

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Targus Group International, Inc.		11/22/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	UBS AG, Stamford Branch
<b>Street Address:</b>	677 Washington Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	a banking association:

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	78355622	BUBBLESLEEVES
Serial Number:	78341401	SOFTSLEEVES
Serial Number:	75228581	TEAM TARGUS
Serial Number:	75229011	TARGUS SHUTTLE
Serial Number:	75849762	EQUALIZERSTRAP
Serial Number:	76271469	TARGUS
Serial Number:	76271704	TARGUS ESSENTIAL ACCESSORIES FOR MOBILE COMPUTING
Serial Number:	76271705	MAKING YOUR MOBILE LIFE EASIER
Serial Number:	76819989	
Serial Number:	76321840	TARGUS
Serial Number:	76359492	MOBILE ESSENTIALS
Serial Number:	78271421	MEDIAMATE
Serial Number:	78285582	CDPROJECTS

OP \$540.00 78355622

Serial Number:	78289168	AIRTRAK
Serial Number:	73711359	LAPPAC
Serial Number:	73717954	TARGUS
Serial Number:	75391062	TARGUS PLATINUM
Serial Number:	75616932	TARGUS BY DESIGN
Serial Number:	75643372	MODEM SHIELD
Serial Number:	75757924	APS
Serial Number:	78351168	CITY GEAR

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7145401235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins, LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0522 SECOND LIEN T
NAME OF SUBMITTER:	Joanna Fowler
Signature:	/Joanna Fowler/
Date:	02/24/2006

**Total Attachments: 5**  
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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

Trademark Security Agreement, dated as of November 22, 2005 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **EACH OF THE UNDERSIGNED** (collectively, "Grantors") and **UBS AG, STAMFORD BRANCH**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Second Lien Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of November 22, 2005 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Second Lien Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Second Lien Credit and Guaranty Agreement, the Grantors hereby agree with the Second 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 Trademark Collateral. Each Grantor hereby pledges and grants to Second Lien Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark 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 Trademark 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 Trademark 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 Trademark 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.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of November 21, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among **GOLDMAN SACHS CREDIT PARTNERS, L.P.**, as First Lien Collateral and **UBS AG, STAMFORD BRANCH**, as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark 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: John McAlpine


Title: Chief Financial Officer &  
Treasurer

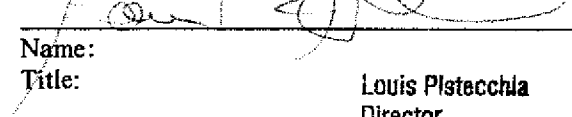
Trademark Security Agreement

**TRADEMARK**  
**REEL: 003253 FRAME: 0880**

Accepted and Agreed:

**UBS AG, STAMFORD BRANCH,**  
as Second Lien Collateral Agent

By:   
Name: Douglas Gervolino  
Title: Associate Director  
Banking Products  
Services, US

By:   
Name: \_\_\_\_\_  
Title: Louis Pistecchia  
Director  
Banking Products  
Services, US

[Signature Page to Second Lien Trademark Security Agreement]

**SCHEDULE I**  
to  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Targus Group International, Inc.	Bubblesleeves	22-Jan-04		78355622
Targus Group International, Inc.	Softsleeves	16-Dec-03		78341401
Targus Group International, Inc.	Team Targus	21-Jan-97		75228581
Targus Group International, Inc.	Targus Shuttle	21-Jan-97		75229011
Targus Group International, Inc.	Equalizerstrap	16-Nov-99		75849762
Targus Group International, Inc.	Targus	14-Jun-01		76271469
Targus Group International, Inc.	Targus Essential	14-Jun-01		76271704
Targus Group International, Inc.	Making Your	14-Jun-01		76271705
Targus Group International, Inc.	Defcon	NA		76819989
Targus Group International, Inc.	Targus	5-Oct-01		76321840
Targus Group International, Inc.	Mobile Essentials	16-Jan-02		76359492
Targus Group International, Inc.	Medjamatic	8-Jul-03		78271421
Targus Group International, Inc.	Cdprojects	11-Aug-03		78285582
Targus Group International, Inc.	Airtrak	19-Aug-03		78289168
Targus Group International, Inc.	Lappac	16-Feb-88		73711359
Targus Group International, Inc.	Targus	21-Mar-88		73717954
Targus Group International, Inc.	Targus Platinum	17-Nov-97		75391062
Targus Group Int'l, Inc.	Targus By Design	7-Jan-97		75616932
Targus Group International, Inc.	Modern Shield	17-Feb-99		75643372
Targus Group International, Inc.	APS	22-Jul-99		75757924
Targus Group International, Inc.	Citygear	13-Jan-04		78351168

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