

Form PTO-1594

RECORDATION FORM COVER SHEET (continued)

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Additional Conveying Parties (1. Continued):**Additional Receiving Parties (2. Continued):**

Assignee Name: Targus, Inc. (A New York corporation)
Street Address: 1211 N. Miller Street

City: Anaheim

State: CA

Zip Code: 92807

Assignee Name: Port, Incorporated (A Connecticut corporation)
Street Address: 1211 N. Miller Street

City: Anaheim

State: CA

Zip Code: 92807

Assignee Name: Roundhouse, Inc. (A California corporation)
Street Address: 1211 N. Miller Street

City: Anaheim

State: CA

Zip Code: 92807

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS ("Release") is dated as of May 7, 2004 by Wachovia Bank, National Association (f/k/a First Union National Bank), in its capacity as Administrative Agent for Lenders under the Credit Agreement (as hereinafter defined) ("Agent"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement.

WHEREAS, the Agent and Targus Group International, Inc., Targus, Inc., Port, Incorporated and Roundhouse, Inc. (the "Obligors"), entered into that certain Credit Agreement dated as of August 31, 2000;

WHEREAS, to induce Agent and the Lenders to enter into the Credit Agreement, the Obligors executed and delivered, among other things, that certain Security Agreement among the Obligors and Agent, dated August 31, 2000, as amended, and Notices of Grant of Security Interest (the "Security Documents") to secure the complete and timely payment and satisfaction of the Obligations;

WHEREAS, the Security Documents granted Agent a security interest in, among other things, certain of the Obligors' assets, including, without limitation, the Trademarks listed on Schedule I (the "Trademarks") attached hereto;

WHEREAS, Agent recorded, among other things, that certain Security Agreement and certain Notices of Grant of Security Interest at the Assignment Branch of the United States Patent and Trademark Office ("USPTO"). Information relating to the date of recordation, the Reel and Frame where the recordations can be located, and the properties involved are identified on Schedule I attached hereto; and

WHEREAS, Obligors have satisfied all of the Obligations and have requested that Agent release all of its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

1. Effective upon receipt and effectiveness of that certain Payoff Letter dated as of May 7, 2004, executed and delivered by Agent, on behalf of the Lenders, to the Obligors and certain other entities, Agent hereby fully releases, discharges and terminates any security interests, liens or other encumbrance granted to or held by the Agent on:

(a) the Trademarks which are now filed with the United States Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals, continuations, or extensions thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) all rights to sue for past,

present and future misappropriations, violations or infringements thereof, or injuries to goodwill associated thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world; and

(b) all goodwill connected with the use of or symbolized by the Trademarks.

2. The Agent represents and warrants that it has the authority to execute and deliver this Release on its own behalf and on behalf of the Lenders.

3. The Agent hereby authorizes the Obligors to file in any jurisdiction any UCC-3 financing statements and terminations (or similar documents, including, without limitation, filing any releases pertaining to the Trademarks with the USPTO or other similar office in any country or jurisdiction) on behalf of the Agent necessary to evidence the terminations, releases and discharges described herein. Agent further agrees, at the sole cost and expense of Obligors, to perform all acts reasonably necessary to effect the release, discharge and termination of its security interest, liens or other encumbrances, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release, discharge and termination.

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

Wachovia Bank, National Association (f/k/a First Union National Bank), as Agent

By: Melissa A. McDonald
Name: Melissa McDonald
Title: Vice President

SCHEDULE I
TO
RELEASE OF TRADEMARK SECURITY

US FEDERAL TRADEMARK REGISTRATION:

First Amendment to Security Agreement, dated December 2, 2002, Recorded on December 9, 2002, Recorded at Reel/Frame 2629/0761

<u>Mark</u>	<u>Application/Registration No.</u>	<u>Filing Date</u>
Cordmaster	76064397	6/6/2000
Equalizer Strap	75849762/ 2470549	11/16/1999
APS	75757924/ 2433008	7/22/1999
Modern Shield	75643372/ 2368042	2/17/1999
Targus by Design	75616932/ 2316437	1/7/1999
Targus Platinum	75391062/ 2231849	11/17/1997
Targus Shuttle	75229011/ 2128953	1/21/1997
Team Targus	75228581/ 2128944	1/21/1997
Targus	74374435/ 1860711	4/01/1993
Targus	73717954/ 1519635	3/21/1988
Lappac	73711359/ 1509075	2/16/1988