

PATENT ASSIGNMENT

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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.	05/06/2009
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
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PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	11328890
Patent Number:	7467695
Patent Number:	7503440
Application Number:	11698822
Application Number:	12238004
Application Number:	61080540
Application Number:	11340236
Application Number:	11501485
Application Number:	11940211
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**PATENT
REEL: 022783 FRAME: 0934**

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ATTORNEY DOCKET NUMBER:	022411-0522
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NAME OF SUBMITTER:	Kristin J. Azcona
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Total Attachments: 5 source=Targus - First Lien Patent Security Agreement#page1.tif source=Targus - First Lien Patent Security Agreement#page2.tif source=Targus - First Lien Patent Security Agreement#page3.tif source=Targus - First Lien Patent Security Agreement#page4.tif source=Targus - First Lien Patent Security Agreement#page5.tif
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FIRST LIEN PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of May 6, 2009 (as amended, restated or otherwise modified from time to time, the "Patent Security Agreement"), between **TARGUS GROUP INTERNATIONAL, INC.** (the "Grantor"), 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, Grantor is party to a Pledge and Security Agreement dated as of November 22, 2005 (the "Pledge and Security Agreement") by and among the Grantor and the other grantors thereto and the First Lien Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Grantor hereby agrees 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. The Grantor hereby pledges and grants to First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in all of 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 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 Grantor hereby acknowledges and affirms 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, 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.

By 
Name:
Title:

Accepted and Agreed:

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

By: 

Authorized Signatory

Douglas Tansey
Authorized Signatory

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

Type	Name	Serial #	Exp. Date or (Filing/Issue Date)	Grantor
Patent Application	Headset Audio Bypass Apparatus and Method	11/328,890	(10-Jan-2006)	Targus Group International, Inc.
Patent	Multi-Function Travel Case	7,467,695	14-Sep-24	Targus Group International, Inc.
Patent	Multi-function Travel Case	7,503,440	14-Sep-24	Targus Group International, Inc.
Patent Application	Mouse Cable Management	11/698,822	(26-Jan-07)	Targus Group International, Inc.
Patent Application	Serialized Lock System	12/238,004	(25-Sept-08)	Targus Group International, Inc.
Patent Application	Key Lock Presenter	61/080,540	(14-July-08)	Targus Group International, Inc.
Patent Application	Computer Input Device	11/340,236	(26-Jan-2006)	Targus Group International, Inc.
Patent Application	Computer Stand with Cooling Mechanism	11/501,485	(8-Aug-2006)	Targus Group International, Inc.
Patent Application	Security System and Related Devices and Methods	11/940,211	(14-Nov-2007)	Targus Group International, Inc.

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