

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners L.P.		05/24/2011	LIMITED PARTNERSHIP: BERMUDA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2979147	AIRTRAK
Registration Number:	2433008	APS
Registration Number:	2336660	AUTO/AIR
Registration Number:	2920859	BUBBLESLEEVES
Registration Number:	2869684	CDPROJECTS
Registration Number:	3002799	CITY GEAR
Registration Number:	2349241	DEFCON
Serial Number:	76319989	DEFCON AUTHENTICATOR
Registration Number:	2424230	EASYROLLER
Serial Number:	77334056	ECOSMART
Registration Number:	2470549	EQUALIZERSTRAP
Registration Number:	1509075	LAPPAC
Registration Number:	2694811	MAKING YOUR MOBILE LIFE EASIER
Serial Number:	78271421	MEDIAMATE

TRADEMARK

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Registration Number:	3220367	MOBILE ESSENTIALS
Registration Number:	2368042	MODEM SHIELD
Registration Number:	3288845	PARTNERVANTAGE
Registration Number:	1773497	PORT
Registration Number:	3118387	REMOTETUNES
Registration Number:	2127163	SAFEPORT
Serial Number:	78341401	SOFTSLEEVES
Registration Number:	3266073	SOUNDUP
Registration Number:	3180029	STOW-N-GO
Registration Number:	3464080	T
Registration Number:	3446601	T
Serial Number:	78692534	T
Serial Number:	78693724	T
Registration Number:	1519635	TARGUS
Registration Number:	3428027	TARGUS
Registration Number:	3395205	TARGUS
Registration Number:	2783618	TARGUS
Registration Number:	2316437	TARGUS BY DESIGN
Registration Number:	3143826	TARGUS ESSENTIAL ACCESSORIES FOR MOBILE COMPUTING
Registration Number:	2231849	TARGUS PLATINUM
Registration Number:	2128953	TARGUS SHUTTLE
Registration Number:	2128944	TEAM TARGUS

CORRESPONDENCE DATA

Fax Number: (212)822-5137
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2125305000
Email: wmcnamara@milbank.com
Correspondent Name: William J. McNamara
Address Line 1: Milbank, Tweed, Hadley & McCloy LLP
Address Line 2: 1 Chase Manhattan Plaza
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	William J. McNamara
Signature:	/William J. McNamara/
Date:	05/24/2011

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RELEASE OF FIRST LIEN TRADEMARK SECURITY INTEREST

This Release of First Lien Trademark Security Interest (this “**Release**”) is dated as of May 24, 2011, and entered into by **GOLDMAN SACHS CREDIT PARTNERS L.P.** (“**GSCP**”), as collateral agent for the Secured Parties (in such capacity, the “**First 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 First 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 Security Agreement (as defined below).

WHEREAS, reference is hereby made to (i) the Second Amended and Restated Credit and Guaranty Agreement, dated as of February 22, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time heretofore, the “**Credit Agreement**”), among the Company, Targus Group Holdings, Inc., a Delaware corporation, certain Subsidiaries of the Company, as Guarantors, GSCP, 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 Credit Agreement, to extend certain credit facilities to the Company, (ii) the Pledge and Security Agreement dated as of November 22, 2005 (as amended, restated, supplemented, waived or otherwise modified to the date hereof, the “**Security Agreement**”), among the Company, the other grantors named therein and the First Lien Collateral Agent, (iii) the First 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 the First Lien Collateral Agent and (iv) the First 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 Security Agreement and the 2005 Trademark Security Agreement, the “**Trademark Security Documents**”) by the Company in favor of the First Lien Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Company granted to First Lien Collateral Agent a security interest in and continuing lien on all of 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 003253/0869;

WHEREAS, the 2009 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 8, 2009, Reel/Frame 4000/0276;

WHEREAS, First Lien Collateral Agent now desires to terminate the Trademark Security Documents 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, First

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 First Lien Collateral Agent reconveys, transfers, and assigns to the Company, without recourse, representation or warranty of any kind, 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 First Lien Collateral Agent in the Trademark Collateral shall hereby cease and become void.

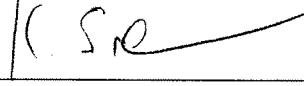
First Lien Collateral Agent further agrees to execute and deliver to the Company, at the sole cost and expense of the Company, any and all further documents, instruments and releases, and do any and all further acts which the Company (or its agents or designees) reasonably request in order to confirm this Release.

[remainder of page intentionally left blank]

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

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as First Lien Collateral Agent

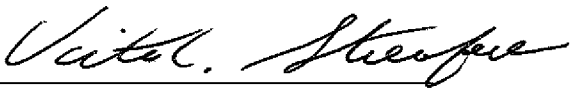
By:



Authorized Signatory
Sridharan Kannan
Authorized Signatory






Accepted and Agreed to:


TARGUS GROUP INTERNATIONAL, INC.

By: 
Victor C. Streufert
Executive Vice President and Chief Financial Officer

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

Status	Mark	Image	App. Number	Filing Date	Registration Number	Reg. Date	Owner/State of Incorporation
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.
Cancelled 10/29/2010	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.
Cancelled 5/23/2009	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 International, Inc.
Cancelled 4/21/2007	MODEM SHIELD	n/a	75/643372	2/17/1999	2368042	7/18/2000	Targus Group International, Inc.

Status	Mark	Image	App. Number	Filing Date	Registration Number	Reg. Date	Owner/State of Incorporation
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. assigned to Targus (UK) Limited on 7/23/10
Registered	T (Stylized)		78/692483	8/15/2005	3446601	6/10/2008	Targus Group International, Inc. assigned to Targus (UK) Limited on 7/23/10
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.
Cancelled 6/26/2010	TARGUS (Stylized)		76/271469	6/14/2001	2783618	11/18/2003	Targus Group International, Inc.

Status	Mark	Image	App. Number	Filing Date	Registration Number	Reg. Date	Owner/State of Incorporation
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.

Schedule A-3

Release of First Lien Trademark Security Interest

#4838-1387-5464

RECORDED: 05/24/2011

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