

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
Oten Inc.		10/26/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85738247	AZRA	
Serial Number:	77229304	SENA	
Registration Number:	4114218	LEATHERSKIN	
Registration Number:	3263346		
Registration Number:	3487310	SENA	
Serial Number:	78785199	DOCKABLE	
CORRESPONDENCE DATA			
Fax Number:	2128225607		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2125305607		
Email:	abrook@milbank.com		
Correspondent Name:	Anna Brook		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 4:	New York, NEW YORK 10038		

CH \$165.00 85738247

ATTORNEY DOCKET NUMBER:	30045-29100
NAME OF SUBMITTER:	Anna Brook
Signature:	/Anna Brook/
Date:	10/26/2012
Total Attachments: 5 source=OMM_US-#71082283-v2-Targus_TM_Security_Agreement_(Sena;_Term_Loan)#page1.tif source=OMM_US-#71082283-v2-Targus_TM_Security_Agreement_(Sena;_Term_Loan)#page2.tif source=OMM_US-#71082283-v2-Targus_TM_Security_Agreement_(Sena;_Term_Loan)#page3.tif source=OMM_US-#71082283-v2-Targus_TM_Security_Agreement_(Sena;_Term_Loan)#page4.tif source=OMM_US-#71082283-v2-Targus_TM_Security_Agreement_(Sena;_Term_Loan)#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 26, 2012 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **OTEN INC.**, a California corporation (the "Grantor"), 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").

WITNESSETH:

WHEREAS, pursuant to the Counterpart Agreement, dated as of the date hereof, executed by the Grantor, the Grantor has become a party to the Pledge and Security Agreement dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between **TARGUS GROUP INTERNATIONAL, INC.**, certain other grantors party thereto and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises, the Grantor hereby agrees 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. The Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of 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 the 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 the Grantor hereby acknowledges and affirms 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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.

OTEN INC.

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

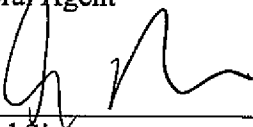
Signature Page to Trademark Security Agreement

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REEL: 004889 FRAME: 0557

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS, LLC.
as Collateral Agent

By: 

Authorized Signatory
Sridharan Kannan
Authorized Signatory

Anisha Malhotra
Authorized Signatory

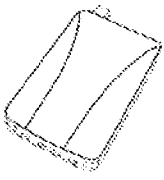

Signature Page to Trademark Security Agreement

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TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks and Trademark Applications

Owner	Country	Title	Filing Date/ Issued Date	Status	Application/ Registration No
Oten Inc.	United States	AZRA	Filed - September 25, 2012	Pending	U.S. 85/738,247
Oten Inc.	United States	SENA	Intent to Use 1st Extension of Time Granted - August 27, 2012	Allowed	U.S. 77/229,304
Oten Inc.	United States	LEATHERSKIN	Registered - March 20, 2012	Registered	U.S. 4,114,218
Oten Inc.	United States	MISCELLANEOUS  DESIGN	Registered - Supplemental Register July 10, 2007	Registered	U.S. 3,263,346
Oten Inc.	United States	SENA	Registered - August 19, 2008	Registered	U.S. 3,487,310
Oten Inc.	United States	DOCKABLE	Abandoned - February 2, 2007	Abandoned	U.S. 78/785,199
Oten Inc.	United States		Filed - December 26, 2011; Office Action issued September 19, 2012; Response deadline is October 12, 2012	Application rejected based on similar trademarks	China 10345019
Oten Inc.	United States	SENACASES	Filed - December 26, 2011	Filed	China 10345018
Oten Inc.	United States	senacases.com	Filed - December 26, 2011	Filed	China 10344981