

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Targus Group International, Inc.		01/20/2016	CORPORATION: DELAWARE
Oten Inc.		01/20/2016	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	N.A.: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4457455	AZRA	
Registration Number:	4114218	LEATHERSKIN	
Registration Number:	4260052	CHILL MAT	
Registration Number:	4302956	INOTEBOOK	
Registration Number:	4735534	PORT	
Registration Number:	4489486	SAFEPORT	
Registration Number:	3487310	SENA	
Registration Number:	4338920	SENA	
Registration Number:	4535920	SENA	
Registration Number:	4855965	TARGUS	
Registration Number:	4453811	VERSAVU	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-806-5763		
Email:	tm@stroock.com		
Correspondent Name:	Jeffrey M. Mann		

CH \$290.00 4457455

Address Line 1: 180 Maiden Lane, 38th Floor
Address Line 2: Stroock & Stroock & Lavan LLP
Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER: 526639/0014

NAME OF SUBMITTER: Jeffrey M. Mann

SIGNATURE: /jeffrey m. mann/

DATE SIGNED: 01/21/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of January 20, 2016 (as amended, restated or otherwise modified, this "Trademark Security Agreement Supplement"), by and among EACH OF THE UNDERSIGNED whether as an original signatory hereto or a Person who from time to time becomes an additional Grantor (each, a "Grantor" and collectively, "Grantors") and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as successor collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of May 24, 2011 (the "Pledge and Security Agreement"), by and among each of the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement Supplement in connection with certain trademark applications filed after the date of the Pledge and Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, pursuant to the terms of the Pledge and Security Agreement a security interest in all of such Grantor's right, title and interest in, to and under the following property of such Grantor (all of which being hereinafter collectively referred to as the "Trademark Collateral");

(a) the trademark registrations and trademark applications referred to on Schedule I hereto, provided, that, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, it being understood that upon submission and acceptance by the PTO or an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

(b) all extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(e) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

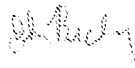
SECTION 3. Security Agreement; Intercreditor Agreement. The security interests and liens granted pursuant to this Trademark Security Agreement Supplement are granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and each 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 Intercreditor Agreements. In the event that any provision of this Trademark Security Agreement Supplement 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 Supplement and the Intercreditor Agreements, the Intercreditor Agreements shall govern.

SECTION 4. Applicable Law. This Trademark Security Agreement Supplement 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.

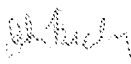
SECTION 5. Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

TARGUS GROUP INTERNATIONAL, INC.

By: 
Name: John Brecker
Title:


OTEN INC.

By: 
Name: John Brecker
Title:

[Signature Page to Trademark Security Agreement Supplement]

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Renee Kuhl
Title: Vice President

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 005713 FRAME: 0426

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

U.S. Trademarks and Trademark Registrations

Owner	Country	Mark	Status Date	Reg. No.	Status
OTEN INC.	United States	AZRA	12/31/2013	4,457,455	REGISTERED
OTEN INC.	United States	LEATHERSKIN	03/20/2012	4,114,218	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	CHILL MAT	12/18/2012	4,260,052	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	INOTEBOOK	03/12/2013	4,302,956	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	PORT	05/12/2015	4,735,534	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	SAFEPORT	02/25/2014	4,489,486	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	SENA	08/19/2008	3,487,310	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	SENA	05/21/2013	4,338,920	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	SENA	05/27/2014	4,535,920	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	TARGUS	11/17/2015	4,855,965	REGISTERED
TARGUS GROUP INTERNATIONAL, INC.	United States	VERSAVU	12/24/2013	4,453,811	REGISTERED