

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5506036

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TARGUS GROUP INTERNATIONAL INC.	03/07/2016
RECEIVING PARTY DATA		
Name:	TARGUS INTERNATIONAL LLC	
Street Address:	1211 NORTH MILLER STREET	
City:	ANAHEIM	
State/Country:	CALIFORNIA	
Postal Code:	92806	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16183443
CORRESPONDENCE DATA		
Fax Number:	(801)578-6999	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(801) 578-6994	
Email:	emily.mangelson@stoel.com	
Correspondent Name:	JOHN R. THOMPSON	
Address Line 1:	201 SOUTH MAIN	
Address Line 2:	SUITE 1100	
Address Line 4:	SALT LAKE CITY, UTAH 84111	
ATTORNEY DOCKET NUMBER:	52253/610	
NAME OF SUBMITTER:	JOHN R. THOMPSON	
SIGNATURE:	/John R. Thompson/	
DATE SIGNED:	05/03/2019	
Total Attachments: 27		
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Declaration under 37 C.F.R. § 2.20

Relating to Foreclosure and Assignment of Patents and Patent Applications

1. On behalf of Targus International LLC as the new patent owner and assignee, I Sharon S. Abbott, in my capacity as its Senior Vice President and Secretary, make this declaration based on my personal knowledge, my information and belief and/or my review of certain corporate records and documents relating to the facts herein.
2. Targus Group International, Inc., a Delaware corporation ("**TGII**"), Targus Group Holdings, Inc., a Delaware corporation ("**TGHI**"), certain subsidiaries of TGII as "**Guarantors**" thereunder (together with TGHI, the "**Guarantors**"), the financial institutions and other entities party thereto as "**Lenders**" thereunder (the "**Secured Lenders**"), the "**Administrative Agent**" party thereto and the "**Collateral Agent**" party thereto solely in its capacity as collateral agent for the Secured Lenders (the "**Former Collateral Agent**"), entered into that certain Credit and Guaranty Agreement, dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Capitalized terms used in this Declaration without definitions shall have the meanings ascribed to such terms in the Credit Agreement
3. Pursuant to the terms of the Credit Agreement, TGII, the Guarantors and the Former Collateral Agent entered into that certain Pledge and Security Agreement, dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), pursuant to which, among other things, each of TGII and each of the Guarantors (each, a "**Grantor**") granted to the Former Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under certain assets and properties of such Grantor defined as "**Collateral**" thereunder (the "**Collateral**") including, without limitation, the patents and patent applications listed as part of Schedule 4.7 to the Pledge and Security Agreement (as such schedule was amended or supplemented from time to time), such patents and patent applications of which are listed in Schedule I attached hereto, and all rights to sue for past, present and future infringements thereof and any and all of the goodwill of the business connected with the use of and symbolized by the foregoing (collectively, the "**Patent Collateral**") as collateral security for all of the "**Secured Obligations**" defined therein (the "**Obligations**").
4. Wilmington Trust, National Association (the "**Collateral Agent**") and the Former Collateral Agent entered into that certain Successor Agent Agreement, dated as of March 6, 2015, pursuant to which the Collateral Agent assumed, among other things, the Former Collateral Agent's rights and obligations under the Pledge and Security Agreement.
5. There was a default in the Obligations under the Credit Agreement.
6. The Collateral Agent, acting at the direction of the Requisite Lenders and pursuant to the rights, powers and remedies provided to the Collateral Agent under the Credit Agreement, the other Credit Documents and Section 9-610 of the Uniform Commercial Code as in effect in the State of New York and any other applicable jurisdiction (the "**UCC**"), held a public sale of all of TGII's and certain of its subsidiaries' (including Oten, Inc.) (collectively, the "**Companies**")

right, title and interest in, to and under certain of the Collateral (the “**Acquired Assets**”), in accordance with the Collateral Documents and Part 6 of Article 9 of the UCC (the “**Foreclosure Sale**”), on February 1, 2016;

7. The Collateral Agent, on behalf of the Secured Lenders and acting at the direction of the Requisite Lenders, submitted a bid at the Foreclosure Sale to acquire all of the Acquired Assets, which bid consisted of a credit bid of indebtedness owed by the Companies to the Secured Lenders under the Credit Documents (the “**Credit Bid**”);

8. As a result of the Credit Bid being the winning offer at the Foreclosure Sale, the Collateral Agent, on behalf of the Secured Lenders and acting at the direction of the Requisite Lenders, acquired on February 3, 2016, (the “**Foreclosure Acquisition**”) all of the Companies’ right, title and interest in, to and under the Acquired Assets pursuant to a bill of sale (the “**Foreclosure Bill of Sale**”), together with that certain “**Agreement of the Companies**” attached thereto as Exhibit A, both of which are dated as of February 3, 2016, and true and correct copies of which are attached hereto as Exhibit A and Exhibit A-1, respectively. In the Agreement of the Companies, the Companies acknowledged that they had defaulted under the Credit Agreement and the Companies further consented to a transfer of the Acquired Assets, including the Patent Collateral, to the Collateral Agent, acting solely for the benefit of the Secured Lenders pursuant to the Foreclosure Bill of Sale.

9. Immediately after, but contemporaneously with, the closing of the Foreclosure Acquisition on February 3, 2016, the Collateral Agent sold and assigned the Acquired Assets (including the Patent Collateral) to certain purchasers (each, a “**Purchaser**”) and all Purchasers simultaneously contributed and assigned to Targus International LLC, a Delaware limited liability company (“**Assignee**”) all of their right, title and interest in, to and under the Patent Collateral as part of the Acquired Assets pursuant to bills of sale for each Purchaser (the “**Sale Transaction**”).

10. As a result of the above transactions, including the Sale Transaction, the Patent Collateral originally owned by the Companies together with all rights described in the Foreclosure Bill of Sale, including, *inter alia*, the right to sue for past, present and future infringements thereof and any and all of the goodwill of the business connected with the use of and symbolized by the Patent Collateral was irrevocably and unconditionally conveyed, transferred, assigned, and delivered to Assignee with no interest remaining with the Companies or the Collateral Agent.

11. On behalf of Assignee, I further declare that all statements made of my own knowledge are true and that all statements made on information and belief are believed true; that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code; and that such willful false statements may jeopardize the validity of this document.

IN WITNESS WHEREOF, Assignee has executed this Declaration of Foreclosure and Assignment, executed as of the date set forth below.

ASSIGNEE:

**TARGUS INTERNATIONAL LLC, a
Delaware limited liability company**

By: 

Name: Sharon S. Abbott

Title: SVP and Secretary

Date: 02/26/2016

Acknowledged and Agreed:

COMPANIES as assignors:

**TARGUS GROUP INTERNATIONAL, INC.
OTEN INC.**

By: _____

Name: John Brecker

Title: President

Date:

IN WITNESS WHEREOF, Assignee has executed this Declaration of Foreclosure and Assignment, executed as of the date set forth below.

ASSIGNEE:

**TARGUS INTERNATIONAL LLC, a
Delaware limited liability company**

By: _____

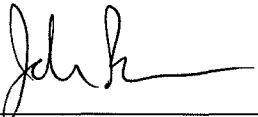
Name: Sharon S. Abbott
Title: SVP and Secretary
Date:

Acknowledged and Agreed:

COMPANIES as assignors:

**TARGUS GROUP INTERNATIONAL, INC.
OTEN INC.**

By: _____


Name: John Brecker
Title: President
Date: March 7, 2016

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

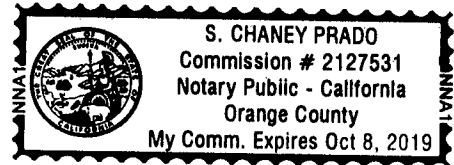
On February 26, 2016 before me, S. Chaney Prado, Notary Public
(insert name and title of the officer)

personally appeared Sharon S. Abbott,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature S. Chaney Prado (Seal)



NEW YORK 'ALL-PURPOSE' ACKNOWLEDGMENT

REAL PROPERTY LAW §309-a

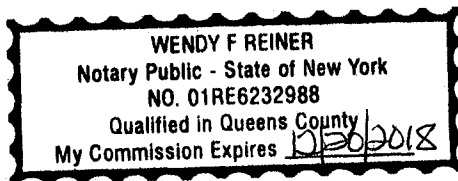
State of New York
County of New York } ss.

On the 7th day of March in the
year 2016 before me, the undersigned,

a Notary Public in and for said state, personally
appeared John R. Brecker
Name of Signer

(and X
Name of Additional Signer, if Any)

personally known to me or proved to me on the
basis of satisfactory evidence to be the
individual~~s~~ whose name~~s~~ is ~~(are)~~ subscribed
to the within instrument and acknowledged to
me that he~~/she/they~~ executed the same in
his~~/her/their~~ capacity~~(ies)~~, and that by
his~~/her/their~~ signature~~s~~ on the instrument, the
individual~~s~~, or the person upon behalf of which
the individual~~s~~ acted, executed the instrument.



Place Notary Seal and/or Stamp Above

Wendy F. Reiner
Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

**SCHEDULE I
TO
DECLARATION OF FORECLOSURE**

PATENTS AND APPLICATIONS

U.S. Patents and Applications

Title	Application No.	Publication No.	Patent No.	Status Date	Status
Multi-Function Travel Case	10/939,346	2005-0072644A1	7,503,440 B2	Filed: 9/14/ 2004 Issued: 3/17/2009	Issued
Multi-Function Travel Case	10/939,333	2005-0072643A1	7,467,695 B2	Filed: 9/14/ 2004 Issued: 12/23/2008	Issued
Programmable Power Adapter	10/953,581	2006-0071558A1	7,646,107 B2	Filed: 9/30/2004 Issue Date: 1/12/2010	Issued
Carrying Case for Portable Computer	09/493,548	N/A	6,237,766 B1	Filed: 1/28/2000 Issue Date: 5/29/2001	Issued
Impact Protection System for a Carrying Case	10/983,623	2006-0096822A1	7,216,763 B2	Filed: 11/9/2004 Issued: 5/15/2007	Issued
Carrying Case	29/185,968	N/A	D500,923	Filed: 7/7/2003 Issued: 1/18/2005	Issued
Carrying Case for Portable Computer and Impact Resistant Cushions for Use Therein	09/235,292	N/A	6,131,734	Filed: 1/22/1999 Issue Date: 10/17/2000	Issued
Adjustable Impact Resistant Cushion for Carrying Case	09/679,599	N/A	6,334,533 B1	Filed: 10/5/2000 Issue Date: 1/1/2002	Issued
Carrying Case with Impact Resistant Support	09/679,600	N/A	6,334,534 B1	Filed: 10/5/2000 Issue Date: 1/1/2002	Issued
Handle for Carrying Case	09/931,036	2001-0050243A1	6,687,955 B2	Filed: 8/17/2001 Issue Date: 2/10/2004	Issued
Display Package	29/237,075	N/A	D541,646	Filing Date: 8/24/2005	Issued

Title	Application No.	Publication No.	Patent No.	Status Date	Status
				Issue Date: 5/1/2007	
Serialized Lock Combination Retrieval Systems and Methods	12/238,004	2009-0083851A1	8,108,927 B2	Filed: 9/29/2008 Issue Date: 1/31/2012	Issued
Portable Computer Case	12/370,824	009-0229936A1	8,567,578 B2	Filed: 2/13/2009 Issued: 10/29/2013	Issued
Portable Electronic Device Case Accessories and Related Systems and Methods	13/155,266	20110297566A1	9,170,611 B2	Filed: 6/7/2011 Issued: 10/27/2015	Issued
Portable Electronic Device Case Accessories and Related Systems and Methods	13/601,799	20120325702A1		Filed: 8/31/2012 Pub. Date: 12/27/2012	Published
Portable Electronic Device Case Accessories and Related Systems and Methods	13/791,445	20130186682A1	8,746,449 B2	Filed: 3/8/2013 Issued: 6/10/2014	Issued
Portable Electronic Device Case Accessories and Related Systems and Methods	14/099,436	20140098478A1	8,783,458 B2	Filed: 12/6/2013 Issued: 7/22/2014	Issued
Attachable Under-Bezel Tabs for Display Covers	13/328,577	20130156999A1	8,721,095 B2	Filed: 12/16/2011 Issued: 05/13/2014	Issued
Electronic Device Cases With Integrated Cleaning Component	13/216,027	20120043231A1	8,225,928 B2	Filed: 8/23/2011 Issued: 07/24/2012	Issued
Portable Electronic Device Docking Station	13/365,754	20120203949A1	8,990,469 B2	Filed: 02/03/2012 Issued: 03/24/2015	Issued
Portable Electronic Device Docking Station	14/634,196			Filed: 02/27/2015	Pending
Multi-Prong Power Tip Adaptor	13/557,947	20140030936A1	8,821,199 B2	Filed: 07/25/2012 Issued: 09/02/2014	Issued
Multi-Sleeve Power Tips	13/557,976	N/A	8,550,827 B1	Filed: 07/25/2012 Issued: 10/08/2013	Issued
Wallet Portable Electronic Device Case	29/431,992	N/A	D705,764	Filed: 09/12/2012 Issued: 05/27/2014	Issued
Dual Support Flap Case	13/747,992	20140202890 A1	8,763,795 B1	Filed: 01/23/2013 Issued: 07/01/2014	Issued

Title	Application No.	Publication No.	Patent No.	Status Date	Status
Portable Electronic Device Case with an Adhesive Panel	14/341,149	20150027911 A1	9,110,630 B2	Filed: 07/25/2014 Issued: 08/18/2015	Issued
Case for Portable Electronic Devices With Extendable Corners	62/134,732	N/A	N/A	Filed: 03/18/2015	Pending
Case for Portable Electronic Devices With Internal Support	14/720,093	20150359307 A1		Filed: 05/22/2015 Pub. Date: 12/17/15	Published
Case for Portable Electronic Devices With Shutter Stand	14/720,153	20150375894 A1		Filed: 05/22/2015 Pub. Date: 12/31/15	Published
Expandable Universal Case	62/201,399	N/A	N/A	Filed: 08/05/2015	Pending
Portable Electronic Device Case With Pivotaly Coupled Support Panels	62/201,407	N/A	N/A	Filed: 08/05/2015	Pending
Universal Case with Magnetic Overlap	14/874,980			Filed: 10/5/2015	Pending
Multiplexing Power/Data Adapter	14/923,833			Filed: 10/27/2015	Pending
De-Multiplexed Power/Data Adapter	14/970,318			Filed: 12/15/2015	Pending

FOREIGN PATENTS AND APPLICATIONS

Foreign Patents and Applications

Title	Country	Application No.	Patent No.	Status	Subject Matter
Impact Protection System for Carrying Case	Great Britain	0711049.7	2437852	Issued 8/27/2008	Dome Protection Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Australia	2011100684	2011100684	Issued 6/30/2011	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Australia	2011265093	2011265093	Issued 3/19/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Australia	2015200203	2015200203	Issued 10/29/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Australia	2013100108	2013100108	Issued 2/14/2013	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	New Zealand	594007	594007	Issued 7/1/14	Versavu Case
Portable Electronic Device Case Accessories and Related Systems and Methods	New Zealand	594020	594020	Issued 1/9/2012	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	China	201180004086.X	ZL201180004086.X	Issued 10/29/2014	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	China	201410641660.8		Pending	Versavu Case
Portable Electronic Device Case	Canada	2,785,813	2,785,813	Issued	Versavu Case

PATENT

REEL: 039084 FRAME: 0398

Title	Country	Application No.	Patent No.	Status	Subject Matter
Accessories And Related Systems				12/14/2015	
Portable Electronic Device Case Accessories And Related Systems And Methods	Canada	2,908,213		Pending	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Europe	11792957.0	2,529,281	Issued 7/1/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	France	11792957.0	2,529,281	Issued 7/1/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Germany	11792957.0	60 2011 017 547.5	Issued 7/1/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Great Britain	11792957.0	2,529,281	Issued 7/1/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Spain	11792957.0	2,529,281	Issued 7/1/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Sweden	11792957.0	2,529,281	Issued 7/1/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Denmark	11792957.0	2,529,281	Issued 7/1/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Netherlands	11792957.0	2,529,281	Issued 7/1/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Norway	11792957.0	2,529,281	Issued 7/1/2015	Versavu Case

PATENT

REEL: 039084 FRAME: 0393

Title	Country	Application No.	Patent No.	Status	Subject Matter
Methods					
Portable Electronic Device Case Accessories And Related Systems And Methods	Switzerland	11792957.0	2,529,281	Issued 7/1/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	India	5942/DELNP/2012		Pending	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Philippines	1-2012-501328	1-2012-501328	Issued 2/4/2015	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Japan	2013-514251		Pending	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	South Korea	10-2012-7024011		Pending	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Indonesia	W-00201203793		Pending	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Brazil	BR 11 2012028204 2		Pending	Versavu Case
Portable Electronic Device Case Accessories And Related Systems And Methods	Singapore	2012062626	2012062626	Issued 7/6/2015	Versavu Case
Carrying Cases Having Adjustable Compartments for Use with Portable Computers and Related Methods	Australia	2011276522	2011276522	Issued 5/7/2015	Flip Fit
Portable Electronic Device Docking Station	Australia	2012212087	2012212087	Issued 7/23/2015	Universal Docking Station
Portable Electronic Device Docking Station	China	2012800077 06.X		Pending	Universal Docking Station
Portable Electronic Device Docking	Germany	11 2012 000674.7		Pending	Universal Docking

PATENT

REEL: 039084 FRAME: 0398

Title	Country	Application No.	Patent No.	Status	Subject Matter
Station					Station
Portable Electronic Device Docking Station	Great Britain	1313341.8		Pending	Universal Docking Station
Case Design	China	01330279880.7	ZL201330279880.7	Issued 1/15/2014	Next Generation Versavu Case
Rotational Case Design	European Community		002254714-0001 002254714-0002 002254714-0003 002254714-0004	Issued 6/13/2013	Versavu Case
Case Design	Australia	15289/2013	351928	Issued 11/12/2013	Flipview Case
Portable Electronic Device Case With Pivotaly Coupled Support Panels	China	201520796542.4		Pending	Lambda Case
Multiplexing Power/Data Adapter	Australia	2015249066		Pending	Power and Data Hub for Laptop Computer
Multiplexing Power/Data Adapter	Canada	2,910,341		Pending	Power and Data Hub for Laptop Computer
Multiplexing Power/Data Adapter	China	201510895443.6		Pending	Power and Data Hub for Laptop Computer
Multiplexing Power/Data Adapter	Europe	15191727.5		Pending	Power and Data Hub for Laptop Computer
De-Multiplexed Power/Data Adapter	Patent Cooperation Treaty	PCT/US2015/065730	52253/565PCT	Pending	Power and Data Hub for Laptop Computer

EXHIBIT A

Foreclosure Bill of Sale

EXECUTION COPY

BILL OF SALE

Wilmington Trust, National Association,

solely in its capacity as Collateral Agent on behalf of the Secured Lenders

to

Wilmington Trust, National Association,

solely in its capacity as Collateral Agent on behalf of the Secured Lenders

February 3, 2016

Reference is hereby made to the Credit and Guaranty Agreement, dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings specified in the Credit Agreement), by and among Targus Group International, Inc. ("TGII"), Targus Group Holdings, Inc. ("TGHI"), the subsidiaries of TGII as "Guarantors" thereunder (such subsidiaries, together with TGII, the "Companies"), the lenders party thereto (the "Secured Lenders") and Wilmington Trust, National Association, as collateral agent for the Secured Lenders (in such capacity, the "Collateral Agent") and as administrative agent for the Secured Lenders. For the consideration contained in the Credit Bid (as defined below), the Collateral Agent, acting at the direction of the Requisite Lenders and pursuant to the rights, powers and remedies provided to the Collateral Agent under the Credit Agreement, the other Credit Documents and Section 9-610 of the Uniform Commercial Code as in effect in the State of New York and any other applicable jurisdiction (the "UCC") (the Collateral Agent, acting pursuant to such directions and pursuant to such rights, powers and remedies, being referred to herein as the "Foreclosing Secured Party"), hereby sells, assigns, transfers and delivers, effective as of the date set forth above, to the Collateral Agent, on behalf of and solely for the benefit of the Secured Lenders, as the winning bidder in the Foreclosure Sale (as defined below) as a result of the Credit Bid submitted by the Collateral Agent on behalf of the Secured Lenders and at the direction of the Requisite Lenders (the Collateral Agent, acting on behalf of the Secured Lenders as the winning bidder at the Foreclosure Sale, being referred to herein as the "Foreclosed Collateral Transferee"), all of the Companies' right, title and interest in, to and under the Foreclosed Collateral (as defined below), free and clear of all liens and other security interests to the extent that such liens and other security interests have been discharged under Section 9-617 of the UCC. Simultaneously with the delivery of this Bill of Sale, the Foreclosing Secured Party is delivering to the Foreclosed Collateral Transferee (i) any certificate or certificates in the possession of the Foreclosing Secured Party representing any capital stock of, or other equity interests in, Targus International Holdeo (UK) Limited, a company organized under the laws of the United Kingdom ("Targus UK"), and (ii) any share transfer form executed by TGII with respect to any certificate referred to in clause (i) of this sentence that is in the possession of the Foreclosing Secured Party, which share transfer form the Foreclosing Secured Party has inserted the name of Targus Cayman SubCo Limited, a Cayman Islands exempted company ("Cayman Subco"), as the person to whom the capital stock of, or other equity interests in, Targus UK

NY 75981777

PATENT
REEL: 039084 FRAME: 0396

represented by such certificate have been sold, assigned or transferred, as contemplated by that certain Asset Purchase Agreement, dated as of January 21, 2016 (as amended, supplemented or otherwise modified from time to time), by and between the Collateral Agent and Cayman Subco. As used herein, "Foreclosed Collateral" means all Collateral other than (a) any capital stock of, or other equity interests in, any of the Domestic Subsidiaries of TGII constituting Collateral (other than the equity interests in (x) Targus Group US LLC, a Delaware limited liability company and a direct wholly-owned Subsidiary of TGII ("TGUS"), and (y) Targus Delaware, LLC, a Delaware limited liability company and an indirect wholly-owned Subsidiary of TGII ("TDLLC"), which equity interests in TGUS and TDLLC shall constitute part of the Foreclosed Collateral), and (b) all assets of TGUS and TDLLC. Without limiting the generality of the foregoing, the Foreclosed Collateral shall include, to the extent constituting Collateral, all of the Companies' right, title and interest in, to and under (i) all rights to sue for past, present and future infringements of any United States or foreign copyrights or any Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), (ii) all rights to sue for past, present and future infringements of any United States or foreign patents or certificates of invention, or similar industrial property rights, or any applications for any of the foregoing, (iii) all rights to sue for past, present and future infringement or dilution of any United States or foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs or general intangibles of a like nature, all registrations and applications for any of the foregoing, or any injury to goodwill, and (iv) all of the goodwill of the business connected with the use of and symbolized by any of the marks or other items described in clause (iii). For the avoidance of doubt, the Collateral Agent has not taken possession of, exercised any rights or remedies against, or offered for sale as part of the Foreclosure Sale, any Collateral that is not Foreclosed Collateral, and any Collateral that is not Foreclosed Collateral is not being sold, assigned, transferred or delivered pursuant to this Bill of Sale.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS BILL OF SALE TO THE CONTRARY, THE COLLATERAL AGENT, IN ITS CAPACITIES AS BOTH FORECLOSING SECURED PARTY AND FORECLOSED COLLATERAL TRANSFEREE, IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO ANY OF THE COLLATERAL (INCLUDING ANY OF THE FORECLOSED COLLATERAL), INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT, USAGE, MERCHANTABILITY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, COMPLIANCE WITH LAWS, NON-INFRINGEMENT OR THE LIKE WITH RESPECT TO ANY OF THE COLLATERAL (INCLUDING ANY OF THE FORECLOSED COLLATERAL), AND THE COLLATERAL AGENT, IN ITS CAPACITIES AS BOTH FORECLOSING SECURED PARTY AND FORECLOSED COLLATERAL TRANSFEREE, HEREBY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. THE SALE, ASSIGNMENT, TRANSFER AND DELIVERY OF THE FORECLOSED COLLATERAL PURSUANT TO THIS BILL OF SALE IS MADE STRICTLY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS AS OF THE DATE HEREOF.

This Bill of Sale shall bind and inure to the benefit of the respective successors and assigns of the Collateral Agent, in its capacities as both Foreclosing Secured Party and

Foreclosed Collateral Transferee. This Bill of Sale shall be governed by and interpreted and enforced in accordance with the substantive laws of the State of New York, without giving effect to the conflicts of law principles thereof.

This Bill of Sale is being executed and delivered in connection with the acceptance of the Collateral Agent's bid submitted on behalf of the Secured Lenders and at the direction of the Requisite Lenders (such bid, the "Credit Bid") at a publicly noticed foreclosure sale of the Foreclosed Collateral conducted by the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, in accordance with the Credit Documents and Part 6 of Article 9 of the UCC (the "Foreclosure Sale"), which Credit Bid consisted of an offer by the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, to acquire the Foreclosed Collateral in exchange for the discharge of principal of the Term Loans in an aggregate amount equal to the amount set forth on Schedule I attached hereto.


The Agreement of the Companies attached hereto as Exhibit A is hereby incorporated herein by reference and constitutes a part of this Bill of Sale.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent, in its capacities as both Foreclosing Secured Party and Foreclosed Collateral Transferee, has caused this Bill of Sale to be executed by its duly authorized representative on the day and year first above written.

FORECLOSING SECURED PARTY

**Wilmington Trust, National Association,
solely in its capacity as Collateral Agent for
the Secured Lenders**

By: 
Name: Jeffery Rose
Title: Vice President

**FORECLOSED COLLATERAL
TRANSFeree**

**Wilmington Trust, National Association,
solely in its capacity as Collateral Agent for
the Secured Lenders**

By: 
Name: Jeffery Rose
Title: Vice President

Signature page to Agreement

SCHEDULE I

[redacted]

EXHIBIT A

Agreement of the Companies

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AGREEMENT

This AGREEMENT, dated as of February [], 2016, is made by Targus Group International, Inc. ("TGII") and the undersigned subsidiaries of TGII (together with TGII, the "Companies") for the benefit of the Collateral Agent (as defined below) and the Secured Lenders (as defined below).

WHEREAS, TGII entered into that certain Credit and Guaranty Agreement, dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TGII, Targus Group Holdings, Inc., certain subsidiaries of TGII as "Guarantors" thereunder (the stock and assets of which constitute integral parts of the Companies' regular trade or business operations), the financial institutions and other entities party thereto as "Lenders" thereunder (the "Secured Lenders") and Wilmington Trust, National Association, as collateral agent (in such capacity, the "Collateral Agent") and as administrative agent;

WHEREAS, pursuant to the Credit Agreement and certain other documents, instruments, and agreements executed pursuant thereto or in connection therewith (collectively with the Credit Agreement, the "Credit Documents"), the Secured Lenders made loans to, and made other financial accommodations to or for the benefit of, the Companies (all such loans and other financial accommodations, together with the other Obligations (as defined in the Credit Agreement) are referred to herein collectively as the "Obligations");

WHEREAS, the Obligations are secured by security interests in and liens on the Collateral (as defined in the Credit Agreement);

WHEREAS, the Collateral Agent is a "Secured Party" and each of the Companies is a "Debtor", in each case pursuant to, and as defined in, Article 9 of the Uniform Commercial Code as in effect in the State of New York and any other applicable jurisdiction (the "UCC");

WHEREAS, the Companies are in default of the Obligations under the Credit Documents;

WHEREAS, as a result of the Companies' default under the Credit Documents, the Collateral Agent, acting on behalf of the Secured Lenders and at the direction of the Requisite Lenders (as defined in the Credit Agreement), has the right as a Secured Party under Section 9-610 of the UCC to sell, assign and transfer all of the Companies' right, title and interest in and to any or all of the Collateral pursuant to the Foreclosure Sale (as defined below);

WHEREAS, the Collateral Agent, acting at the direction of the Requisite Lenders, held a publicly noticed foreclosure sale of the Foreclosed Collateral (as defined in the Bill of Sale (as defined below)) in accordance with Part 6 of Article 9 of the UCC (the "Foreclosure Sale") on February 1, 2016, and the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, made the winning offer at the Foreclosure Sale for the Foreclosed Collateral consisting of the Credit Bid (as defined in the Bill of Sale);

WHEREAS, as a result of the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, making the winning offer at the Foreclosure Sale, the

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Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, and pursuant to the rights, powers and remedies provided to the Collateral Agent under the Credit Agreement, the other Credit Documents and Section 9-610 of the UCC, sold, assigned, transferred and delivered all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, on behalf of and solely for the benefit of the Secured Lenders, pursuant to that certain Bill of Sale, dated as of the date hereof (the "Bill of Sale"); and

WHEREAS, the Companies hereby desire to agree (which agreement is not required) to the Foreclosure Sale, the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, solely for the benefit of the Secured Lenders, pursuant to the Bill of Sale, and all actions related to any of the foregoing (collectively, the "Transactions").

NOW, THEREFORE, the Companies hereby agree (which agreement is not required) as follows:

1. The Collateral Agent has a valid and perfected security interest in and lien on all of the Collateral, for the benefit of the Secured Lenders, securing the Obligations.

2. The Foreclosure Sale and the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral pursuant to the Foreclosure Sale and the other Transactions (including the method, manner, time, place, notice and other terms thereof) constitute a commercially reasonable disposition of the Foreclosed Collateral. To the best of the Companies' knowledge and after due inquiry, all parties who have asserted an interest in the Collateral received a notice of the Foreclosure Sale pursuant to Article 9 of the UCC.

3. Upon the closing of the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral pursuant to the Bill of Sale, (a) all of the right, title and interest of the Companies in and to the Foreclosed Collateral is transferred to the Collateral Agent, solely for the benefit of the Secured Parties, free and clear of all liens and other encumbrances to the extent that such liens and other encumbrances are discharged under Section 9-617 of the UCC, (b) the Companies have no remaining right, title or interest in or to any of the Foreclosed Collateral, (c) all of the Companies, on behalf of themselves and on behalf of their respective successors and assigns, are deemed to have irrevocably, unconditionally, fully, finally and forever waived and released any right, title or interest in or to any of the Foreclosed Collateral, including any right of redemption with respect thereto and (d) all consents and approvals required for the transfer by the Companies of all of their rights, duties and obligations under the ABL Facility and the 2015 Term Loan Documents (as such terms are defined in the Credit Agreement) to Targus International LLC, a Delaware limited liability company, and certain of its affiliates (such transfer being referred to herein as the "Surviving Debt Transfer") have been obtained. Simultaneously with the closing of the transactions contemplated by those certain asset purchase agreements, each dated as of January 21, 2016, between the Collateral Agent and each of Targus US Sub I Inc., a Delaware corporation, and Targus US Sub II Inc., a Delaware corporation, the Surviving Debt Transfer

shall be consummated. Without limiting the foregoing, the Collateral Agent has acted in good faith in all aspects of the Transactions, including without limitation, in connection with the transfer of the Foreclosed Collateral pursuant to the Bill of Sale.

4. Each of the Companies hereby, jointly and severally, absolutely, unconditionally and irrevocably releases, remises and forever discharges the Administrative Agent (as defined in the Credit Agreement), the Collateral Agent, the Supplemental Agent (as defined in the Credit Agreement) and each of their respective present and former shareholders, affiliates, subsidiaries, divisions and predecessors, and their respective directors, officers, attorneys, employees, agents and other representatives and the respective successors and assigns of each of the foregoing (collectively, the "Released Parties"), of and from any and all demands, actions, causes of action, suits, damages, judgments and any and all other claims, counterclaims and liabilities whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, now existing or hereafter arising, both at law and in equity, in each case to the extent relating to or arising out of or in connection with (i) the Foreclosure Sale, the transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, for the benefit of the Secured Lenders, pursuant to the Bill of Sale, and all of the other Transactions, and all actions (and inactions) taken by any Released Party in connection with the Transactions and (ii) all facts, acts, omissions or circumstances arising or occurring on or prior to the date hereof and to the extent relating to the Credit Agreement and the other Credit Documents and the dealings of the parties thereto with respect to the Credit Documents.

[Signature page follows]

IN WITNESS WHEREOF, each of the Companies has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

Targus Group International, Inc.

By: _____
Name:
Title:

Targus Group US LLC

By: _____
Name:
Title:

Targus, Inc.

By: _____
Name:
Title:

Targus USA, Inc.

By: _____
Name:
Title:

Oten Inc.

By: _____
Name:
Title:

Targus Delaware, LLC

By: _____
Name:
Title:

Signature page to Agreement

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Exhibit A-1

Agreement of the Companies

EXECUTION COPY

AGREEMENT

This AGREEMENT, dated as of February 3, 2016, is made by Targus Group International, Inc. ("TGII") and the undersigned subsidiaries of TGII (together with TGII, the "Companies") for the benefit of the Collateral Agent (as defined below) and the Secured Lenders (as defined below).

WHEREAS, TGII entered into that certain Credit and Guaranty Agreement, dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TGII, Targus Group Holdings, Inc., certain subsidiaries of TGII as "Guarantors" thereunder (the stock and assets of which constitute integral parts of the Companies' regular trade or business operations), the financial institutions and other entities party thereto as "Lenders" thereunder (the "Secured Lenders") and Wilmington Trust, National Association, as collateral agent (in such capacity, the "Collateral Agent") and as administrative agent;

WHEREAS, pursuant to the Credit Agreement and certain other documents, instruments, and agreements executed pursuant thereto or in connection therewith (collectively with the Credit Agreement, the "Credit Documents"), the Secured Lenders made loans to, and made other financial accommodations to or for the benefit of, the Companies (all such loans and other financial accommodations, together with the other Obligations (as defined in the Credit Agreement) are referred to herein collectively as the "Obligations");

WHEREAS, the Obligations are secured by security interests in and liens on the Collateral (as defined in the Credit Agreement);

WHEREAS, the Collateral Agent is a "Secured Party" and each of the Companies is a "Debtor", in each case pursuant to, and as defined in, Article 9 of the Uniform Commercial Code as in effect in the State of New York and any other applicable jurisdiction (the "UCC");

WHEREAS, the Companies are in default of the Obligations under the Credit Documents;

WHEREAS, as a result of the Companies' default under the Credit Documents, the Collateral Agent, acting on behalf of the Secured Lenders and at the direction of the Requisite Lenders (as defined in the Credit Agreement), has the right as a Secured Party under Section 9-610 of the UCC to sell, assign and transfer all of the Companies' right, title and interest in and to any or all of the Collateral pursuant to the Foreclosure Sale (as defined below);

WHEREAS, the Collateral Agent, acting at the direction of the Requisite Lenders, held a publicly noticed foreclosure sale of the Foreclosed Collateral (as defined in the Bill of Sale (as defined below)) in accordance with Part 6 of Article 9 of the UCC (the "Foreclosure Sale") on February 1, 2016, and the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, made the winning offer at the Foreclosure Sale for the Foreclosed Collateral consisting of the Credit Bid (as defined in the Bill of Sale);

WHEREAS, as a result of the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, making the winning offer at the Foreclosure Sale, the

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Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, and pursuant to the rights, powers and remedies provided to the Collateral Agent under the Credit Agreement, the other Credit Documents and Section 9-610 of the UCC, sold, assigned, transferred and delivered all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, on behalf of and solely for the benefit of the Secured Lenders, pursuant to that certain Bill of Sale, dated as of the date hereof (the "Bill of Sale"); and

WHEREAS, the Companies hereby desire to agree (which agreement is not required) to the Foreclosure Sale, the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, solely for the benefit of the Secured Lenders, pursuant to the Bill of Sale, and all actions related to any of the foregoing (collectively, the "Transactions").

NOW, THEREFORE, the Companies hereby agree (which agreement is not required) as follows:

1. The Collateral Agent has a valid and perfected security interest in and lien on all of the Collateral, for the benefit of the Secured Lenders, securing the Obligations.

2. The Foreclosure Sale and the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral pursuant to the Foreclosure Sale and the other Transactions (including the method, manner, time, place, notice and other terms thereof) constitute a commercially reasonable disposition of the Foreclosed Collateral. To the best of the Companies' knowledge and after due inquiry, all parties who have asserted an interest in the Collateral received a notice of the Foreclosure Sale pursuant to Article 9 of the UCC.

3. Upon the closing of the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral pursuant to the Bill of Sale, (a) all of the right, title and interest of the Companies in and to the Foreclosed Collateral is transferred to the Collateral Agent, solely for the benefit of the Secured Parties, free and clear of all liens and other encumbrances to the extent that such liens and other encumbrances are discharged under Section 9-617 of the UCC, (b) the Companies have no remaining right, title or interest in or to any of the Foreclosed Collateral, (c) all of the Companies, on behalf of themselves and on behalf of their respective successors and assigns, are deemed to have irrevocably, unconditionally, fully, finally and forever waived and released any right, title or interest in or to any of the Foreclosed Collateral, including any right of redemption with respect thereto and (d) all consents and approvals required for the transfer by the Companies of all of their rights, duties and obligations under the ABL Facility and the 2015 Term Loan Documents (as such terms are defined in the Credit Agreement) to Targus International LLC, a Delaware limited liability company, and certain of its affiliates (such transfer being referred to herein as the "Surviving Debt Transfer") have been obtained. Simultaneously with the closing of the transactions contemplated by those certain asset purchase agreements, each dated as of January 21, 2016, between the Collateral Agent and each of Targus US Sub I Inc., a Delaware corporation, and Targus US Sub II Inc., a Delaware corporation, the Surviving Debt Transfer

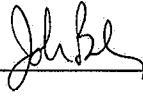
shall be consummated. Without limiting the foregoing, the Collateral Agent has acted in good faith in all aspects of the Transactions, including without limitation, in connection with the transfer of the Foreclosed Collateral pursuant to the Bill of Sale.

4. Each of the Companies hereby, jointly and severally, absolutely, unconditionally and irrevocably releases, remises and forever discharges the Administrative Agent (as defined in the Credit Agreement), the Collateral Agent, the Supplemental Agent (as defined in the Credit Agreement) and each of their respective present and former shareholders, affiliates, subsidiaries, divisions and predecessors, and their respective directors, officers, attorneys, employees, agents and other representatives and the respective successors and assigns of each of the foregoing (collectively, the "Released Parties"), of and from any and all demands, actions, causes of action, suits, damages, judgments and any and all other claims, counterclaims and liabilities whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, now existing or hereafter arising, both at law and in equity, in each case to the extent relating to or arising out of or in connection with (i) the Foreclosure Sale, the transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, for the benefit of the Secured Lenders, pursuant to the Bill of Sale, and all of the other Transactions, and all actions (and inactions) taken by any Released Party in connection with the Transactions and (ii) all facts, acts, omissions or circumstances arising or occurring on or prior to the date hereof and to the extent relating to the Credit Agreement and the other Credit Documents and the dealings of the parties thereto with respect to the Credit Documents.

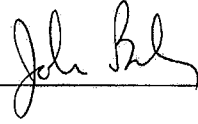
[Signature page follows]

IN WITNESS WHEREOF, each of the Companies has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

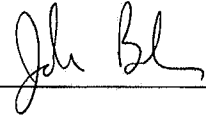
Targus Group International, Inc.

By: 
Name:
Title:

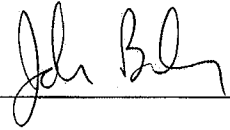
Targus Group US LLC

By: 
Name:
Title:

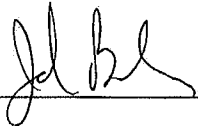
Targus, Inc.

By: 
Name:
Title:

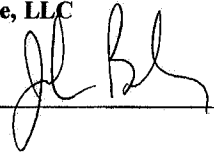
Targus USA, Inc.

By: 
Name:
Title:

Oten Inc.

By: 
Name:
Title:

Targus Delaware, LLC

By: 
Name:
Title:

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Signature page to Agreement