

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Assignment and Assumption		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB		02/03/2016	Federal Savings Bank: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	N.A.: 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	CITYGEAR	
Registration Number:	2349241	DEFCON	
Registration Number:	4400482	DESIGNED FOR LIFE: YOURS	
Registration Number:	4011930	EASYROLLER	
Registration Number:	4154282	ECOSMART	
Registration Number:	3743328	ECOSMART	
Registration Number:	4168498	FLIP FIT	
Registration Number:	4302956	INOTEBOOK	
Registration Number:	3851162	PACK LITE, LIVE LONG AND TRAVEL FAR	
Registration Number:	3288845	PARTNERVANTAGE	
Registration Number:	3907850	PORT	
Registration Number:	4735534	PORT	
Registration Number:	2127163	SAFEPORT	
Registration Number:	4489486	SAFEPORT	
Registration Number:	4338920	SENA	
Registration Number:	3487310	SENA	
TRADEMARK			

CH \$690.00 4457455

Property Type	Number	Word Mark
Registration Number:	4535920	SENA
Registration Number:	3180029	STOW-N-GO
Registration Number:	3395205	TARGUS
Registration Number:	1519635	TARGUS
Registration Number:	3428027	TARGUS
Registration Number:	4855965	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: tm@stroock.com
Correspondent Name: Jeffrey M. Mann
Address Line 1: 180 Maiden Lane, 38th Floor
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:	02/10/2016

Total Attachments: 7

- source=Targus - Trademark Assignment and Assumption Agreement (Executed)#page1.tif
- source=Targus - Trademark Assignment and Assumption Agreement (Executed)#page2.tif
- source=Targus - Trademark Assignment and Assumption Agreement (Executed)#page3.tif
- source=Targus - Trademark Assignment and Assumption Agreement (Executed)#page4.tif
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Trademark Security Agreement Assignment and Assumption

This TRADEMARK SECURITY AGREEMENT ASSIGNMENT AND ASSUMPTION (this "Assignment and Assumption") dated as of February 3, 2016 ("Effective Date") is made by Wilmington Savings Fund Society, FSB, as resigning Collateral Agent, as assignor ("Assignor") and Wilmington Trust, National Association, as successor Collateral Agent, as assignee ("Assignee").

WHEREAS, reference is made to (i) that certain Credit and Guaranty Agreement dated as of May 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Targus Group International, Inc. (the "Company"), Targus Group Holdings, Inc. ("TGHI") and certain subsidiaries of the Company party thereto from time to time (each, a "Guarantor" and together with TGHI, the "Guarantors"), the Lenders party thereto from time to time and Wilmington Savings Fund Society, FSB ("WSFS"), as administrative agent (in such capacity, "Administrative Agent") and collateral agent (in such capacity, "Collateral Agent"), and (ii) that certain Pledge and Security Agreement dated as of May 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") by and among each of the Grantors party thereto and WSFS, as Collateral Agent. Capitalized terms not defined herein shall have the meanings assigned to them in the Pledge and Security Agreement);

WHEREAS, reference is also made to that certain Trademark Security Agreement dated May 21, 2015, between the Credit Parties (as defined in the Credit Agreement) and WSFS as Collateral Agent that is recorded at the Patent and Trademark Office at Reel 5550 Frame 0636 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Credit Parties granted the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the Credit Parties' right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks and Trademark Licenses listed on Schedule 1 hereto;

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 and delegates to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Successor Agent Agreement dated as of the date hereof (the "Successor Agent Agreement") by and among, *inter alia*, Assignor, Assignee, the Company, the other Credit Parties, and the Requisite Lenders (as defined in the Credit Agreement), and Assignee hereby assumes from Assignor, all of its rights, powers (including powers of attorney), benefits, privileges, and duties and interest in, to and under the Trademark Security Agreement, as of the Effective Date.

Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recording by Assignee pursuant to the Pledge and Security Agreement and the

Trademark Security Agreement with the United States Patent and Trademark Office. The parties hereby authorize and request the Commissioner of Trademarks to record this Assignment and Assumption in the Patent and Trademark Office with respect to the Trademark Collateral.

From and after the Effective Date and as further set forth in the Successor Agent Agreement, (a) Assignee shall be a party to the Credit Agreement, the Pledge and Security Agreement and the Trademark Security Agreement 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 Successor Agent Agreement, relinquish its rights and be released from its obligations under the Credit Agreement, the Pledge and Security Agreement and the Trademark Security Agreement.

This Assignment and Assumption has been entered into pursuant to and in conjunction with the Successor Agent Agreement, which is hereby incorporated by reference herein. The provisions of the Successor Agent Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Assignee with respect to the Trademark Collateral are as provided by the Credit Agreement, Pledge and Security Agreement and the Trademark Security Agreement, and nothing in this Assignment and Assumption shall be deemed to limit such rights and remedies

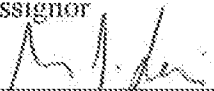
This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment and Assumption may be executed by one or more of the parties to this Assignment and Assumption on 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. The parties hereto may provide signatures to this Assignment and Assumption by facsimile or electronic mail (including, without limitation, in “.pdf” or “.tif” format), and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Assignor

By: 
Name: Jeffrey J. Lewis
Title: Vice President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005728 FRAME: 0548

Accepted:

WILMINGTON TRUST,
NATIONAL ASSOCIATION,
as Assignee

By: _____


Name: Jeffrey Rose

Time: Vice President

SCHEDULE I
TRADEMARK SECURITY AGREEMENT ASSIGNMENT AND ASSUMPTION

See attached.

U.S. TRADEMARKS

COUNTRY	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
United States of America	AZRA	Registered	4457455	Dec 31, 2013	85/738,247	Sep 25, 2012
United States of America	LEATHERSKIN	Registered	4114218	Mar 20, 2012	85/346,270	Jun 14, 2011
United States of America	CHILL MAT	Registered	4260052	Dec 18, 2012	85/392,660	Aug 8, 2011
United States of America	CITYGEAR	Registered	3002799	Sep 27, 2005	78/351,168	Jan 13, 2004
United States of America	DEFCON	Registered	2349241	May 16, 2000	75/347,069	Aug 26, 1997
United States of America	DESIGNED FOR LIFE: YOURS	Registered	4400482	Sep 10, 2013	85/096,303	Jul 29, 2010
United States of America	EASYROLLER	Registered	4011930	Aug 16, 2011	85/219,309	Jan 17, 2011
United States of America	ECOSMART	Registered	4154282	Jun 5, 2012	77/334,056	Nov 20, 2007
United States of America	ECOSMART	Registered	3743328	Jan 26, 2010	77/978,354	Nov 20, 2007
United States of America	FLIP-FIT	Registered	4168498	Jul 3, 2012	85/096,312	Jul 29, 2010
United States of America	NOTEBOOK	Registered	4302956	Mar 12, 2013	85/452,845	Oct 21, 2011
United States of America	PACK LITE, LIVE LONG AND TRAVEL	Registered	3851162	Sep 21, 2010	77/757,755	Jun 11, 2009
United States of America	PARTNERVANTAGE	Registered	3288845	Sep 4, 2007	78/713,180	Sep 14, 2005
United States of America	PORT	Registered	3907850	Jan 18, 2011	85/057,152	Jun 8, 2010
United States of America	PORT	Registered	4735534	May 12, 2015	85/433,909	Sep 28, 2011
United States of America	SAFEPORT	Registered	2127163	Jan 6, 1998	75/216,617	Dec 20, 1996
United States of America	SAFEPORT	Registered	4489486	Feb 25, 2014	85/817,314	Jan 7, 2013
United States of America	SENA	Registered	4338920	May 21, 2013	77/229,304	Jul 13, 2007
United States of America	SENA	Registered	3487310	Aug 19, 2008	77/229,245	Jul 13, 2007
United States of America	SENA	Registered	4535920	May 27, 2014	85/892,165	Apr 1, 2013
United States of America	STOW-N-GO	Registered	3180029	Dec 5, 2006	78/700,815	Aug 25, 2005
United States of America	TARGUS	Registered	3395205	Mar 11, 2008	76/321,840	Oct 5, 2001

TRADEMARK

COUNTRY	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
United States of America	TARGUS	Registered	1519635	Jan 10, 1989	73/717,954	Mar 21, 1988
United States of America	TARGUS	Registered	3428027	May 13, 2008	78/422,391	May 20, 2004
United States of America	TARGUS	Registered	4,855,965	Nov 17, 2015	85/788,362	Nov 27, 2012
United States of America	TARGUS PLATINUM	Registered	2231849	Mar 16, 1999	75/391,062	Nov 17, 1997
United States of America	VERSAVU	Registered	4453811	Dec 24, 2013	85/867,079	Mar 5, 2013

TRADEMARK