

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Otter Products, LLC	03/25/2011

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1700 Lincoln Street, 8th Floor
City:	Denver
State/Country:	COLORADO
Postal Code:	80203

PROPERTY NUMBERS Total: 71

Property Type	Number
Patent Number:	7889489
Patent Number:	7688580
Patent Number:	7663879
Patent Number:	7609512
Patent Number:	7449650
Patent Number:	7312984
Patent Number:	7230823
Patent Number:	7180735
Patent Number:	7158376
Patent Number:	7075786
Patent Number:	6995976
Patent Number:	6646864
Patent Number:	D632686
Patent Number:	D632685
Patent Number:	D632684

CH \$2840.00 7889489

Patent Number:	D632683
Patent Number:	D628568
Patent Number:	D626964
Patent Number:	D626121
Patent Number:	D626120
Patent Number:	D624910
Patent Number:	D624533
Patent Number:	D623639
Patent Number:	D623638
Patent Number:	D623179
Patent Number:	D621822
Patent Number:	D621821
Patent Number:	D621395
Patent Number:	D621394
Patent Number:	D620487
Patent Number:	D619574
Patent Number:	D617787
Patent Number:	D617786
Patent Number:	D617785
Patent Number:	D617784
Patent Number:	D615967
Patent Number:	D615536
Patent Number:	D615535
Patent Number:	D615077
Patent Number:	D613282
Patent Number:	D611478
Patent Number:	D605850
Patent Number:	D603602
Patent Number:	D600908
Patent Number:	D598407
Patent Number:	D597301
Patent Number:	D593746
Patent Number:	D593319
Patent Number:	D589016
Patent Number:	D587008

	D581421
Patent Number:	D581155
Patent Number:	D557897
Patent Number:	D557264
Patent Number:	D542524
Patent Number:	D530079
Patent Number:	D526780
Patent Number:	D516807
Patent Number:	D516554
Patent Number:	D516553
Patent Number:	D516309
Patent Number:	D514808
Patent Number:	D513451
Patent Number:	D513123
Patent Number:	D472384
Application Number:	12687390
Application Number:	12648549
Application Number:	12560621
Application Number:	12251161
Application Number:	12134120
Application Number:	12205522

CORRESPONDENCE DATA

Fax Number: (435)214-3811
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 435-214-3807
Email: mjones@markuswilliams.com
Correspondent Name: Melinda Jones
Address Line 1: 2720 Homestead Road, Suite 150
Address Line 4: Park City, UTAH 84098

ATTORNEY DOCKET NUMBER:	10863.511
NAME OF SUBMITTER:	Melinda Jones

Total Attachments: 15
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of March 25, 2011, is made by and between Otter Products, LLC, a Colorado limited liability company having a business location at the address set forth below next to its signature ("Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

Company and Wells Fargo are parties to a Credit Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated as of April 1, 2010, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, in each case within the United States of America, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to, in each case within the United States of America: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of all indebtedness and other obligations of Company to Wells Fargo. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of

Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) *Existence; Authority.* Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Company.

(b) *Patents.* Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) *Trademarks.* Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any of Company's affiliate's or subsidiary's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any of Company's affiliate's or subsidiary's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) *Affiliates and Subsidiaries.* As of the date hereof, none of Company's affiliates or subsidiaries owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any of Company's affiliates or subsidiaries owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such affiliate or subsidiary to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such affiliate or subsidiary to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all liens and other encumbrances other than a lien in favor of Wells Fargo. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all liens and other encumbrances other than a lien in favor of Wells Fargo, and (ii) will keep all Patents and Trademarks free and clear of all liens and other encumbrances other than a lien in favor of Wells Fargo.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all other Persons.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells

Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at an interest rate equal to 4% above the rate of interest from time to time applicable to the Line of Credit Note.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. **Company's Use of the Patents and Trademarks.** Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement and other Loan Documents.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic means also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Colorado without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

8. Arbitration.

(a) *Arbitration*. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Agreement.

(b) *Governing Rules*. Any arbitration proceeding will (i) proceed in a location in Colorado selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any

conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) *No Waiver of Provisional Remedies, Self-Help and Foreclosure.* The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) *Arbitrator Qualifications and Powers.* Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Colorado or a neutral retired judge of the state or federal judiciary of Colorado, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Colorado and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Colorado Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and

maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) *Discovery.* In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) *Class Proceedings and Consolidations.* No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed any Loan Document, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) *Payment Of Arbitration Costs And Fees.* The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) *Miscellaneous.* To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to this Agreement or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of this Agreement or any relationship between the parties.

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EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Protective enclosure for touch screen device	7907394	03/15/2011
Detachable pod assembly for protective case	7889489	02/15/2011
Modular accessory for protective case enclosing touch screen device	7688580	03/30/2010
Protective enclosure for personal digital assistant case having integrated back lighted keyboard	7663879	02/16/2010
Protective enclosure for electronic device	7609512	10/27/2009
Multi—Directional activation button	7449650	11/11/2008
Protective enclosure and watertight adapter for an interactive flat-panel controlled device	7312984	12/25/2007
Protective membrane for touch screen device	7230823	06/12/2007
Protective enclosure and watertight adapter for an interactive flat-panel controlled device	7180735	02/20/2007
Protective enclosure for an interactive flat-panel controlled device	7158376	01/02/2007
Protective enclosure for an interactive flat-panel controlled device	7075786	01/02/2007
Protective membrane for touch screen device	6995976	02/07/2006
Protective case for touch screen device	6646864	11/11/2003
Case	D632686	02/15/2011
Case	D632685	02/15/2011
Case	D632684	02/15/2011
Case	D632683	02/15/2011

Exh. A-1

4829-2993-5625V4

PATENT
REEL: 026064 FRAME: 0686

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Case	D628568	12/07/2010
Stand	D626964	11/09/2010
Case	D626121	10/26/2010
Case	D626120	10/26/2010
Case	D624910	10/05/2010
Case	D624533	09/28/2010
Case	D623639	09/14/2010
Case	D623638	09/14/2010
Case	D623179	09/07/2010
Case	D621822	08/17/2010
Case	D621821	08/17/2010
Case	D621395	08/10/2010
Case	D621394	08/10/2010
Case	D620487	07/27/2010
Case	D619574	07/13/2010
Case	D617787	06/15/2010
Case	D617786	06/15/2010
Case	D617785	06/15/2010
Case	D617784	06/15/2010
Case	D615967	05/18/2010
Case	D615536	05/11/2010
Case	D615535	05/11/2010

Exh. A-2

4829-2993-5625V4

PATENT
REEL: 026064 FRAME: 0687

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Case	D615077	05/04/2010
Phone case	D613282	04/06/2010
Electronics device case	D611478	03/09/2010
Electronics device case	D605850	12/15/2009
Case	D603602	11/10/2009
Case	D600908	09/29/2009
Enclosure for a handheld mobile electronic device	D598407	08/18/2009
Case	D597301	08/04/2009
Case	D593746	06/09/2009
Case	D593319	06/02/2009
Phone case	D589016	03/24/2009
Case	D587008	02/24/2009
PDA case	D581421	11/25/2008
Case	D581155	11/25/2008
Laptop case	D557897	12/25/2007
Alphanumeric Keypad	D557264	12/11/2007
Box	D542524	05/15/2007
Container for a handheld electronic device	D530079	10/17/2006
Case	D526780	08/22/2006
Box	D516807	03/14/2006
Personal Digital Assistant enclosure	D516554	03/07/2006
Tablet computer enclosure	D516553	03/07/2006

Exh. A-3

4829-2993-56254

PATENT
REEL: 026064 FRAME: 0688

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Box	D516309	03/07/2006
Rounded, ribbed box	D514808	02/14/2006
Box	D513451	01/10/2006
Box	D513123	12/27/2005
Weather proof box	D472384	04/01/2003
Modular accessory for protective case enclosing touch screen device	7688580	03/30/2010
Protective enclosure and watertight adapter for an interactive flat-panel controlled device	7312984	12/25/2007
Protective enclosure for Personal Digital Assistant case having integrated back lighted keyboard	7663879	02/16/2010

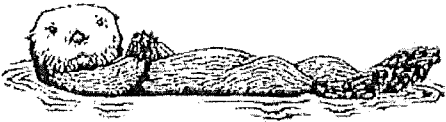
UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Protective cushion cover for an electronic device	12687390	01/14/2010
Protective cushion cover for an electronic device	12648549	12/29/2009
Protective enclosure for electronic device	12560621	09/16/2009
Protective enclosure for a computer	12251161	10/14/2008
Protective enclosure for an electronic device	12134120	06/05/2008

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
OTTER BOX	3,788,535	May 11, 2010
OTTERBOX	3,788,534	May 11, 2010
OTTER BOX	2,287,619	October 19, 1999
COMMUTER	3,791,317	May 18, 2010
ARMOR SERIES	3,632,231	June 2, 2009
DEFENDER SERIES	3,623,789	May 19, 2009
IMPACT SERIES	3,795,187	May 25, 2010
	3,791,318	May 18, 2010
WE'VE GOT TECHNOLOGY COVERED	3,865,367	October 19, 2010

Exh. B-1

4829-2993-5625M

PATENT
REEL: 026064 FRAME: 0690

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
OTTER PRODUCTS	77-723,388	April 27, 2009
OTTERHOLDER	77-757,359	June 11, 2009
OTTERHOLSTER	77-757,360	June 11, 2009
OTTERCARRES	85-188,644	December 1, 2010
	85-188,662	December 1, 2010
COMMUTER SERIES	77-963,864	March 19, 2010
LATCH	85-233,648	February 3, 2011
REFLEX SERIES	85-147,609	October 7, 2010
TANDEM SERIES	77-963,862	March 19, 2010
UTILITY SERIES	85-226,867	January 26, 2011
UTILITY SERIES	85-233,781	February 3, 2011
CRUMPLE	85-096,077	July 29, 2010

Exh. B-2

4829-2993-562514

PATENT
REEL: 026064 FRAME: 0691

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
CRUMPLE SERIES	85-096,088	July 29, 2010

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE

Exh. B-3

4829-2993-5625V4