

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING REEL 003253 FRAME 0876

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, STAMFORD BRANCH, as resigning Collateral Agent		05/01/2009	Banking Corporation:

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	BANKING CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78355622	BUBBLESLEEVES
Serial Number:	76271469	TARGUS
Serial Number:	76271704	TARGUS ESSENTIAL ACCESSORIES FOR MOBILE COMPUTING
Serial Number:	76271705	MAKING YOUR MOBILE LIFE EASIER
Serial Number:	76321840	TARGUS
Serial Number:	76359492	MOBILE ESSENTIALS
Serial Number:	78285582	CDPROJECTS
Serial Number:	78289168	AIRTRAK
Serial Number:	73717954	TARGUS
Serial Number:	75391062	TARGUS PLATINUM
Serial Number:	78351168	CITY GEAR

OP \$290.00 78355622

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@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
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	05/01/2009

Total Attachments: 8
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ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION dated as of May 1, 2009 (this “Assignment and Assumption”) is made by UBS AG, Stamford Branch, as resigning Collateral Agent, as assignor (“Assignor”) and The Bank of New York Mellon, as successor Collateral Agent, as assignee (“Assignee”).

WHEREAS, reference is made to (i) that certain Second Lien Credit and Guaranty Agreement dated as of November 22, 2005 (as amended, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), by and among Targus Group International, Inc., Targus Group Holdings, Inc. and Certain Subsidiaries of Targus Group International, Inc., as Guarantors, Goldman Sachs Credit Partners L.P., as Joint Lead Arranger and Joint Bookrunner, UBS Securities LLC, as Joint Lead Arranger, Joint Bookrunner, and Sole Syndication Agent, Wachovia Capital Markets, LLC, as Documentation Agent, UBS, as Administrative Agent on behalf of the Lenders (in such capacity, “Administrative Agent”), UBS, as Collateral Agent on behalf of the Secured Parties described therein (in such capacity, “Collateral Agent”), and the Lenders party thereto from time to time, and (ii) that certain Second Lien Pledge and Security Agreement dated as of November 22, 2005 by and among each of the grantors party thereto and UBS, as Collateral Agent (the “Pledge and Security Agreement”); capitalized terms not defined herein shall have the meanings assigned to them in the Pledge and Security Agreement);

WHEREAS, reference is also made to (i) the Second Lien Patent Security Agreement dated November 22, 2005, by and among Targus Group International, Inc., Targus Group Ltd., Targus, Inc., and UBS, as Collateral Agent, (ii) the Second Lien Trademark Security Agreement dated November 22, 2005, between Targus Group International, Inc., and UBS as Collateral Agent, and (iii) the Second Lien Patent Security Agreement dated September 15, 2008, by and among Targus Group International, Inc., Targus, Inc., and UBS, as Collateral Agent (collectively, the “Intellectual Property Security Agreements”);

WHEREAS, pursuant to the Second Lien Patent Security Agreement recorded with the U.S. Patent and Trademark Office on February 24, 2006 at Reel/Frame No. 017215/0171, Targus Group International, Inc., Targus Group Ltd., and Targus, Inc. granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under certain of its Intellectual Property, including the Patents listed on Schedule 1 hereto and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Second Lien Patent Security Agreement recorded with the U.S. Patent and Trademark Office on April 9, 2009 at Reel/Frame No. 022529/0079, Targus Group International, Inc., granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under certain of its Intellectual Property, including the Patents listed on Schedule 1 hereto and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Second Lien Patent Security Agreement recorded with the U.S. Patent and Trademark Office on April 9, 2009 at Reel/Frame No. 022529/0071,

Targus, Inc. granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under certain of its Intellectual Property, including the Patents listed on Schedule 1 hereto and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Second Lien Trademark Security Agreement recorded with the U.S. Patent and Trademark Office on February 24, 2006 at Reel/Frame No. 003253/0876, Targus Group International, Inc. granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under certain of its Intellectual Property, including the Trademarks listed on Schedule 1 hereto, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing;

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 to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Agency Assignment and Amendment Agreement dated of even date herewith (the "Agency Assignment Agreement") among, *inter alia*, Assignor and Assignee, and Assignee hereby assumes from Assignor, the interest in and to Assignor's rights and obligations under the Intellectual Property Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to Latham & Watkins LLP for recording on behalf of the parties hereto pursuant to the Pledge and Security Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office.

From and after the Effective Date and as further set forth in the Agency Assignment Agreement, (a) Assignee shall be a party to the Credit Agreement, the Pledge and Security Agreement and the Intellectual Property Security Agreements and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Collateral Agent thereunder and shall be bound by the provisions thereof and (b) Assignor shall, to the extent provided in this Assignment and Assumption and the Agency Assignment Agreement, relinquish its rights and be released from its obligations under the Credit Agreement, the Pledge and Security Agreement and the Intellectual Property Security Agreements.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment and Assumption may be executed by one or more of the parties to this Assignment and Assumption in any number of separate counterparts (including by telecopy), 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 and Assumption to be executed by their respective duly authorized officers.


UBS AG, STAMFORD BRANCH,
as Assignor

By: Mary E. Evans
Name: Mary E. Evans
Title: Associate Director

By: Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director

Accepted:

THE BANK OF NEW YORK MELLON
as Assignee

By: 
Name: Melinda Valentine
Title: Vice President

SCHEDULE I
to
ASSIGNMENT AND ASSUMPTION

PATENTS

OWNER	REGISTRATION/ APPLICATION NUMBER	TITLE
Targus Group International, Inc.	6499187	Composite Handle for Case
Targus Group International, Inc.	6687955	Handle for Case
Targus Group International, Inc.	6131734	Case-Laptop PC and Impact Resistant Cushions
Targus Group International, Inc.	6237766	Case-Laptop PC
Targus Group International, Inc.	6334533	Impact Resistant Cushion for Carrying Case
Targus Group International, Inc.	6334534	Carry Case with Impact Resistant Support
Targus Group International, Inc.	6390297	Case-laptop PC
Targus Group International, Inc.	10/743838	Handle for Case
Targus Group International, Inc.	6213266	Modular Luggage System
Targus Group International, Inc.	10/953581	Programmable Power Adaptor
Targus Group International, Inc.	10/983623	Impact Protection System
Targus Group International, Inc. ¹	10/939333	Multi-Function Travel Case
Targus Group International, Inc.	10/716178	Foldable Keyboard Assembly System
Targus Group International, Inc.	D-500923	Carrying Case Design
Targus Group International, Inc.	5524754	Carrying Case for Notebook Computer
Targus Group International, Inc.	5607054	Folio Carrying Case for Notebook Computer
Targus Group International, Inc.	7048103	Handle for Carrying Case
Targus Group International, Inc.	5217119	Carrying Case for Laptop
Targus Group International, Inc.	11/698822	Mouse Cable Management
Targus Group International, Inc.	D-541646	Display Package Design Patent
Targus, Inc.	7216763	Impact Protection System for Carrying Case
Targus Group International, Inc. ²	10/939346	Multi-Function Travel Case

¹ Co-owners may include certain of the inventors or their assignees.

² Co-owners may include certain of the inventors or their assignees.

TRADEMARKS

[Separately Attached]

TRADEMARKS

OWNER	REGISTRATION/ APPLICATION NUMBER	TRADEMARK
Targus Group International Inc.	78355622	Bubblesleeves
Targus Group International Inc.	76271469	Targus
Targus Group International Inc.	76271704	Targus Essential Accessories for Mobile Commuting
Targus Group International Inc.	76271705	Making Your Mobile Life Easier
Targus Group International Inc.	76321840	Targus
Targus Group International Inc.	76359492	Mobile Essentials
Targus Group International Inc.	78285582	Cdprojects
Targus Group International Inc.	78289168	Airtrak
Targus Group International Inc.	73717954	Targus
Targus Group International Inc.	75391062	Targus Platinum
Targus Group International Inc.	78351168	Citygear

Schedule 1: IP Assignment and Assumption