

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Travelpro Products, Inc.		05/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Triangle Capital Corporation, as Administrative Agent and Collateral Agent		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 71			
Property Type	Number	Word Mark	
Registration Number:	2049665	4 X 4 FOUR WHEEL DRIVE	
Registration Number:	2776276	AIRBORNE	
Registration Number:	2626063	AIRPRO	
Registration Number:	2809451	ANTHEM	
Registration Number:	3457487	ATLANTIC	
Registration Number:	3634876	ATLANTIC	
Registration Number:	3171943	ATLANTIC ALTITUDE	
Registration Number:	2381865	ATLANTIC EXPEDITIONS	
Registration Number:	3136439	ATLANTIC EXPRESS	
Registration Number:	2434023	ATLANTIC PREFERRED	
Registration Number:	2871907	ATLANTIC SOLSTICE	
Registration Number:	2375983	ATLANTIC ULTRA	
Registration Number:	2665099	AUSTIN HOUSE	
Registration Number:	2406468	BECAUSE LIFE'S A TRIP	
Registration Number:	2388423	COMPASS	
Registration Number:	2480772	COMPUGUARD	
Registration Number:	1202709	CONCEPT	
Registration Number:	2610762	DURAFRAME	

OP \$1790.00 2049665

Property Type	Number	Word Mark
Registration Number:	3308838	DURAGUARD
Registration Number:	1658250	DURATEX
Registration Number:	0989934	ENCORE
Registration Number:	2203141	ETERNITY
Registration Number:	0880282	EUROPA
Registration Number:	2514199	FIT TO FLY
Registration Number:	2654691	FLIGHTPRO
Registration Number:	0693658	GALAXY
Registration Number:	2751448	GATE SAFE
Registration Number:	3270400	GRAPHITE
Registration Number:	3370228	HYDROGEN
Registration Number:	2059485	IMPACT
Registration Number:	3110234	INDULGENCE
Registration Number:	1202710	INFINITY
Registration Number:	2458158	INTEGRITY
Serial Number:	86761067	MAGNA
Serial Number:	86758342	MAGNATRAC
Registration Number:	3817492	MAXLITE
Registration Number:	2639380	NECK SAFE
Registration Number:	1425753	NEWPORT
Registration Number:	3891474	ODYSSEY
Registration Number:	1858614	OPTIMA
Registration Number:	3149679	OZONE LT
Registration Number:	3202795	PHOENIX
Registration Number:	2562936	PILOT DESIGNED, FLIGHT CREW TESTED
Registration Number:	2084849	PLATINUM
Registration Number:	2742712	PRECEDENCE
Registration Number:	1508134	RENDEZVOUS
Registration Number:	1706770	ROLLABOARD
Registration Number:	3509955	ROUNDTRIP
Registration Number:	3146544	RUNWAY
Registration Number:	3873704	SAPPHIRE
Registration Number:	2792014	SKYPRO
Registration Number:	2298838	SYMMETRY
Registration Number:	3823808	THE CHOICE OF FLIGHT CREWS AND FREQUENT
Registration Number:	2032813	THE ORIGINAL ROLLABOARD
Registration Number:	2893896	TPRO
Registration Number:	2838959	TRANS GLOBAL

Property Type	Number	Word Mark
Registration Number:	2613904	TRAVEL ESSENTIALS
Registration Number:	1919732	TRAVEL ESSENTIALS
Registration Number:	2480814	TRAVEL LIKE A PRO
Serial Number:	85866032	TRAVELPRO
Registration Number:	4606771	TRAVELPRO
Registration Number:	2829620	TRAVELPRO
Registration Number:	1587822	TRAVELPRO
Registration Number:	1992062	TRAVELPRO USA
Registration Number:	1508133	TRI-FOLD
Registration Number:	0320668	VAL-A-PAK
Registration Number:	2926865	VIBE
Registration Number:	1509244	VISTA
Registration Number:	2546822	WAIST SAFE
Registration Number:	2283929	WALKABOUT
Serial Number:	75843275	TAOS

CORRESPONDENCE DATA

Fax Number: 7043393470

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: ecampbell@robinsonbradshaw.com

Correspondent Name: Elizabeth Campbell

Address Line 1: 101 N. Tryon Street

Address Line 2: Suite 1900

Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	Elizabeth Campbell
SIGNATURE:	/Elizabeth Campbell/
DATE SIGNED:	06/08/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the undersigned (the “**Grantor**”) in favor of Triangle Capital Corporation, a Maryland corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantor is a party to a Second Lien Security Agreement, dated as of May 20, 2016 (as amended, restated, amended and restated supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”)*, including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

THE GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE USPTO RECORD THIS TRADEMARK SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

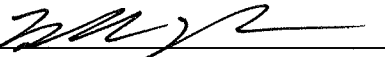
SECTION 7. Counterparts

This 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.

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

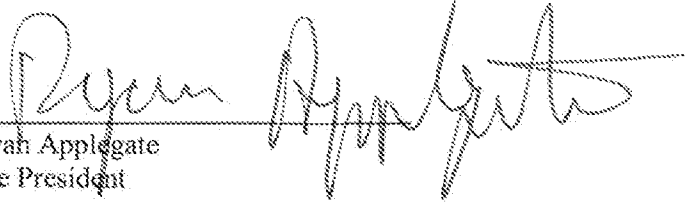
TRAVELPRO PRODUCTS, INC.

By: 
Name: Blake Lipham
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005808 FRAME: 0950

TRIANGLE CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Ryan Applegate
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Record Owner
4X4 FOUR WHEEL DRIVE	74642527	3/6/95	2049665	4/1/97	Travelpro Products, Inc.
AIRBORNE	76245730	4/24/01	2776276	10/21/03	Travelpro Products, Inc.
AIRPRO	76084304	7/6/00	2626063	9/24/02	Travelpro Products, Inc.
ANTHEM	78156389	8/21/02	2809451	1/27/04	Travelpro Products, Inc.
ATLANTIC	77317102	10/30/07	3457487	7/1/08	Travelpro Products, Inc.
ATLANTIC	77607658	11/5/08	3634876	6/9/09	Travelpro Products, Inc.
ATLANTIC ALTITUDE	76632006	2/15/05	3171943	11/14/06	Travelpro Products, Inc.
ATLANTIC EXPEDITIONS	75618324	1/11/99	2381865	8/29/00	Travelpro Products, Inc.
ATLANTIC EXPRESS	78208001	1/28/03	3136439	8/29/06	Travelpro Products, Inc.
ATLANTIC PREFERRED	75606584	12/16/98	2434023	3/6/01	Travelpro Products, Inc.
ATLANTIC SOLSTICE	75606619	12/16/98	2871907	8/10/04	Travelpro Products, Inc.
ATLANTIC ULTRA	75542858	8/26/98	2375983	8/8/00	Travelpro Products, Inc.
AUSTIN HOUSE	76004198	3/20/00	2665099	12/24/02	Travelpro Products, Inc.
BECAUSE LIFE'S A TRIP	75911479	2/3/00	2406468	11/21/00	Travelpro Products, Inc.
COMPASS	75537071	8/17/998	2388423	9/19/00	Travelpro Products, Inc.
COMPUGUARD	75839617	11/3/99	2480772	8/21/01	Travelpro Products, Inc.
CONCEPT	73284697	11/5/80	1202709	7/27/82	Travelpro Products, Inc.
DURAFRAME	78063981	5/16/01	2610762	8/20/02	Travelpro Products, Inc.
DURAGUARD	78704052	8/31/05	3308838	10/9/07	Travelpro Products, Inc.
DURATEX	74115381	11/14/90	1658250	9/24/91	Travelpro Products, Inc.
ENCORE	72462628	7/11/73	0989934	8/6/74	Travelpro Products, Inc.
ETERNITY	75137637	7/22/96	2203141	11/10/98	Travelpro Products, Inc.
EUROPA	72311534	11/6/68	0880282	11/11/69	Travelpro Products, Inc.
FIT TO FLY	75911347	2/3/00	2514199	12/4/01	Travelpro Products, Inc.
FLIGHTPRO	75737579	6/25/99	2654691	11/26/02	Travelpro Products, Inc.
GALAXY	72066739	1/29/59	0693658	3/1/60	Travelpro Products, Inc.
GATE SAFE	78122252	4/17/02	2751448	8/12/03	Travelpro Products, Inc.
GRAPHITE	76648789	10/19/05	3270400	7/24/07	Travelpro Products, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date	Record Owner
HYDROGEN	78557912	2/1/05	3370228	1/15/08	Travelpro Products, Inc.
IMPACT	75141469	7/29/96	2059485	5/6/97	Travelpro Products, Inc.
INDULGENCE	78431587	6/8/04	3110234	6/27/06	Travelpro Products, Inc.
INFINITY	73284699	11/5/80	1202710	7/27/82	Travelpro Products, Inc.
INTEGRITY	75681769	4/13/99	2458158	6/5/01	Travelpro Products, Inc.
MAGNA	86761067	1/8/16	N/A	N/A	Travelpro Products, Inc.
MAGNATRAC	86758342	1/8/16	N/A	N/A	Travelpro Products, Inc.
MAXLITE	77878876	11/23/09	3817492	7/13/10	Travelpro Products, Inc.
NECK SAFE	76356374	1/8/02	2639380	10/22/02	Travelpro Products, Inc.
NEWPORT	73602189	6/3/86	1425753	1/20/87	Travelpro Products, Inc.
ODYSSEY	78063624	5/15/01	3891474	12/14/10	Travelpro Products, Inc.
OPTIMA	74453208	10/27/93	1858614	10/18/94	Travelpro Products, Inc.
OZONE LT	78483322	9/14/04	3149679	9/26/06	Travelpro Products, Inc.
PHOENIX	78609080	4/14/05	3202795	1/23/07	Travelpro Products, Inc.
PILOT DESIGNED, FLIGHT CREW TESTED	75911478	2/3/00	2562936	4/23/02	Travelpro Products, Inc.
PLATINUM	75037448	12/26/95	2084849	7/29/97	Travelpro Products, Inc.
PRECEDENCE	76016192	4/3/00	2742712	7/29/03	Travelpro Products, Inc.
RENDEZVOUS	73712733	2/23/88	1508134	10/11/88	Travelpro Products, Inc.
ROLLABOARD	74170453	5/28/91	1706770	8/11/92	Travelpro Products, Inc.
ROUNDTRIP	78699164	8/24/05	3509955	9/30/08	Travelpro Products, Inc.
RUNWAY	78489180	9/24/04	3146544	9/19/06	Travelpro Products, Inc.
SAPPHIRE	77111475	2/20/07	3873704	11/9/10	Travelpro Products, Inc.
SKYPRO	76231935	3/28/01	2792014	12/9/03	Travelpro Products, Inc.
SYMMETRY	75421829	1/22/98	2298838	12/7/99	Travelpro Products, Inc.
TAOS	75843275	11/8/99	2418971	2/13/01	Travelpro Products, Inc.
THE CHOICE OF FLIGHT CREWS AND FREQUENT TRAVELERS	77750163	6/2/09	3823808	7/27/10	Travelpro Products, Inc.
THE ORIGINAL ROLLABOARD	74640872	3/2/95	2032813	1/21/97	Travelpro Products, Inc.
TPRO	78190668	12/3/02	2893896	10/12/04	Travelpro Products, Inc.
TRANS GLOBAL	76245729	4/24/01	2838959	5/4/04	Travelpro Products, Inc.
TRAVEL ESSENTIALS	76033249	4/26/00	2613904	9/3/02	Travelpro Products, Inc.
TRAVEL ESSENTIALS	74433613	9/8/93	1919732	9/19/95	Travelpro Products, Inc.
TRAVEL LIKE A PRO	75856967	11/23/99	2480814	8/21/01	Travelpro Products, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date	Record Owner
TRAVELPRO	85866032	3/4/13	N/A	N/A	Travelpro Products, Inc.
TRAVELPRO	85982117	7/20/12	4606771	9/16/14	Travelpro Products, Inc.
TRAVELPRO	76509585	4/25/03	2829620	4/6/04	Travelpro Products, Inc.
TRAVELPRO	73812904	7/17/89	1587822	3/20/90	Travelpro Products, Inc.
TRAVELPRO USA	74605697	11/30/94	1992062	8/6/96	Travelpro Products, Inc.
TRI-FOLD	73712731	2/23/88	1508133	10/11/88	Travelpro Products, Inc.
VAL-A-PAK	71355751	9/6/34	0320668	1/1/35	Travelpro Products, Inc.
VIBE	78177951	10/24/02	2926865	2/15/05	Travelpro Products, Inc.
VISTA	73712732	2/23/88	1509244	10/18/88	Travelpro Products, Inc.
WAIST SAFE	76201536	1/29/01	2546822	3/12/02	Travelpro Products, Inc.
WALKABOUT	75384922	11/5/97	2283929	10/5/99	Travelpro Products, Inc.