

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zagg Incorporated		06/21/2011	CORPORATION: NEVADA
ReminderBand, Inc.		06/21/2011	CORPORATION: UTAH
Zagg Intellectual Property Holding Co., Inc.		06/21/2011	CORPORATION: NEVADA
Zagg Retail, Inc.		06/21/2011	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Serial Number:	85184014		
Serial Number:	85095082		
Serial Number:	77768243	EARPOLLUTION	
Serial Number:	85095022	EARPOLLUTION	
Serial Number:	85095062	EAR POLLUTION	
Serial Number:	85087016		
Serial Number:	85087009	IFROGZ	
Serial Number:	78777305	IFROGZ	
Serial Number:	85087013	IFROGZ	
Serial Number:	85094936	K	
Serial Number:	85094961	K KOSTAL	

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TRADEMARK
 REEL: 004568 FRAME: 0891

Serial Number:	85094894	KOSTAL
Serial Number:	85130165	LUXE
Serial Number:	77869129	MYFROGZ
Serial Number:	85157292	PLUGZ
Serial Number:	77148206	
Serial Number:	77804158	APPSPACE
Serial Number:	77096911	INVISIBLE SHIELD
Serial Number:	85127327	INVISIBLE SHIELD
Serial Number:	78905019	INVISIBLESHIELD
Serial Number:	85118000	MADE FOR SMARTPHONES
Serial Number:	85121209	MADE FOR SMART PHONES Z
Serial Number:	77146708	SHIELD ZONE
Serial Number:	85126213	SPARQ
Serial Number:	85111785	Z
Serial Number:	77146689	ZAGG
Serial Number:	85109344	ZAGG
Serial Number:	85116623	ZAGG
Serial Number:	85111773	ZAGG
Serial Number:	85259881	ZAGGBOX

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-756-2552

Email: marisa.davidson@srz.com

Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1234
NAME OF SUBMITTER:	Marisa Davidson (014951-1234)
Signature:	/kc for md/
Date:	06/23/2011

Total Attachments: 7

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GRANT OF A SECURITY INTEREST -TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 21, 2011, by (i) Zagg Incorporated, a Nevada corporation, (ii) ReminderBand, Inc., a Utah corporation, (iii) ZAGG Intellectual Property Holding Co., Inc., a Nevada corporation, and (iv) ZAGG Retail, Inc., a Nevada corporation (each a "Grantor" and collectively, the "Grantors"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors have adopted, use and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated June 21, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.


The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

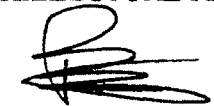
ZAGG INCORPORATED

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


REMINDERBAND, INC.

By: _____
Name:
Title:

ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC.

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

ZAGG RETAIL, INC.

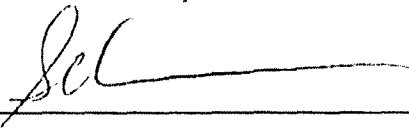
By: 
Name: Brandon T. O'Brien
Title: CFO

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

ZAGG INCORPORATED

By: _____
Name:
Title:

REMINDERBAND, INC.

By:  _____
Name:
Title: CEO

ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC.

By: _____
Name:
Title:

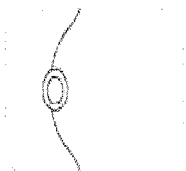






ZAGG RETAIL, INC.



By: _____
Name:
Title:

SCHEDULE A

Intellectual Property

Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
ReminderBand, Inc.	US		85/184,014	11/23/2010	Pending	
ReminderBand, Inc.	US		85/095082	07/28/2010	Pending	
ReminderBand, Inc.	US	EARPOLLUTION	77/768,243 3744404	06/25/2009	02/02/2010	
ReminderBand, Inc.	US	EARPOLLUTION	85/095,022	07/28/2010	Pending	
ReminderBand, Inc.	US		85/095,062	07/28/2010	Pending	
ReminderBand, Inc.	US		85/087016	07/16/2010	Pending	
ReminderBand, Inc.	US	IFROGZ	85/087,009	07/16/2010	Pending	
ReminderBand, Inc.	US	IFROGZ	78/777,305 3309320	12/20/2005	10/09/2007	
ReminderBand, Inc.	US		85/087,013	07/16/2010	Pending	
ReminderBand, Inc.	US		85/094936	07/28/2010	Pending	
ReminderBand, Inc.	US		85/094961	07/28/2010	Pending	
ReminderBand, Inc.	US	KOSTAL	85/094894	07/28/2010	Pending	
ReminderBand, Inc.	US	LUXE	85/130,165	09/15/2010	Pending	

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
ReminderBand, Inc.	US	MYFROGZ	77/869,129 3813731	11/10/2009	07/06/2010	
ReminderBand, Inc.	US	PLUGZ	85/157,292	10/20/2010	Pending	
Zagg Incorporated	US		77/148,206 3923393	04/04/2007	02/22/2011	ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	APPSPACE	77/804,158	08/13/2009		ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	INVISIBLE SHIELD	77/096,911 3825458	02/01/2007	07/27/2010	ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	INVISIBLE SHIELD	85/127,327	09/10/2010	Pending	ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	INVISIBLE SHIELD	78/905,019	06/09/2006	ABANDONED	ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	MADE FOR SMARTPHONES	85/118,000	08/27/2010	Pending	ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US		85/121,209	09/01/2010	Pending	ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	SHIELD ZONE	77/146,708	04/02/2007		ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	SPARQ	85/126,213	09/09/2010	Suspended	ZAGG Intellectual Property Holding Co., Inc.

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Zagg Incorporated	US	Z	85/111,785	08/19/2010	Pending	ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	ZAGG	77/146,689 3838237	04/02/2007	8/24/2010	ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	ZAGG	85/109,344	08/17/2010	Pending	ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	ZAGG	85/116,623	08/26/2010	Pending	ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	ZAGG	85/111,773	08/19/2010	Pending	ZAGG Intellectual Property Holding Co., Inc.
Zagg Incorporated	US	ZAGGBOX ("ZAGGbox")	85/259,881	03/07/2011	Pending	ZAGG Intellectual Property Holding Co., Inc.