

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

FIRST LIEN PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TARGUS GROUP INTERNATIONAL, INC.	09/15/2008

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS CREDIT PARTNERS LP, as collateral agent
Street Address:	85 Broad Street
Internal Address:	Attention: Pedro Ramirez
City:	New York
State/Country:	NEW YORK
Postal Code:	10004

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	D500923
Patent Number:	5524754
Patent Number:	6131734
Patent Number:	6334533
Patent Number:	6334534
Patent Number:	5607054
Patent Number:	6213266
Patent Number:	6237766
Patent Number:	6390297
Patent Number:	6499187
Patent Number:	6687955
Patent Number:	7048103
Patent Number:	5217119
Application Number:	11698822

PATENT

500674549

REEL: 021669 FRAME: 0835

OP \$600.00 D500923

Patent Number:

D541646

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

022411-0522

NAME OF SUBMITTER:

Kristin J. Azcona

Total Attachments: 6

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FIRST LIEN PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of September 15, 2008 (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.

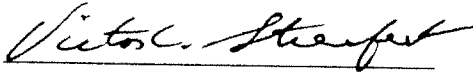
SECTION 4. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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.

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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, INC.**

By: 
Name:
Title:

Accepted and Agreed:

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

By: 
Name: **James V. Balcom**
Title: **Authorized Signatory**

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

<u>Grantor</u>	<u>Patents</u>	<u>Filing Data</u>	<u>Status</u>
Targus, Inc.	Impact Protection System for a Carrying Case Utility	Patent No. 7,216,763 Issued: May 15, 2007	Issued. Expires April 20, 2025.
Targus Group International, Inc.	Carrying Case Design	Patent No. D-500,923 Issued: January 18, 2005	Issued. Expires July 7, 2023.
Targus Group International, Inc.	Carrying Case for Notebook Computer Utility	Patent No. 5,524,754 Issue Date: June 11, 1996	Issued. Expires May 19, 2014.
Targus Group International, Inc.	Carrying Case for Portable Computer and Impact Resistant Cushions for Use Therein Utility	Patent No. 6,131,734 Issue Date: October 17, 2000	Issued. Expires January 22, 2019.
Targus Group International, Inc.	Adjustable Impact Resistant Cushion for Carrying Case Utility	Patent No. 6,334,533 Issue Date: January 1, 2002	Issued. Expires October 5, 2020.
Targus Group International, Inc.	Carrying Case With Impact Resistant Support Utility	Patent No. 6,334,534 Issue Date: January 1, 2002	Issued. Expires October 5, 2020.
Targus Group International, Inc.	Folio Carrying Case for a Notebook Computer Utility	Patent No. 5,607,054 Issue Date: March 4, 1997	Issued. Expires March 14, 2015.
Targus Group International, Inc.	Modular Luggage System Including a Wheeled Flight Bag and an Externally Demountable, Releasably Attachable Computer Carrying Case Utility	Patent No. 6,213,266 Issue Date: April 10, 2001	Issued. Expires June 30, 2019.
Targus Group International, Inc.	Carrying Case for Portable Computer Utility	Patent No. 6,237,766 Issue Date: May 29, 2001	Issued. Expires January 28, 2020.
Targus Group International, Inc.	Carrying Case for Portable Computer Utility	Patent No. 6,390,297 Issue Date: May 21, 2002 Claims Priority to 09/493,548.	Issued. Expires October 27, 2020.
Targus Group International, Inc.	Composite Handle for Carrying Case Utility	Patent No. 6,499,187 Issue Date: December 31, 2002	Issued. Expires August 17, 2021.
Targus Group International, Inc.	Handle for Carrying Case Utility	Patent No. 6,687,955 Issue Date: February 10, 2004 Claims priority to Serial No. 09/697,651.	Issued. Expires August 17, 2021.

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Targus Group International, Inc.	Handle for Carrying Case Utility	Patent No. 7,048,103 Issue Date: May 23, 2006 Claims priority to Serial No. 09/931,036.	Issued. Expires December 24, 2023.
Targus Group International, Inc.	Carrying Case for Laptop Computer Utility	Patent No. 5,217,119 Issued: June 8, 1993	Issued. Expires June 4, 2012.
Targus Group International, Inc.	Mouse Cable Management Statutory Invention Registration	Serial No. 11/698,822 Filed: January 26, 2006	Declaration filed 05/06/2008.
Targus Group International, Inc.	Display Package Design Patent	Patent No. D541,646 S Issue Date: 05/01/2007	Issued. Expires May 1, 2021.

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