

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
ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC.		12/07/2012	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	299 S. Main Street, 9th Floor
Internal Address:	MACU 1228-09A, Attn: Nathan B. Paddock
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3923393	
Registration Number:	4122466	
Registration Number:	4139738	
Serial Number:	85670303	360° SCREEN SECURITY
Serial Number:	85734814	CALIBER
Serial Number:	85687979	ANIMATONE
Registration Number:	3744404	EARPOLLUTION
Registration Number:	4122478	EARPOLLUTION
Serial Number:	85556181	EARPOLLUTION
Registration Number:	4193657	FLEX
Registration Number:	3309320	IFROGZ
Registration Number:	4122465	IFROGZ
Registration Number:	4126192	IFROGZ

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Registration Number:	4140986	INVISIBLE SHIELD
Registration Number:	3825458	INVISIBLE SHIELD
Registration Number:	4197512	MILITARY GRADE
Registration Number:	3813731	MYFROGZ
Registration Number:	4197517	NANO-MEMORY TECHNOLOGY
Serial Number:	85762571	ORIGIN
Registration Number:	4096424	SHIELDZONE
Registration Number:	4197802	SHIELDZONE
Registration Number:	4203749	STICK IT TO YOUR DEVICE
Serial Number:	85111785	Z
Registration Number:	3838237	ZAGG
Registration Number:	4137585	ZAGG
Serial Number:	85109344	ZAGG
Serial Number:	85111773	ZAGG
Registration Number:	4128444	ZAGGFOLIO
Registration Number:	4193647	ZAGGKEYS
Registration Number:	4193661	ZAGGKEYS FLEX
Registration Number:	4128442	ZAGGMATE
Registration Number:	4217970	ZAGGSPARQ
Registration Number:	4129356	LUXE

CORRESPONDENCE DATA

Fax Number: 8012141808
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 801-799-5800
Email: pastivers@hollandhart.com
Correspondent Name: Joanna L. Mull c/o Holland & Hart LLP
Address Line 1: 222 South Main Street, Suite 2200
Address Line 4: Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER:	38522.0355
NAME OF SUBMITTER:	Joanna L. Mull
Signature:	/Joanna L. Mull/
Date:	01/18/2013

Total Attachments: 37
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THIRD PARTY SECURITY AGREEMENT

1. GRANT OF SECURITY INTEREST. In consideration of any credit or other financial accommodation heretofore, now or hereafter extended or made to ZAGG INC, a Nevada corporation ("Borrower"), by WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), and for other valuable consideration as of December 7, 2012, as security for the payment of all indebtedness of Borrower to Bank, the undersigned ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC., a Nevada corporation ("Owner"), hereby grants and transfers to Bank a security interest in all of the property of Owner described as follows (collectively, the "Collateral"):

(a) all accounts, deposit accounts, contract rights, chattel paper (whether electronic or tangible), instruments, promissory notes, documents, payment intangibles, software, letter of credit rights, health-care insurance receivables and other rights to payment of every kind now existing or at any time hereafter arising;

(b) all general intangibles, including, without limitation, patents, patent applications, trademarks, trademark applications, copyrights, trade secrets, licenses, and internet domain names, now existing or at any time hereafter arising (collectively, the "Intellectual Property Collateral") and Schedule 1A attached hereto only sets forth all pending trademark applications and current trademark registrations, Schedule 1B attached hereto only sets forth all pending U.S. trademark applications and all current U.S. trademark registrations, Schedule 1C attached hereto only sets forth all pending patent applications and all current patents and Schedule 1D attached hereto only sets forth all pending U.S. patent applications and all current U.S. Patents;;

(c) all inventory, goods held for sale or lease or to be furnished under contracts for service, or goods so leased or furnished, raw materials, component parts, work in process and other materials used or consumed in Owner's business, now or at any time hereafter owned or acquired by Owner, wherever located, and all products thereof, whether in the possession of Owner, any warehousemen, any bailee or any other person, or in process of delivery, and whether located at Owner's places of business or elsewhere ("Inventory");

(d) all warehouse receipts, bills of sale, bills of lading and other documents of every kind (whether or not negotiable) in which Owner now has or at any time hereafter acquires any interest, and all additions and accessions thereto, whether in the possession or custody of Owner, any bailee or any other person for any purpose;

(e) all money and property heretofore, now or hereafter delivered to or deposited with Bank or otherwise coming into the possession, custody or control of Bank (or any agent or bailee of Bank) in any manner or for any purpose whatsoever during the existence of this Agreement and whether held in a general or special account or deposit for safekeeping or otherwise;

(f) all right, title and interest of Owner under licenses, guaranties, warranties, management agreements, marketing or sales agreements, escrow contracts, indemnity agreements, insurance policies, service or maintenance agreements, supporting obligations and other similar contracts of every kind in which Owner now has or at any time hereafter shall have an interest;



(g) all goods, tools, machinery, furnishings, furniture and other equipment and fixtures of every kind now existing or hereafter acquired, and all improvements, replacements, accessions and additions thereto and embedded software included therein, whether located on any property owned or leased by Owner or elsewhere, including without limitation, any of the foregoing now or at any time hereafter located at or installed on the land or in the improvements at any of the real property owned or leased by Owner, and all such goods after they have been severed and removed from any of said real property; and

(h) all motor vehicles, trailers, mobile homes, manufactured homes, boats, other rolling stock and related equipment of every kind now existing or hereafter acquired and all additions and accessories thereto, whether located on any property owned or leased by Owner or elsewhere; together with whatever is receivable or received when any of the foregoing or the proceeds thereof are sold, leased, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, and all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing (collectively, "Proceeds"). The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Borrower heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement, and whether Borrower may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

2. CONTINUING AGREEMENT; REVOCATION; OBLIGATION UNDER OTHER AGREEMENTS. This is a continuing agreement and all rights, powers and remedies hereunder shall apply to all past, present and future Indebtedness of the Borrower to Bank, including that arising under successive transactions which shall either continue the Indebtedness, increase or decrease it, or from time to time create new Indebtedness after all or any prior Indebtedness has been satisfied, and notwithstanding the dissolution, liquidation or bankruptcy of either of the Borrower or Owner or any other event or proceeding affecting any of the Borrower or Owner. This Agreement shall not apply to any new Indebtedness created after actual receipt by Bank of written notice of its revocation as to such new Indebtedness; provided however, that loans or advances made by Bank to the Borrower after revocation under commitments existing prior to receipt by Bank of such revocation, and extensions, renewals or modifications, of any kind, of Indebtedness incurred by the Borrower or committed by Bank prior to receipt by Bank of such revocation, shall not be considered new Indebtedness. Any such notice must be sent to Bank by registered U.S. mail, postage prepaid, addressed to its office at Commercial Banking Group, 299 S. Main Street, 9th Floor, Salt Lake City, UT 84111, MACU 1228-09A, Attention: Nathan B. Paddock, or at such other address as Bank shall from time to time designate. The obligations of Owner hereunder shall be in addition to any obligations of Owner under any other grants or pledges of security for any liabilities or obligations of any of the Borrower or any other person heretofore or hereafter given to Bank unless said other grants or pledges of security are expressly modified or revoked in writing; and this Agreement shall not, unless expressly herein provided, affect or invalidate any such other grants or pledges of security.

3. OBLIGATIONS JOINT AND SEVERAL; SEPARATE ACTIONS; WAIVER OF STATUTE OF LIMITATIONS; REINSTATEMENT OF LIABILITY. The obligations hereunder are joint and several and independent of the obligations of Borrower, and a separate action or actions may be brought and prosecuted against Owner whether action is brought against the

Borrower or any other person, or whether the Borrower or any other person is joined in any such action or actions. Owner acknowledges that this Agreement is absolute and unconditional, there are no conditions precedent to the effectiveness of this Agreement, and this Agreement is in full force and effect and is binding on Owner as of the date written below, regardless of whether Bank obtains collateral or any guaranties from others or takes any other action contemplated by Owner. Owner waives the benefit of any statute of limitations affecting Owner's liability hereunder or the enforcement thereof, and Owner agrees that any payment of any indebtedness or other act which shall toll any statute of limitations applicable thereto shall similarly operate to toll such statute of limitations applicable to Owner's liability hereunder. The liability of Owner hereunder shall be reinstated and revived and the rights of Bank shall continue if and to the extent that for any reason any amount at any time paid on account of any indebtedness secured hereby is rescinded or must be otherwise restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Bank in its sole discretion; provided however, that if Bank chooses to contest any such matter at the request of Owner, Owner agrees to indemnify and hold Bank harmless from and against all costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel), expended or incurred by Bank in connection therewith, including without limitation, in any litigation with respect thereto.

4. OBLIGATIONS OF BANK. Any money received by Bank in respect of the Collateral may be deposited, at Bank's option, into a non-interest bearing account over which Owner shall have no control, and the same shall, for all purposes, be deemed Collateral hereunder.

5. REPRESENTATIONS AND WARRANTIES.

(a) Owner represents and warrants to Bank that: (i) Owner's legal name, entity type, organizational identification number, chief executive office and principal place of business are set forth on Schedule 2 attached hereto, and all of Owner's organizational documents or agreements delivered to Bank are complete and accurate in every respect; (ii) Owner is in good standing under the laws of its state of organization; (iii) Owner is the owner and has possession or control of the Collateral and Proceeds; (iv) Owner has the right to grant a security interest in the Collateral and Proceeds; (v) all Collateral and Proceeds are genuine, free from liens, licenses (except for nonexclusive licenses granted in the ordinary course of business), adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except the lien created hereby or as otherwise agreed to by Bank, or as heretofore disclosed by Owner to Bank, in writing; (vi) all statements contained herein and, where applicable, in the Collateral are true and complete in all material respects; (vii) no financing statement or other security document covering any of the Collateral or Proceeds, and naming any secured party other than Bank, is on file in any public office, including, without limitation, the United States Patent and Trademark Office ("USPTO"); (viii) where Collateral consists of rights to payment, all persons appearing to be obligated on the Collateral and Proceeds have authority and capacity to contract and are bound as they appear to be, all property subject to chattel paper has been properly registered and filed in compliance with applicable law and to perfect the interest of Owner in such property, and all such Collateral and Proceeds comply with all applicable laws concerning form, content and manner of preparation and execution, including where applicable Federal Reserve Regulation Z and any State consumer credit laws; and (ix) where the Collateral consists of equipment, Owner is not in the business of selling goods of the kind included within such Collateral, and Owner acknowledges that no sale or other disposition

of any such Collateral, including without limitation, any such Collateral which Owner may deem to be surplus, has been consented to or acquiesced in by Bank, except as specifically set forth in writing by Bank.

(b) Except as set forth on Schedule 3 attached hereto, during the five (5) years immediately preceding the date of this Agreement, (i) Owner has not used or been known by any legal, fictitious or trade name; (ii) Owner has not changed its name in any respect; (iii) Owner has not been the surviving entity of a merger or consolidation; and (iv) Owner has not acquired all or substantially all of the assets of any person or entity.

(c) The Inventory of Owner is kept at the location(s) listed on Schedule 2 attached hereto and no others (except for Inventory in transit).

(d) Owner further represents and warrants to Bank that: (i) the Collateral pledged hereunder is so pledged at Borrower's request; (ii) Bank has made no representation to Owner as to the creditworthiness of the Borrower; and (iii) Owner has established adequate means of obtaining from the Borrower on a continuing basis financial and other information pertaining to Borrower's financial condition. Owner agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Owner's risks hereunder, and Owner further agrees that Bank shall have no obligation to disclose to Owner any information or material about the Borrower which is acquired by Bank in any manner.

6. COVENANTS OF OWNER.

(a) Owner agrees in general: (i) to indemnify Bank against all losses, claims, demands, liabilities and expenses of every kind caused by property subject hereto; (ii) to permit Bank to exercise its powers hereunder; (iii) to execute and deliver such documents as Bank deems necessary to create, perfect and continue the security interests contemplated hereby; (iv) not to change Owner's name, its chief executive office, or the jurisdiction in which it is organized and/or registered without giving Bank prior written notice thereof; (v) not to change the places where Owner keeps any Collateral or Owner's records concerning the Collateral and Proceeds without giving Bank prior written notice of the address to which Owner is moving same; and (vi) to cooperate with Bank in perfecting all security interests granted herein and in obtaining such agreements from third parties as Bank deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder.

(b) Owner agrees with regard to the Collateral and Proceeds, unless Bank agrees otherwise in writing: (i) that Bank is authorized to file financing statements in the name of Owner to perfect Bank's security interest in Collateral and Proceeds; (ii) where applicable, to insure the Collateral with Bank named as loss payee, in form, substance and amounts, under agreements, against risks and liabilities, and with insurance companies satisfactory to Bank; (iii) where applicable, to operate the Collateral in accordance with all applicable statutes, rules and regulations relating to the use and control thereof, and not to use any Collateral for any unlawful purpose or in any way that would void any insurance required to be carried in connection therewith; (iv) not to remove the Collateral from Owner's premises except in the ordinary course of Owner's business; (v) to pay when due all license fees, registration fees and other charges in connection with any Collateral; (vi) not to permit any lien on the Collateral or Proceeds, including without limitation, liens arising from repairs to or storage of the Collateral, except in favor of Bank; (vii) not to sell, hypothecate or dispose of, nor permit the transfer by operation of law of, any of the Collateral or Proceeds or any interest therein, except sales of Inventory to buyers in the ordinary course of Owner's business; provided however, that Owner

may (y) license any of the Intellectual Property Collateral owned by Owner to Patriot Corporation, an Irish unlimited liability company, Borrower, ZAGG Retail, Inc., a Nevada corporation, or iFrogz Inc., a Utah corporation, and (z) abandon or cause to be abandoned any of the Intellectual Property Collateral if done in the ordinary course of business; (viii) to permit Bank to inspect the Collateral at any time upon prior notice thereof, except that no such notice shall be required upon the occurrence of an Event of Default; (ix) to keep, in accordance with generally accepted accounting principles, complete and accurate records regarding all Collateral and Proceeds, and to permit Bank to inspect the same and make copies thereof at any reasonable time; (x) if requested by Bank, to receive and use reasonable diligence to collect Collateral consisting of accounts and other rights to payment and Proceeds, in trust and as the property of Bank, and to immediately endorse as appropriate and deliver such Collateral and Proceeds to Bank daily in the exact form in which they are received together with a collection report in form satisfactory to Bank; (xi) not to commingle Collateral or Proceeds, or collections thereunder, with other property; (xii) to give only normal allowances and credits and to advise Bank thereof immediately in writing if they affect any rights to payment or Proceeds in any material respect; (xiii) from time to time, when requested by Bank, to prepare and deliver a schedule of all Collateral and Proceeds subject to this Agreement and to assign in writing and deliver to Bank all accounts, contracts, leases and other chattel paper, instruments, documents and other evidences thereof; (xiv) in the event Bank elects to receive payments or rights to payment of Proceeds hereunder, to pay all expenses incurred by Bank in connection therewith, including expenses of accounting, correspondence, collection efforts, reporting to account or contract debtors, filing, recording, record keeping and expenses incidental thereto; and (xv) to provide any service and do any other acts which may be necessary to maintain, preserve and protect all Collateral and, as appropriate and applicable, to keep all Collateral in good and saleable condition, to deal with the Collateral in accordance with the standards and practices adhered to generally by users and manufacturers of like property, and to keep all Collateral and Proceeds free and clear of all defenses, rights of offset and counterclaims.

(c) Owner further agrees with regard to patents and trademarks, unless Bank agrees otherwise in writing: (i) that Bank is authorized to file security documents with the USPTO in the name of Owner evidencing Bank's lien on patents and trademarks; (ii) that Owner will promptly apply for a patent for all new inventions which are patentable with the UPSTO and promptly advise Bank of the filing of the application for such patent; (iii) that Owner will promptly register all new trademarks which are eligible for registration with the USPTO and promptly advise Bank of the filing of the application for such registration; (iv) within thirty (30) days after any filing by Owner of an application for any patent or trademark with the USPTO, that Owner will update Schedule 1 and provide such updated schedule to Bank; (v) that Owner will, prosecute diligently any patent or trademark applications currently pending or hereafter filed, to make application on unpatented but patentable inventions or unregistered but registerable trademarks, to preserve and maintain all rights in patent applications and patents, including, without limitation, payment of all maintenance fees, to file and prosecute opposition and cancellation proceedings, and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the trademarks, including, without limitation, filing declarations and renewals of registrations. Any expenses incurred in connection with such actions shall be paid by Owner. Owner shall not abandon any right to file a patent or trademark application, any pending patent or trademark application, or any patent or trademark outside the ordinary course of business without the written consent of Bank. So long as no Event of Default (as defined in Section 11 hereof) has occurred under this Agreement, Owner shall have the right to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to protect or enforce the patents and trademarks, and to join Bank, if necessary, as a party to such suit so long as Bank is satisfied that such joinder will not subject Bank to any risk of liability. Owner shall promptly, upon written

demand, reimburse and indemnify Bank for all damages, costs and expenses, including reasonable legal fees, incurred by Bank pursuant to this Section.

7. POWERS OF BANK.

(a) Bank Powers Regardless of Occurrence of an Event of Default. Owner appoints Bank its true and lawful attorney-in-fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Bank's officers and employees, or any of them, whether or not Owner or Borrower is in default and whether or not an Event of Default (as defined herein) has occurred: (i) to give notice to account debtors or others of Bank's rights in the Collateral and Proceeds, to enforce or forebear from enforcing the same and make extension or modification agreements with respect thereto; (ii) to release persons liable on Collateral or Proceeds and to give receipts and acquittances and compromise disputes in connection therewith; (iii) to release or substitute security; (iv) to resort to security in any order; (v) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment, applications for registration or like papers to perfect, preserve or release Bank's interest in the Collateral and Proceeds; (vi) to take cash, instruments, and royalties or similar payments owing to Owner under license agreements for the payment of money and other property to which Bank is entitled; (vii) to verify facts concerning the Collateral and Proceeds by inquiry of obligors thereon, or otherwise, in its own name or a fictitious name; (ix) to endorse, collect, deliver and receive payment under instruments for the payment of money constituting or relating to Proceeds to which Bank is entitled; (x) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts to which Bank is entitled and that are received by Bank, at Bank's sole option, toward repayment of the Indebtedness or replacement of the Collateral; (xi) to enter onto Owner's premises in inspecting the Collateral upon providing prior reasonable notice to Owner of any such inspection; (xii) to preserve or release the interest evidenced by chattel paper to which Bank is entitled hereunder and to endorse and deliver any evidence of title incidental thereto; and (xiii) to do all acts and things and execute all documents in the name of Owner or otherwise, deemed by Bank as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder.

(b) Bank Powers upon Occurrence of an Event of Default. In addition to the powers of Bank set forth in Section 7(a) hereof, Owner also appoints Bank its true and lawful attorney-in-fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Bank's officers and employees, or any of them, only in the event Owner or Borrower is in default or upon the occurrence of an Event of Default: (i) to perform any obligation of Owner hereunder in Owner's name or otherwise; (ii) to receive, open and read mail addressed to Owner; (iii) to exercise all rights, powers and remedies which Owner would have, but for this Agreement, with respect to all Collateral and Proceeds subject hereto; (iv) to enter onto Owner's premises in inspecting the Collateral without being required to provide any prior notice to Owner of any such inspection; and (v) to make withdrawals from and to close deposit accounts or other accounts with any financial institution, wherever located, into which Proceeds may have been deposited, and to apply funds so withdrawn to payment of the Indebtedness.

8. OWNER'S WAIVERS.

(a) Owner waives any right to require Bank to: (i) proceed against the Borrower or any other person; (ii) marshal assets or proceed against or exhaust any security held from the Borrower or any other person; (iii) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from the Borrower or any other person; (iv) take any other action or pursue any other remedy in Bank's power; or (v) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Bank as security for or which constitute in whole or in part the Indebtedness secured hereunder, or in connection with the creation of new or additional Indebtedness.

(b) Owner waives any defense to its obligations hereunder based upon or arising by reason of: (i) any disability or other defense of the Borrower or any other person; (ii) the cessation or limitation from any cause whatsoever, other than payment in full, of the Indebtedness of the Borrower or any other person; (iii) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of the Borrower if the Borrower is a corporation, limited liability company, partnership or other type of entity, or any defect in the formation of the Borrower; (iv) the application by the Borrower of the proceeds of any Indebtedness for purposes other than the purposes represented by Borrower to, or intended or understood by, Bank or Owner; (v) any act or omission by Bank which directly or indirectly results in or aids the discharge of the Borrower or any portion of the Indebtedness by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Bank against the Borrower; (vi) any impairment of the value of any interest in security for the Indebtedness or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (vii) any modification of the Indebtedness, in any form whatsoever, including any modification made after revocation hereof to any Indebtedness incurred prior to such revocation, and including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, the Indebtedness or any portion thereof, including increase or decrease of the rate of interest thereon; or (viii) any requirement that Bank give any notice of acceptance of this Agreement. Until all Indebtedness shall have been paid in full, Owner shall have no right of subrogation, and Owner waives any right to enforce any remedy which Bank now has or may hereafter have against the Borrower or any other person and waives any benefit of, or any right to participate in, any security now or hereafter held by Bank. Owner further waives all rights and defenses Owner may have arising out of (A) any election of remedies by Bank, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Indebtedness, destroys Owner's rights of subrogation or Owner's rights to proceed against the Borrower for reimbursement, or (B) any loss of rights Owner may suffer by reason of any rights, powers or remedies of the Borrower in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging Borrower's Indebtedness, whether by operation of Utah Code Ann. §§57-1-32, 78B-6-901, 70A-9a-610, 70A-9a-611 or 70A-9a-615 as from time to time amended, or otherwise, including any rights Owner may have to a fair market value hearing to determine the size of a deficiency following any foreclosure sale or other disposition of any real property security for any portion of the Indebtedness.

9. AUTHORIZATIONS TO BANK. Owner authorizes Bank either before or after revocation hereof, without notice to or demand on Owner, and without affecting Owner's liability

hereunder, from time to time to: (a) alter, compromise, renew, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of, the Indebtedness or any portion thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security, other than the Collateral and Proceeds, for the payment of the Indebtedness or any portion thereof, and exchange, enforce, waive, subordinate or release the Collateral and Proceeds, or any part thereof, or any other security; (c) apply the Collateral and Proceeds or such other security and direct the order or manner of sale thereof, including without limitation, a non-judicial sale permitted by the terms of the controlling security agreement, mortgage or deed of trust, as Bank in its discretion may determine; (d) release or substitute any one or more of the endorsers or guarantors of the Indebtedness, or any portion thereof, or any other party thereto; and (e) apply payments received by Bank from the Borrower to any Indebtedness of the Borrower to Bank, in such order as Bank shall determine in its sole discretion, whether or not such Indebtedness is covered by this Agreement, and Owner hereby waives any provision of applicable law regarding application of payments which specifies otherwise. Bank may without notice assign this Agreement in whole or in part.

10. PAYMENT OF PREMIUMS, TAXES, CHARGES, LIENS AND ASSESSMENTS. Owner agrees to pay, prior to delinquency, all insurance premiums, taxes, charges, liens and assessments against the Collateral and Proceeds, and upon the failure of Owner to do so, Bank at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments made by Bank shall be obligations of Owner to Bank, due and payable immediately upon demand, together with interest at the rate determined in accordance with Section 15 of this Agreement, and shall be secured by the Collateral and Proceeds, subject to all terms and conditions of this Agreement.

11. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any default in the payment or performance of any obligation, or any defined event of default, under (i) any contract or instrument evidencing any Indebtedness, or (ii) any other agreement between the Borrower and Bank, including without limitation any loan agreement, relating to or executed in connection with any Indebtedness; (b) any representation or warranty made by Owner herein shall prove to be incorrect in any material respect when made; (c) Owner shall fail to observe or perform any obligation or agreement contained herein; (d) any impairment of the rights of Bank in any Collateral or Proceeds, or any attachment or like levy on any property of Owner; and (e) Bank, in good faith, believes any or all of the Collateral and/or Proceeds substantially likely to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction.

12. REMEDIES. Upon the occurrence of any Event of Default, Bank shall have and may exercise without demand any and all rights, powers, privileges and remedies granted to a secured party upon default under the Utah Uniform Commercial Code or otherwise provided by applicable law, including without limitation, the right (a) to contact all persons obligated to Owner on any Collateral or Proceeds and to instruct such persons to deliver all Collateral and/or Proceeds directly to Bank, (b) to sell, lease, license or otherwise dispose of any or all Collateral, and (c) to assume Owner's rights under licenses. All rights, powers, privileges and remedies of Bank shall be cumulative. No delay, failure or discontinuance of Bank in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Bank of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing. It is

agreed that public or private sales or other dispositions, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auctions, are all commercially reasonable because differences in the prices generally realized in the different kinds of dispositions are ordinarily offset by the differences in the costs and credit risks of such dispositions. While an Event of Default exists: (a) Owner will deliver to Bank from time to time, as requested by Bank, current lists of all Collateral and Proceeds; (b) Owner will not dispose of any Collateral or Proceeds except on terms approved by Bank; (c) at Bank's request, Owner will assemble and deliver all Collateral and Proceeds, and books and records pertaining thereto, to Bank at a reasonably convenient place designated by Bank; and (d) Bank may, without notice to Owner, enter onto Owner's premises and take possession of the Collateral. With respect to any sale or other disposition by Bank of any Collateral subject to this Agreement, Owner hereby expressly grants to Bank the right to sell such Collateral using any or all of Owner's trademarks, trade names, trade name rights and/or proprietary labels or marks. Owner further agrees that Bank shall have no obligation to process or prepare any Collateral for sale or other disposition.

13. **DISPOSITION OF COLLATERAL AND PROCEEDS; TRANSFER OF INDEBTEDNESS.** In disposing of Collateral hereunder, Bank may disclaim all warranties of title, possession, quiet enjoyment and the like. Any proceeds of any disposition of any Collateral or Proceeds, or any part thereof, may be applied by Bank to the payment of expenses incurred by Bank in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Bank toward the payment of the Indebtedness in such order of application as Bank may from time to time elect. Upon the transfer of all or any part of the Indebtedness, Bank may transfer all or any part of the Collateral or Proceeds and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of Bank hereunder with respect to any of the foregoing so transferred; but with respect to any Collateral or Proceeds not so transferred, Bank shall retain all rights, powers, privileges and remedies herein given.

14. **NOTICES.** All notices, requests and demands required under this Agreement must be in writing, addressed to Bank at the address specified in Section 2 hereof and to Owner at the address of its chief executive office set forth on Schedule 2 attached hereto or to such other address as any party may designate by written notice to each other party, and shall be deemed to have been given or made as follows: (a) if personally delivered, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by email or telecopy, upon receipt.

15. **COSTS, EXPENSES AND ATTORNEYS' FEES.** Owner shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel), expended or incurred by Bank in connection with (a) the perfection and preservation of the Collateral or Bank's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Agreement, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Owner or in any way affecting any of the Collateral or Bank's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Owner with interest from the date of demand until paid in full at a

rate per annum equal to the greater of ten percent (10%) or Bank's prime rate in effect from time to time.

16. **SUCCESSORS; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Owner may not assign or transfer any of its interests or rights hereunder without Bank's prior written consent. Owner acknowledges that Bank has the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, any indebtedness of Borrower to Bank and any obligations with respect thereto, including this Agreement. In connection therewith, Bank may disclose all documents and information which Bank now has or hereafter acquires relating to Owner and/or this Agreement, whether furnished by Borrower, Owner or otherwise; provided, however, that Bank shall take reasonable steps to ensure the confidentiality of any such documents or information that may be disclosed pursuant to this Section 16, including maintaining the confidentiality thereof as required by applicable laws, rules and regulations, including the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended. Owner further agrees that Bank may disclose such documents and information to Borrower.

17. **AMENDMENT.** This Agreement may be amended or modified only in writing signed by Bank and Owner.

18. **APPLICATION OF SINGULAR AND PLURAL.** In all cases where there is but a single Borrower, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Borrower named herein or when this Agreement is executed by more than one Owner, the word "Borrower" and the word "Owner" respectively shall mean all or any one or more of them as the context requires.

19. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

20. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

21. **ARBITRATION.**

(a) **Arbitration.** The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination.

(b) **Governing Rules.** Any arbitration proceeding will (i) proceed in a location in Utah selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least One

Million Dollars (\$1,000,000) exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration referenced hereunder, including those rights arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is Five Million Dollars (\$5,000,000) or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than Five Million Dollars (\$5,000,000). Any dispute in which the amount in controversy exceeds Five Million Dollars (\$5,000,000) shall be decided by majority vote of a panel of three (3) arbitrators; provided however, that all three (3) arbitrators must actively participate in all hearings and deliberations. The arbitrator(s) will be a neutral attorney licensed in the State of Utah or a neutral retired judge of the state or federal judiciary of Utah, in either case with a minimum of ten (10) years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the arbitrator's(s)' discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) shall resolve all disputes in accordance with the substantive law of Utah and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator(s) deem(s) necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Utah Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator(s) upon a showing that the

request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed this Agreement or any other contract, instrument or document relating to any indebtedness, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Payment of Arbitration Costs and Fees. The arbitrator(s) shall award all costs and expenses of the arbitration proceeding.

(h) Real Property Collateral: Judicial Reference. Notwithstanding anything herein to the contrary, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Utah, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such dispute is not submitted to arbitration, the dispute shall be referred to a master in accordance with Utah Rule of Civil Procedure 53, and this general reference agreement is intended to be specifically enforceable. A master with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a master shall be entered in the court in which such proceeding was commenced in accordance with Utah Rule of Civil Procedure 53(e).

(i) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrator(s) and the parties shall take all action required to conclude any arbitration proceeding within one hundred eighty (180) days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law, rule or regulation (including, without limitation, the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended). If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.


22. COUNTERPARTS. Two or more duplicate originals of this Agreement may be signed by the parties, each duplicate of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed in several counterparts, without the requirement that all parties sign each counterpart. Receipt by Bank of an executed copy of this Agreement by fax or email shall constitute conclusive evidence of execution and delivery by the signatories hereto.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, this Agreement has been executed and becomes effective as of the day and year first set forth above.

OWNER:

ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC.,
A NEVADA CORPORATION

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

BANK:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Name: Nathan B. Paddock
Title: Vice President

IN WITNESS WHEREOF, this Agreement has been executed and becomes effective as of the day and year first set forth above.

OWNER:

ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC.,
A NEVADA CORPORATION

By: _____

Name: Brandon T. O'Brien

Title: Secretary

BANK:

WELLS FARGO BANK,
NATIONAL ASSOCIATION







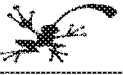






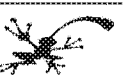
By: _____
















Name: Nathan B. Paddock










Title: Vice President

SCHEDULE 1A

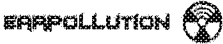

Trademark Applications and Trademark Registrations
Owned by ZAGG Intellectual Property Holding Co., Inc.



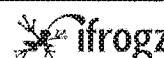
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Argentina		Registered	3061832	2494075
Australia		Registered Ext. of Int. Reg. 1066905	1066905	1066905
Brazil		Pending	830917608	n/a
Canada		Pending	1511833	n/a
Chile		Registered	937238	931224
China		Pending	8523207	n/a
Europe		Registered	00927853	009274853
India		Pending	2085341	n/a
Israel		Registered Ext. of Int. Reg. 1066905	1066905	1066905 2
Japan		Registered Ext. of Int. Reg. 1066905	1066905	1066905
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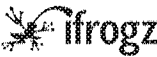
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New Zealand		Registered	835857	835857
Norway		Registered Ext. of Int. Reg. 1066905	1066905	1066905
Russian Federation		Pending Ext. of Int. Reg. 1066905	1066905	n/a
South Korea		Registered	40-2010-65558	40-931604
Switzerland		Pending Ext. of Int. Reg. 1066905	1066905	n/a
Thailand		Pending	793699	n/a
Turkey		Pending Ext. of Int. Reg. 1066905	1066905	n/a
United States		Registered	85/095082	4139738
International Reg.		Registered Designated Countries: Australia, Israel, Japan, Norway, Russian Fed., Switzerland, Turkey	1066131	1066131
Australia		Registered Ext. of International Reg. No. 1066131	1066131	1066131
Brazil		Pending	830917616	n/a
Canada		Pending	1511832	n/a
Mexico		Registered	1147822	1249004
New Zealand		Registered	835858	835858
Chile		Registered	937236	931226

Country	Mark	Status	Application Number	Reg. Number
China		Registered	8644860	8644860
Europe		Registered	009291832	009291832
India		Pending	2085343	n/a
Israel		Pending Ext. of Int. Reg. No. 1066131	1066131	n/a
Norway		Registered Ext. of Int. Reg. No. 1066131	1066131	1066131
Russian Federation		Registered Ext. of Int. Reg. No. 1066131	1066131	1066131
Switzerland		Registered Ext. of Int. Reg. No. 1066131	1066131	n/a
Turkey		Pending Ext. of Int. Reg. No. 1066131	1066131	n/a
United States		Pending (pub date 1/1/2013)	85670303	
United States	ANIMATONE	Pending	85687979	
United States	CALIBER	Pending	85734814	
United States	EARPOLLUTION	Registered	77/768243	3744404
United States	EARPOLLUTION	Registered	85/095022	4122478
International Reg.	EARPOLLUTION	Registered Designated Countries: Australia, Israel, Japan, Norway, Russian Fed., Switzerland, Turkey.	1067272	1067272
Australia	EARPOLLUTION	Registered Ext. of Int. Reg. No. 1067272	1067272	1067272

Country	Mark	Status	Application Number	Reg. Number
Argentina	EARPOLLUTION	Registered	3061834	2494077
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Canada	EARPOLLUTION	Pending	1511831	n/a
Chile	EARPOLLUTION	Registered	937241	931138
Europe	EARPOLLUTION	Registered	009196262	009196262
Europe	EARPOLLUTION	Registered	009291915	009291915
India	EARPOLLUTION	Pending	2085343	n/a
Israel	EARPOLLUTION	Registered Ext. of International Reg. 1067272	1067272	1067272
Japan	EARPOLLUTION	Registered Ext. of International Reg. 1067272	1067272	1067272
Mexico	EARPOLLUTION	Registered	1147824	1246320
New Zealand	EARPOLLUTION	Registered	835859	835859
Norway	EARPOLLUTION	Pending Ext. of International Reg. 1067272	1067272	n/a
Russian Federation	EARPOLLUTION	Pending Ext. of International Reg. 1067272	1067272	n/a
South Korea	EARPOLLUTION	Registered	40-2010-65561	40-931628
Switzerland	EARPOLLUTION	Registered Ext. of International Reg. 1067272	1067272	1067272
Thailand	EARPOLLUTION	Pending	793701	n/a

Country	Mark	Status	Application Number	Reg. Number
Turkey	EARPOLLUTION	Pending Ext. of International Reg. 1067272	1067272	n/a
Venezuela	EARPOLLUTION	Registered	2011-001502	P-314054
United States		Pending	85/556181	
Europe		Registered	009292277	009292277
United States	FLEX	Registered	85480072	4193657
United States	IFROGZ	Registered	78/777305	3309320
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International Reg.	IFROGZ	Registered Designated Countries: Australia, Israel, Japan, Norway, Russian Fed., Switzerland, Turkey.	1067284	1067284
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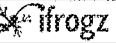


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Israel	IFROGZ	Registered Ext. of Int. Reg. No. 1067284	1067284	1067284
Japan	IFROGZ	Registered Ext. of Int. Reg. No. 1067284	1067284	1067284
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Mexico	IFROGZ	Registered	1147819	1246319
New Zealand	IFROGZ	Registered	835856	835856
Norway	IFROGZ	Registered Ext. of Int. Reg. No. 1067284	1067284	1067284
Russian Federation	IFROGZ	Pending Ext. of Int. Reg. No. 1067284	1067284	n/a
Switzerland	IFROGZ	Registered Ext. of Int. Reg. No. 1067284	1067284	n/a
Thailand	IFROGZ	Pending	793698	n/a
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China		Pending	8523208	n/a
Europe		Registered	009274754	009274754

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South Korea		Registered	40-2010-65557	40-931587
United States	INVISIBLE SHIELD	Registered	85/127327	4140986
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Colombia	INVISIBLE SHIELD	Registered	10-036425	413209
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Europe		Registered	8492051	8492051
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United States	LUXE	Registered	85/130165	4129356
China	LUXE	Registered	8749848	8749848
United States		Registered	85/490915	4197512
United States	MYFROGZ	Registered	77/869129	3813731
United States		Registered	85/491435	4197517
United States	ORIGIN	Pending	85/762571	
United States	SHIELD ZONE	Registered	77/146708	4096424
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United States	STICK IT TO YOUR DEVICE	Registered	85494957	4203749
United States		Pending	85/111785	n/a
United States	ZAGG	Registered	77/146689	3838237
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International Reg.	ZAGG	Registered	1070970	1070970
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Country	Mark	Status	Application Number	Reg. Number
Hong Kong	ZAGG	Registered	301835767	301835767
India	ZAGG	Pending	2101359	n/a
Japan	ZAGG	Registered 5-11-2012	1070970	1070970
Mexico	ZAGG	Registered	1155834	1230111
Europe	ZAGG	Registered	6328215	6328215
Australia	ZAGG	Registered	1266121	1266121
China	ZAGG	Registered	7444833	7444833
Hong Kong	ZAGG	Registered	301217754	301217754
India	ZAGG	Registered	1742932	1742932
Japan	ZAGG	Registered	83759/2008	5234734
South Korea	ZAGG	Registered	40-2008-0048050	40-0825850
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United States	ZAGGMATE	Registered	85391019	4128442
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United States	ZAGGSPARQ	Registered	85623461	4217970

SCHEDULE 1B

US Trademark Applications and US Trademark Registrations
Owned by ZAGG Intellectual Property Holding Co., Inc.

Mark	Status	App. Number	Reg. Number
	Registered	77148206	3923393
	Registered	85087016	4122466
	Registered	85095082	4139738
ANIMATONE	Pending	85687979	
CALIBER	Pending	85734814	
EARPOLLUTION	Registered	77768243	3744404
EARPOLLUTION	Registered	85095022	4122478
EARPOLLUTION 	Pending	85556181	
FLEX	Registered	85480072	4193657
IFROGZ	Registered	78777305	3309320
IFROGZ	Registered	85087009	4122465
 ifrogz	Registered	85087013	4126192
INVISIBLE SHIELD	Registered	77096911	3825458
INVISIBLE SHIELD	Registered	85127327	4140986
LUXE	Registered	85130165	4129356
	Registered	85490915	4197512
MYFROGZ	Registered	77869129	3813731
	Registered	85491435	4197517
ORIGIN	Pending	85762571	
SCREEN SECURITY & Design	Pending	85670303	
SHIELD ZONE	Registered	77146708	4096424
SHIELDZONE	Registered	85511820	4197802
STICK IT TO YOUR DEVICE	Registered	85494957	4203749
Z	Pending	85111785	n/a
ZAGG	Registered	77146689	3838237
ZAGG	Pending	85109344	n/a
ZAGG	Registered	85116623	4137585
ZAGG	Pending	85111773	n/a

Mark	Status	App Number	Reg. Number
ZAGGFOLIO	Registered	85391305	4128444
ZAGGKEYS	Registered	85478884	4193647
ZAGGKEYS FLEX	Registered	85480247	4193661
ZAGGMATE	Registered	85391019	4128442
ZAGGSPARQ	Registered	85623461	4217970

SCHEDULE 1C

Patent Applications and Patents
Owned by ZAGG Intellectual Property Holding Co., Inc.

Country	Title	App. No.	Filing Date	Patent No./ Status	Issue Date
US	CASE	29346780	11/5/09	D624532	9/28/10
US	CASE	29346781	11/5/09	D624908	10/5/10
US	CASE	29346782	11/5/09	D624909	10/5/10
AU	PROTECTIVE COVER	130282010	7/22/10	332898	9/24/2010
CA	PROTECTIVE COVER	136582	8/4/10	136582	5/27/2011
EM	PROTECTIVE COVER	17350510001	7/22/10	001 735 051	7/22/2010
CN	PROTECTIVE COVER	201030266490.2	8/9/10	ZL201030266490.2	5/18/2011
IN	PROTECTIVE COVER	230486	7/27/10	230486	1/20/2011
CA	IPAD SHIELDS AND SKINS	136927	8/31/10	136927	7/22/2011
EM	IPAD SHIELDS AND SKINS	1749193	9/1/10	001 749 193	10/26/2010
US	ANTENNA INSULATORS FOR MOBILE TELEPHONE EDGES; i4-Phone Fix	29367975	8/16/10	D656134	3/20/12
US	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	29378952	11/11/10	Pending	
AR	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	81927	1/10/11	81927	1/10/2011
AU	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	100592011	1/10/11	335249	2/24/2011
BR	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	DI71005382	1/10/11	Pending	
CA	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	138636	1/10/11	138,636	12/21/2011
CL	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	201154	1/10/11	Pending	
CN	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	201130006156.8	1/10/11	ZL201130006156.8	12/21/2011
EM	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	1253983	1/10/11	1253983	4/8/2011
HK	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	11000433	1/10/11	110043.3	1/10/2011
IN	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	233809	1/10/11	233809	1/10/2011

Country	Title	App. No.	Filing Date	Patent No./ Status	Issue Date
JP	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	3922011	1/11/11	1442569	4/27/2012
KR	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	20111047	1/10/11	624664	12/6/2011
MX	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	MXa2011000109	1/10/11	Allowed	
RU	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	2011500019	1/11/11	80776	1/16/2012
US	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	29379058	11/12/10	D659139	5/8/12
AR	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	81928	1/10/11	335268	2/25/2011
AU	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	100722011	1/10/11	335268	2/25/2011
BR	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	DI71005412	1/10/11	Pending	
CA	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	138637	1/10/11	138,637	12/21/2011
CL	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	201155	1/10/11	Pending	
CN	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	201130006155.3	1/10/11	ZL201130006155.3	1/4/2012
EM	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	1253876	1/10/11	12536876	1/10/2011
HK	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	11000458M	1/10/11	1100045.8M	1/10/2011

Country	Title	App. No.	Filing Date	Patent No./ Status	Issue Date
IN	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	233810	1/10/11	233810	1/10/2011
JP	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	3912011	1/11/11	1424165	9/2/2011
KR	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	20111048	1/10/11	624659	12/6/2011
MX	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	MXa20111000108	1/10/11	Allowed	
RU	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	2011500018	1/11/11	80776	1/16/2012
US	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	29379837	11/24/10	Pending	
AR	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	81929	1/10/11	81929	1/10/2011
AU	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	100462011	1/10/11	335286	2/25/2011
BR	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	DI71005374	1/10/11	Pending	
CA	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	138635	1/10/11	138,635	12/21/2011
CL	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	201156	1/10/11	Pending	

Country	Title	App. No.	Filing Date	Patent No./ Status	Issue Date
CN	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	201130006158.7	1/10/11	ZL201130006158.7	12/21/2011
EM	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	1253892	1/10/11	Pending	
HK	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	11000421	1/10/11	1100042.1	1/10/2011
IN	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	233811	1/10/11	233811	1/10/2011
RU	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	2011500014	1/11/11	80773	1/16/2012
US	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	29379839	11/24/10	D672352	12/11/12
AR	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	81930	1/10/11	81930	1/10/2011
AU	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	100762011	1/10/11	335239	2/23/2011
BR	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	DI71005420	1/10/11	Pending	

Country	Title	App. No.	Filing Date	Patent No./ Status	Issue Date
CA	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	138634	1/10/11	138,634	12/21/2011
CL	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	201157	1/10/11	Pending	
CN	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	201130006157.2	1/10/11	ZL201130006157.2	12/21/2011
EM	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	1253884	1/10/11	001253884-0001 and 001253884-0002	3/22/2011
HK	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	11000445	1/10/11	1100044.5	1/10/2011
IN	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	233812	1/10/11	233812	7/8/2010
RU	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	2011500017	1/11/11	80774	1/16/2012
US	ZAGGMATE WITH RECESSED EDGE	29379842	11/24/10	Pending	
US	KEYBOARD FOR PORTABLE ELECTRONIC DEVICE	29396010	6/23/11	D671541	11/27/12

Country	Title	App. No.	Filing Date	Patent No./ Status	Issue Date
US	KEYBOARD WITH A SLOT FOR HOLDING A PORTABLE ELECTRONIC DEVICE IN AN INCLINED OR UPRIGHT ORIENTATION RELATIVE TO THE KEYBOARD	29437202	11/14/12	Pending	
US	SUPPORT SLOT FOR KEYBOARD	29437381	11/15/12	Pending	
US	KEYBOARD	29396011	6/23/11	Pending	
US	SUPPORT STRUCTURE FOR A PORTABLE ELECTRONIC DEVICE	29396012	6/23/11	Pending	
US	PROTECTIVE COVER AND KEYBOARD FOR PORTABLE ELECTRONIC DEVICE	29396014	6/23/11	Pending	
US	KEYBOARD	29406093	11/9/11	Allowed	
US	SUPPORT FOR PORTABLE ELECTRONIC DEVICE	29406095	11/9/11	Allowed	
US	EARPHONES WIRES	29410489	1/9/12	Pending	
US	PERIMETER COVER FOR A PORTABLE ELECTRONIC DEVICE	29410529	1/9/12	Pending	
US	HEADSET CONFIGURED FOR CONNECTION TO ELECTRONIC DEVICE	29330227	12/31/08	D607875	1/12/10
US	PROTECTIVE MOBILE TELEPHONE CASE WITH MIRROR	29422469	5/21/12	Pending	
US	HOUSING OF A KEYBOARD FOR PORTABLE ELECTRONIC DEVICES	29432001	9/12/12	Pending	
US	PORTABLE WIRELESS LOUDSPEAKER WITH TILTABLE SUPPORT SURFACE	29425129	6/20/12	Pending	
US	KEYBOARD LAYOUT	29432005	9/12/12	Pending	
US	EARBUD	29435406	10/24/12	Pending	
US	PROTECTIVE FILMS FOR DRY APPLICATION TO PROTECTED SURFACES, INSTALLATION ASSEMBLIES AND KITS INCLUDING THE FILMS, DEVICES PROTECTED WITH THE FILMS, AND ASSOCIATED METHODS	13166745	6/22/11	Pending	
US	ZAGGmate Utility	12832845	7/8/10	Pending	

Country	Title	App. No.	Filing Date	Patent No./ Status	Issue Date
US	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE, SYSTEMS INCLUDING PROTECTIVE COVERS AND ASSOCIATED METHODS	12954841	11/26/10	Pending	
CN	SYSTEM AND APPARATUS FOR PROTECTING A MOBILE DEVICE	201180001096.8	8/11/11	Pending	
EP	SYSTEM AND APPARATUS FOR PROTECTING A MOBILE DEVICE	EP 11 733 987.9	7/27/11	Pending	
WO	SYSTEM AND APPARATUS FOR PROTECTING A MOBILE DEVICE	PCTUS1143450	7/8/11	Pending	
US	PROTECTIVE COVERING FOR AN ELECTRONIC DEVICE	13153619	6/6/11	Pending	
US	PROTECTIVE COVER FOR AN ELECTRONIC DEVICE	11681665	3/2/07	7957524	6/7/11
US	Reexamination Control No. 95000649	95000649	2/2/12	Pending	
US	DISPLAY PROTECTIVE FILM APPLICATION KIT	11394807	4/1/06	7389869	6/24/08
US	DISPLAY PROTECTIVE FILM APPLICATION KIT	12156879	6/4/08	7784610	8/31/10
US	PROTECTIVE FILM AND APPLICATION KIT AND METHOD	12856223	8/13/10	Pending	
US	ZAGGfolio	13532767	6/25/12	Pending	
US	ACCESSORY AND SUPPORT DEVICE FOR PORTABLE ELECTRONIC DEVICE, AND ASSOCIATED SYSTEMS AND METHODS	13532281	6/25/12	Pending	
WO	ACCESSORY AND SUPPORT DEVICE FOR PORTABLE ELECTRONIC DEVICES, AND ASSOCIATED SYSTEMS AND METHODS	PCTUS1244016	6/25/12	Pending	
US	SUPPORTS AND SUPPORT SYSTEMS FOR MOBILE COMPUTING DEVICES	13673833	11/9/12	Pending	
US	HEADSET WITH EARPHONES	12650976	12/31/09	Pending	
US	ON-DEMAND PRODUCTION OF PROTECTIVE FILM PRODUCTS	61586128	1/13/12	Provisional	
US	MOD BOX PORTABLE SPEAKER	61651640	5/25/12	Provisional	

Country	Title	App. No.	Filing Date	Patent No./ Status	Issue Date
US	DRY APPLY PROTECTIVE SYSTEMS AND METHODS	61625550	4/17/12	Provisional	
US	PROTECTIVE COVER FOR PORTABLE ELECTRONIC DEVICE, AND ACCESSORIES, SUPPORT DEVICES AND METHODS ASSOCIATED THEREWITH	61661283	6/18/12	Provisional	
US	WATERPROOF PROTECTIVE CASE FOR AN ELECTRONIC DEVICE	61662087	6/20/12	Provisional	
US	PROTECTIVE FILM FOR PORTABLE ELECTRONIC DEVICE, INSTALLATION AND ALIGNMENT TOOLS FOR PROTECTIVE FILMS, AND SYSTEMS AND METHODS ASSOCIATED THEREWITH	61661963	6/20/12	Provisional	
US	SMART PHONE GAME CONTROLLER	61661976	6/20/12	Provisional	
US	PROTECTIVE COVERING FOR AN ELECTRONIC DEVICE	13223713	9/1/11	Pending	
WO	PROTECTIVE COVERING FOR AN ELECTRONIC DEVICE	1-Sep-11	PCTUS201150216	Published	

SCHEDULE 1D

US Patent Applications and US Patents
Owned by ZAGG Intellectual Property Holding Co., Inc.

Title	App. No.	Filing Date	Patent No./ Status	Issue Date
CASE	29346780	11/5/09	D624532	9/28/10
CASE	29346781	11/5/09	D624908	10/5/10
CASE	29346782	11/5/09	D624909	10/5/10
ANTENNA INSULATORS FOR MOBILE TELEPHONE EDGES; i4-Phone Fix	29367975	8/16/10	D656134	3/20/12
PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	29378952	11/11/10	Pending	
PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	29379058	11/12/10	D659139	5/8/12
SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	29379837	11/24/10	Pending	
SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	29379839	11/24/10	D672352	12/11/12
ZAGGMATE WITH RECESSED EDGE	29379842	11/24/10	Pending	
KEYBOARD FOR PORTABLE ELECTRONIC DEVICE	29396010	6/23/11	D671541	11/27/12
KEYBOARD WITH A SLOT FOR HOLDING A PORTABLE ELECTRONIC DEVICE IN AN INCLINED OR UPRIGHT ORIENTATION RELATIVE TO THE KEYBOARD	29437202	11/14/12	Pending	
SUPPORT SLOT FOR KEYBOARD	29437381	11/15/12	Pending	
KEYBOARD	29396011	6/23/11	Pending	
SUPPORT STRUCTURE FOR A PORTABLE ELECTRONIC DEVICE	29396012	6/23/11	Pending	
PROTECTIVE COVER AND KEYBOARD FOR PORTABLE ELECTRONIC DEVICE	29396014	6/23/11	Pending	
KEYBOARD	29406093	11/9/11	Allowed	
SUPPORT FOR PORTABLE ELECTRONIC DEVICE	29406095	11/9/11	Allowed	
EARPHONES WIRES	29410489	1/9/12	Pending	
PERIMETER COVER FOR A PORTABLE ELECTRONIC DEVICE	29410529	1/9/12	Pending	
HEADSET CONFIGURED FOR CONNECTION TO ELECTRONIC DEVICE	29330227	12/31/08	D607875	1/12/10
PROTECTIVE MOBILE TELEPHONE CASE WITH MIRROR	29422469	5/21/12	Pending	
HOUSING OF A KEYBOARD FOR PORTABLE ELECTRONIC DEVICES	29432001	9/12/12	Pending	
PORTABLE WIRELESS LOUDSPEAKER WITH TILTABLE SUPPORT SURFACE	29425129	6/20/12	Pending	

Title	App. No.	Filing Date	Patent No./ Status	Issue Date
KEYBOARD LAYOUT	29432005	9/12/12	Pending	
EARBUD	29435406	10/24/12	Pending	
PROTECTIVE FILMS FOR DRY APPLICATION TO PROTECTED SURFACES, INSTALLATION ASSEMBLIES AND KITS INCLUDING THE FILMS, DEVICES PROTECTED WITH THE FILMS, AND ASSOCIATED METHODS	13166745	6/22/11	Pending	
ZAGGmate Utility	12832845	7/8/10	Pending	
PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE, SYSTEMS INCLUDING PROTECTIVE COVERS AND ASSOCIATED METHODS	12954841	11/26/10	Pending	
PROTECTIVE COVERING FOR AN ELECTRONIC DEVICE	13153619	6/6/11	Pending	
PROTECTIVE COVER FOR AN ELECTRONIC DEVICE	11681665	3/2/07	7957524	6/7/11
Reexamination Control No. 95000649	95000649	2/2/12	Reexam	
DISPLAY PROTECTIVE FILM APPLICATION KIT	11394807	4/1/06	7389869	6/24/08
DISPLAY PROTECTIVE FILM APPLICATION KIT	12156879	6/4/08	7784610	8/31/10
PROTECTIVE FILM AND APPLICATION KIT AND METHOD	12856223	8/13/10	Pending	
ZAGGfolio	13532767	6/25/12	Pending	
ACCESSORY AND SUPPORT DEVICE FOR PORTABLE ELECTRONIC DEVICE, AND ASSOCIATED SYSTEMS AND METHODS	13532281	6/25/12	Pending	
SUPPORTS AND SUPPORT SYSTEMS FOR MOBILE COMPUTING DEVICES	13673833	11/9/12	Pending	
HEADSET WITH EARPHONES	12650976	12/31/09	Pending	
ON-DEMAND PRODUCTION OF PROTECTIVE FILM PRODUCTS	61586128	1/13/12	Provisional	
MOD BOX PORTABLE SPEAKER	61651640	5/25/12	Provisional	
DRY APPLY PROTECTIVE SYSTEMS AND METHODS	61625550	4/17/12	Provisional	
PROTECTIVE COVER FOR PORTABLE ELECTRONIC DEVICE, AND ACCESSORIES, SUPPORT DEVICES AND METHODS ASSOCIATED THEREWITH	61661283	6/18/12	Provisional	
WATERPROOF PROTECTIVE CASE FOR AN ELECTRONIC DEVICE	61662087	6/20/12	Provisional	
PROTECTIVE FILM FOR PORTABLE ELECTRONIC DEVICE, INSTALLATION AND ALIGNMENT TOOLS FOR PROTECTIVE FILMS, AND SYSTEMS AND METHODS ASSOCIATED THEREWITH	61661963	6/20/12	Provisional	
SMART PHONE GAME CONTROLLER	61661976	6/20/12	Provisional	
PROTECTIVE COVERING FOR AN ELECTRONIC DEVICE	13223713	9/1/11	Pending	

Schedule 2
Owner Information

Exact Name: ZAGG Intellectual Property Holding Co., Inc.

Jurisdiction: Nevada

Type of Entity: Corporation

Chief Executive Office/Principal Place of Business:

3855 South 500 West, Suite J

Salt Lake City, UT 84115-4252

Organizational Identification No.: E0541982010-6

Inventory Locations:

None

Schedule 3

ZAGG Intellectual Property Holding Co., Inc. entered into an Asset Purchase Agreement with Virtuosity Products, LLC, a Utah limited liability company, on June 5, 2012.