

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TUMI, INC.		10/29/2010	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	1525 West W.T. Harris Boulevard
Internal Address:	MAC D1109-019
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
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:	3669247	JUST IN CASE
Registration Number:	2879801	METRO XP
Registration Number:	2664290	OMEGA CLOSURE SYSTEM
Registration Number:	3815464	Q TOTE
Registration Number:	2998914	TUMI
Registration Number:	3517469	T-TECH
Registration Number:	2805311	T-TECH

CH \$1190.00 2201151

900175421

**TRADEMARK
 REEL: 004308 FRAME: 0300**

Registration Number:	3788134	T-PASS
Registration Number:	2186760	THE SAFE CASE
Registration Number:	3217010	TUMI
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:	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:	85120087	HTLS POLYESTER
Serial Number:	85063434	PACK-A-WAY
Serial Number:	77835375	SECURE SLIDE
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
Serial Number:	85120079	TUMI VAPOR

CORRESPONDENCE DATA

Fax Number: (704)350-7800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (704) 350-7738
Email: bsmith@winston.com
Correspondent Name: Betty G. Smith
Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.
Address Line 2: 22nd Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	250056.07039
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	11/01/2010

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 29, 2010 is entered into by TUMI, INC., ("Assignor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, acting through its Charlotte office, located at 1525 West W.T. Harris Blvd., Charlotte, NC 28262 in its capacity as Collateral Agent on behalf of the Secured Parties ("Assignee").

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Pledge and Security Agreement dated as of October 29, 2010 by and among the Assignor, certain other subsidiaries of Tumi, Inc., and the Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of October 29, 2010 (as it may be amended, supplemented, restated or otherwise modified, the "Credit Agreement"), by and among TUMI, INC., TUMI STORES, INC., CERTAIN OTHER SUBSIDIARIES OF Tumi, Inc., as Guarantors, the Lenders party thereto from time to time and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent;

WHEREAS, subject to the terms and conditions of the Credit Agreement, Assignor and certain other Grantors may enter into one or more (a) Hedge Agreements with one or more Lender Counter parties and (b) Cash Management Agreements with one or more Cash Management Banks; and

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement, Cash Management Agreements and the Hedge Agreements, respectively, Assignor and each other Grantor have agreed to secure their Obligations under the Loan Documents, Cash Management Agreements and the Hedge Agreements as set forth in the Security Agreement and this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Section 1.01 Grant of Security Interests.

(a) Assignor hereby grants to Assignee for its benefit and the benefit of the Secured Parties a security interest and continuing lien on all of Assignor's right, title and interest in, to and under the Trademark Collateral.

(b) "Trademark Collateral" shall mean the following:

(i) all of the following that are owned by Assignor: 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;

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

Section 1.02 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 1.01 hereof attach to or the term "Trademark Collateral" include (a)(i) any lease, license, Receivable, General Intangible, Investment Account, Intellectual Property, contract, property rights or agreement to which Assignor is a party or any of its rights or interests thereunder (including property governed thereby) or (ii) any contracts, leases or licenses which prohibit the creation of a security interest, or which require the consent of third parties for the creation of a security interest, if and for so long as the grant of such security interest in the property or interests described in clauses (a)(i) and (ii) above shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of any Assignor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, Receivable, General Intangible, Investment Account, Intellectual Property, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code)), provided, however, that such security interest shall attach immediately at such time as (x) the condition causing such abandonment, invalidation, termination, derogation, cancellation or unenforceability shall be remedied and to the extent severable, shall attach immediately without further action to any portion of such lease, license, Receivable, General Intangible, Investment Account, Intellectual Property, contract, property rights or agreement that does not result in any of the consequences specified in clause (A) or (B) above; (y) such prohibition or restriction is or becomes unenforceable or is otherwise ineffective under applicable law; or (z) consent to such security interest has been obtained from any applicable third party or (b) any intent-to-use Trademark applications to the extent that, and solely during the period which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law (all such property excluded from the definition of "Trademark Collateral" under this Section 1.02 shall be referred to as "Excluded Property"). Notwithstanding anything contained herein to the contrary, Assignor shall not be required to take any actions with respect to the Excluded Property.

Section 2.01 Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Assignee pursuant to the Security Agreement and Assignor hereby acknowledges and affirms that the rights and remedies of Assignee 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 3.01 Modification of Agreement.

This Trademark Security Agreement or any provision hereof may not be changed, waived, or terminated by Assignee, except in accordance with Section 5.02(c) of the Security Agreement.

Section 4.01 Governing Law.

THIS TRADEMARK SECURITY AGREEMENT 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 (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

Section 5.01 Successors and Assigns.

This Trademark Security Agreement shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns. Assignor shall not, without the prior written consent of Assignee given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

Section 6.01 Counterparts.

This Trademark Security Agreement 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.

Section 7.01 Termination

The security interests and liens in the Trademark Collateral shall terminate in accordance with Section 9.01 of the Security Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

ASSIGNOR:

TUMI, INC.

By: Michael J. Mardoy
Name: MICHAEL J. MARDY
Title: CFO / VP / TREASURER

ASSIGNEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

ASSIGNOR:

TUML, INC.

By: _____

Name:

Title:

ASSIGNEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent


By:  _____



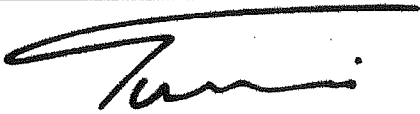
Name: Robert K. Strunk II

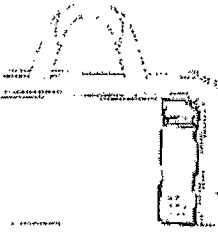


Title: Senior Vice President


[Trademark Security Agreement]

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS**OWNED BY TUMI, INC.**

COUNTRY	TRADEMARK	REG. DATE. (APP. DATE)	REG. NO. (APP. NO.)	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	(8/31/2010)	(85120087)	Tumi, Inc.	Pending
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.	PACK-A-WAY	(6/15/2010)	(85063434)	Tumi, Inc.	Pending
U.S.	Q TOTE	7/6/2010 (4/9/2009)	3815464 (77710874)	Tumi, Inc.	Registered
U.S.	SECURE SLIDE	(9/25/2009)	(77835375)	Tumi, Inc.	Pending
U.S.		(5/26/2010)	(85048455)	Tumi, Inc.	Pending

COUNTRY	TRADEMARK	REG. DATE (APP. DATE)	REG. NO. (APP. NO.)	RECORD OWNER	STATUS
U.S.		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
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	(9/2/2008)	(77560667)	Tumi, Inc.	Pending
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

COUNTRY	TRADEMARK	REG. DATE (APP. DATE)	REG. NO. (APP. NO.)	RECORD OWNER	STATUS
U.S.	TUMI ORIGINALS	(5/18/2007)	(77184749)	Tumi, Inc.	Pending
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	(8/31/2010)	(85120079)	Tumi, Inc.	Pending
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
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	3667395	Tumi, Inc.	Registered

COUNTRY	TRADEMARK	REG. DATE. (APP. DATE)	REG. NO. (APP. NO.)	RECORD OWNER	STATUS
		(1/21/2008)	(77376355)		
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

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