080. Assignee and Assignor are herein after referred to as the "Parties".

WHEREAS, Assignee, as borrower, certain subsidiaries of Assignee, as Guarantors, Assignor, as administrative agent, collateral agent, swing line lender and issuing lender, Capital One, N.A., as syndication agent, and Sovereign Bank and Citizens Bank of Pennsylvania, each as a documentation agent, and Wells Fargo Securities, LLC and Capital One, N.A. as Joint Lead Arrangers and Joint Bookrunners (Assignor, Capital One, N.A., Sovereign Bank and Citizens Bank of Pennsylvania are hereinafter collectively referred to as the "Syndication Parties"), entered into that certain Credit and Guaranty Agreement (the "Original Agreement"), dated as of October 29, 2010.

WHEREAS, in consideration of the extensions of credit and other accommodations of Assignor as set forth in the Original Agreement, respectively, Assignee agreed to secure its obligations to the Syndication Parties in part pursuant to that certain Pledge and Security Agreement (the "Original Pledge Agreement") and pursuant to that certain Trademark Security Agreement (the "Trademark Security Agreement") dated as of October 29, 2010, which was recorded with the United States Patent and Trademark Office at Reel 4308/Frame 0300.

WHEREAS, pursuant to the Trademark Security Agreement, Assignee granted to Assignor a security interest and continuing lien on all of Assignee's right, title and interest in, to, and under all of the following that are owned by Assignee:

(i) United States or state trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers; all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in **SCHEDULE A** (as such schedule may be amended or supplemented from time to time), all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including, without limitation, royalties, income, payments, damage awards and proceeds of suit (collectively, the "Trademarks");

(ii) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing (collectively, the "Other Collateral"); and

(iii) to the extent not otherwise included above, all Proceeds, products, Accessions, rents and profits of or in respect of any of the foregoing (collectively, the "Trademark Proceeds, and together with the Trademarks, the Other Collateral, the "Trademark Collateral"); and

WHEREAS, the Original Agreement was amended and restated pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of April 4, 2012 by and among Assignee, as borrower, certain Subsidiaries of Assignee, as Guarantors, and Assignor, as Lender and Collateral Agent, (as it may be amended, supplemented, restated or otherwise modified, the "Credit Agreement"), and the Original Pledge Agreement was amended and restated pursuant to that certain Amended and Restated Pledge and Security Agreement dated as of April 4, 2012 (the "Pledge Agreement") by and between Assignee and Assignor;

WHEREAS, in connection with the execution of the Credit Agreement all rights of the Syndicated Parties pursuant to the Trademark Security Agreement were assigned to Assignor; and

WHEREAS, the Parties desire that Assignor terminate and release its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully, without representation, recourse or warranty whatsoever, all of its security interest in the Trademark Collateral including, but not limited to, the Trademarks referred to on **SCHEDULE A** hereto, whether granted pursuant to the Security Agreement, Trademark Security Agreement or any other agreement or document delivered in connection with the Credit Agreement or the Original Agreement, and Assignor hereby reassigns and transfers any and all right, title and interest that it may have in the Trademark Collateral to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral including, without limitation, the Trademarks, and (iii) otherwise file this Release.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably requests in order to confirm this Release and to confirm Assignee's right, title, and interest in and to the Trademark Collateral.

Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement, Security Agreement or Credit Agreement, as applicable.

This Release and the rights and obligations of the Parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions.

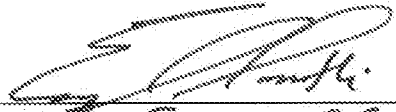
This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

*{Signature Page Follows}*


IN WITNESS WHEREOF, Assignor has cause this Release to be executed and delivered by the officer thereunder duly authorized as of the date above first written.

**ASSIGNOR:**


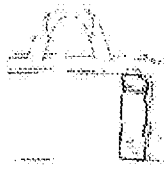

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**, as Lender and  
Collateral Agent

By:   
Name: *EUGENE S. SMITH*  
Title: *SVP*

**SCHEDULE A**

COUNTRY TRADEMARK	REG. DATE. (APP. DATE)	REG. NO. (APP. NO)	RECORD OWNER	RECORD OWNER	STATUS
U.S.	BRIEF PACK	11/3/1998 (6/6/1997)	2201151 75304293	Tumi, Inc.	Registered
U.S.	DAKOTA	6/8/1993 (5/29/1991)	1775215 (74171203)	Tumi, Inc.	Registered
U.S.	DAKOTA METRO	8/4/1998 (7/18/1996)	2179161 (75139460)	Tumi, Inc.	Registered
U.S.	DESIGN IN MOTION	1/15/2002 (7/10/2000)	2530774 (76086159)	Tumi, Inc.	Registered
U.S.	FXT	4/24/2007 (2/9/2005)	3234649 (78563840)	Tumi, Inc.	Registered
U.S.	FXT BALLISTIC NYLON	7/17/2007 (1/28/2005)	3265866 (78555587)	Tumi, Inc.	Registered
U.S.	HTLS POLYESTER	6/28/2011 (8/31/2010)	3987234 (85120087)	Tumi, Inc.	Registered
U.S.	JUST IN CASE	8/18/2009 (2/6/2009)	3669247 (77665425)	Tumi, Inc.	Registered
U.S.	METRO XP	8/31/2004 (3/22/2001)	2879801 (75981572)	Tumi, Inc.	Registered
U.S.	OMEGA CLOSURE SYSTEM	12/17/2002 (2/6/2001)	2664290 (76205630)	Tumi, Inc.	Registered
U.S.	IMAGE: PACK-A-WAY	7/26/2011 (6/15/2010)	4003706 (85063434)	Tumi, Inc.	Registered
U.S.	Q TOTE	7/6/2010 (4/9/2009)	3815464 (77710874)	Tumi, Inc.	Registered
U.S.	image: secure Slide	8/2/2011 (9/25/2009)	4006739 (77835375)	Tumi, Inc.	Registered
U.S.	image: t tECH	(5/26/2010)	(85048455)	Tumi, Inc.	Pending
U.S.	image: t3	9/20/2005 (2/25/2003)	2998914 (78218555)	Tumi, Inc.	Registered
U.S.	T-TECH	(5/26/2010)	(85048417)	Tumi, Inc.	Pending
U.S.	T-TECH	10/14/2008 (6/18/2007)	3517469 (77208758)	Tumi, Inc.	Registered
U.S.	T-TECH	1/13/2004 (2/6/2001)	2805311 (76205532)	Tumi, Inc.	Registered
U.S.	T-PASS	5/11/2010 (9/16/2008)	3788134 (77570784)	Tumi, Inc.	Registered
U.S.	THE SAFE CASE	9/1/1998 (2/6/1997)	2186760 (75237397)	Tumi, Inc.	Registered
U.S.		3/13/2007 (4/29/2005)	3217010 (78620384)	Tumi, Inc.	Registered



COUNTRY TRADEMARK	REG. DATE. (APP. DATE)	REG. NO. (APP. NO)	RECORD OWNER	RECORD OWNER	STATUS
U.S.		(10/7/2010)	(85147382)	Tumi, Inc.	Pending
U.S.	TUMI	5/22/2007 (8/29/2006)	3245012 (78962824)	Tumi, Inc.	Registered
U.S.	TUMI	(10/6/2008)	(77586302)	Tumi, Inc.	Pending
U.S.	TUMI	2/8/2005 (12/11/2000)	2925555 (76178701)	Tumi, Inc.	Registered
U.S.	TUMI	1/18/2005 (4/12/2000)	2919221 (76024120)	Tumi, Inc.	Registered
U.S.	TUMI	6/21/2011 (9/2/2008)	39818583 (77560667)	Tumi, Inc.	Registered
U.S.	TUMI	9/14/2004 (4/12/2000)	2884996 (76976794)	Tumi, Inc.	Registered
U.S.	TUMI	7/2/2002 (10/31/2001)	2588479 (76331837)	Tumi, Inc.	Registered
U.S.	TUMI ORIGINALS	4/26/2011 (5/18/2007)	77184749 (77184749)	Tumi, Inc.	Registered
U.S.	TUMI T-PASS	5/25/2010 (12/16/2008)	3794222 (77634089)	Tumi, Inc.	Registered
U.S.	TUMI TRACER	3/6/2001 (10/16/1998)	2433970 (75571533)	Tumi, Inc.	Registered
U.S.	TUMI TRACER	3/6/2001 (10/16/1998)	2433971 (75571534)	Tumi, Inc.	Registered
U.S.	TUMI VAPOR	5/3/2011 (8/31/2010)	3954605 (85120079)	Tumi, Inc.	Registered
U.S.	X-BRACE 45	8/31/2010 (8/24/2009)	3842892 (77811196)	Tumi, Inc.	Registered
U.S.	X-TECH	10/5/2010 (2/26/2010)	3856675 (77946227)	Tumi, Inc.	Registered
U.S.		8/14/2007 (5/8/2006)	3281018 (76659678)	Tumi, Inc.	Registered
U.S.	EXCELLENCE BY DESIGN	5/26/1992 (3/5/1990)	1689565 (74035193)	Tumi, Inc.	Registered
U.S.	PACK-A-WAY	8/18/2009 (3/4/2008)	3670277 (77412164)	Tumi, Inc.	Registered
U.S.		3/24/2009 (9/13/2007)	3595760 (77278576)	Tumi, Inc.	Registered

COUNTRY TRADEMARK	REG. DATE. (APP. DATE)	REG. NO. (APP. NO)	RECORD OWNER	RECORD OWNER	STATUS
U.S.		11/25/2008 (9/12/2007)	3538207 (77277541)	Tumi, Inc.	Registered
U.S.	TOWNHOUSE	2/9/2010 (7/2/2009)	3746627 (77773417)	Tumi, Inc.	Registered
U.S.	TUMI ALPHA	8/11/2009 (1/21/2008)	3667395 (77376355)	Tumi, Inc.	Registered
U.S.	TUMI SPORT	2/9/2010 (7/2/2009)	3746628 (77773448)	Tumi, Inc.	Registered
U.S.		4/22/2008 (8/2/2006)	3414915 (76664022)	Tumi, Inc.	Registered
U.S.	TUMI WHERE NEXT?	4/1/2008 (7/21/2006)	3405930 (76663454)	Tumi, Inc.	Registered
U.S.	WHEEL-A-WAY	10/3/1995 (10/26/1992)	1924628 (74325632)	Tumi, Inc.	Registered
U.S.	TUMI ZR3	(1/20/2011)	(852217951)	Tumi, Inc.	Pending