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UNITED



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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Assistant Commissioner for Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party(ies):

McGregor II, LLC
11200 East 45th Avenue
Denver, Colorado 80239

A Delaware limited liability company.

2. Name and address of receiving party(ies):

Bank of America National Trust and Savings Association, as Collateral Agent
1455 Market Street, 12th Floor
San Francisco, California 94103

A national banking association.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes

(Designation must be a separate document from Assignment)

3. Nature of conveyance: security interest.

Execution date: August 7, 1998

4. Application number(s) or registration number(s):

A. Trademark application number(s)

See attached Schedule A (Part I)

B. Trademark registration number(s)

See attached Schedule A (Part II)

RECORDED
INDEXED
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08/11/1998 DM6UYEN 00000064 74677532


01 FC:481 40.00 DF
02 FC:482 3850.00 DF

5. Name and address of party to whom correspondence concerning document should be mailed:

Stuart M. Rees, Esq.
Bingham, Dana LLP
150 Federal Street
Boston, Massachusetts 02110

6. Total number of applications and registrations involved: 135
7. Total fee enclosed: \$3,890.00
8. Deposit account number: Not applicable
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.


Stuart M. Rees

Date: August 7, 1998

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 39

Mail documents to be recorded with required cover sheet information to:

Box ASSIGNMENT FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

cc: Ms. Elizabeth Borow (Bank of America)
Lisa S. Dorushkin, Esq. (Skadden)
David O. Johanson, Esq.
Alan W. Beloff, Esq.
Marijane Benner Browne, Esq.
(each w/enclosures)

SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC

PART I

Trademark Applications - U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
CALAMITY JANE	74/677532	09MY1995
"G" & DESIGN	75/378806	24OC1997
BERT PULITZER	75/404795	12DE1997
BERT PULITZER COLLECTORS EDITION & DESIGN	75/367926	03OC1997
CALAMITY JANE	75/236301	04FE1997
DRIZZLER	75/278470	21AP1997
GLADIATOR	75/281160	25AP1997
GLADIATOR	75/278471	21AP1997
GLADIATOR	75/404796	12DE1997
IRON PANTS	75/479662	05MY1998

SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC
PART II

Trademark Registrations -- U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WORSTED-TEX & Design	218,057	21SE1930
BANDERILLO	219,331	19OC1930
SUPER-SERVICE	229,588	05JL1930
MAN'S HEAD DESIGN	268,151	11MR1930
STEIN BLOCH TAILORS & Design	289,235	24NO1931
BOTANY	294,105	17MY1932
BOTANY	339,530	13OC1936
TROPI-TEX & Design	360,094	06SE1938
BRITISH BLADE & Design	360,100	06SE1938
BRITISH LOUNGE MODEL & Design	360,107	06SE1938
ENGLISH BLADE & Design	360,108	06SE1938
VELOUR-TEX & Design	360,798	27SE1938
GABARTONES	365,717	14MR1939
BOTANAIRE	367,180	09MY1939
TROPI-CRASH & Design	371,525	26SE1939
BREEZEWEIGHT	378,092	28MY1940
SHACKET	381,709	01OC1940
BOTANY	390,858	07OC1941
BEAU BRUMMEL (Stylized)	421,954	25JE1946
BEAU BRUMMELL (Stylized)	521,764	07MR1950

SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC

Trademark Registrations -- U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WORSTED-TEX (Stylized)	555,377	26FE1952
MAXIMUM (stylized)	566,671	11NO1952
MICRO-WATE	667,461	23SE1958
FANTOMAIRE	667,465	23SE1958
HARROGATE	672,876	20JA1959
2 FISTED	674,654	24FE1959
SEQUANI (Stylized)	675,631	17MR1959
STEIN BLOCH VINTAGE TONES	676,048	24MR1959
BEXLEY	677,773	28AP1959
MR. JEEVES & Design	680,494	16JE1959
NARROLE	681,288	30JE1959
GOLDEN KEY & Design	683,716	18AU1959
SUNNYDEW	686,344	06OC1959
COLD SNAP	686,947	20OC1959
PARKRON	690,593	29DE1959
RAMROD	691,300	12JA1960
CAJMERON	702,996	16AU1960
BAYFIELD	705,634	11OC1960
COOLTEMP	721,637	19SE1961
CAREERMAN	723,145	24OC1961

SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC

Trademark Registrations -- U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MILEAGE MAKER	723,644	07NO1961
FRIENDMAKER	723,903	14NO1961
BERNHARD ALTMANN	724,530	28NO1961
BERNHARD ALTMANN	724,537	28NO1961
MAC GREGOR	729,551	03AP1962
DINO ROSELLI & Design	731,583	15MY1962
HENDRIX-SQUARE	744,880	05FE1963
WEARTEX	784,055	26JA1965
BOTANY	817,059	18OC1966
WORSTED-TEX & Design	829,498	30MY1967
W Design	829,499	30MY1967
BOTANAIRE & Design	832,233	18JL1967
SCOTLANA	832,567	25JL1967
LOGGERS	832,568	25JL1987
BERNHARD ALTMANN & Design	844,628	20FE1968
BEAU BRUMMELL	879,998	04NO1969
McGREGOR	R-26241	10NO1960
BERT PULITZER and Design	2,022,331	10DE1996
RAM JET	1,025,301	18NO1975
BERT PULITZER & (Oval) Design	1,049,672	05OC1976

SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC

Trademark Registrations -- U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
McGREGOR	1,064,501	26AP1977
McGREGOR	1,074,608	04OC1977
McGREGOR	1,092,303	30MY1978
BOTANY	1,172,383	06OC1981
BOTANY 500	1,172,386	06OC1981
500	1,180,301	01DE1981
GO FOR IT	1,188,733	02FE1982
BOTANY 500	1,228,485	22FE1983
TWO BIRDS DESIGN	1,236,442	03MY1983
McGREGOR & Bagpiper Design	1,244,574	05JL1983
McGREGOR	1,264,324	17JA1984
COMPETITORS	1,266,393	07FE1984
BERT PULITZER OUTDOORS & (Two Birds) Design	1,267,243	14FE1984
BOTANY 500	1,287,130	24JL1984
GLADIATOR & Design	1,303,786	06NO1984
BERT PULITZER & (Oval) Design	1,348,159	09JL1985
BOTANY 500	1,533,291	04AP1989
MAXIMUM	1,620,002	30OC1990
McGREGOR	1,630,158	01JA1991
GLADIATOR	1,633,273	29JA1991

SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC

Trademark Registrations -- U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MCGREGOR	1,653,010	06AU1991
BILLY THE KID	1,708,338	18AU1992
BILLY THE KID	1,767,829	27AP1993
BOTANY 500	1,779,018	29JE1993
BERT PULITZER	1,794,309	21SE1993
CUSTOM STOCK 500	1,795,310	28SE1993
BERT PULITZER	1,797,066	05OC1993
BERT PULITZER SIGNATURE COLLECTION & DES	1,800,870	26OC1993
BERT PULITZER COLLECTORS EDITION & Design	1,826,983	15MR1994
CUSTOM ROYALE	1,828,909	29MR1994
BERT PULITZER	1,829,867	05AP1994
BOTANY 500	1,836,015	10MY1994
BOTANY 500	1,839,025	07JE1994
BERT PULITZER COLLECTORS EDITION & Design	1,850,350	16AU1994
BERT PULITZER & (Oval) Design	1,850,357	16AU1994
BILLY THE KID	1,853,182	06SE1994
BOTANY 500	1,854,332	13SE1994
MCGREGOR	1,858,120	11OC1994
BERT PULITZER and Design	1,861,848	08NO1994
BAGPIPER	1,861,890	08NO1994

SCHEDULE A
TRADEMARKS-MCGREGOR II, LLC

Trademark Registrations -- U.S. Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BOTANY 500	1,874,674	17JA1995
BOTANY FIVE HUNDRED	1,892,692	02MY1995
BILLY THE KID	1,912,635	15AU1995
McGREGOR (Plaid)	1,941,436	12DE1995
McGREGOR COORDINATED SPORTSWEAR & Design	1,958,278	27FE1996
BOTANY BAY and DESIGN	1,960,243	05MR1996
BOTANY 500 WITH EAGLE AND SHIELD	1,960,631	05MR1996
THE 500 FASHION GROUP	1,973,146	07MY1996
BOTANY FIVE HUNDRED 500 COUTURE	1,978,576	04JE1996
Miscellaneous (Goat) Design	2,005,171	01OC1996
BOTANY 500	2,005,302	01OC1996
BERT PULITZER	2,077,209	08JL1997

SCHEDULE A
TRADE MARKS-MCGREGOR II, LLC

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BILLY THE KID & DESIGN	393,064	27JA1942
HOT DOGS!	734,221	10JL1962
OXCRON	744,881	05FE1963
SPLINTERS	831,108	27JE1967
MANN in Oval Design	836,336	03OC1967
BILLY THE KID	979,473	26FE1974
BILLY THE KID	1,003,785	04FE1975
BTK	1,042,362	29JE1976
BILLY THE KID	1,049,076	28SE1976
BTK and Cowboy Design	1,116,414	10AP1979
VERTICAL RED WHITE AND BLUE STRIPE DESIGN	1,279,966	29MY1984
BILLY THE KID	1,836,215	10MY1994
CALAMITY JANE	1,882,922	07MR1995

MCGREGOR II, LLC
TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Trademark Agreement") dated as of August 7, 1998, by and between **MCGREGOR II, LLC**, a Delaware limited liability company having its principal place of business at 11200 East 45th Avenue, Denver, Colorado 80239 (the "Assignor"), and **BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION**, a national banking association having a place of business at 1455 Market Street, 12th Floor, San Francisco, California 94103, as collateral agent (hereinafter, in such capacity, the "Collateral Agent") for the Secured Parties (as hereinafter defined).

WHEREAS, pursuant to the Second Amended and Restated Multicurrency Revolving Credit and Term Loan Agreement dated as of June 24, 1998 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), among **SAMSONITE CORPORATION**, a Delaware corporation (the "Domestic Borrower"), Samsonite Europe, N.V., a corporation organized under the laws of Belgium (the "Foreign Borrower"), Bank of America National Trust and Savings Association, as administrative agent (the "Administrative Agent"), BankBoston, N.A., as syndication agent, Bank of America National Trust and Savings Association, BankBoston, N.A., and the other financial institutions which may from time to time become parties thereto (hereinafter, collectively, the "Lenders"), and the other parties thereto, the Lenders have, upon the terms and subject to the conditions contained therein, agreed to make loans and otherwise extend credit to the Borrowers (as defined in the Credit Agreement):

WHEREAS, the Assignor, a wholly-owned Subsidiary of the Domestic Borrower, has (together with SCS, as defined below) executed and delivered to the Lenders and the Administrative Agent that certain Guarantee dated as of June 24, 1998 (as amended, modified, supplemented or restated from time to time, the "Guarantee"), pursuant to which the Assignor has guaranteed all of the Secured Obligations;

WHEREAS, pursuant to §9.24 of the Credit Agreement, the Domestic Borrower has agreed to cause the Assignor to grant to the Lenders and the Administrative Agent, as security for the Assignor's obligations to the Lenders and the Administrative Agent under or in respect of the Guarantee, a first priority perfected lien on and security interest in certain assets of the Assignor, including, without limitation, the Pledged Trademarks (as hereinafter defined), and in connection therewith the Assignor (together with SCS, as defined below) is entering into a Security Agreement of even date herewith, with the Collateral Agent (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement");

WHEREAS, the Domestic Borrower, Samsonite Company Stores, Inc., an Indiana corporation ("SCS"), the Assignor, the Administrative Agent and the

Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, are concurrently herewith entering into a Collateral Agency Agreement dated as of the date hereof (as amended, modified, supplemented or restated and in effect from time to time, the "Collateral Agency Agreement"); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1 DEFINITIONS.

All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. The terms "Secured Parties" and "Secured Obligations" shall have the respective meanings set forth in the Collateral Agency Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1 hereof.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents, agreements (except to the extent such

agreements would not be included in the term "Collateral" under §2.3 of the Security Agreement) and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, but only to the extent that the Assignor has the right to convey such to the Collateral Agent, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended, modified, supplemented or restated and in effect from time to time.

Trademark License Rights. Any and all present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or

Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party, except for rights under agreements that would not be included in the term "Collateral" under §2.3 of the Security Agreement.

Trademark Registrations All present or future rights of the Assignor in federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all present or future rights of the Assignor in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. Any and all present or future rights of the Assignor in all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

United States Pledged Trademarks. All federal and state Trademark Registrations, and otherwise all rights in the Trademarks (as defined above) arising under the laws of the United States or any state or governmental authority thereof.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of

the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor, which inures to the benefit of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Secured Obligations, the Assignor hereby unconditionally grants to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, a continuing security interest in and first priority lien on the Pledged Trademarks except to the extent that any Pledged Trademarks would not be included in the term "Collateral" under §2.3 of the Security Agreement, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent. In addition, the Assignor has executed in blank and delivered to the Collateral Agent an assignment of federally registered trademarks and pending applications for federal registration in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Collateral Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and then only in connection with the exercise of the Collateral Agent's remedies under this Trademark Agreement and the Security Agreement with respect to a material portion of the assets of the Assignor as to which the Pledged Trademarks (with respect to which the Assignment of Marks is recorded with the PTO) relate.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1 hereof, the Assignor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that, notwithstanding any implication to the contrary under 37 C.F.R. §3.56, such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default, and (b) upon or after the exercise by the Collateral Agent of its remedies pursuant to §8 hereof.

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement, the Assignor has granted to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely

affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Collateral Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that, with respect to the Pledged Trademarks in which the Assignor has rights as of the date of the representation, warranty or covenant: (a) Schedule A attached hereto (and as the same may be amended or supplemented in accordance with the Credit Agreement or this Trademark Agreement) sets forth a true and complete list of all the United States Trademark Registrations owned or licensed as exclusive licensee by the Assignor; (b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, except as set forth on Schedule 8.6 and 8.7 of the Credit Agreement, there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations, other than routine PTO "office actions" with respect to pending applications; (c) to the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable to the extent such Trademark or Trademark Registration has not been abandoned; (d) to the Assignor's knowledge, except as set forth on Schedule 8.6 and 8.7 of the Credit Agreement, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (e) except as set forth on Schedule 8.6 and 8.7 of the Credit Agreement, no claim has been made in writing against the Assignor which remains unresolved that the use of any of the Trademarks does or may violate the rights of any third person, and to the Assignor's knowledge there is no infringement by the Assignor of the trademark rights of others; (f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and Trademark Registrations (other than ownership and other rights reserved by third-party owners and their licensees with respect to Trademarks which the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the rights created by the Security Agreement, this Trademark Agreement, and Permitted Liens, and rights under license agreements and registered user agreements entered into by the Assignor and in effect as of the date

hereof or, if entered into after the date hereof, as permitted by the terms of the Credit Agreement; (g) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (h) the Assignor will make reasonable efforts to use proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (i) the Assignor will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks to the extent that such obligation is required by §9.6 of the Credit Agreement; (j) this Trademark Agreement, together with the Security Agreement, will create in favor of the Collateral Agent, for the benefit of the Secured Parties, a valid and perfected first priority security interest in the United States Pledged Trademarks upon making the filings referred to in clause (k) of this §3; and (k) except for the filing of financing statements under the Uniform Commercial Code and the recording of this Trademark Agreement (and amendments thereto with respect to after-acquired United States Trademark Registrations) with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Assignor or the effectiveness of the security interest and collateral assignment granted hereby (with respect to the United States Pledged Trademarks) or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (ii) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder with respect to the United States Pledged Trademarks, except that the exercise of certain remedies with respect to the United States Trademark Registrations may require subsequent filings with the PTO. Notwithstanding any provision herein to the contrary, any inaccuracy in any of the foregoing representations or warranties shall not be deemed a breach of this §3 by the Assignor, so long as such inaccuracy, individually or in the aggregate, does not have a Material Adverse Effect. Within thirty (30) days following the date hereof, the Assignor shall prepare and deliver (or cause to be prepared and delivered) to the Collateral Agent true, correct, and complete schedules setting forth all of the Trademark Registrations (other than United States Trademark Registrations) owned or licensed as exclusive licensee by the Assignor; provided, however, that, so long as no Default or Event of Default has occurred and is continuing, the Collateral Agent shall not take any action to perfect its security interest in Trademark Registrations which are not United States Trademark Registrations.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Collateral Agent and the Secured Parties and its employees and agents the right, upon reasonable notice and in accordance with the Assignor's reasonable and customary confidentiality procedures and other procedures relating to visitors to its plants and facilities, to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Collateral Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Assignor's business consistent with its past practices, and for transactions otherwise permitted under the terms of the Credit Agreement, the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before this Trademark Agreement terminates as provided in §12 hereof, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and, in the case of any new United States Trademark Registration included in the Pledged Trademarks, the Assignor shall, within sixty (60) days thereof, provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request, to the extent consistent with the terms of the Credit Agreement, further to implement, preserve or evidence the Collateral Agent's interest therein for the benefit of the Secured Parties and the Collateral Agent.

6.2. Amendment or Updating of Schedule. The Assignor authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6 hereof. The Assignor reserves the right to update Schedules 8.6 and 8.7 of the Credit Agreement and the Schedules hereto to reflect subsequent developments in order to appropriately qualify the representations and warranties made herein at each such time as such representations and warranties made herein are deemed reasserted pursuant to §13.1 of the Credit Agreement; provided that the foregoing right to update such Schedules shall not be deemed to limit the Assignor's covenants, representations and warranties hereunder or under the Credit Agreement and, provided further, that the facts, events or other changes reflected or disclosed in such updatings do not, individually or in the aggregate, have a Material Adverse Effect.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks consistent with this Trademark Agreement, and shall hold the Collateral Agent and the Secured Parties harmless from any and all costs, damages, liabilities and reasonable out-of-pocket

expenses which may be incurred by the Collateral Agent or any of the Secured Parties in connection with the Collateral Agent's interest in the Pledged Trademarks prior to any exercise by the Collateral Agent of its remedies pursuant to §8 hereof or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby, except to the extent that the same may arise from the gross negligence or willful misconduct of the Collateral Agent.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, to the extent and in such manner as complies with §9.6 of the Credit Agreement, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including without limitation the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. Except to the extent permitted in §9.6 of the Credit Agreement, the Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Collateral Agent, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty, to the extent and in such manner as complies with §9.6 of the Credit Agreement, to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Collateral Agent shall be required to join in such suit or action upon the Assignor's request as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Collateral Agent is reasonably satisfied that such joinder will not subject the Collateral Agent or any of the Secured Parties to any risk of material liability for which they are not entitled to full indemnification (or, if an Event of Default shall then be continuing, they will not receive full indemnification in cash) from the Assignor; provided, however, that if the Collateral Agent does not join on such basis, it shall use reasonable efforts to obtain from the Secured Parties approval to relinquish the Collateral Agent's interest in the Pledged Trademarks that are the subject of the suit or action in order to remove the objection to the Assignor's standing to bring or maintain the suit or action. The Assignor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, reasonable out-of-pocket costs and expenses, including reasonable legal fees, incurred by the Collateral Agent and any of the Secured Parties pursuant to this §7.

7.4. Protection of Trademarks, etc. In general, to such extent and in such manner as complies with §9.6 of the Credit Agreement, the Assignor shall take any and all such actions (including, but not limited to, institution and maintenance

of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Except to the extent permitted by §9.6 of the Credit Agreement, the Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would be likely to adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any adversarial proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to such Trademarks, that is likely (alone or collectively with any other such proceedings) to materially and adversely affect the value of the Pledged Trademarks, and of any other event which (alone or together with any and all other such proceedings) does or reasonably could materially and adversely affect the value of the Pledged Trademarks, the ability of the Assignor or the Collateral Agent to dispose of any material portion of the Pledged Trademarks or the rights and remedies of the Collateral Agent and the Secured Parties in relation thereto (including, but not limited to, the levy of any legal process against any material portion of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Credit Agreement, the Collateral Agency Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Collateral Agent, in accordance with the exercise of its remedies under the Security Agreement, may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all reasonable out-of-pocket expenses incurred by the Collateral Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least ten (10) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the

Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail in any material respect to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall prove to have been false in any material respect when made, the Collateral Agent, in its own name or that of the Assignor (in the sole discretion of the Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Collateral Agent for any reasonable out-of-pocket cost or expense incurred by the Collateral Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and only for so long as it be continuing, the Assignor does hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact during the period that such Event of Default shall be continuing, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Pledged Trademarks, or to grant or issue (to the extent permitted under applicable law) any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Collateral Agent and the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement, but shall be operative only during continuation of any Event of Default.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, using reasonable efforts to obtain consents of third parties), as the Collateral Agent may reasonably request or

as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in the Pledged Trademarks, to the extent consistent with the Credit Agreement, the Collateral Agency Agreement and the Security Agreement.

12. TERMINATION.

This Trademark Agreement shall terminate in accordance with the requirements of §12.5.2 of the Collateral Agency Agreement, and the Collateral Agent shall, upon such termination, at the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor, without recourse and without any representation or warranty, the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent and the Secured Parties by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Collateral Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing among the Assignor, the Secured Parties and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any of the Secured Parties, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Collateral Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, to the extent contemplated hereunder, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance or renewal fees, encumbrances, or in otherwise protecting, maintaining or preserving the Pledged Trademarks, or defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal in respect of Base Rate Loans set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE COLLATERAL AGENT AND THE SECURED PARTIES FOR ANY AND ALL REASONABLE OUT-OF-POCKET COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE COLLATERAL AGENT OR ANY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES, EXCEPT TO THE EXTENT THAT THE SAME ARISE (1) FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COLLATERAL AGENT OR ANY SECURED PARTY OR (2) FROM ACTIONS TAKEN BY THE COLLATERAL AGENT AFTER EXERCISE BY THE COLLATERAL AGENT OF ITS REMEDIES PURSUANT TO §8 HEREOF.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in writing and, unless otherwise specifically provided herein, shall be deemed to have been duly made or given when delivered by hand or mailed first class, postage prepaid, or, in the case of telegraphic or telexed notice, when transmitted, answer back received, addressed as follows: if to the Assignor, at the address set forth beneath its signature hereto, and if to the Collateral Agent, at the address for notices to the Collateral Agent set forth in §21 of the Credit Agreement.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (a) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (b) if sent by registered or certified first-class mail, postage prepaid, three (3) Business Days after the posting thereof, and (c) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if on normal business hours in the city of receipt, or otherwise at the opening of business on the following Business Day.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing made in compliance with §9.1 of the Collateral Agency Agreement, signed by the Collateral Agent (at the direction of the Administrative Agent) and the Assignor, except as provided in §6.2 hereof with respect to those matters expressly contemplated therein. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and made in compliance with §9.1 of the Collateral Agency Agreement, and signed by the Collateral Agent at the direction of the Administrative Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, APPLICABLE TO TRANSACTIONS TO BE PERFORMED WHOLLY WITHIN SUCH STATE. The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York, the State of California or the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of each such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §17 hereof. To the extent not prohibited by law, the Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

EACH OF THE ASSIGNOR AND THE COLLATERAL AGENT WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (a) certifies that neither the Collateral Agent or any Secured Party, nor any representative, agent or attorney of the Collateral Agent or any Secured Party has represented, expressly or otherwise, that the Collateral Agent or any Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Credit Agreement, the Collateral Agency Agreement and the other Loan Documents to which the Collateral Agent or any Secured Party is a party, the Collateral Agent and the Secured Parties are relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Collateral Agent, the Secured Parties (subject to §8.5 and §12.3 of the Collateral Agency Agreement) and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, between this Trademark Agreement and the Collateral Agency Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement, the Collateral Agency Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement. Notwithstanding any provision of this Trademark Agreement to the contrary, the Collateral Agent shall be authorized to release any or all of the Pledged Trademarks or to provide any releases, financing statements or instruments of subordination in connection therewith solely in compliance with §§8, 9, and 12 of the Collateral Agency Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

MCGREGOR II, LLC

By: Samsonite Corporation,
its Sole Member

By: D. Michael Claff
Name: D. Michael Clayton
Title: Vice President-Legal
Address:
11200 East 45th Avenue
Denver, Colorado 80239

**BANK OF AMERICA NATIONAL
TRUST AND SAVINGS
ASSOCIATION**, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

MCGREGOR II, LLC

By: Samsonite Corporation,
its Sole Member

By: _____
Name:
Title:
Address:

**BANK OF AMERICA NATIONAL
TRUST AND SAVINGS
ASSOCIATION, as Collateral Agent**

By: Judith L. Kramer
Name: Judith L. Kramer
Title: Vice President