

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement
------------------------------	-------------------------------

**CONVEYING PARTY DATA**

Name	Execution Date
Targus Group International, Inc.	11/22/2005

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sach Credit Partners L.P.
<b>Street Address:</b>	80 Broad Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004

**PROPERTY NUMBERS Total: 14**

Property Type	Number
Patent Number:	6213266
Patent Number:	6499187
Patent Number:	6687955
Patent Number:	6131734
Patent Number:	6219266
Patent Number:	6237766
Patent Number:	6334533
Patent Number:	6334534
Patent Number:	6390297
Application Number:	10953581
Application Number:	10983623
Application Number:	10939333
Application Number:	10716178
Application Number:	10743838

**CORRESPONDENCE DATA**

**500080981**

**PATENT  
 REEL: 017215 FRAME: 0164**

**OP \$560.00 6213266**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins, LLP  
Address Line 1: 650 Town Center Drive  
Address Line 2: 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0522 FIRST LIEN PA
NAME OF SUBMITTER:	Joanna Fowler

Total Attachments: 5  
source=First Lien Patents#page1.tif  
source=First Lien Patents#page2.tif  
source=First Lien Patents#page3.tif  
source=First Lien Patents#page4.tif  
source=First Lien Patents#page5.tif

## FIRST LIEN PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of November 22, 2005 (as amended, restated or otherwise modified from time to time, the "Patent Security Agreement"), between **EACH OF THE UNDERSIGNED** (collectively, the "Grantors"), and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "First Lien Collateral Agent").

### WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of November 22, 2005 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors thereto and the First Lien Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the First Lien Collateral Agent, as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Patent Licenses");

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;

(d) all rights corresponding thereto throughout the world;

(e) all inventions and improvements described therein;

(f) all rights to sue for past, present and future infringements thereof;

(g) all licenses, claims, damages, and proceeds of suit arising therefrom;

and

(h) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Patent 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.

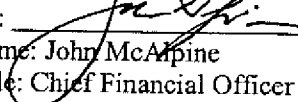
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**TARGUS GROUP INTERNATIONAL, INC.**


**TARGUS GROUP LTD.  
TARGUS, INC.**

By:   
Name: John McAlpine  
Title: Chief Financial Officer

[Signature Pages to Patent Security Agreement]

Accepted and Agreed:

**GOLDMAN SACHS CREDIT PARTNERS L.P.,**  
as First Lien Collateral Agent

By:   
Authorized Signatory

[Signature Page to First Lien Patent Security Agreement]

**SCHEDULE I**  
**to**  
**FIRST LIEN PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND APPLICATIONS**

<u>Grantor</u>	<u>Patents</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Targus Group International, Inc.	Composite Handle for Case	31-Dec-02		6499187
Targus Group International, Inc.	Handle for Case	10-Feb-04		6687955
Targus Group International, Inc.	Case-Laptop PC	17-Oct-00		6,131,734
Targus Group International, Inc.	Modular Luggage	10-Apr-01		6,219,266
Targus Group International, Inc.	Case-Laptop PC	29-May-01		6,237,766
Targus Group International, Inc.	Impact Resistant	01-Jan-02		6,334,533
Targus Group International, Inc.	Carry Case	01-Jan-02		6,334,534
Targus Group International, Inc.	Case-Laptop PC	21-May-02		6,390,297
Targus Group International, Inc.	Handle for Case	24-Dec-03		10/743,838
Targus Group International, Inc.	Multi-Function Travel Case	14-Sep-04		10/939,333
Targus Group International, Inc.	Carrying case for Portable Computer	17-Oct-00		6,131,734
Targus Group International, Inc.	Modular Luggage System	10-Apr-04		6,213,266
Targus Group International, Inc.	Programmable Power Adaptor	14-Sep-04		10/953,581
Targus, Inc.	Impact Protection System	19-Nov-04		10/983,623
Targus, Inc.	Multi-function Travel Case	14-Sep-04		10/939,333
	Foldable Keyboard Assembly System	19-Nov-03		10/716,178

NY1074971