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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

8661 MAY 22 1998

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Targus Group (UK) Limited
165 Queen Victoria Street
London EC4V 4DD, ENGLAND

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State

Other Incorporated under the laws of England
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Targus, Inc
Internal Address: 6190 Valley View
Street Address: Same
City: Buena Park State: CA ZIP: 90620

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State New York
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: June 16, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/272,784

B. Trademark Registration No.(s)

1,509,075
1,519,635
1,860,711

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Suzanne Koston

Internal Address: Jones, Day, Reavis & Pogue

Street Address: North Point

901 Lakeside Avenue

City: Cleveland State: Ohio ZIP: 44114

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$115.00

Enclosed

Authorized to be charged to deposit account *
*OVERPAYMENT OR UNDERPAYMENT

8. Deposit account number:

10-1202

(Attach duplicate copy of this page if paying by deposit account)

06/03/1998 DCBATES 00000046 74272784

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 75.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Suzanne Koston
Name of Person Signing

[Signature]
Signature

5-19-98

Date

Total number of pages including cover sheet, attachments, and document: 5

U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT (this "Assignment") is made as of June 16, 1997 by TARGUS GROUP (UK) LIMITED, a company incorporated under the laws of England under company registration no. 2989548 whose registered office is located at 165 Queen Victoria Street, London EC4V 4DD ("Assignor"), to TARGUS INC., a New York corporation with its principal place of business located at 6190 Valley View, Buena Park, California 90620 ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks which have been registered in the United States Patent and Trademark Office as more fully set forth on Schedule A annexed hereto (the "Trademarks"); and

WHEREAS, the Trademarks "TARGUS" and design (Registration No. 1,860,711) and "TARGUS" (Registration No. 1,519,635) are subject to a license agreement in favor of Assignee pursuant to which Assignee has the exclusive right to use such Trademarks in the United States; and

WHEREAS, at all relevant times Assignor has used the Trademarks "SADDLEPAC" and "LAPPAC" (Registration Nos. 74-272,784 and 1,509,075) in the conduct of its business and Targus Inc. has used the Trademarks "TARGUS" and design and "TARGUS" in the conduct of its business in accordance with the aforementioned license agreement; and

WHEREAS, Assignee is desirous of acquiring the Trademarks, the goodwill associated therewith and the registrations thereof;

NOW, THEREFORE, by this document of assignment, in consideration of the sum of \$1,000 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns, transfers, sells and conveys unto Assignee all its right, title and interest in and to the Trademarks, together with the goodwill of the business acquired by and associated with the use of the Trademarks, as well as the right to sue for past and present infringements thereof.

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

IN WITNESS WHEREOF, Assignor, expressly intending to be legally bound thereby, has caused this Assignment to be duly executed this 16th day of June, 1997.

ATTEST:

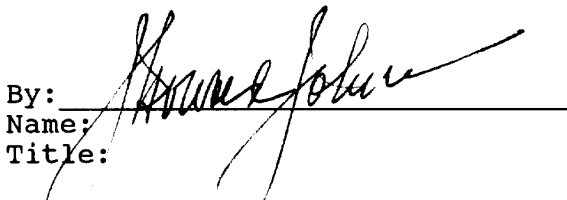
TARGUS GROUP (UK) LIMITED



By:


Name:

Title:



STATE OF NEW YORK :
: ss
NEW YORK COUNTY :

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 16th day of June, 1997, personally appeared Howard Johnson who, being by me duly sworn, did say that he is the Director of Targus Group (UK) Limited, a company incorporated under the laws of England under company registration no. 2989548, and that said instrument was signed on behalf of said corporation pursuant to the authorization of the Board of Directors of said corporation.



Notary Public

CAROL L. GILMORE
Notary Public, State of New York
No. 31-4908183
Qualified in New York County
Commission Expires September 21, 1997

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
TARGUS and design	1,860,711	November 1, 1994	Targus Group (UK) Limited
SADDLEPAC	74-272,784	May 6, 1992	Targus Group (UK) Limited
TARGUS	1,519,635	January 10, 1989	Targus Group (UK) Limited
LAPPAC	1,509,075	October 19, 1988	Targus Group (UK) Limited