

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Targus Group International, Inc.		05/24/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC
Street Address:	c/o Goldman Sachs & Co.
Internal Address:	30 Hudson Street, 38th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2979147	AIRTRAK
Registration Number:	2920859	BUBBLESLEEVES
Registration Number:	3002799	CITY GEAR
Registration Number:	2349241	DEFCON
Registration Number:	2424230	EASYROLLER
Serial Number:	77334056	ECOSMART
Registration Number:	2694811	MAKING YOUR MOBILE LIFE EASIER
Registration Number:	3220367	MOBILE ESSENTIALS
Registration Number:	3288845	PARTNERVANTAGE
Registration Number:	1773497	PORT
Registration Number:	3118387	REMOTETUNES
Registration Number:	2127163	SAFEPORT
Registration Number:	3266073	SOUNDUP

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Registration Number:	3180029	STOW-N-GO
Registration Number:	3464080	T
Registration Number:	3446601	T
Serial Number:	78692534	T
Serial Number:	78693724	T
Registration Number:	1519635	TARGUS
Registration Number:	3428027	TARGUS
Registration Number:	3395205	TARGUS
Registration Number:	3143826	TARGUS ESSENTIAL ACCESSORIES FOR MOBILE COMPUTING
Registration Number:	2231849	TARGUS PLATINUM
Serial Number:	85096303	DESIGNED FOR LIFE: YOURS
Serial Number:	85219309	EASYROLLER
Registration Number:	3743328	ECOSMART
Serial Number:	85096312	FLIP FIT
Serial Number:	77757755	PACK LITE, LIVE LONG AND TRAVEL FAR
Registration Number:	3907850	PORT

CORRESPONDENCE DATA

Fax Number: (212)822-5137
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 530-5000
Email: wmcnamara@milbank.com
Correspondent Name: William J. McNamara
Address Line 1: Milbank, Tweed, Hadley & McCloy LLP
Address Line 2: 1 Chase Manhattan Plaza
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	William J. McNamara
Signature:	/William J. McNamara/
Date:	05/24/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 24, 2011 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **EACH OF THE UNDERSIGNED** (collectively, "Grantors") and **GOLDMAN SACHS LENDING PARTNERS LLC**, 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 24, 2011 (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");

(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 ABL Intercreditor Agreement. 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 ABL Intercreditor Agreement, the ABL Intercreditor Agreement shall govern.

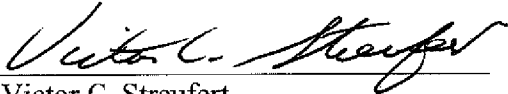
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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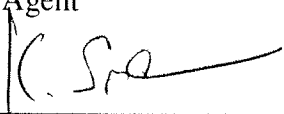
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TARGUS GROUP INTERNATIONAL, INC.

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

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: 

Authorized Signatory

Sridharan Kannan
Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks and Trademark Applications

Owner	Country	Mark	Appl. Date	Appl. No.	Reg. No.	Status
TARGUS GROUP INTERNATIONAL, INC.	United States	AIRTRAK	08/19/2003	78/289,168	2,979,147	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	BUBBLESLEEVES	01/22/2004	78/355,622	2,920,859	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	CITY GEAR	01/13/2004	78/351,168	3,002,799	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	DEFCON	08/26/1997	75/347,069	2,349,241	RENEWED
TARGUS GROUP INTERNATIONAL, INC.	United States	DESIGNED FOR LIFE: YOURS	07/29/2010	85/096,303		OFFICE ACTION ISSUED
TARGUS GROUP INTERNATIONAL, INC.	United States	EASYROLLER	10/13/1999	75/822,311	2,424,230	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	EASYROLLER	01/17/2011	85/219,309		FILED
TARGUS GROUP INTERNATIONAL, INC.	United States	ECOSMART	11/20/2007	77/978,354	3,743,328	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	ECOSMART	11/20/2007	77/334,056		NOTICE OF ALLOWANCE
TARGUS GROUP INTERNATIONAL, INC.	United States	FLIP FIT	07/29/2010	85/096,312		ALLOWED
TARGUS GROUP INTERNATIONAL, INC.	United States	MAKING YOUR MOBILE LIFE EASIER	06/14/2001	76/271,705	2,694,811	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	MOBILE ESSENTIALS	01/16/2002	76/359,492	3,220,367	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	PACK LITE, LIVE LONG AND TRAVEL FAR	06/11/2009	77/757,755	3,851,162	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	PARTNERVANTAGE	09/14/2005	78/713,180	3,288,845	REGISTERED
TARGUS GROUP INTERNATIONAL,	United States	PORT	02/11/1992	74/245,455	1,773,497	RENEWED

Owner	Country	Mark	Appl. Date	Appl. No.	Reg. No.	Status
INC.						
TARGUS GROUP INTERNATIONAL, INC.	United States	PORT	06/08/2010	85/057,152	3,907,850	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	REMOTETUNES	03/17/2005	78/589,761	3,118,387	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	SAFEPORT	12/20/1996	75/216,617	2,127,163	RENEWED
TARGUS GROUP INTERNATIONAL, INC.	United States	SOUNDUP	07/21/2005	78/675,352	3,266,073	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	STOW-N-GO	08/25/2005	78/700,815	3,180,029	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	T AND DESIGN	08/16/2005	78/693,703	3,464,080	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	T AND DESIGN	08/16/2005	78/693,724		SUSPENDED
TARGUS GROUP INTERNATIONAL, INC.	United States	T AND DESIGN (COLOR)	08/15/2005	78/692,483	3,446,601	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	T AND DESIGN (COLOR)	08/15/2005	78/692,534		SUSPENDED
TARGUS GROUP INTERNATIONAL, INC.	United States	TARGUS	03/21/1988	73/717,954	1,519,635	RENEWED
TARGUS GROUP INTERNATIONAL, INC.	United States	TARGUS	10/05/2001	76/321,840	3,395,205	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	TARGUS	05/20/2004	78/422,391	3,428,027	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	TARGUS ESSENTIAL ACCESSORIES FOR MOBILE COMPUTING (STYLIZED)	06/14/2001	76/271,704	3,143,826	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	TARGUS PLATINUM	11/17/1997	75/391,062	2,231,849	RENEWED