

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344309

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Targus Group Holdings, Inc.		05/21/2015	CORPORATION: DELAWARE
Targus Group International, Inc.		05/21/2015	CORPORATION: DELAWARE
Targus, Inc.		05/21/2015	CORPORATION: NEW YORK
Targus USA, Inc.		05/21/2015	CORPORATION: CALIFORNIA
Targus Group US LLC		05/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
Oten Inc.		05/21/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB
Street Address:	500 Delaware Avenue, 11th Floor
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Bank: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4457455	AZRA
Registration Number:	4114218	LEATHERSKIN
Registration Number:	4260052	CHILL MAT
Registration Number:	3002799	CITY GEAR
Registration Number:	2349241	DEFCON
Registration Number:	4400482	DESIGNED FOR LIFE: YOURS
Registration Number:	4011930	EASYROLLER
Registration Number:	3743328	ECOSMART
Registration Number:	4154282	ECOSMART
Registration Number:	4168498	FLIP FIT
Registration Number:	4302956	INOTEBOOK
Registration Number:	3851162	PACK LITE, LIVE LONG AND TRAVEL FAR
Registration Number:	3288845	PARTNERVANTAGE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3907850	PORT
Serial Number:	85433909	PORT
Registration Number:	2127163	SAFEPORT
Registration Number:	4489486	SAFEPORT
Registration Number:	3487310	SENA
Registration Number:	4338920	SENA
Registration Number:	4535920	SENA
Registration Number:	3180029	STOW-N-GO
Registration Number:	1519635	TARGUS
Registration Number:	3395205	TARGUS
Registration Number:	3428027	TARGUS
Serial Number:	85788362	TARGUS
Registration Number:	2231849	TARGUS PLATINUM
Registration Number:	4453811	VERSAVU

CORRESPONDENCE DATA

Fax Number: 2128066006
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-806-5400
Email: afisher@stroock.com
Correspondent Name: Jeffrey M. Mann
Address Line 1: 180 Maiden Lane, 38th Floor
Address Line 2: Stroock & Stroock & Lavan LLP
Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	526639/0014
NAME OF SUBMITTER:	Jeffrey M. Mann
SIGNATURE:	/jeffrey m. mann/
DATE SIGNED:	06/11/2015

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 21, 2015 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **EACH OF THE UNDERSIGNED** (collectively, "Grantors") and **WILMINGTON SAVINGS FUND SOCIETY, FSB**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of May 21, 2015 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the 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 Credit and Guaranty Agreement, the Grantors hereby agree with the 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 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") provided, that, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, it being understood that upon submission and acceptance by the PTO or an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

(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; Intercreditor Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the 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 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) and in the Intercreditor Agreements. 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. Notwithstanding anything herein to the contrary, in the event of any conflict between this Trademark Security Agreement and the Intercreditor Agreements, the Intercreditor Agreements shall govern.

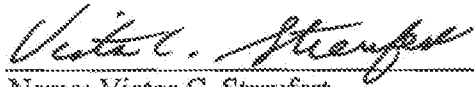
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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.

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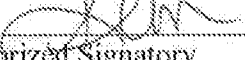
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TARGUS GROUP HOLDINGS, INC.
TARGUS GROUP INTERNATIONAL, INC.
TARGUS, INC.
TARGUS USA, INC.
TARGUS GROUP US LLC
OTEN INC.

By: 
Name: Victor C. Streufert
Title: Executive Vice President & Chief
Financial Officer

Accepted and Agreed:

**WILMINGTON SAVINGS FUND SOCIETY,
FSB,
as Collateral Agent**

By:  _____
Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

(See attached)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks and Trademark Applications

Owner	Country	Mark	Status Date	Reg. No.	Status
OTEN INC.	United States	AZRA	12/31/2013	4,457,455	REGISTERED
OTEN INC.	United States	LEATHERSKIN	03/20/2012	4,114,218	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	CHILL MAT	12/18/2012	4,260,052	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	CITY GEAR	09/27/2005	3,002,799	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	DEFCON	05/17/2010	2,349,241	RENEWED
TARGUS GROUP INTERNATIONAL, INC.	United States	DESIGNED FOR LIFE: YOURS	09/10/2013	4,400,482	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	EASYROLLER	08/16/2011	4,011,930	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	ECOSMART	01/26/2010	3,743,328	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	ECOSMART	06/05/2012	4,154,282	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	FLIP FIT	07/03/2012	4,168,498	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	INOTEBOOK	03/12/2013	4,302,956	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	PACK LITE, LIVE LONG AND TRAVEL FAR	09/21/2010	3,851,162	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	PARTNERVANTAGE	09/04/2007	3,288,845	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	PORT	01/18/2011	3,907,850	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	PORT	04/06/2015	85/433,909 (Serial No.)	ACCEPTED
TARGUS GROUP INTERNATIONAL, INC.	United States	SAFEPORT	01/06/1998	2,127,163	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	SAFEPORT	02/25/2014	4,489,486	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	SENA	08/19/2008	3,487,310	REGISTERED

Owner	Country	Mark	Status Date	Reg. No.	Status
TARGUS GROUP INTERNATIONAL, INC.	United States	SENA	05/21/2013	4,338,920	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	SENA	05/27/2014	4,535,920	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	STOW-N-GO	12/05/2006	3,180,029	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	TARGUS	01/10/2009	1,519,635	RENEWED
TARGUS GROUP INTERNATIONAL, INC.	United States	TARGUS	03/11/2008	3,395,205	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	TARGUS	05/13/2008	3,428,027	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	TARGUS	09/10/2013	85/788,362 (Serial No.)	NOTICE OF ALLOWANCE
TARGUS GROUP INTERNATIONAL, INC.	United States	TARGUS PLATINUM	03/16/2009	2,231,849	RENEWED
TARGUS GROUP INTERNATIONAL, INC.	United States	VERSAVU	12/24/2013	4,453,811	REGISTERED