

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ZAGG Incorporated		03/07/2011	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. Bank National Association
<b>Street Address:</b>	170 South Main Street
<b>Internal Address:</b>	6th Floor
<b>City:</b>	Salt Lake City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84101
<b>Entity Type:</b>	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	77804158	APPSPACE
Registration Number:	3825458	INVISIBLE SHIELD
Serial Number:	85127327	INVISIBLE SHIELD
Serial Number:	85118000	MADE FOR SMARTPHONES
Registration Number:	3923393	
Serial Number:	77146708	SHIELD ZONE
Serial Number:	85111785	Z
Registration Number:	3838237	ZAGG
Serial Number:	85109344	ZAGG
Serial Number:	85116623	ZAGG
Serial Number:	85111773	ZAGG
Serial Number:	85259881	ZAGGBOX

**CORRESPONDENCE DATA**

**900188102**

**TRADEMARK  
 REEL: 004513 FRAME: 0001**

**OP \$315.00 77804158**

Fax Number: (801)532-7543  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 801-532-1500  
Email: bowen@rqn.com  
Correspondent Name: S. Brandon Owen  
Address Line 1: 36 South State Street  
Address Line 2: Suite 1400  
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	S. Brandon Owen
Signature:	/S. Brandon Owen/
Date:	03/31/2011

Total Attachments: 8  
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 7, 2011, is made by ZAGG Incorporated, a Nevada corporation ("*Grantor*"), in favor of U.S. Bank National Association ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Loan Agreement dated as of the date hereof (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "*Loan Agreement*") between Grantor and Lender, Lender, subject to the terms and conditions contained therein, has agreed to make available to Grantor a loan in the aggregate principal amount of the Commitment,

WHEREAS, Grantor is party to a Security Agreement, dated as of March \_\_, 2011 in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "*Trademark Collateral*"):

- (a) all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.     Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's trademarks subject to a security interest hereunder.

Section 5.     Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6.     Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Utah.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.


GRANTOR:

ZAGG Incorporated, a Nevada corporation  
as Grantor

By:   
Name: Brandon T O'Brien  
Title: CFO

ACCEPTED AND AGREED  
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION

By:   
Name: Nate Quist  
Title: AVP

1125384.01

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications and Common Law Trademarks

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**UNITED STATES FEDERAL TRADEMARK  
REGISTRATIONS AND APPLICATIONS**

U.S. Trademark	Reg. No.	Serial No.	Reg. Date	Filing Date	Owner
APPSPACE	n/a	77/804,158	n/a	8-13-2009	ZAGG Incorporated
INVISIBLE SHIELD	3,825,458	77/096,911	7-27-2010	2-1-2007	ZAGG Incorporated
INVISIBLE SHIELD	n/a	85/127,327	n/a	9-10-2010	ZAGG Incorporated
MADE FOR SMARTPHONES	n/a	85/118,000	n/a	8-27-2010	ZAGG Incorporated
SHIELD DESIGN TRADEMARK	3,923,393	77/148,206	2-22-2011	4-4-2007	ZAGG Incorporated
SHIELD ZONE	n/a	77/146,708	n/a	4-2-2007	ZAGG Incorporated
Z with design	n/a	85/111,785	n/a	8-19-2010	ZAGG Incorporated
ZAGG	3,838,237	77/146,689	8-24-2010	4-2-2007	ZAGG Incorporated
ZAGG	n/a	85/109,344	n/a	8-17-2010	ZAGG Incorporated
ZAGG	n/a	85/116,623	n/a	8-26-2010	ZAGG Incorporated
ZAGG with design	n/a	85/111,773	n/a	8-19-2010	ZAGG Incorporated
ZAGGBOX	n/a	85/259,881	n/a	3-7-2011	ZAGG Incorporated

SCHEDULE 1  
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Trademark Registrations/Applications and Common Law Trademarks

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**COMMON LAW TRADEMARKS**

<b>Common Law Trademark</b>	<b>Reg. No.</b>	<b>Serial No.</b>	<b>Reg. Date</b>	<b>Filing Date</b>	<b>Owner</b>
APPSPACE	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
ENHANCING AND PROTECTING THE MOBILE EXPERIENCE	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
INVISIBLE INVINCIBLE	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
MADE FOR SMARTPHONES	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
PROTECT YOUR DIGITAL LIFE	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
RISE ABOVE	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
SHIELD ZONE	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
SHIELDSPRAY	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
ULTIMATE SCRATCH PROTECTION	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
Z with design	Common Law Mark (no registration)	n/a	n/a	n/a	n/a

SCHEDULE 1  
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Trademark Registrations/Applications and Common Law Trademarks

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Common Law Trademark	Reg. No.	Serial No.	Reg. Date	Filing Date	Owner
Z.buds	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
Z.Buds Edge	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
ZAGGaudio	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
ZAGGbox	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
ZAGGbuds	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
ZAGGfoam	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
ZAGGskins	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
ZAGGsmartbuds	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
ZAGGsparq	Common Law Mark (no registration)	n/a	n/a	n/a	n/a
ZAGGwipes	Common Law Mark (no registration)	n/a	n/a	n/a	n/a



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Common Law Trademark	Reg. No.	Serial No.	Reg. Date	Filing Date	Owner
ZEALOUS ABOUT GREAT GADGETS	Common Law Mark (no registration)	n/a	n/a	n/a	n/a

**FOREIGN TRADEMARK REGISTRATIONS AND  
PENDING TRADEMARK APPLICATIONS**

Foreign Trademark	Reg. No.	Reg. Date	Owner
APPSPACE	008879819 - EU	8-10-2010	ZAGG Incorporated
APPSPACE	13453343 –Australia	n/a (application under examination)	ZAGG Incorporated
APPSPACE	1469512 – Canada	2-12-2010 (application under examination)	ZAGG Incorporated
APPSPACE	China		
APPSPACE	Japan		
INVISIBLE SHIELD	63779 – Columbia		
INVISIBLE SHIELD	1483853 - Canada	6-4-2010	ZAGG Incorporated
INVISIBLE SHIELD with design	CTM No. 8492051 - EU	2-10-2010	ZAGG Incorporated
INVISIBLE SHIELD with design (Application in India)			
ZAGG	CTM No. 006328215 – EU	10-13-2008	ShieldZone Corp.
ZAGG	5,234,734 – Japan	5-29-2009	
ZAGG	1,266,121 – Australia	10-8-2008	ShieldZone Corp.
ZAGG	301217754 – Hong Kong	10-9-2008	ShieldZone Corp.
ZAGG	40-2008-0048050 South Korea	6-9-2010	ShieldZone Corp.
ZAGG	1,098,228 - Mexico	5-7-2009	ShieldZone Corp.

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Foreign Trademark	Reg. No.	Reg. Date	Owner
ZAGG	7444833 - China		ZAGG Incorporated
ZAGG	1515743 - Canada	2-17-2011	ZAGG Incorporated
ZAGG	India		
ZAGG	Madrid Protocol (U.S. Application No. 85/109,344 designated the following countries under the Madrid Protocol: Australia, China, European Community, Japan, Korea.		ZAGG Incorporated

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