

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TARGUS GROUP INTERNATIONAL, INC.		05/06/2009	CORPORATION:

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2336660	AUTO/AIR
Registration Number:	2349241	DEFCON
Registration Number:	2424230	EASYROLLER
Registration Number:	3288845	PARTNERVANTAGE
Registration Number:	1773497	PORT
Registration Number:	3118387	REMOTETUNES
Registration Number:	2127163	SAFEPORT
Registration Number:	3266073	SOUNDUP
Registration Number:	3180029	STOW-N-GO
Registration Number:	3464080	T
Registration Number:	3446601	T
Registration Number:	3428027	TARGUS

OP \$315.00 2336660

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:	06/09/2009

Total Attachments: 5  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 6, 2009 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **TARGUS GROUP INTERNATIONAL, INC.** (the "Grantor") and **THE BANK OF NEW YORK MELLON** (as successor-in-interest to 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, Grantor is party to a Pledge and Security Agreement dated as of November 22, 2005 (the "Pledge and Security Agreement") by and among the Grantor and the other grantors party thereto and the Second Lien Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Grantor hereby agrees 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. The Grantor hereby pledges and grants to Second Lien Collateral Agent for the benefit of the Secured Parties, a security interest in all of 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 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 Grantor hereby acknowledges and affirms 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 **THE BANK OF NEW YORK MELLON** (as successor-in-interest to 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, 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.

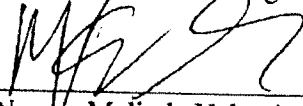
**TARGUS GROUP INTERNATIONAL, INC.**

By: *Vita C. Stempel*  
Name:  
Title:

Accepted and Agreed:

**THE BANK OF NEW YORK MELLON,**  
as Second Lien Collateral Agent

By: \_\_\_\_\_

  
Name: Melinda Valentine  
Title: Vice President

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

<b>Mark</b>	<b>Grantor</b>	<b>App No</b>	<b>App Date</b>	<b>Reg No</b>	<b>Reg Date</b>	<b>Expires</b>
AUTO/AIR	TARGUS GROUP INTERNATIONAL, INC.	75/449,610	3/13/1998	2,336,660	3/28/2000	3/28/2010
DEFCON	TARGUS GROUP INTERNATIONAL, INC.	75/347,069	8/26/1997	2,349,241	5/16/2000	5/16/2010
EASYROLLER	TARGUS GROUP INTERNATIONAL, INC.	75/822,311	10/13/1999	2,424,230	1/23/2001	1/23/2011
ECOSMART	TARGUS GROUP INTERNATIONAL, INC.	77/334,056	11/20/2007			
PARTNERVANTAGE	TARGUS GROUP INTERNATIONAL, INC.	78/713,180	9/14/2005	3,288,845	9/4/2007	9/4/2017
PORT	TARGUS GROUP INTERNATIONAL, INC.	74/245,455	2/11/1992	1,773,497	5/25/1993	5/25/2013
REMOTETUNES	TARGUS GROUP INTERNATIONAL, INC.	78/589,761	3/17/2005	3,118,387	7/18/2006	7/18/2016
SAFEPORT	TARGUS GROUP INTERNATIONAL, INC.	75/216,617	12/20/1996	2,127,163	1/6/1998	1/6/2018
SOUNDUP	TARGUS GROUP INTERNATIONAL, INC.	78/675,352	7/21/2005	3,266,073	7/17/2007	7/17/2017
STOW-N-GO	TARGUS GROUP INTERNATIONAL, INC.	78/700,815	8/25/2005	3,180,029	12/5/2006	12/5/2016
T AND DESIGN	TARGUS GROUP INTERNATIONAL, INC.	78/693,703	8/16/2005	3,464,080	7/8/2008	7/8/2018
T AND DESIGN	TARGUS GROUP INTERNATIONAL, INC.	78/693,724	8/16/2005			
T AND DESIGN (COLOR)	TARGUS GROUP INTERNATIONAL, INC.	78/692,483	8/15/2005	3,446,601	6/10/2008	6/10/2018
T AND DESIGN (COLOR)	TARGUS GROUP INTERNATIONAL, INC.	78/692,534	8/15/2005			
TARGUS	TARGUS GROUP INTERNATIONAL, INC.	78/422,391	5/20/2004	3,428,027	5/13/2008	5/13/2018

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