

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OTEN INC. | | 10/26/2012 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | BANK OF AMERICA, N.A., AS AGENT | | |
| Street Address: | 55 South Lake Avenue | | |
| City: | Pasadena | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91101 | | |
| Entity Type: | a National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4114218 | LEATHERSKIN | |
| Registration Number: | 3263346 | | |
| Registration Number: | 3487310 | SENA | |
| Serial Number: | 85738247 | AZRA | |
| Serial Number: | 77229304 | SENA | |
| Serial Number: | 78785199 | DOCKABLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9497200182 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (949) 224-6291 | | |
| Email: | trademark@buchalter.com | | |
| Correspondent Name: | Farah P. Bhatti, Esq. | | |
| Address Line 1: | 18400 Von Karman Avenue, Suite 800 | | |
| Address Line 4: | Irvine, CALIFORNIA 92612 | | |

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| ATTORNEY DOCKET NUMBER: | B0660-0097 |
| NAME OF SUBMITTER: | Farah P. Bhatti, Esq. |
| Signature: | /Farah P. Bhatti/ |
| Date: | 11/08/2012 |
| Total Attachments: 5 source=OTEN executed TSA#page1.tif source=OTEN executed TSA#page2.tif source=OTEN executed TSA#page3.tif source=OTEN executed TSA#page4.tif source=OTEN executed TSA#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 **BANK OF AMERICA, N.A.**, in its capacity as agent for the Secured Parties (together with successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Joinder Agreement, dated as of the date hereof, by and among the Grantor, the other borrowers and guarantors party thereto, the lenders party thereto and the Agent, the Grantor has become a party to the Loan, Guaranty and Security Agreement dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") between TARGUS GROUP INTERNATIONAL, INC., the other borrowers and guarantors party thereto, the other parties from time to time thereto and the 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 Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Agreement and used herein have the meaning given to them in the Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to 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 Agent for the Secured Parties pursuant to the Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement (the terms and provisions of which are incorporated by reference herein as if fully set forth herein) and in the Intercreditor Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Agreement, the provisions of the Agreement shall control. Notwithstanding anything herein to the contrary, in the event of any conflict between this Trademark Security Agreement and the 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 California.

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*


Name: Victor C. Streufert

Title: Executive Vice President and
Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 004896 FRAME: 0739

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Matthew R. Van Steenhuyse
Title: Senior Vice President

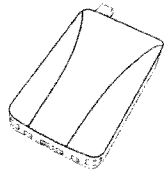

Trademark Security Agreement

TRADEMARK
REEL: 004896 FRAME: 0740

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 |