

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375800

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC.		03/03/2016	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	127 PUBLIC SQUARE
Internal Address:	ATTN: COMMERCIAL BANKING
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	85391305	ZAGGFOLIO
Serial Number:	85391019	ZAGGMATE
Serial Number:	85127327	INVISIBLE SHIELD
Serial Number:	85116623	ZAGG
Serial Number:	85111773	ZAGG
Serial Number:	85109344	ZAGG
Serial Number:	77148206	
Registration Number:	4096424	SHIELDZONE
Serial Number:	78777305	IFROGZ
Serial Number:	85087009	IFROGZ
Serial Number:	77869129	MYFROGZ
Serial Number:	77146689	ZAGG
Serial Number:	77096911	INVISIBLE SHIELD
Serial Number:	85478884	ZAGGKEYS
Serial Number:	85480072	FLEX
Serial Number:	85480247	ZAGGKEYS FLEX
Serial Number:	85490915	MILITARY GRADE

OP \$1115.00 85391305

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85491435	NANO-MEMORY TECHNOLOGY
Serial Number:	85087013	IFROGZ
Serial Number:	85095082	
Serial Number:	85087016	
Serial Number:	85494957	STICK IT TO YOUR DEVICE
Serial Number:	85095022	EARPOLLUTION
Serial Number:	77768243	EARPOLLUTION
Serial Number:	85130165	LUXE
Serial Number:	85623461	ZAGGSPARQ
Serial Number:	85556181	EARPOLLUTION
Serial Number:	85670303	360° SCREEN SECURITY
Serial Number:	85687979	ANIMATONE
Serial Number:	85762571	ORIGIN
Serial Number:	86120072	ZAGG
Serial Number:	86120110	
Serial Number:	86140898	YOUR BEST FIT
Serial Number:	86155454	TADPOLE
Serial Number:	86157971	RHYTHMIX
Serial Number:	86254698	CHEMISTRY
Serial Number:	86272714	EZ APPLY
Serial Number:	86341997	INVISIBLE SHIELD ONE
Serial Number:	86470056	FREEREIN
Serial Number:	86481757	CHROMATIX
Serial Number:	86481721	CARBIDE
Serial Number:	86622570	INVISIBLE SHIELD
Serial Number:	86739621	NOW CAM
Serial Number:	86871130	SAPPHIRE DEFENSE

CORRESPONDENCE DATA

Fax Number: 2165665800

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.

Phone: 2165665791

Email: JENNIFER.HARDY@THOMPSONHINE.COM

Correspondent Name: DAVID THOMAS, ESQ.

Address Line 1: 3900 KEY CENTER

Address Line 2: 127 PUBLIC SQUARE

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 066410.00169

NAME OF SUBMITTER:	DAVID THOMAS, ESQ.
SIGNATURE:	/David Thomas/
DATE SIGNED:	03/07/2016

Total Attachments: 28

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Subsidiary)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of the 3rd day of March, 2016 by ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC., a Nevada corporation (the “Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the “Administrative Agent”), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

ZAGG Inc, a Nevada corporation (together with its successors and assigns, the “Borrower”), is entering into that certain Credit and Security Agreement, dated as of March 3, 2016, with the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the “Lenders” and, individually, each a “Lender”) and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Credit Agreement”). The Pledgor desires that the Lenders grant to the Borrower the financial accommodations as described in the Credit Agreement.

The Pledgor, a subsidiary of the Borrower whose financing is provided by the Loans and Letters of Credit as each term is defined in the Credit Agreement, deems it to be in the direct pecuniary and business interests of the Pledgor that the Borrower obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Borrower by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications,

trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by the Borrower to the Administrative Agent, the Swing Line Lender, the Issuing Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of the Borrower or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees, payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company or the Pledgor pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

“Proceeds” means (a) proceeds, as that term is defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts. Proceeds include, without limitation, any Account arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance.

“Secured Obligations” means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements; provided

that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

4. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

4.1. The Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on the Pledgor.

5. Further Assignment Prohibited. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor’s obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Administrative Agent’s prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. The Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, and its employees and agents the right, upon prior reasonable notice to

Pledgor and during regular business hours, to visit any location of the Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at the Pledgor's expense, except that no such notice shall be required upon the occurrence of an Event of Default.

7. Standard Patent and Trademark Use. The Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

8.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.4. If an Event of Default shall occur, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the

Administrative Agent shall give the Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, attorneys' fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

10. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a material adverse effect on the Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon

demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 11, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

12. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

14. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof.

16. Modifications for New Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of the Pledgor.

17. Maximum Liability of the Pledgor and Rights of Contribution. It is the desire and intent of the Pledgor, the Administrative Agent and the Lenders that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable because of any applicable state or federal law relating to fraudulent conveyances or transfers, then anything in this Agreement or any other Loan Document to the contrary notwithstanding, in no event shall the amount of the Secured Obligations secured by this Agreement by the Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of the Pledgor from other affiliates of Borrower) would not render the rights to payment of the Administrative Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law. The Pledgor hereby agrees that, in connection with the payments made hereunder, the Pledgor shall have a right of contribution from other Credit Parties, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Secured Obligations have been irrevocably paid in full, and the Pledgor shall not exercise any such contribution rights until the Secured Obligations have been irrevocably paid in full.

18. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of this Agreement, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

19. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether

established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

23. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

24. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

25. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile signature, which, when so executed and delivered, shall be deemed to be an original.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the

State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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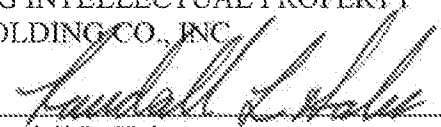
11954161.4

JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE BORROWER, THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 910 West Legacy Center Drive
Suite 500
Midvale, Utah 84047
Attention: Chief Financial Officer

ZAGG INTELLECTUAL PROPERTY
HOLDING CO., INC.

By: 
Randall L. Hales
President








Signature Page to
Intellectual Property Security Agreement







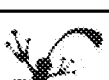
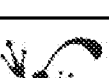

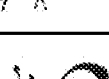

TRADEMARK
REEL: 005747 FRAME: 0036




SCHEDULE 1

See attached.

FOREIGN TRADEMARKS ACQUIRED FROM IFROGZ (2-23-2016)

ZAGG FILE NO.	MARK	COUNTRY	APP NO.	REG. NO.	STATUS
20-004.TM.ECT-A	EARPOLLUTION	Europe	9196262	9196262	Registered
20-004.TM.AR	EARPOLLUTION	Argentina	3061834	2494077	Registered
20-004.TM.CA	EARPOLLUTION	Canada	1511831	TMA878474	Registered
20-004.TM.CL-B	EARPOLLUTION	Chile	937241	931138	Registered
20-004.TM.ECT-B	EARPOLLUTION	Europe	9291915	9291915	Registered
20-004.TM.IN	EARPOLLUTION	India	2085342	n/a	Pending
20-004.TM.Int	EARPOLLUTION	International Reg.	1067272	1067272	Registered Designated Countries: Australia, Isreal, Japan, Norway, Russian Fed., Switzerland, Turkey
20-004.TM.MX	EARPOLLUTION	Mexico	1147824	1246320	Registered
20-004.TM.NZ	EARPOLLUTION	New Zealand	835859	835859	Registered
20-004.TM.KR	EARPOLLUTION	South Korea	40-2010-65561	40-931628	Registered
20-004.TM.TH	EARPOLLUTION	Thailand	793701	Kor375597	Registered
20-004.TM.VE	EARPOLLUTION	Venezuela	2011-001502	P-314054	Registered
20-005.TM.ECT		Europe	9292277	9292277	Registered
20-003.TM.CL		Chile	937236	931226	Registered
20-003.TM.CN		China	8644860	8644860	Registered
20-003.TM.ECT		Europe	9291832	9291832	Registered
20-003.TM.Int		International Reg.	1066131	1066131	Registered Designated Countries: Australia, Israel, Norway, Russian Fed., Switzerland, Turkey
20-003.TM.MX		Mexico	1147822	1249004	Registered
20-003.TM.NZ		New Zealand	835858	835858	Registered
20-001.TM.AR	IFROGZ	Argentina	3061831		Registered
20-001.TM.BR	IFROGZ	Brazil	830917594	830.917.594	Registered
20-001.TM.CA	IFROGZ	Canada	1511834	TMA871067	Registered
20-001.TM.CA-B	IFROGZ	Canada	1294867	TMA725910	Registered
20-001.TM.CL-A	IFROGZ	Chile	937237	931225	Registered
20-001.TM.CL-B	IFROGZ	Chile	937239	947874	Registered
20-001.TM.CN-A	IFROGZ	China	8523209	8523209	Registered
20-001.TM.CN-B	IFROGZ	China	5416301	5416301	Registered 6/7/2009
20-001.TM.ECT	IFROGZ	Europe	9274671	9274671	Registered
20-001.TM.ECT2	IFROGZ	Europe	5008487	5008487	Registered
20-001.TM.IN	IFROGZ	India	2085340	n/a	Pending

ZAGG FILE NO.	MARK	COUNTRY	APP NO.	REG. NO.	STATUS
20-001.TM.Int	IFROGZ	International Reg.	1067284	1067284	Registered Designated Countries: Australia, Isreal, Norway, Russian Fed., Switzerland, Turkey.
20-001.TM.JP-B	IFROGZ	Japan	2006-051867	5018172	Registered
20-001.TM.MX	IFROGZ	Mexico	1147819	1246319	Registered
20-001.TM.NZ	IFROGZ	New Zealand	835856	835856	Registered
20-001.TM.TH	IFROGZ	Thailand	793698	Kor374889	Registered
20-001.TM.VE	IFROGZ	Venezuela	2011-000675	n/a	Pending
20-006.TM.CN		China	8523208	8523208	Registered
20-006.TM.ECT		Europe	9274754	9274754	Registered
20-006.TM.KR		South Korea	40-2010-65557	40-931587	Registered
20-002.TM.AR		Argentina	3061832	2494075	Registered
20-002.TM.CA		Canada	1511833	TMA873,518	Registered
20-002.TM.CL		Chile	937238	931224	Registered
20-002.TM.CN		China	8523207	8523207	Registered
20-002.TM.EU		Europe	9274853	9274853	Registered
20-002.TM.IN		India	2085341	n/a	Pending
20-002.TM.Int		International Reg.	1066905	1066905	Registered Designated Countries: Australia, Isreal, Japan, Norway, Russian Fed., Switzerland, Turkey
20-002.TM.MX		Mexico	1147820	1249003	Registered

ZAGG FILE NO.	MARK	COUNTRY	APP NO.	REG. NO.	STATUS
20-002.TM.NZ		New Zealand	835857	835857	Registered
20-002.TM.KR		South Korea	40-2010-65558	40-931604	Registered
20-002.TM.TH		Thailand	793699	Kor380053	Registered
20-008.TM.CN	LUXE	China	8749848	8749848	Registered




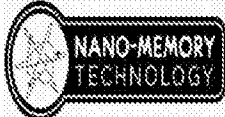



ZAGG Foreign Trademark Status Report (2-23-2016)


ZAGG File No.	Country	Mark	Status	Application Number	Reg. Number
10-003.TM	Europe	ZAGGFOLIO	Registered	10609865	10609865
10-005.TM.ECT	Europe	ZAGGMATE	Registered	10609782	10609782
10-012.TM.AU	Australia	ZAGG	Registered	1070970	1419687
10-012.TM.CA	Canada	ZAGG	Registered	1515743	861654
10-012.TM.HK	Hong Kong	ZAGG	Registered	301835767	301835767
10-012.TM.IN	India	ZAGG	Registered	2101359	2101359
10-012.TM.MX	Mexico	ZAGG	Registered	1155834	1230111
10-012.TM. Int	Madrid Protocol	ZAGG	Registered	1070970	1070970
10-012.TM.CN	China	ZAGG	Registered	1070970	1070970
10-012.TM.ECT	Europe	ZAGG	Registered	1070970	1070970
10-014.TM.PH	Philippines		Registered	40-2013-004577	4/2013/004577
10-016.TM.BR-A	Brazil	ZAGG (in Class 9)	Pending	904664821	n/a
10-016.TM.BR-B	Brazil	ZAGG (in Class 16)	Pending	904664856	n/a
10-016.TM.CA	Canada	ZAGG	Registered	1365836	TMA837165
10-016.TM.ECT	Europe	ZAGG	Registered	6328215	6328215
10-016.TM.AU	Australia	ZAGG	Registered	1266121	1266121
10-016.TM.CN	China	ZAGG	Registered	7444833	7444833
10-016.TM.HK	Hong Kong	ZAGG	Registered	301217754	301217754
10-016.TM.ID	Indonesia	ZAGG (stylized)	Pending	D00 2012 046119	n/a
10-016.TM.IN	India	ZAGG	Registered	1742932	1742932
10-016.TM.JP	Japan	ZAGG	Registered	83759/2008	5234734
10-016.TM.KR	South Kora	ZAGG	Registered	40-2008-0048050	40-0825850
10-016.TM.MX	Mexico	ZAGG	Registered	1967076	1098228
10-017.TM.CO	Colombia	INVISIBLE SHIELD	Registered	10-036425	413209
10-017.TM.CA	Canada	INVISIBLE SHIELD	Registered	1483853	TMA801915
10-017.TM.PH	Philippines	INVISIBLE SHIELD	Registered	4-2013-004576	4/2013/004576
10-031.TM.BR	Brazil		Pending	904664686	904664686
10-031.TM.ECT	Europe		Registered	8492051	8492051
10-031.TM.IN	India		Registered	1886059	1886059
10-048.TM.MX	Mexico	ZAGG	Pending	1479893	n/a

Trademarks owned by ZAGG Intellectual Property Holding Co., Inc.

ZAGG File No.	Country	Mark	Status	Application Number	Reg. Number
10-055.TM.MX	Mexico	ifrogz (modern stylization)	Pending	1479895	n/a
10-058.TM.CN	China	ZAGG (keyboards)	Pending	14727903	n/a
10-063.TM.CN	China	自格	Pending	16957364	n/a
10-067.TM.ECT	Europe	IGNITION	Pending	14692453	n/a

ZAGG US Trademark Report (2-23-2016)

Country	Mark	Status	App. No.	Reg. Number
U.S.	ZAGGFOLIO	Registered	85/391305	4128444
U.S.	ZAGGMATE	Registered	85/391019	4128442
U.S.	INVISIBLE SHIELD	Registered	85/127327	4140986
U.S.	ZAGG	Registered	85/116623	4137585
U.S.		Registered	85/111773	4264984
U.S.	ZAGG	Registered	85/109344	4258130
U.S.		Registered	77/148206	3923393
U.S.	SHIELD ZONE	Registered		4096424
U.S.	IFROGZ	Registered	78/777305	3309320
U.S.	IFROGZ	Registered	85/087009	4122465
U.S.	MYFROGZ	Registered	77/869129	3813731
U.S.	ZAGG	Registered	77/146689	3838237
U.S.	INVISIBLE SHIELD	Registered	77/096911	3825458
U.S.	ZAGGKEYS	Registered	85/478884	4193647
U.S.	FLEX	Registered	85/480072	4193657
U.S.	ZAGGKEYS FLEX	Registered	85/480247	4193661
U.S.		Registered	85/490915	4197512
U.S.		Registered	85/491435	4197517
U.S.		Registered	85/087013	4126192
U.S.		Registered	85/095082	4139738
U.S.		Registered	85/087016	4122466
U.S.	STICK IT TO YOUR DEVICE	Registered	85/494957	4203749
U.S.	EARPOLLUTION	Registered	85/095022	4122478
U.S.	EARPOLLUTION	Registered	77/768243	3744404

Country	Mark	Status	App. No.	Reg. Number
U.S.	LUXE	Registered	85/130165	4129356
U.S.	ZAGGSPARQ	Registered	85/623461	4217970
U.S.		Registered	85/556181	4267232
U.S.		Registered	85/670303	4304647
U.S.	ANIMATONE	Registered	85/687979	4544086
U.S.	ORIGIN	Registered	85/762571	4615816
U.S.		Registered	86/120072	4634052
U.S.		Registered	86/120110	4638390
U.S.	YOUR BEST FIT	Registered	86/140898	4650388
U.S.	TADPOLE	Registered	86/155454	4590400
U.S.	RHYTHMIX	Registered	86/157971	4693321
U.S.	CHEMISTRY	Registered	86/254698	4641117
U.S.	EZ APPLY	Registered	86/272714	4701409
U.S.	INVISIBLE SHIELD ONE	Registered	86/341997	4693542
U.S.	FREEREIN	Registered	86/470056	4781492
U.S.	Chromatix	Registered	86/481757	4819831
U.S.	Carbide	Registered	86/481721	4819830
U.S.	Invisible Shield	Pending	86/622570	n/a
U.S.	NOW CAM	Pending	86/739621	n/a
U.S.	SAPPHIRE DEFENSE	Pending	86/871130	n/a

Patent Status Report 1 (2-23-2016)					
Matter ID	Region	Title	Status	Application Number	Patent Number
3651-001	US	Combined Cover, Keyboard and Stand for Tablet Computer with Reversible Connection for Keyboard and Reading Configuration (Peach)	Issued	13/896,900	8,599,542
3651-002.DES	US	Keyboard Cover and Tablet Stand	Issued	29/457,037	D701,215
3651-003.DES	US	Keyboard	Issued	29/457,038	D727,324
3651-005	US	Keyboard and Folio with Size Adjustment for Tablet Computer	Issued	14/085,229	8,837,131
3651-006	US	Reversible Folio for Tablet Computer with Reversible Connection for Keyboard and Reading Configuration	Issued	14/146,438	8,817,457
3651-006.CON	US	Reversible Folio for Tablet Computer with Reversible Connection for Keyboard and Reading Configuration	Issued	14/335,617	9,036,340
3651-006.PCT	PCT	Reversible Folio for Tablet Computer with Reversible Connection for Keyboard and Reading Configuration	pending	PCT/US14/50552	
3651-006.PCT.CA	Canada	Reversible Folio for Tablet Computer with Reversible Connection for Keyboard and Reading Configuration	pending	2887588	
3651-006.PCT.EP	Europe	Reversible Folio for Tablet Computer with Reversible Connection for Keyboard and Reading Configuration	pending	14870561.8	
3651-014.DES	US	Mini Wireless Speaker (Tadpole)	Issued	29/481,182	D733,683

Matter ID	Region	Title	Status	Application Number	Patent Number
3651-016.DES	US	Mini Wireless Speaker (Tadpole2)	Issued	29/481,183	D733,096
3651-030	US	Foldable Keyboard	Issued	14/330,948	8,917,499
3651-033.NP	US	Portable Wireless Charging Device	pending	14/802,691	
3651-034.NP	US	In-Line Cord Management and Clip System	pending	14/812,761	
3651-034.CIP	US	Flexible Magnetic Clip for Wireless Earbuds	pending	14/940,943	
3651-035	US	Combined Wireless Speaker and Video Recorder	Pending	14/838,810	
3651-035.DES	US	Combined Wireless Speaker and Video Recorder	pending	29/537,812	
3651-035.CON	US	Wireless Speaker and Digital Camera	pending	14/991,390	
3651-048	US	Auxiliary Speaker and Microphone System for Cellular Phone	Issued	14/660,706	9,055,156
3651-050.DES	US	Stylus	Pending	29/520,339	
3651-051	US	Supplemental, Rechargeable Battery with Strap for Securing Power Cord	Issued	14/660,798	9,112,368
3651-052.PROV	US	Keyboard with Pivotal Slot	Pending	62/134,469	
3651-055.PROV	US	Wireless Power Transmitter, Charging Dock, Light, and Speaker System	pending	62/180,540	

Patents owned by ZAGG Intellectual Property Holding Co., Inc.

Matter ID	Region	Title	Status	Application Number	Patent Number
3651-062.PROV	US	Dock	pending	62/275,165	
3651-063.PROV	US	Mobile Charging Station	pending	62/275,451	
3651-064.PROV	US	Folio with Kickstand	pending	62/275,156	
3651-085.DES	US	Tablet Computer Case	Issued	29/405,037	D679,277
3651-085.DES.CON7	US	Tablet Computer Case	Pending	29/464,691	
3651-085.DES2	US	Tablet Computer Case	Issued	29/405,127	D676,449
3651-085.DES3	US	Tablet Computer Case	Issued	29/425,497	D714,790
3651-085.NP2	US	Tablet Computer Case and Associated Methods	Issued	13/097,143	8,467,183
3651-085.NP2.CIP	US	Tablet Computer Case and Associated Methods	Issued	13/283,357	8,467,179
3651-085.NP2.CIP.CON4	US	Tablet Computer Case and Associated Methods	Issued	14/188,580	9,055,796
3651-085.NP2.CIP.CON5	US	Tablet Computer Case and Associated Methods	pending	14/740,994	
3651-085.NP3	US	Tablet Computer Case and Associated Methods	Issued	13/283,005	8,472,186
3651-085.NP4	US	Tablet Computer Case and Associated Methods	Issued	13/283,067	8,467,185

Patents owned by ZAGG Intellectual Property Holding Co., Inc.

Matter ID	Region	Title	Status	Application Number	Patent Number
3651-085.NP5	US	Tablet Computer Case and Associated Methods	Issued	13/283,112	8,467,178
3651-085.NP6	US	Tablet Computer Case and Associated Methods	Issued	13/238,148	8,472,177

Patent Status Report 2 (2-23-2016)

Matter ID	REGION	TITLE	STATUS	APPLICATION No.	PATENT or REGISTRATION No.
26613-2000CA01	CA	PROTECTIVE COVER	Issued	136582	136582
26613-2000IN01	IN	FRONT COVER FOR A MOBILE PHONE	Issued	230486	230486
26613-2001CA01	CA	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	Issued	136927	136927
26613-2001US01	US	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	Issued	29368577	D676031
26613-2003US01	US	ANTENNA INSULATORS FOR MOBILE TELEPHONE EDGES; i4-Phone Fix	Issued	29367975	D656134
26613-2008CA01	CA	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	Issued	138636	138636
26613-2008EP01	EM	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	Issued	0012539830001	001253983-0001
26613-2008EP02	EM	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	Issued	0012539830002	001253983-0002
26613-2008IN01	IN	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	Issued	233809	233809
26613-2008MX01	MX	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	Issued	MXF11000109	36245
26613-2009CA01	CA	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	Issued	138637	138637
26613-2009EP01	EM	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	Issued	0012538760001	001253876-0001
26613-2009EP02	EM	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	Issued	0012538760002	001253876-0002
26613-2009EP03	EM	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	Issued	0012538760003	001253876-0003
26613-2009IN01	IN	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE	Issued	233810	233810
26613-2009MX01	MX	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	Issued	MXF11000108	36244
26613-2009US01	US	PROTECTIVE COVER, INCLUDING KEYBOARD, FOR A MOBILE COMPUTING DEVICE	Issued	29379058	D659139
26613-2010CA01	CA	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	Issued	138635	138635
26613-2010EP01	EM	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (Stand for ZAGGmate)	Issued	0012538920001	001253892-0001
26613-2010IN01	IN	ARTICLE FOR SUPPORTING A MOBILE COMPUTING DEVICE	Issued	233811	233811

Matter ID	REGION	TITLE	STATUS	APPLICATION No.	PATENT or REGISTRATION No.
26613-2011CA01	CA	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	Issued	138634	138634
26613-2011EP01	EM	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	Issued	0012538840001	001253884-0001
26613-2011EP02	EM	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	Issued	0012538840002	001253884-0002
26613-2011IN01	IN	ARTICLE FOR SUPPORTING A MOBILE COMPUTING DEVICE	Issued	233812	233812
26613-2011US01	US	SUPPORT ELEMENT OF A PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE (STAND FOR ZAGGMATE WITH KEYBOARD)	Issued	29379839	D672352
26613-2013US01	US	KEYBOARD FOR PORTABLE ELECTRONIC DEVICE	Issued	29396010	D671541
26613-2013US11	US	KEYBOARD WITH A SLOT FOR SUPPORTING A PORTABLE ELECTRONIC DEVICE	Issued	29437202	D692015
26613-2013US12	US	ELEMENT OF A KEYBOARD FOR SUPPORTING A PORTABLE ELECTRONIC DEVICE IN AN INCLINED OR AT LEAST PARTIALLY UPRIGHT ORIENTATION RELATIVE TO THE KEYBOARD	Issued	29437381	D691999
26613-2014US01	US	KEYBOARD	Issued	29396011	D682274
26613-2015US01	US	SUPPORT STRUCTURE FOR A PORTABLE ELECTRONIC DEVICE	Issued	29396012	D678885
26613-2015US11	US	SUPPORT STRUCTURE FOR A PORTABLE ELECTRONIC DEVICE	Issued	29450969	D701214
26613-2019US01	US	PORTABLE KEYBOARD	Issued	29406093	D673574
26613-2019US11	US	PORTABLE KEYBOARD	Issued	29440966	D750094
26613-2020US01	US	SUPPORT FOR PORTABLE ELECTRONIC DEVICE	Issued	29406095	D676853
26613-2023US01	US	PERIMETER COVER FOR A PORTABLE ELECTRONIC DEVICE	Issued	29410529	D705206
26613-2024US01	US	HEADSET CONFIGURED FOR CONNECTION TO ELECTRONIC DEVICE	Issued	29330227	D607875
26613-2026US01	US	PROTECTIVE MOBILE TELEPHONE CASE	Issued	29422469	D681620
26613-2028US01	US	HOUSING OF A KEYBOARD FOR PORTABLE ELECTRONIC DEVICES	Issued	29432001	D692014
26613-2033US01	US	KEYBOARD	Issued	29432005	D700188
26613-2034US01	US	EARBUD	Issued	29435406	D687418
26613-2035US01	US	KEY LAYOUT FOR A KEYBOARD	Issued	29480388	D740831

Patents owned by ZAGG Intellectual Property Holding Co., Inc.

Matter ID	REGION	TITLE	STATUS	APPLICATION No.	PATENT or REGISTRATION No.
26613-2036US11	US	ASSEMBLY FOR APPLYING A PROTECTIVE FILM TO AN ELECTRONIC DEVICE	Issued	29493052	D746265
26613-3000USU1	US	PROTECTIVE FILMS FOR DRY APPLICATION TO PROTECTED SURFACES, INSTALLATION ASSEMBLIES AND KITS INCLUDING THE FILMS, DEVICES PROTECTED WITH THE FILMS, AND ASSOCIATED METHODS	Pending	13166745	n/a
26613-3002US11	US	PROTECTIVE COVER FOR A MOBILE COMPUTING DEVICE, SYSTEMS INCLUDING PROTECTIVE COVERS AND ASSOCIATED METHODS	Pending	12954841	n/a
26613-3002US11C1	US	KEYBOARD WITH SLOT FOR ORIENTING A TABLET COMPUTER DURING USE AND TABLET COMPUTING SYSTEMS	Pending	14163959	n/a
26613-3004USC1	US	PROTECTIVE COVERING FOR AN ELECTRONIC DEVICE	Pending	13153619	n/a
26613-3004USU1	US	PROTECTIVE COVER FOR AN ELECTRONIC DEVICE	Issued	11681665	7957524
26613-3005US01	US	DISPLAY PROTECTIVE FILM APPLICATION KIT	Issued	11394807	7389869
26613-3005US11	US	PROTECTIVE FILM APPLICATION KIT AND METHOD	Issued	12156879	7784610
26613-3005US12	US	ELECTRONIC DEVICE PROTECTIVE FILM APPLICATION KIT AND METHOD	Issued	12856223	8567596
26613-3007USU1	US	PROTECTIVE DEVICES AND SYSTEMS FOR PORTABLE ELECTRONIC DEVICES AND ASSOCIATED METHODS	Pending	13532767	n/a
26613-3008USU1	US	ACCESSORY AND SUPPORT DEVICE FOR PORTABLE ELECTRONIC DEVICE, AND ASSOCIATED SYSTEMS AND METHODS	Issued	13532281	9218024
26613-3009USU1	US	MULTI-FUNCTIONAL PROTECTIVE COVER FOR A COMPUTING ACCESSORY AND SUPPORT ACCESSORY FOR A PORTABLE ELECTRONIC DEVICE, AND METHODS AND SYSTEMS RELATING THERETO	Issued	13673833	9227763
26613-3015USU1	US	ON-DEMAND PRODUCTION OF ELECTRONIC DEVICE ACCESSORIES	Pending	13741331	n/a
26613-3015WOCA	CA	ON-DEMAND PRODUCTION OF ELECTRONIC DEVICE ACCESSORIES	Pending	2844739	n/a

Patents owned by ZAGG Intellectual Property Holding Co., Inc.

Matter ID	REGION	TITLE	STATUS	APPLICATION No.	PATENT or REGISTRATION No.
26613-3015WOEP	EP	ON-DEMAND PRODUCTION OF ELECTRONIC DEVICE ACCESSORIES	Pending	137361689	n/a
26613-3017USU1	US	MODULAR SPEAKER SYSTEM, COMPONENTS OF A MODULAR SPEAKER SYSTEM, AND METHODS OF USING THE SAME	Pending	13903701	n/a
26613-3019USI1	US	DRY APPLY PROTECTIVE SYSTEMS AND METHODS	Pending	13865175	n/a
26613-3019USI2	US	[[PRIORITIZED]] SYSTEMS FOR SECURING PROTECTIVE FILMS TO SURFACES OF SUBSTRATES	Pending	14750370	n/a
26613-3022USU1	US	PROTECTIVE COVER FOR PORTABLE ELECTRONIC DEVICE AND ASSOCIATED SYSTEMS AND METHODS	Pending	13920439	n/a
26613-3025USU1	US	GAMING ACCESSORY FOR A PORTABLE ELECTRONIC DEVICE, GAMING SYSTEMS AND METHODS	Pending	13922384	n/a
26613-3025WOUS	US	GAMING ACCESSORY FOR A PORTABLE ELECTRONIC DEVICE, GAMING SYSTEMS AND METHODS	Pending	13983004	n/a
26613-3026USC1	US	PROTECTIVE FILMS FOR ELECTRONIC DEVICES	Pending	14878451	n/a
26613-3026USU1	US	PROTECTIVE COVERING FOR AN ELECTRONIC DEVICE	Pending	13223713	n/a

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF MARCH 3, 2016, EXECUTED BY ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC., A NEVADA CORPORATION (THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, ZAGG INTELLECTUAL PROPERTY HOLDING CO., INC., a Nevada corporation (the "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of March 3, 2016 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association, as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the "Administrative Agent"), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Administrative Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on March 3, 2016.

ZAGG INTELLECTUAL PROPERTY
HOLDING CO., INC.

By: _____
Name: _____
Title: _____