

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-------------------------------|
| The Bank of New York Mellon | | 12/14/2009 | Banking Corporation: NEW YORK |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------|
| Name: | Targus Group International, Inc. |
| Street Address: | 1211 North Miller St. |
| City: | Anaheim |
| State/Country: | CALIFORNIA |
| Postal Code: | 92806 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 36

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------------|
| Serial Number: | 78289168 | AIRTRAK |
| Serial Number: | 75757924 | APS |
| Serial Number: | 75449610 | AUTO/AIR |
| Serial Number: | 78355622 | BUBBLESLEEVES |
| Serial Number: | 78285582 | CDPROJECTS |
| Serial Number: | 78351168 | CITY GEAR |
| Serial Number: | 75347069 | DEFCON |
| Serial Number: | 76319989 | DEFCON AUTHENTICATOR |
| Serial Number: | 75822311 | EASYROLLER |
| Serial Number: | 77334056 | ECOSMART |
| Serial Number: | 75849762 | EQUALIZERSTRAP |
| Serial Number: | 73711359 | LAPPAC |
| Serial Number: | 76271705 | MAKING YOUR MOBILE LIFE EASIER |
| Serial Number: | 78271421 | MEDIAMATE |

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| | | |
|----------------|----------|---|
| Serial Number: | 76359492 | MOBILE ESSENTIALS |
| Serial Number: | 75643372 | MODEM SHIELD |
| Serial Number: | 78713180 | PARTNERVANTAGE |
| Serial Number: | 74245455 | PORT |
| Serial Number: | 78589761 | REMOTETUNES |
| Serial Number: | 75216617 | SAFEPORT |
| Serial Number: | 78341401 | SOFTSLEEVES |
| Serial Number: | 78675352 | SOUNDUP |
| Serial Number: | 78700815 | STOW-N-GO |
| Serial Number: | 78693703 | T |
| Serial Number: | 78692483 | T |
| Serial Number: | 78692534 | T |
| Serial Number: | 78693724 | T |
| Serial Number: | 73717954 | TARGUS |
| Serial Number: | 78422391 | TARGUS |
| Serial Number: | 76321840 | TARGUS |
| Serial Number: | 76271469 | TARGUS |
| Serial Number: | 75616932 | TARGUS BY DESIGN |
| Serial Number: | 76271704 | TARGUS ESSENTIAL ACCESSORIES FOR MOBILE COMPUTING |
| Serial Number: | 75391062 | TARGUS PLATINUM |
| Serial Number: | 75229011 | TARGUS SHUTTLE |
| Serial Number: | 75228581 | TEAM TARGUS |

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins, c/o Julie Dalke
Address Line 1: 650 Town Center Dr, 20th floor
Address Line 2: 022411-0522
Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 022411-0522 |
| NAME OF SUBMITTER: | Adam Kummins |
| Signature: | /Adam Kummins/ |
| Date: | 12/15/2009 |

TRADEMARK

Total Attachments: 6

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RELEASE OF SECOND LIEN TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "**Release**") is dated as of December __, 2009, and entered into by **THE BANK OF NEW YORK MELLON** ("**BNYM**") (as successor-in-interest to UBS AG, Stamford Branch ("**UBS**")), as collateral agent for the Secured Parties (in such capacity, the "**Second Lien Collateral Agent**"), in favor of **TARGUS GROUP INTERNATIONAL, INC.**, a Delaware corporation located at 1211 North Miller Street, Anaheim, CA 92806 (the "**Company**") pursuant to the letter dated as of the date hereof from Second Lien Collateral Agent to the Company (the "**Payoff Letter**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Second Lien Security Agreement (as defined below).

WHEREAS, reference is hereby made to (i) the Second Lien Credit and Guaranty Agreement, dated as of November 22, 2005 (as amended, restated, supplemented, waived or otherwise modified from time to time heretofore, the "**Second Lien Credit Agreement**"), among the Company, Targus Group Holdings, Inc., a Delaware corporation, certain Subsidiaries of the Company, as Guarantors, BNYM (as successor-in-interest to UBS), as administrative agent and collateral agent, and the Lenders and Agents from time to time party thereto, pursuant to which the Lenders made certain commitments, subject to the terms and conditions set forth in the Second Lien Credit Agreement, to extend certain credit facilities to the Company, (ii) the Second Lien Pledge and Security Agreement dated November 22, 2005 (as amended, restated, supplemented, waived or otherwise modified to the date hereof, the "**Second Lien Security Agreement**"), among the Company, the other grantors named therein and Second Lien Collateral Agent, (iii) the Second Lien Trademark Security Agreement dated as of November 22, 2005 (as amended, restated, supplemented, waived or otherwise modified to the date hereof, the "**2005 Trademark Security Agreement**") by the Company in favor of UBS, (iv) the Assignment and Assumption dated as of May 1, 2009 (as amended, restated, supplemented, waived or otherwise modified to the date hereof, the "**Assignment and Assumption**") by UBS in favor of BNYM, pursuant to which UBS assigned and BNYM assumed, among other things, UBS's interest in and UBS's rights and obligations under the 2005 Trademark Security Agreement, and (v) the Second Lien Trademark Security Agreement dated as of May 6, 2009 (as amended, restated, supplemented, waived or otherwise modified to the date hereof, the "**2009 Trademark Security Agreement**" and, together with the Second Lien Security Agreement, the 2005 Trademark Security Agreement and the Assignment and Assumption, the "**Trademark Security Documents**") by the Company in favor of the Second Lien Collateral Agent;

WHEREAS, pursuant to the Second Lien Security Agreement, the Company granted to Second Lien Collateral Agent a security interest in and continuing lien on all of such the Company's right, title and interest in, to and under all Trademarks and Trademark Licenses of the Company (the "**Trademark Collateral**");

WHEREAS, the 2005 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 24, 2006, Reel/Frame 003253/0876;

WHEREAS, the Assignment and Assumption was recorded United States Patent and Trademark Office on May 1, 2009, Reel/Frame 03981/0268;

WHEREAS, the 2009 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 9, 2009, Reel/Frame 004001/0526; and

WHEREAS, Second Lien Collateral Agent now desires to terminate and release its security interest in and lien on the Trademark Collateral.

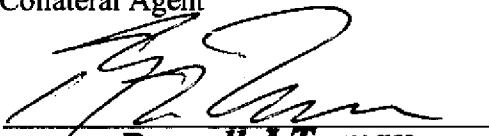
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, pursuant to the terms of the Payoff Letter, Second Lien Collateral Agent hereby terminates, releases, and discharges fully its security interest in and lien on the Trademark Collateral (including without limitation the Trademarks listed on Schedule A hereto) as granted pursuant to the Trademark Security Documents, and Second Lien Collateral Agent reconveys, transfers, and assigns to the Company any rights it may have in the Trademark Collateral pursuant to or in connection with the Trademark Security Documents, and any right, title or interest of Second Lien Collateral Agent in the Patent Collateral shall hereby cease and become void.

Second Lien Collateral Agent further agrees to execute and deliver to the Company any and all further documents, instruments and releases, and do any and all further acts which the Company (or its agents or designees) reasonably request in order to confirm this Release of Second Lien Trademark Security Interest.

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IN WITNESS WHEREOF, Second Lien Collateral Agent has caused this Release of Second Lien Trademark Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

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

By: 
Name: **Russell J Tuman**
Title: **Vice President**





**SCHEDULE A
TO
RELEASE OF SECOND LIEN TRADEMARK SECURITY INTEREST**

| Status | Mark | Image | App. Number | Filing Date | Registration Number | Reg. Date | Owner/Type of Interest |
|------------------------|-----------------------------------|-------|-------------|-------------|---------------------|------------|----------------------------------|
| Registered | AIRTRACK | n/a | 78/289168 | 8/19/2003 | 2979147 | 7/26/2005 | Targus Group International, Inc. |
| Cancelled 12/8/2007 | APS | n/a | 75/757924 | 7/22/1999 | 2433008 | 3/6/2001 | Targus Group International, Inc. |
| Registered | AUTO/AIR | n/a | 75/449610 | 3/13/1998 | 2336660 | 3/28/2000 | Targus Group International, Inc. |
| Registered | BUBBLESLEEVES | n/a | 78/355622 | 1/22/2004 | 2920859 | 1/25/2005 | Targus Group International, Inc. |
| Registered | CDPROJECTS | n/a | 78/285582 | 8/11/2003 | 2869684 | 8/3/2004 | Targus Group International, Inc. |
| Registered | CITYGEAR | n/a | 78/351168 | 1/13/2004 | 3002799 | 9/27/2005 | Targus Group International, Inc. |
| Registered | DEFCON | n/a | 75/347069 | 8/26/1997 | 2349241 | 5/16/2000 | Targus Group International, Inc. |
| Abandoned 8/11/2008 | DEFCON AUTHENTICATOR | n/a | 76/319989 | 10/2/2001 | n/a | n/a | Targus Group International, Inc. |
| Registered | EASYROLLER | n/a | 75/822311 | 10/13/1999 | 2424230 | 1/23/2001 | Targus Group International, Inc. |
| Pending | ECOSMART | n/a | 77/334056 | 11/20/2007 | n/a | n/a | Targus Group International, Inc. |
| Cancelled 4/19/2008 | EQUALIZERSTRAP | n/a | 75/849762 | 11/16/1999 | 2470549 | 7/17/2001 | Targus Group International, Inc. |
| Registered | LAPPAC | n/a | 73/711359 | 2/16/1988 | 1509075 | 10/18/1988 | Targus Group International, Inc. |
| Registered | MAKING YOUR MOBILE LIFE EASIER | n/a | 76/271705 | 6/14/2001 | 2694811 | 3/11/2003 | Targus Group International, Inc. |
| Abandoned 8/19/2004 | MEDIAMATE | n/a | 78/271421 | 7/8/2003 | n/a | n/a | Targus Group International, Inc. |
| Registered | MOBILE ESSENTIALS | n/a | 76/359492 | 1/16/2002 | 3220367 | 3/20/2007 | Targus Group |

Schedule A-1

Release of Second Lien Trademark Security Interest



SF1-781945.4

| Status | Mark | Image | App. Number | Filing Date | Registration Number | Reg. Date | Owner/Assignee Group Name |
|------------------------|----------------|---|-------------|-------------|---------------------|-----------|----------------------------------|
| Cancelled 4/21/2007 | MODEM SHIELD | n/a | 75/643372 | 2/17/1999 | 2368042 | 7/18/2000 | International, Inc. |
| Registered | PARTNERVANTAGE | n/a | 78/713180 | 9/14/2005 | 3288845 | 9/4/2007 | Targus Group International, Inc. |
| Cancelled 9/12/2008 | PORT | n/a | 74/245455 | 2/11/1992 | 1773497 | 5/25/1993 | Targus Group International, Inc. |
| Registered | REMOTETUNES | n/a | 78/589761 | 3/17/2005 | 3118387 | 7/18/2006 | Targus Group International, Inc. |
| Registered | SAFEPORT | n/a | 75/216617 | 12/20/1996 | 2127163 | 1/6/1998 | Targus Group International, Inc. |
| Abandoned 2/3/2005 | SOFTSLEEVES | n/a | 78/341401 | 12/16/2003 | n/a | n/a | Targus Group International, Inc. |
| Registered | SOUNDUP | n/a | 78/675352 | 7/21/2005 | 3266073 | 7/17/2007 | Targus Group International, Inc. |
| Registered | STOW-N-GO | n/a | 78/700815 | 8/25/2005 | 3180029 | 12/5/2006 | Targus Group International, Inc. |
| Registered | T (Stylized) |  | 78/693703 | 8/16/2005 | 3464080 | 7/8/2008 | Targus Group International, Inc. |
| Registered | T (Stylized) |  | 78/692483 | 8/15/2005 | 3446601 | 6/10/2008 | Targus Group International, Inc. |
| Suspended | T (Stylized) |  | 78/692534 | 8/15/2005 | n/a | n/a | Targus Group International, Inc. |
| Suspended | T (Stylized) |  | 78/693724 | 8/16/2005 | n/a | n/a | Targus Group International, Inc. |
| Registered | TARGUS | n/a | 73/717954 | 3/21/1988 | 1519635 | 1/10/1989 | Targus Group International, Inc. |
| Registered | TARGUS | n/a | 78/422391 | 5/20/2004 | 3428027 | 5/13/2008 | Targus Group International, Inc. |
| Registered | TARGUS | n/a | 76/321840 | 10/5/2001 | 3395205 | 3/11/2008 | Targus Group International, Inc. |

Schedule A-2

Release of Second Lien Trademark Security Interest

SF1:781945.4

| Status | Mark | Image | App. Number | Filing Date | Registration Number | Reg. Date | Owner |
|-------------------------|--|---|-------------|-------------|---------------------|------------|----------------------------------|
| Registered | TARGUS (Stylized) |  | 76/271469 | 6/14/2001 | 2783618 | 11/18/2003 | International, Inc. |
| Cancelled 11/11/2006 | TARGUS BY DESIGN | n/a | 75/616932 | 1/7/1999 | 2316437 | 2/8/2000 | Targus Group International, Inc. |
| Registered | TARGUS ESSENTIAL ACCESSORIES FOR MOBILE COMPUTING (Stylized) |  | 76/271704 | 6/14/2001 | 3143826 | 9/19/2006 | Targus Group International, Inc. |
| Registered | TARGUS PLATINUM | n/a | 75/391062 | 11/17/1997 | 2231849 | 3/16/1999 | Targus Group International, Inc. |
| Cancelled 10/16/2004 | TARGUS SHUTTLE | n/a | 75/229011 | 1/21/1997 | 2128953 | 1/13/1998 | Targus Group International, Inc. |
| Cancelled 10/16/2004 | TEAM TARGUS | n/a | 75/228581 | 1/21/1997 | 2128944 | 1/13/1998 | Targus Group International, Inc. |