

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380800

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Declaration of Foreclosure		
<b>RESUBMIT DOCUMENT ID:</b>	900356789		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oten Inc.		02/03/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Targus International LLC		
<b>Street Address:</b>	1211 North Miller Street		
<b>City:</b>	Anaheim		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92806		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4457455	AZRA	
<b>Registration Number:</b>	4114218	LEATHERSKIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032202480		
<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>			
<b>Phone:</b>	(503) 294-9656		
<b>Email:</b>	TM-PDX@STOEL.COM, pphartigan@stoel.com		
<b>Correspondent Name:</b>	Gary W. Glisson/Stoel Rives LLP		
<b>Address Line 1:</b>	900 SW Fifth Avenue, Suite 2600		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	52253-566		
<b>NAME OF SUBMITTER:</b>	Patrick P. Hartigan, SR Paralegal		
<b>SIGNATURE:</b>	/Patrick P. Hartigan/		
<b>DATE SIGNED:</b>	04/15/2016		
<b>Total Attachments: 34</b>			
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**Declaration under 37 C.F.R. § 2.20  
Relating to Foreclosure and Assignment of Trademarks**

1. On behalf of Targus International LLC as the new trademark owner and assignee, I Sharon S. Abbott, in my capacity as its Senior Vice President and Secretary, make this declaration based on my personal knowledge, my information and belief and/or my review of certain corporate records and documents relating to the facts herein.
2. Targus Group International, Inc., a Delaware corporation (“**TGII**”), Targus Group Holdings, Inc., a Delaware corporation (“**TGHI**”), certain subsidiaries of TGII as “Guarantors” thereunder (together with TGHI, the “**Guarantors**”), the financial institutions and other entities party thereto as “Lenders” thereunder (the “**Secured Lenders**”), the “Administrative Agent” party thereto and the “Collateral Agent” party thereto solely in its capacity as collateral agent for the Secured Lenders (the “**Former Collateral Agent**”), entered into that certain Credit and Guaranty Agreement, dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Capitalized terms used in this Declaration without definitions shall have the meanings ascribed to such terms in the Credit Agreement
3. Pursuant to the terms of the Credit Agreement, TGII, the Guarantors and the Former Collateral Agent entered into that certain Pledge and Security Agreement, dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which, among other things, each of TGII and each of the Guarantors (each, a “**Grantor**”) granted to the Former Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under certain assets and properties of such Grantor defined as “Collateral” thereunder (the “**Collateral**”) including, without limitation, the trademarks listed as part of Schedule 4.7 to the Pledge and Security Agreement (as such schedule was amended or supplemented from time to time), such trademarks of which are listed in Schedule I attached hereto, and all rights to sue for past, present and future infringements thereof and any and all of the goodwill of the business connected with the use of and symbolized by the foregoing (collectively, the “**Trademark Collateral**”) as collateral security for all of the “Secured Obligations” defined therein (the “**Obligations**”).
4. Wilmington Trust, National Association (the “**Collateral Agent**”) and the Former Collateral Agent entered into that certain Successor Agent Agreement, dated as of March 6, 2015, pursuant to which the Collateral Agent assumed, among other things, the Former Collateral Agent’s rights and obligations under the Pledge and Security Agreement.
5. There was a default in the Obligations under the Credit Agreement.
6. The Collateral Agent, acting at the direction of the Requisite Lenders and pursuant to the rights, powers and remedies provided to the Collateral Agent under the Credit Agreement, the other Credit Documents and Section 9-610 of the Uniform Commercial Code as in effect in the State of New York and any other applicable jurisdiction (the “**UCC**”), held a public sale of all of TGII’s and certain of its subsidiaries’ (including Oten, Inc.) (collectively, the “**Companies**”)

right, title and interest in, to and under certain of the Collateral (the “**Acquired Assets**”), in accordance with the Collateral Documents and Part 6 of Article 9 of the UCC (the “**Foreclosure Sale**”), on February 1, 2016;

7. The Collateral Agent, on behalf of the Secured Lenders and acting at the direction of the Requisite Lenders, submitted a bid at the Foreclosure Sale to acquire all of the Acquired Assets, which bid consisted of a credit bid of indebtedness owed by the Companies to the Secured Lenders under the Credit Documents (the “**Credit Bid**”);

8. As a result of the Credit Bid being the winning offer at the Foreclosure Sale, the Collateral Agent, on behalf of the Secured Lenders and acting at the direction of the Requisite Lenders, acquired on February 3, 2016, (the “**Foreclosure Acquisition**”) all of the Companies’ right, title and interest in, to and under the Acquired Assets pursuant to a bill of sale (the “**Foreclosure Bill of Sale**”), together with that certain “**Agreement of the Companies**” attached thereto as Exhibit A, both of which are dated as of February 3, 2016, and true and correct copies of which are attached hereto as Exhibit A and Exhibit A-1, respectively. In the Agreement of the Companies, the Companies acknowledged that they had defaulted under the Credit Agreement and the Companies further consented to a transfer of the Acquired Assets, including the Trademark Collateral, to the Collateral Agent, acting solely for the benefit of the Secured Lenders pursuant to the Foreclosure Bill of Sale.

9. Immediately after, but contemporaneously with, the closing of the Foreclosure Acquisition on February 3, 2016, the Collateral Agent sold and assigned the Acquired Assets (including the Trademark Collateral) to certain purchasers (each, a “**Purchaser**”) and all Purchasers simultaneously contributed and assigned to Targus International LLC, a Delaware limited liability company (“**Assignee**”) all of their right, title and interest in, to and under the Trademark Collateral as part of the Acquired Assets pursuant to bills of sale for each Purchaser (the “**Sale Transaction**”).


10. As a result of the above transactions, including the Sale Transaction, the Trademark Collateral originally owned by the Companies together with all rights described in the Foreclosure Bill of Sale, including, *inter alia*, the right to sue for past, present and future infringements thereof and any and all of the goodwill of the business connected with the use of and symbolized by the Trademark Collateral was irrevocably and unconditionally conveyed, transferred, assigned, and delivered to Assignee with no interest remaining with the Companies or the Collateral Agent.

11. On behalf of Assignee, I further declare that all statements made of my own knowledge are true and that all statements made on information and belief are believed true; that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code; and that such willful false statements may jeopardize the validity of this document.

IN WITNESS WHEREOF, Assignee has executed this Declaration of Foreclosure and Assignment, executed as of the date set forth below.

**ASSIGNEE:**

**TARGUS INTERNATIONAL LLC, a  
Delaware limited liability company**

By:   
Name: Sharon S. Abbott  
Title: SVP and Secretary  
Date: 02/26/2014

Acknowledged and Agreed:

**COMPANIES as assignors:**

**TARGUS GROUP INTERNATIONAL, INC.  
OTEN INC.**

By: \_\_\_\_\_  
Name: John Brecker  
Title: President  
Date:

IN WITNESS WHEREOF, Assignee has executed this Declaration of Foreclosure and Assignment, executed as of the date set forth below.

**ASSIGNEE:**

**TARGUS INTERNATIONAL LLC, a  
Delaware limited liability company**

By: \_\_\_\_\_

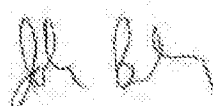
Name: Sharoa S. Abbott  
Title: SVP and Secretary  
Date:

Acknowledged and Agreed:

**COMPANIES as assignors:**

**TARGUS GROUP INTERNATIONAL, INC.  
OTEN INC.**

By: \_\_\_\_\_

  
Name: John Brecker  
Title: President  
Date:

*Signature page to Acknowledgement of Assignment*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

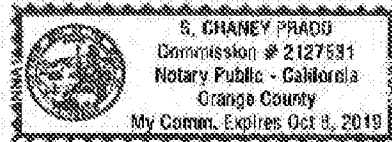
On February 26, 2016 before me, S. Chaney Prado, Notary Public  
(insert name and title of the officer)

personally appeared Sharon S. Abbott  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature S Chaney Prado (Seal)



NEW YORK 'ALL-PURPOSE' ACKNOWLEDGMENT

REAL PROPERTY LAW §309-a

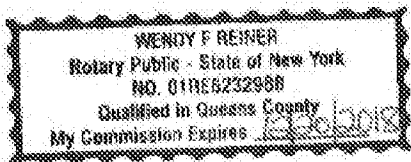
State of New York }  
County of New York } ss.

On the 7th day of March in the  
year 2016 before me, the undersigned,

a Notary Public in and for said state, personally  
appeared John R. Brecker  
Name of Signer

(and ~~\_\_\_\_\_~~  
Name of Additional Signer, if Any)

personally known to me or proved to me on the  
basis of satisfactory evidence to be the  
individual~~s~~ whose name~~s~~ is ~~(are)~~ subscribed  
to the within instrument and acknowledged to  
me that he~~she/they~~ executed the same in  
his~~her/their~~ capacity~~(ies)~~, and that by  
his~~her/their~~ signature~~s~~ on the instrument, the  
individual~~s~~, or the person upon behalf of which  
the individual~~s~~ acted, executed the instrument.



Wendy F. Reiner  
Signature of Notary Public

*Please Make Sure Seal and/or Stamp Always*

OPTIONAL

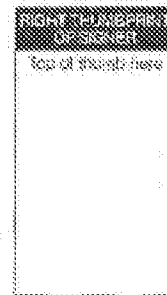
*Though the information in this section is not required by law, it may prove valuable to persons  
relying on the document and could prevent fraudulent removal and reattachment of this form  
to another document.*

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_





**SCHEDULE I  
TO  
DECLARATION OF FORECLOSURE**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**US TRADEMARKS**

<b>COUNTRY</b>	<b>OWNER</b>	<b>MARK</b>	<b>STATUS</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>	<b>APPLICATION NO.</b>	<b>DATE FILED</b>
United States of America	OTEN, INC.	AZRA	Registered	4457455	Dec 31, 2013	85/738,247	Sep 25, 2012
United States of America	OTEN, INC.	LEATHERSKIN	Registered	4114218	Mar 20, 2012	85/346,270	Jun 14, 2011
United States of America	TARGUS GROUP INTERNATIONAL, INC.	CHILL MAT	Registered	4260052	Dec 18, 2012	85/392,660	Aug 8, 2011
United States of America	TARGUS GROUP INTERNATIONAL, INC.	CITYGEAR	Registered	3002799	Sep 27, 2005	78/351,168	Jan 13, 2004
United States of America	TARGUS GROUP INTERNATIONAL, INC.	DEFCON	Registered	2349241	May 16, 2000	75/347,069	Aug 26, 1997
United States of America	TARGUS GROUP INTERNATIONAL, INC.	DESIGNED FOR LIFE: YOURS	Registered	4400482	Sep 10, 2013	85/096,303	Jul 29, 2010
United States of America	TARGUS GROUP INTERNATIONAL, INC.	EASYROLLER	Registered	4011930	Aug 16, 2011	85/219,309	Jan 17, 2011
United States of America	TARGUS GROUP INTERNATIONAL, INC.	ECOSMART	Registered	4154282	Jun 5, 2012	77/334,056	Nov 20, 2007
United States of America	TARGUS GROUP INTERNATIONAL, INC.	ECOSMART	Registered	3743328	Jan 26, 2010	77/978,354	Nov 20, 2007
United States of America	TARGUS GROUP INTERNATIONAL, INC.	FLIP-FIT	Registered	4168498	Jul 3, 2012	85/096,312	Jul 29, 2010
United States of America	TARGUS GROUP INTERNATIONAL, INC.	INOTEBOOK	Registered	4302956	Mar 12, 2013	85/452,845	Oct 21, 2011
United States of America	TARGUS GROUP INTERNATIONAL, INC.	PACK LITE, LIVE LONG AND TRAVEL FAR	Registered	3851162	Sep 21, 2010	77/757,755	Jun 11, 2009

## US TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
United States of America	TARGUS GROUP INTERNATIONAL, INC.	PARTNERVANTAGE	Registered	3288845	Sep 4, 2007	78/713,180	Sep 14, 2005
United States of America	TARGUS GROUP INTERNATIONAL, INC.	PORT	Registered	3907850	Jan 18, 2011	85/057,152	Jun 8, 2010
United States of America	TARGUS GROUP INTERNATIONAL, INC.	PORT	Registered	4735534	May 12, 2015	85/433,909	Sep 28, 2011
United States of America	TARGUS GROUP INTERNATIONAL, INC.	SAFEPORT	Registered	2127163	Jan 6, 1998	75/216,617	Dec 20, 1996
United States of America	TARGUS GROUP INTERNATIONAL, INC.	SAFEPORT	Registered	4489486	Feb 25, 2014	85/817,314	Jan 7, 2013
United States of America	TARGUS GROUP INTERNATIONAL, INC.	SENA	Registered	4338920	May 21, 2013	77/229,304	Jul 13, 2007
United States of America	TARGUS GROUP INTERNATIONAL, INC.	SENA	Registered	3487310	Aug 19, 2008	77/229,245	Jul 13, 2007
United States of America	TARGUS GROUP INTERNATIONAL, INC.	SENA	Registered	4535920	May 27, 2014	85/892,165	Apr 1, 2013
United States of America	TARGUS GROUP INTERNATIONAL, INC.	STOW-N-GO	Registered	3180029	Dec 5, 2006	78/700,815	Aug 25, 2005
United States of America	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	3395205	Mar 11, 2008	76/321,840	Oct 5, 2001
United States of America	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	1519635	Jan 10, 1989	73/717,954	Mar 21, 1988
United States of America	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	3428027	May 13, 2008	78/422,391	May 20, 2004
United States of America	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	4,855,965	Nov 17, 2015	85/788,362	Nov 27, 2012
United States of America	TARGUS GROUP INTERNATIONAL, INC.	TARGUS PLATINUM	Registered	2231849	Mar 16, 1999	75/391,062	Nov 17, 1997
United States of America	TARGUS GROUP INTERNATIONAL, INC.	VERSAVU	Registered	4453811	Dec 24, 2013	85/867,079	Mar 5, 2013

## FOREIGN TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
Argentina	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	2656392	Jun 18, 2014	2555938	Nov 22, 2004
Argentina	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	2227589	Aug 12, 1997	2.039.813	Jul 5, 1996
Argentina	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	2355698	Mar 31, 2010	2857929	Sep 17, 2008
Australia	TARGUS GROUP INTERNATIONAL, INC.	APS AIR PROTECTION SYSTEM AND DESIGN	Registered	983551	Aug 30, 2004	983551	Dec 30, 2003
Australia	TARGUS GROUP INTERNATIONAL, INC.	AUTO/AIR	Registered	762390	Oct 30, 1998	762390	May 15, 1998
Australia	TARGUS GROUP INTERNATIONAL, INC.	DEFCON	Registered	762391	Feb 5, 1999	762391	May 15, 1998
Australia	TARGUS GROUP INTERNATIONAL, INC.	DESIGNED FOR LIFE: YOURS	Registered	1444623	Jul 29, 2010	1444623	Aug 24, 2011
Australia	TARGUS GROUP INTERNATIONAL, INC.	ECOSMART	Registered	1219348	Jan 15, 2008	1219348	Jan 15, 2008
Australia	TARGUS GROUP INTERNATIONAL, INC.	MADEBYME PERSONALIZE YOUR CASE	Registered	1495737	Jun 12, 2012	1495737	Jun 12, 2012
Australia	TARGUS GROUP INTERNATIONAL, INC.	MOBILE TECH GEAR	Registered	1066050	Mar 5, 2007	1066050	Jul 22, 2005
Australia	TARGUS GROUP INTERNATIONAL, INC.	MTG	Registered	1066051	Jan 9, 2006	1066051	Jul 22, 2005
Australia	TARGUS GROUP INTERNATIONAL, INC.	OPIN AND DESIGN	Registered	1530914	Sep 25, 2014	1530914	Dec 12, 2012
Australia	TARGUS GROUP INTERNATIONAL, INC.	SAFEPORT	Registered	771989	Jul 7, 1999	771989	Sep 2, 1998
Australia	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR840214	Nov 19, 2004	IR-840214	Nov 19, 2004

## FOREIGN TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
Australia	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR1181954	May 27, 2013	IR-1181954	May 27, 2013
Australia	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	1278637	Sep 7, 2009	1278637	Dec 22, 2008
Australia	TARGUS GROUP INTERNATIONAL, INC.	VERSAVU	Registered	IR1178633	Sep 4, 2013	IR-1178633	Sep 4, 2013
Benelux	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	464756	Jul 15, 1988	063928	Jul 15, 1988
Bolivia	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	77886A	Jun 21, 2000	15000	Nov 6, 1998
Brazil	TARGUS GROUP INTERNATIONAL, INC.	PORT	Pending			831191171	Aug 19, 2011
Brazil	TARGUS GROUP INTERNATIONAL, INC.	SAFEPORT	Published			840571240	Jul 8, 2013
Brazil	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Published			827090307	Nov 22, 2004
Brazil	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	819386740	Oct 6, 1998	819386740	Jul 22, 1996
Brazil	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Published			840527675	May 27, 2013
Brazil	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Published			840527705	May 27, 2013
Brazil	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Published			840527721	May 27, 2013
Brazil	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Published			840527748	May 27, 2013
Brazil	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Published			840527764	May 27, 2013
Brazil	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Published			840527802	May 27, 2013

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COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
Brazil	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	830897968	Jun 17, 2014	830897968	Dec 30, 2010
Brazil	TARGUS GROUP INTERNATIONAL, INC.	TARGUS (STYLIZED)	Registered	826025331	Nov 3, 2010	826025331	Dec 19, 2003
Brazil	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	826025323	Aug 11, 2009	826025323	Dec 19, 2003
Brazil	TARGUS GROUP INTERNATIONAL, INC.	VERSAVU	Published			840633440	Sep 5, 2013
Canada	TARGUS GROUP INTERNATIONAL, INC.	AIRTRAK	Registered	TMA675975	Oct 31, 2006	1,188,664	Aug 26, 2003
Canada	TARGUS GROUP INTERNATIONAL, INC.	DEFCON	Registered	TMA537,326	Nov 20, 2000	879,436	May 26, 1998
Canada	TARGUS GROUP INTERNATIONAL, INC.	ECOSMART	Registered	TMA861815	Oct 2, 2013	1,387,826	Mar 12, 2008
Canada	TARGUS GROUP INTERNATIONAL, INC.	MAKING YOUR MOBILE LIFE EASIER	Registered	622354	Oct 12, 2004	1,188,665	Aug 26, 2003
Canada	TARGUS GROUP INTERNATIONAL, INC.	MODEM SHIELD	Registered	546982	Jun 21, 2001	1,028,676	Sep 13, 1999
Canada	TARGUS GROUP INTERNATIONAL, INC.	NOTEPAC	Registered	TMA461984	Aug 23, 1996	0,794,042	Oct 2, 1995
Canada	TARGUS GROUP INTERNATIONAL, INC.	PARTNERVANTAGE	Registered	TMA737322	Apr 1, 2009	1,295,283	Mar 14, 2006
Canada	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	TMA748456	Sep 23, 2009	1,238,907	Nov 22, 2004
Canada	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Pending			1,629,405	May 27, 2013
Canada	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	TMA786956	Jan 11, 2011	1,425,160	Jan 21, 2009

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COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
Canada	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	TMAA370606	Jul 13, 1990	0,612,613	Aug 9, 1988
Canada	TARGUS GROUP INTERNATIONAL, INC.	VERSAVU	Registered	TMAA903,787	May 19, 2015	1,642,291	Sep 5, 2013
Chile	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	719302	Mar 7, 2005	641,634	Mar 26, 2004
Chile	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	791287	Apr 18, 1997	765,325	Jul 12, 1996
China	TARGUS GROUP INTERNATIONAL, INC.	ECOSMART	Registered	6705877	Oct 7, 2010	6705877	May 7, 2008
China	TARGUS GROUP INTERNATIONAL, INC.	ECOSMART	Registered	6705878	Aug 21, 2010	6705878	May 7, 2008
China	TARGUS GROUP INTERNATIONAL, INC.	ECOSMART (CHINESE CHARACTERS)	Registered	6556809	Jun 21, 2010	6556809	Feb 19, 2008
China	TARGUS GROUP INTERNATIONAL, INC.	ECOSMART (CHINESE CHARACTERS)	Registered	6556810	Jun 14, 2012	6556810	Feb 19, 2008
China	TARGUS GROUP INTERNATIONAL, INC.	MADBYME	Registered	11063278	Oct 21, 2013	11063278	Jun 13, 2012
China	TARGUS GROUP INTERNATIONAL, INC.	MADBYME	Registered	11063277	Oct 21, 2013	11063277	Jun 13, 2012
China	TARGUS GROUP INTERNATIONAL, INC.	SAFEPORT	Registered	IR1171581	Jul 7, 2013	IR-1171581	Jul 7, 2013
China	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR840214	Nov 19, 2004	IR-840214	Nov 19, 2004
China	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR1181954	May 27, 2013	IR-1181954	May 27, 2013
China	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	6990907	Mar 14, 2012	6990907	Oct 9, 2008

## FOREIGN TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
China	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	6990908	Sep 21, 2010	6990908	Oct 9, 2008
China	TARGUS GROUP INTERNATIONAL, INC.	TARGUS (IN CHINESE CHARACTERS)	Published			7174892	Jan 20, 2009
China	TARGUS GROUP INTERNATIONAL, INC.	TARGUS (IN ENGLISH) DESIGNED FOR LIFE: YOURS (IN CHINESE)	Registered	10027511	Feb 7, 2013	10027511	Sep 30, 2011
China	TARGUS GROUP INTERNATIONAL, INC.	TARGUS (IN ENGLISH) DESIGNED FOR LIFE: YOURS (IN CHINESE)	Registered	10027494	Jan 21, 2013	10027494	Sep 30, 2011
China	TARGUS GROUP INTERNATIONAL, INC.	TARGUS (STYLIZED)	Registered	6393044	Apr 14, 2010	6393044	Nov 22, 2007
China	TARGUS GROUP INTERNATIONAL, INC.	TARGUS (STYLIZED)	Registered	6393043	Jul 7, 2010	6393043	Nov 22, 2007
China	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	703841	Aug 28, 1994	93032551	May 4, 1993
China	TARGUS GROUP INTERNATIONAL, INC.	VERSAVU	Registered	13192874	Jan 7, 2015	13192874	Sep 5, 2013
Costa Rica	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	113326	Apr 23, 1999	018929	Oct 28, 1998
Costa Rica	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	191790	Jun 26, 2009	2008-10630	Oct 23, 2008
European Union	TARGUS GROUP INTERNATIONAL, INC.	APS	Registered	1497411	Apr 9, 2001	1497411	Jan 20, 2000

## FOREIGN TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
European Union	TARGUS GROUP INTERNATIONAL, INC.	AUTO/AIR	Registered	000826883	Dec 9, 1999	000826883	May 18, 1998
European Union	TARGUS GROUP INTERNATIONAL, INC.	CITY GEAR	Registered	3609203	Jun 22, 2005	3609203	Jan 14, 2004
European Union	TARGUS GROUP INTERNATIONAL, INC.	DEFCON	Registered	000847616	Feb 14, 2000	000847616	Jun 10, 1998
European Union	TARGUS GROUP INTERNATIONAL, INC.	DESIGNED FOR LIFE: YOURS	Registered	9699109	Jan 31, 2011	9699109	Jan 31, 2011
European Union	TARGUS GROUP INTERNATIONAL, INC.	ECASE	Registered	001156082	Jul 4, 2000	001156082	Apr 29, 1999
European Union	TARGUS GROUP INTERNATIONAL, INC.	ECOSMART	Registered	6605893	Jan 24, 2008	6605893	Jan 24, 2008
European Union	TARGUS GROUP INTERNATIONAL, INC.	MADEBYME PERSONALIZE YOUR CASE	Registered	010929115	May 31, 2012	010929115	May 31, 2012
European Union	TARGUS GROUP INTERNATIONAL, INC.	OPIN	Registered	011418415	May 10, 2013	011418415	Dec 12, 2012
European Union	TARGUS GROUP INTERNATIONAL, INC.	OPIN AND DESIGN	Registered	011418498	May 10, 2013	011418498	Dec 12, 2012
European Union	TARGUS GROUP INTERNATIONAL, INC.	SAFEPORT	Registered	IR1171581	Jul 7, 2013	IR-1171581	Jul 7, 2013
European Union	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR840214	Nov 19, 2004	IR-840214	Nov 19, 2004



## FOREIGN TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
European Union	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR-1181954	May 27, 2013	IR-1181954	May 27, 2013
European Union	TARGUS GROUP INTERNATIONAL, INC.	VERSAVU	Registered	IR1178633	Sep 4, 2013	IR-1178633	Sep 4, 2013
France	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	1604368	Jul 19, 1988	942733	Jul 19, 1988
Germany	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	WZ1145688	Jul 15, 1988	T27837/9WZ	Jul 15, 1988
Guatemala	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	97913	Sep 8, 1999	009308	Nov 25, 1998
Guatemala	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	188155	Apr 15, 2013	2010009189	Dec 9, 2010
Honduras	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	77509	Jun 16, 2000	13336/98	Oct 20, 1998
Hong Kong	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	300323397	Nov 22, 2004	300323397	Nov 22, 2004
Hong Kong	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	200314118	Jun 23, 2000	2000/13922	Jun 23, 2000
Hong Kong	TARGUS GROUP INTERNATIONAL, INC.	TARGUS (IN CHINESE CHARACTERS)	Registered	301281762	Aug 16, 2010	301281762	Feb 5, 2009
Hong Kong	TARGUS GROUP INTERNATIONAL, INC.	TARGUS (STYLIZED)	Registered	301217114	Oct 9, 2008	301217114	Oct 9, 2008
Hong Kong	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	199401298	May 5, 1992	1089292	May 5, 1992
Hong Kong	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN (CHINESE CHARACTERS)	Registered	199807091	Apr 22, 1997	9705372	Apr 22, 1997

## FOREIGN TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
India	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	1777655	Jan 23, 2009	1777655	Jan 23, 2009
India	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	665415	May 27, 2006	665415	May 12, 1995
Indonesia	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IDM000277924	May 11, 2009	D00.2009.015 543	May 11, 2009
International Bureau (WIPO)	TARGUS GROUP INTERNATIONAL, INC.	MOBILE ESSENTIALS	Registered	IR910220	Feb 1, 2007	A0006659	Dec 11, 2006
International Bureau (WIPO)	TARGUS GROUP INTERNATIONAL, INC.	SAFEPORT	Registered	IR1171581	Jul 7, 2013	A0036725	Jul 7, 2013
International Bureau (WIPO)	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR840214	Nov 19, 2004	A0000199	Nov 19, 2004
International Bureau (WIPO)	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR1181954	May 27, 2013	A0036016	May 27, 2013
International Bureau (WIPO)	TARGUS GROUP INTERNATIONAL, INC.	VERSAVU	Registered	IR1178633	Sep 4, 2013	A0037850	Sep 4, 2013
Iran	TARGUS GROUP INTERNATIONAL, INC.	T AND DESIGN	Accepted			188070662	Sep 30, 2009
Iran	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Published			188070663	Sep 30, 2009
Iran	TARGUS GROUP INTERNATIONAL, INC.	TARGUS T AND DESIGN	Published			188070661	Sep 30, 2009
Israel	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	254114	Apr 13, 2015	254114	Mar 11, 2013
Israel	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	81967	Dec 30, 1991	81967	Dec 30, 1991

## FOREIGN TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
Japan	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR840214	Nov 19, 2004	MP-A0000199	Nov 19, 2004
Japan	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	5315267	Apr 9, 2010	2008-102955	Dec 22, 2008
Japan	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	2577450	Sep 30, 1993	4642790	Apr 24, 1990
Malaysia	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	08020148	Oct 8, 2008	08020148	Oct 8, 2008
Malaysia	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	08020149	Oct 8, 2008	08020149	Oct 8, 2008
Malaysia	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	92000026	Jan 3, 1992	92000026	Jan 3, 1992
Malaysia	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	92000025	Jan 3, 1992	92000025	Jan 3, 1992
Mexico	TARGUS GROUP INTERNATIONAL, INC.	OPIN	Registered	1426389	Dec 19, 2012	1336870	Dec 19, 2012
Mexico	TARGUS GROUP INTERNATIONAL, INC.	OPIN	Registered	1419567	Dec 19, 2012	1336873	Dec 19, 2012
Mexico	TARGUS GROUP INTERNATIONAL, INC.	OPIN AND DESIGN	Registered	1426390	Dec 19, 2012	1336879	Dec 19, 2012
Mexico	TARGUS GROUP INTERNATIONAL, INC.	OPIN AND DESIGN	Registered	1419568	Dec 19, 2012	1336882	Dec 19, 2012
Mexico	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	891063	Nov 22, 2004	688924	Nov 22, 2004
Mexico	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	552662	May 30, 1997	296771	May 30, 1997

## FOREIGN TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
Mexico	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	1110146	Jul 13, 2009	983170	Jan 9, 2009
New Zealand	TARGUS GROUP INTERNATIONAL, INC.	ECOSMART	Registered	782619	Nov 20, 2007	782619	Nov 20, 2007
New Zealand	TARGUS GROUP INTERNATIONAL, INC.	MTG	Registered	733051	Apr 27, 2005	733051	Apr 27, 2005
New Zealand	TARGUS GROUP INTERNATIONAL, INC.	PORT	Registered	852452	Sep 28, 2011	852452	Nov 15, 2011
New Zealand	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	249696	Jun 1, 1995	249696	Jun 1, 1995
New Zealand	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	802901	Feb 24, 2009	802901	Feb 24, 2009
New Zealand	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	248999	May 11, 1995	248999	May 11, 1995
Nicaragua	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	41102CC	May 10, 1999	98-04023	Oct 28, 1998
Nicaragua	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	2010089451Bo ok276	Mar 2, 2010	2008-03778	Oct 20, 2008
Norway	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR840214	Nov 19, 2004	MP-A0000199	Nov 19, 2004
Norway	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	260326	Jun 8, 2011	201100544	Jan 14, 2011
Panama	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	096928	Oct 29, 1998	096928	Oct 29, 1998
Paraguay	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	379163	Nov 22, 2002	229301998	Oct 9, 1998
Paraguay	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	3232482009	Aug 27, 2009	5979/2008	Feb 26, 2008

## FOREIGN TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
Paraguay	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	352257	Sep 6, 2011	13716/2007	May 8, 2007
Peru	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	051623	Jan 12, 1999	072140	Oct 16, 1998
Peru	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	152059	May 12, 2009	363885	Aug 20, 2008
Republic of Korea	TARGUS GROUP INTERNATIONAL, INC.	DEFCON	Registered	40938237	Oct 22, 2012	40-2011-50101	Sep 14, 2011
Republic of Korea	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR840214	Nov 19, 2004	MP-A0000199	Nov 19, 2004
Republic of Korea	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	40826582	Jun 15, 2010	40-2008-59343	Dec 23, 2008
Republic of Korea	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	40277292	Oct 22, 1993	34669/92	Dec 14, 1992
Russian Federation	TARGUS GROUP INTERNATIONAL, INC.	MOBILE ESSENTIALS	Registered	IR910220	Dec 11, 2006	IR-910220	Dec 11, 2006
Russian Federation	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	365158	Nov 19, 2008	2007707382	Mar 19, 2007
Russian Federation	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	145741	Jun 1, 1995	95706226	Jun 1, 1995
Singapore	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR840214	Nov 19, 2004	MP-A0000199	Nov 19, 2004
Switzerland	TARGUS GROUP INTERNATIONAL, INC.	MOBILE ESSENTIALS	Registered	IR910220	Dec 11, 2016	IR-910220	Dec 11, 2006
Switzerland	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	IR840214	Nov 19, 2004	MP-A0000199	Nov 19, 2004
Switzerland	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	627747	Oct 17, 2011	61622/2011	Oct 17, 2011

## FOREIGN TRADEMARKS

COUNTRY	OWNER	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
Taiwan R.O.C.	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	1195456	Feb 1, 2006	093054194	Nov 22, 2004
Taiwan R.O.C.	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	1391069	Dec 16, 2009	097058242	Dec 23, 2008
Taiwan R.O.C.	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	00610728	Sep 1, 1993	81052897	Oct 22, 1992
Thailand	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	TM317733	Jun 30, 2010	720767	Feb 2, 2009
Thailand	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	TM311787	Feb 19, 2010	720768	Feb 2, 2009
Thailand	TARGUS GROUP INTERNATIONAL, INC.	TARGUS AND DESIGN	Registered	TM9695	Mar 2, 1993	241666	Mar 2, 1993
United Kingdom	TARGUS GROUP INTERNATIONAL, INC.	ENCORE	Registered	1485696	Dec 13, 1991	1485696	Dec 13, 1991
Uruguay	TARGUS GROUP INTERNATIONAL, INC.	TARGUS	Registered	287354	Aug 4, 1997	287354	May 30, 1996

**EXHIBIT A****Foreclosure Bill of Sale**

EXECUTION COPY

**BILL OF SALE**

Wilmington Trust, National Association,

solely in its capacity as Collateral Agent on behalf of the Secured Lenders

to

Wilmington Trust, National Association,

solely in its capacity as Collateral Agent on behalf of the Secured Lenders

February 3, 2016

Reference is hereby made to the Credit and Guaranty Agreement, dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); capitalized terms used herein and not defined herein shall have the meanings specified in the Credit Agreement), by and among Targus Group International, Inc. ("TGI"), Targus Group Holdings, Inc. ("TGHI"), the subsidiaries of TGI as "Guarantors" thereunder (such subsidiaries, together with TGI, the "Companies"), the lenders party thereto (the "Secured Lenders") and Wilmington Trust, National Association, as collateral agent for the Secured Lenders (in such capacity, the "Collateral Agent") and as administrative agent for the Secured Lenders. For the consideration contained in the Credit Bid (as defined below), the Collateral Agent, acting at the direction of the Requisite Lenders and pursuant to the rights, powers and remedies provided to the Collateral Agent under the Credit Agreement, the other Credit Documents and Section 9-610 of the Uniform Commercial Code as in effect in the State of New York and any other applicable jurisdiction (the "UCC") (the Collateral Agent, acting pursuant to such directions and pursuant to such rights, powers and remedies, being referred to herein as the "Foreclosing Secured Party"), hereby sells, assigns, transfers and delivers, effective as of the date set forth above, to the Collateral Agent, on behalf of and solely for the benefit of the Secured Lenders, as the winning bidder in the Foreclosure Sale (as defined below) as a result of the Credit Bid submitted by the Collateral Agent on behalf of the Secured Lenders and at the direction of the Requisite Lenders (the Collateral Agent, acting on behalf of the Secured Lenders as the winning bidder at the Foreclosure Sale, being referred to herein as the "Foreclosed Collateral Transferee"), all of the Companies' right, title and interest in, to and under the Foreclosed Collateral (as defined below), free and clear of all liens and other security interests to the extent that such liens and other security interests have been discharged under Section 9-617 of the UCC. Simultaneously with the delivery of this Bill of Sale, the Foreclosing Secured Party is delivering to the Foreclosed Collateral Transferee (i) any certificate or certificates in the possession of the Foreclosing Secured Party representing any capital stock of, or other equity interests in, Targus International Holdco (UK) Limited, a company organized under the laws of the United Kingdom ("Targus UK"), and (ii) any share transfer form executed by TGI with respect to any certificate referred to in clause (i) of this sentence that is in the possession of the Foreclosing Secured Party, which share transfer form the Foreclosing Secured Party has inserted the name of Targus Cayman SubCo Limited, a Cayman Islands exempted company ("Cayman Subco"), as the person to whom the capital stock of, or other equity interests in, Targus UK

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represented by such certificate have been sold, assigned or transferred, as contemplated by that certain Asset Purchase Agreement, dated as of January 21, 2016 (as amended, supplemented or otherwise modified from time to time), by and between the Collateral Agent and Cayman Subco. As used herein, "Foreclosed Collateral" means all Collateral other than (a) any capital stock of, or other equity interests in, any of the Domestic Subsidiaries of TGH constituting Collateral (other than the equity interests in (x) Targus Group US LLC, a Delaware limited liability company and a direct wholly-owned Subsidiary of TGH ("TGHUS"), and (y) Targus Delaware, LLC, a Delaware limited liability company and an indirect wholly-owned Subsidiary of TGH ("TDLLC"), which equity interests in TGHUS and TDLLC shall constitute part of the Foreclosed Collateral), and (b) all assets of TGHUS and TDLLC. Without limiting the generality of the foregoing, the Foreclosed Collateral shall include, to the extent constituting Collateral, all of the Companies' right, title and interest in, to and under (i) all rights to sue for past, present and future infringements of any United States or foreign copyrights or any Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), (ii) all rights to sue for past, present and future infringements of any United States or foreign patents or certificates of invention, or similar industrial property rights, or any applications for any of the foregoing, (iii) all rights to sue for past, present and future infringement or dilution of any United States or foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs or general intangibles of a like nature, all registrations and applications for any of the foregoing, or any injury to goodwill, and (iv) all of the goodwill of the business connected with the use of and symbolized by any of the marks or other items described in clause (iii). For the avoidance of doubt, the Collateral Agent has not taken possession of, exercised any rights or remedies against, or offered for sale as part of the Foreclosure Sale, any Collateral that is not Foreclosed Collateral, and any Collateral that is not Foreclosed Collateral is not being sold, assigned, transferred or delivered pursuant to this Bill of Sale.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS BILL OF SALE TO THE CONTRARY, THE COLLATERAL AGENT, IN ITS CAPACITIES AS BOTH FORECLOSING SECURED PARTY AND FORECLOSED COLLATERAL TRANSFEREE, IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO ANY OF THE COLLATERAL (INCLUDING ANY OF THE FORECLOSED COLLATERAL), INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT, USAGE, MERCHANTABILITY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, COMPLIANCE WITH LAWS, NON-INFRINGEMENT OR THE LIKE WITH RESPECT TO ANY OF THE COLLATERAL (INCLUDING ANY OF THE FORECLOSED COLLATERAL), AND THE COLLATERAL AGENT, IN ITS CAPACITIES AS BOTH FORECLOSING SECURED PARTY AND FORECLOSED COLLATERAL TRANSFEREE, HEREBY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. THE SALE, ASSIGNMENT, TRANSFER AND DELIVERY OF THE FORECLOSED COLLATERAL PURSUANT TO THIS BILL OF SALE IS MADE STRICTLY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS AS OF THE DATE HEREOF.

This Bill of Sale shall bind and inure to the benefit of the respective successors and assigns of the Collateral Agent, in its capacities as both Foreclosing Secured Party and



Foreclosed Collateral Transferee. This Bill of Sale shall be governed by and interpreted and enforced in accordance with the substantive laws of the State of New York, without giving effect to the conflicts of law principles thereof.

This Bill of Sale is being executed and delivered in connection with the acceptance of the Collateral Agent's bid submitted on behalf of the Secured Lenders and at the direction of the Requisite Lenders (such bid, the "Credit Bid") at a publicly noticed foreclosure sale of the Foreclosed Collateral conducted by the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, in accordance with the Credit Documents and Part 6 of Article 9 of the UCC (the "Foreclosure Sale"), which Credit Bid consisted of an offer by the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, to acquire the Foreclosed Collateral in exchange for the discharge of principal of the Term Loans in an aggregate amount equal to the amount set forth on Schedule I attached hereto.

The Agreement of the Companies attached hereto as Exhibit A is hereby incorporated herein by reference and constitutes a part of this Bill of Sale.

*[Signature page follows]*

IN WITNESS WHEREOF, the Collateral Agent, in its capacities as both Foreclosing Secured Party and Foreclosed Collateral Transferee, has caused this Bill of Sale to be executed by its duly authorized representative on the day and year first above written.

**FORECLOSING SECURED PARTY**

Wilmington Trust, National Association,  
solely in its capacity as Collateral Agent for  
the Secured Lenders

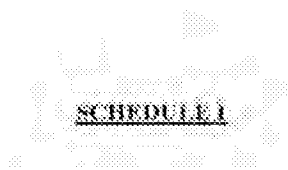
By: \_\_\_\_\_  
Name: Jeffrey Rose  
Title: Vice President

**FORECLOSED COLLATERAL  
TRANSFEEE**

Wilmington Trust, National Association,  
solely in its capacity as Collateral Agent for  
the Secured Lenders

By: \_\_\_\_\_  
Name: Jeffrey Rose  
Title: Vice President

*Signature page to Agreement*



[redacted]

EXHIBIT A

Agreement of the Companies

10175881773

**AGREEMENT**

This AGREEMENT, dated as of February [ ], 2016, is made by Targus Group International, Inc. ("TGI") and the undersigned subsidiaries of TGI (together with TGI, the "Companies") for the benefit of the Collateral Agent (as defined below) and the Secured Lenders (as defined below).

WHEREAS, TGI entered into that certain Credit and Guaranty Agreement, dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TGI, Targus Group Holdings, Inc., certain subsidiaries of TGI as "Guarantors" thereunder (the stock and assets of which constitute integral parts of the Companies' regular trade or business operations), the financial institutions and other entities party thereto as "Lenders" thereunder (the "Secured Lenders") and Wilmington Trust, National Association, as collateral agent (in such capacity, the "Collateral Agent") and as administrative agent;

WHEREAS, pursuant to the Credit Agreement and certain other documents, instruments, and agreements executed pursuant thereto or in connection therewith (collectively with the Credit Agreement, the "Credit Documents"), the Secured Lenders made loans to, and made other financial accommodations to or for the benefit of, the Companies (all such loans and other financial accommodations, together with the other Obligations (as defined in the Credit Agreement) are referred to herein collectively as the "Obligations");

WHEREAS, the Obligations are secured by security interests in and liens on the Collateral (as defined in the Credit Agreement);

WHEREAS, the Collateral Agent is a "Secured Party" and each of the Companies is a "Debtor", in each case pursuant to, and as defined in, Article 9 of the Uniform Commercial Code as in effect in the State of New York and any other applicable jurisdiction (the "UCC");

WHEREAS, the Companies are in default of the Obligations under the Credit Documents;

WHEREAS, as a result of the Companies' default under the Credit Documents, the Collateral Agent, acting on behalf of the Secured Lenders and at the direction of the Requisite Lenders (as defined in the Credit Agreement), has the right as a Secured Party under Section 9-610 of the UCC to sell, assign and transfer all of the Companies' right, title and interest in and to any or all of the Collateral pursuant to the Foreclosure Sale (as defined below);

WHEREAS, the Collateral Agent, acting at the direction of the Requisite Lenders, held a publicly noticed foreclosure sale of the Foreclosed Collateral (as defined in the Bill of Sale (as defined below)) in accordance with Part 6 of Article 9 of the UCC (the "Foreclosure Sale") on February 1, 2016, and the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, made the winning offer at the Foreclosure Sale for the Foreclosed Collateral consisting of the Credit Bid (as defined in the Bill of Sale);

WHEREAS, as a result of the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, making the winning offer at the Foreclosure Sale, the

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Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, and pursuant to the rights, powers and remedies provided to the Collateral Agent under the Credit Agreement, the other Credit Documents and Section 9-610 of the UCC, sold, assigned, transferred and delivered all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, on behalf of and solely for the benefit of the Secured Lenders, pursuant to that certain Bill of Sale, dated as of the date hereof (the "Bill of Sale"); and

WHEREAS, the Companies hereby desire to agree (which agreement is not required) to the Foreclosure Sale, the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, solely for the benefit of the Secured Lenders, pursuant to the Bill of Sale, and all actions related to any of the foregoing (collectively, the "Transactions");

NOW, THEREFORE, the Companies hereby agree (which agreement is not required) as follows:

1. The Collateral Agent has a valid and perfected security interest in and lien on all of the Collateral, for the benefit of the Secured Lenders, securing the Obligations.

2. The Foreclosure Sale and the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral pursuant to the Foreclosure Sale and the other Transactions (including the method, manner, time, place, notice and other terms thereof) constitute a commercially reasonable disposition of the Foreclosed Collateral. To the best of the Companies' knowledge and after due inquiry, all parties who have asserted an interest in the Collateral received a notice of the Foreclosure Sale pursuant to Article 9 of the UCC.

3. Upon the closing of the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral pursuant to the Bill of Sale, (a) all of the right, title and interest of the Companies in and to the Foreclosed Collateral is transferred to the Collateral Agent, solely for the benefit of the Secured Parties, free and clear of all liens and other encumbrances to the extent that such liens and other encumbrances are discharged under Section 9-617 of the UCC, (b) the Companies have no remaining right, title or interest in or to any of the Foreclosed Collateral, (c) all of the Companies, on behalf of themselves and on behalf of their respective successors and assigns, are deemed to have irrevocably, unconditionally, fully, finally and forever waived and released any right, title or interest in or to any of the Foreclosed Collateral, including any right of redemption with respect thereto and (d) all consents and approvals required for the transfer by the Companies of all of their rights, duties and obligations under the ABL Facility and the 2015 Term Loan Documents (as such terms are defined in the Credit Agreement) to Targus International LLC, a Delaware limited liability company, and certain of its affiliates (such transfer being referred to herein as the "Surviving Debt Transfer") have been obtained. Simultaneously with the closing of the transactions contemplated by those certain asset purchase agreements, each dated as of January 21, 2016, between the Collateral Agent and each of Targus US Sub I Inc., a Delaware corporation, and Targus US Sub II Inc., a Delaware corporation, the Surviving Debt Transfer

shall be consummated. Without limiting the foregoing, the Collateral Agent has acted in good faith in all aspects of the Transactions, including without limitation, in connection with the transfer of the Foreclosed Collateral pursuant to the Bill of Sale.

4. Each of the Companies hereby, jointly and severally, absolutely, unconditionally and irrevocably releases, remises and forever discharges the Administrative Agent (as defined in the Credit Agreement), the Collateral Agent, the Supplemental Agent (as defined in the Credit Agreement) and each of their respective present and former shareholders, affiliates, subsidiaries, divisions and predecessors, and their respective directors, officers, attorneys, employees, agents and other representatives and the respective successors and assigns of each of the foregoing (collectively, the "Released Parties"), of and from any and all demands, actions, causes of action, suits, damages, judgments and any and all other claims, counterclaims and liabilities whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, now existing or hereafter arising, both at law and in equity, in each case to the extent relating to or arising out of or in connection with (i) the Foreclosure Sale, the transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, for the benefit of the Secured Lenders, pursuant to the Bill of Sale, and all of the other Transactions, and all actions (and inactions) taken by any Released Party in connection with the Transactions and (ii) all facts, acts, omissions or circumstances arising or occurring on or prior to the date hereof and to the extent relating to the Credit Agreement and the other Credit Documents and the dealings of the parties thereto with respect to the Credit Documents.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the Companies has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

**Targus Group International, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Targus Group US LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Targus, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Targus USA, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Oten Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Targus Delaware, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signatures page to Agreement*

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**Exhibit A-1****Agreement of the Companies**

EXECUTION COPY

**AGREEMENT**

This AGREEMENT, dated as of February 3, 2016, is made by Targus Group International, Inc. ("TGI") and the undersigned subsidiaries of TGI (together with TGI, the "Companies") for the benefit of the Collateral Agent (as defined below) and the Secured Lenders (as defined below).

WHEREAS, TGI entered into that certain Credit and Guaranty Agreement, dated as of May 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TGI, Targus Group Holdings, Inc., certain subsidiaries of TGI as "Guarantors" thereunder (the stock and assets of which constitute integral parts of the Companies' regular trade or business operations), the financial institutions and other entities party thereto as "Lenders" thereunder (the "Secured Lenders") and Wilmington Trust, National Association, as collateral agent (in such capacity, the "Collateral Agent") and as administrative agent;

WHEREAS, pursuant to the Credit Agreement and certain other documents, instruments, and agreements executed pursuant thereto or in connection therewith (collectively with the Credit Agreement, the "Credit Documents"), the Secured Lenders made loans to, and made other financial accommodations to or for the benefit of, the Companies (all such loans and other financial accommodations, together with the other Obligations (as defined in the Credit Agreement) are referred to herein collectively as the "Obligations");

WHEREAS, the Obligations are secured by security interests in and liens on the Collateral (as defined in the Credit Agreement);

WHEREAS, the Collateral Agent is a "Secured Party" and each of the Companies is a "Debtor", in each case pursuant to, and as defined in, Article 9 of the Uniform Commercial Code as in effect in the State of New York and any other applicable jurisdiction (the "UCC");

WHEREAS, the Companies are in default of the Obligations under the Credit Documents;

WHEREAS, as a result of the Companies' default under the Credit Documents, the Collateral Agent, acting on behalf of the Secured Lenders and at the direction of the Requisite Lenders (as defined in the Credit Agreement), has the right as a Secured Party under Section 9-610 of the UCC to sell, assign and transfer all of the Companies' right, title and interest in and to any or all of the Collateral pursuant to the Foreclosure Sale (as defined below);

WHEREAS, the Collateral Agent, acting at the direction of the Requisite Lenders, held a publicly noticed foreclosure sale of the Foreclosed Collateral (as defined in the Bill of Sale (as defined below)) in accordance with Part 6 of Article 9 of the UCC (the "Foreclosure Sale") on February 1, 2016, and the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, made the winning offer at the Foreclosure Sale for the Foreclosed Collateral consisting of the Credit Bid (as defined in the Bill of Sale);

WHEREAS, as a result of the Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, making the winning offer at the Foreclosure Sale, the

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Collateral Agent, on behalf of the Secured Lenders and at the direction of the Requisite Lenders, and pursuant to the rights, powers and remedies provided to the Collateral Agent under the Credit Agreement, the other Credit Documents and Section 9-610 of the UCC, sold, assigned, transferred and delivered all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, on behalf of and solely for the benefit of the Secured Lenders, pursuant to that certain Bill of Sale, dated as of the date hereof (the "Bill of Sale"); and

WHEREAS, the Companies hereby desire to agree (which agreement is not required) to the Foreclosure Sale, the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, solely for the benefit of the Secured Lenders, pursuant to the Bill of Sale, and all actions related to any of the foregoing (collectively, the "Transactions");

NOW, THEREFORE, the Companies hereby agree (which agreement is not required) as follows:

1. The Collateral Agent has a valid and perfected security interest in and lien on all of the Collateral, for the benefit of the Secured Lenders, securing the Obligations.

2. The Foreclosure Sale and the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral pursuant to the Foreclosure Sale and the other Transactions (including the method, manner, time, place, notice and other terms thereof) constitute a commercially reasonable disposition of the Foreclosed Collateral. To the best of the Companies' knowledge and after due inquiry, all parties who have asserted an interest in the Collateral received a notice of the Foreclosure Sale pursuant to Article 9 of the UCC.

3. Upon the closing of the sale, assignment, transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral pursuant to the Bill of Sale, (a) all of the right, title and interest of the Companies in and to the Foreclosed Collateral is transferred to the Collateral Agent, solely for the benefit of the Secured Parties, free and clear of all liens and other encumbrances to the extent that such liens and other encumbrances are discharged under Section 9-617 of the UCC, (b) the Companies have no remaining right, title or interest in or to any of the Foreclosed Collateral, (c) all of the Companies, on behalf of themselves and on behalf of their respective successors and assigns, are deemed to have irrevocably, unconditionally, fully, finally and forever waived and released any right, title or interest in or to any of the Foreclosed Collateral, including any right of redemption with respect thereto and (d) all consents and approvals required for the transfer by the Companies of all of their rights, duties and obligations under the ABL Facility and the 2015 Term Loan Documents (as such terms are defined in the Credit Agreement) to Targus International LLC, a Delaware limited liability company, and certain of its affiliates (such transfer being referred to herein as the "Surviving Debt Transfer") have been obtained. Simultaneously with the closing of the transactions contemplated by those certain asset purchase agreements, each dated as of January 21, 2016, between the Collateral Agent and each of Targus US Sub I Inc., a Delaware corporation, and Targus US Sub II Inc., a Delaware corporation, the Surviving Debt Transfer

shall be consummated. Without limiting the foregoing, the Collateral Agent has acted in good faith in all aspects of the Transactions, including without limitation, in connection with the transfer of the Foreclosed Collateral pursuant to the Bill of Sale.

4. Each of the Companies hereby, jointly and severally, absolutely, unconditionally and irrevocably releases, remises and forever discharges the Administrative Agent (as defined in the Credit Agreement), the Collateral Agent, the Supplemental Agent (as defined in the Credit Agreement) and each of their respective present and former shareholders, affiliates, subsidiaries, divisions and predecessors, and their respective directors, officers, attorneys, employees, agents and other representatives and the respective successors and assigns of each of the foregoing (collectively, the "Released Parties"), of and from any and all demands, actions, causes of action, suits, damages, judgments and any and all other claims, counterclaims and liabilities whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, now existing or hereafter arising, both at law and in equity, in each case to the extent relating to or arising out of or in connection with (i) the Foreclosure Sale, the transfer and delivery of all of the Companies' right, title and interest in, to and under the Foreclosed Collateral to the Collateral Agent, for the benefit of the Secured Lenders, pursuant to the Bill of Sale, and all of the other Transactions, and all actions (and inactions) taken by any Released Party in connection with the Transactions and (ii) all facts, acts, omissions or circumstances arising or occurring on or prior to the date hereof and to the extent relating to the Credit Agreement and the other Credit Documents and the dealings of the parties thereto with respect to the Credit Documents.

*[Signature page follows]*

