

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
CODi, Inc.	06/18/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	NewSpring SBIC Mezzanine Capital II, L.P.
<b>Street Address:</b>	Radnor Financial Center
<b>Internal Address:</b>	555 E. Lancaster Avenue, Suite 444
<b>City:</b>	Radnor
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19087

**PROPERTY NUMBERS Total: 6**

Property Type	Number
Application Number:	60391688
Patent Number:	5570780
Application Number:	12404533
Application Number:	12488816
Application Number:	61358689
Application Number:	61453672

**CORRESPONDENCE DATA**

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 Address Line 4: Philadelphia, PENNSYLVANIA 19103

**CH \$240.00 60391688**

ATTORNEY DOCKET NUMBER:	CODI/283504
NAME OF SUBMITTER:	Terri Reginelli
Total Attachments: 4 source=Patent Assignment#page1.tif source=Patent Assignment#page2.tif source=Patent Assignment#page3.tif source=Patent Assignment#page4.tif	

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT dated as of June 18, 2011 (this "Assignment") is made by CODi, Inc., a Delaware corporation, as assignor ("Assignor") and NewSpring SBIC Mezzanine Capital II, L.P., a Pennsylvania limited partnership, as successor administrative agent and collateral agent, as assignee ("Assignee").

WHEREAS, reference is made to (i) that certain Securities Purchase Agreement dated as of the date hereof (as amended, supplemented or otherwise modified, the "Security Purchase Agreement"), by and among Assignor, Assignee and Codi Holding, Inc. (" Holding") and (ii) that certain Security Agreement dated as of the date hereof by and among Assignor, Assignee and Codi Holding, Inc. (as amended, supplemented or otherwise modified, the "Security Agreement" and together with the Security Purchase Agreement, the "Security Agreements"); capitalized terms not defined herein shall have the meanings assigned to them in the Security Agreements; and

WHEREAS, in furtherance of the execution of the Security Agreements, Assignee is desirous of acquiring and Assignor is desirous of assigning a security interest in and to all patents and applications of the Assignor ("Patents") listed on Schedule I hereto.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Assignor hereby irrevocably, absolutely and unconditionally assigns a security interest to Assignee without recourse and without any representation or warranty of any kind, nature or description, the security interest in and to all Patents listed on Schedule I hereto, as of the Effective Date (as defined below).

The effective date of this Assignment shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment, it will be delivered to Cozen O'Connor for recording on behalf of the parties hereto pursuant to the Security Agreements with the United States Patent and Trademark Office.

This Assignment shall be governed by and construed in accordance with the laws of Pennsylvania.

**This Assignment may be executed by one or more of the parties to this Assignment in any number of separate counterparts (including by telecopy or Adobe PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.**

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers.

CODI, INC.,  
as Assignor

By:   
Michael F. Schaller, CFO

Accepted

NEWSRING SBIC MEZZANINE CAPITAL II, L.P.,  
as Assignee

By: NSM SBIC II GP, L.P.,  
its general partner

By: NSM SBIC II GP, LLC,  
its general partner

By: \_\_\_\_\_  
Steven D. Hobman, President

*[Signature Page to Patent Assignment]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers.

CODI, INC.,  
as Assignor

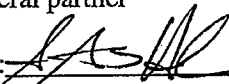
By: \_\_\_\_\_  
Michael F. Schaller, CFO

Accepted

NEWSRING SBIC MEZZANINE CAPITAL II, L.P.,  
as Assignee

By: NSM SBIC II GP, L.P.,  
its general partner

By: NSM SBIC II GP, LLC,  
its general partner

By:  \_\_\_\_\_  
Steven D. Hobman, President

*[Signature Page to Patent Assignment]*

**SCHEDULE I**  
to  
**PATENT ASSIGNMENT**

<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Country</b>	<b>Status</b>
Portable Computer Carrier	08/423,215	April 17, 1995	5,570,780	November 5, 1996	United States	Issued
Computer Restraint Device	60/391,688	June 27, 2002			United States	Expired
TSA Computer Travel Bag	12/404,533	March 16, 2009			United States	Pending
Carrying Case for Tablet Computer	12/488,816	June 22, 2009			United States	Pending
Convertible Case for Tablet PC-iMitt	61/358,689	June 25, 2010			United States	Pending
Easel & Lock -X- Lock for Tablet PC	61/453,672	March 2011			United States	Pending