

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM382660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Targus International LLC		02/03/2016	Limited Liability Company: DELAWARE
Targus US Sub I Inc.		02/03/2016	Corporation: DELAWARE
Targus US SUB II Inc.		02/03/2016	Corporation: DELAWARE
Targus US LLC		02/03/2016	Limited Liability Company: DELAWARE
Sena Cases LLC		02/03/2016	Limited Liability Company: DELAWARE
Targus US NewCo Inc.		02/03/2016	Corporation: DELAWARE
Targus Cayman LP		02/03/2016	Exempted Limited Partnership: CAYMAN ISLANDS
Targus Cayman GP Limited		02/03/2016	Exempted Company: CAYMAN ISLANDS
Targus Cayman HoldCo Limited		02/03/2016	Exempted Company: CAYMAN ISLANDS
Targus Cayman SubCo Limited		02/03/2016	Exempted Company: CAYMAN ISLANDS
Targus Delaware LLC		02/03/2016	Limited Liability Company: DELAWARE
Targus Group US LLC		02/03/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	N.A.: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4457455	AZRA	
Registration Number:	4114218	LEATHERSKIN	

CH \$690.00 4457455

Property Type	Number	Word Mark
Registration Number:	4260052	CHILL MAT
Registration Number:	3002799	CITYGEAR
Registration Number:	2349241	DEFCON
Registration Number:	4400482	DESIGNED FOR LIFE: YOURS
Registration Number:	4011930	EASYROLLER
Registration Number:	4154282	ECOSMART
Registration Number:	3743328	ECOSMART
Registration Number:	4168498	FLIP FIT
Registration Number:	4302956	INOTEBOOK
Registration Number:	3851162	PACK LITE, LIVE LONG AND TRAVEL FAR
Registration Number:	3288845	PARTNERVANTAGE
Registration Number:	3907850	PORT
Registration Number:	4735534	PORT
Registration Number:	2127163	SAFEPORT
Registration Number:	4489486	SAFEPORT
Registration Number:	4338920	SENA
Registration Number:	3487310	SENA
Registration Number:	4535920	SENA
Registration Number:	3180029	STOW-N-GO
Registration Number:	3395205	TARGUS
Registration Number:	1519635	TARGUS
Registration Number:	3428027	TARGUS
Registration Number:	4855965	TARGUS
Registration Number:	2231849	TARGUS PLATINUM
Registration Number:	4453811	VERSAVU

CORRESPONDENCE DATA

Fax Number: 2128066006

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: 212-806-5763

Email: tm@stroock.com

Correspondent Name: Jeffrey M. Mann

Address Line 1: 180 Maiden Lane, 38th Floor

Address Line 2: Stroock & Stroock & Lavan LLP

Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	526639/0014
NAME OF SUBMITTER:	Jeffrey M. Mann
SIGNATURE:	/jeffrey m. mann/

DATE SIGNED:	05/02/2016
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Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of February 3, 2016 (as amended, restated or otherwise modified, this “Trademark Security Agreement”), by and among EACH OF THE UNDERSIGNED, whether as an original signatory hereto or a Person who from time to time becomes an additional grantor (each, a “Grantor” and collectively, the “Grantors”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as successor collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, Grantors are party to that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof (the “Pledge and Security Agreement”), by and among each of the Grantors party thereto from time to time and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Amended and Restated Term Credit and Guaranty Agreement, dated as of the date hereof (the “Credit Agreement”), the Grantors hereby agree with the Collateral Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing Lien on all of such Grantor’s right, title and interest in, to and under the following property of such Grantor, in each case whether now owned or existing or hereafter created or acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “Trademark Collateral”):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, without limitation, the registrations and applications referred to on Schedule I hereto (collectively, “Trademarks”) provided, that, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, it being understood that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, those referred to on Schedule I hereto (collectively, “Trademark Licenses”);

(c) all extensions or renewals of the foregoing;

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

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

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

SECTION 3. Security Agreement; Intercreditor Agreement. The security interests and Liens granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement (the terms and provisions of which are incorporated by reference herein as if fully set forth herein) and in the Intercreditor Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control. Notwithstanding anything herein to the contrary, in the event of any conflict between this Trademark Security Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall govern.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York (including New York General Obligations Law Section 5-1401).

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

SECTION 6. Effect of this Agreement; Amendment and Restatement. It is the intention of each of the parties hereto that that certain Trademark Security Agreement, dated as of May 21, 2015, by and among Targus Group International, Inc., the grantors party thereto, and Wilmington Savings Fund Society, FSB, as collateral agent (the “Original Trademark Security Agreement”), be amended and restated in its entirety pursuant to this Trademark Security Agreement so as to preserve the perfection and priority of all security interests and Liens securing obligations outstanding under the Original Trademark Security Agreement and that all Obligations under and as defined in the Credit Agreement shall be secured by the Liens granted or purported to be granted pursuant to this Trademark Security Agreement and the other Collateral Documents (as

defined in the Credit Agreement) and that this Agreement does not constitute a novation or termination of the Liens or security interests granted and existing under the Original Trademark Security Agreement.

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


TARGUS INTERNATIONAL LLC
TARGUS US SUB I INC.
TARGUS US SUB II INC.
TARGUS US LLC
SENA CASES LLC
TARGUS US NEWCO INC.
TARGUS CAYMAN LP (acting by its general
partner, Targus Cayman GP Limited)
TARGUS CAYMAN GP LIMITED
TARGUS CAYMAN HOLDCO LIMITED
TARGUS CAYMAN SUBCO LIMITED

By: 
Name: Michael Hoepis
Title: Chief Executive Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005782 FRAME: 0224

**TARGUS DELAWARE LLC
TARGUS GROUP US LLC**

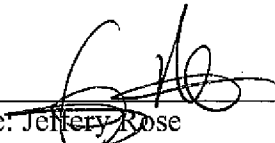
By: 
Name: Michael Hoepf
Title: Chief Executive Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

**TRADEMARK
REEL: 005782 FRAME: 0225**

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as the Collateral Agent

By: _____


Name: Jeffery Rose
Title: Vice President

U.S. TRADEMARKS

COUNTRY	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
United States of America	AZRA	Registered	4457455	Dec 31, 2013	85/738,247	Sep 25, 2012
United States of America	LEATHERSKIN	Registered	4114218	Mar 20, 2012	85/346,270	Jun 14, 2011
United States of America	CHILL MAT	Registered	4260052	Dec 18, 2012	85/392,660	Aug 8, 2011
United States of America	CITYGEAR	Registered	3002799	Sep 27, 2005	78/351,168	Jan 13, 2004
United States of America	DEFCON	Registered	2349241	May 16, 2000	75/347,069	Aug 26, 1997
United States of America	DESIGNED FOR LIFE: YOURS	Registered	4400482	Sep 10, 2013	85/096,303	Jul 29, 2010
United States of America	EASYROLLER	Registered	4011930	Aug 16, 2011	85/219,309	Jan 17, 2011
United States of America	ECOSMART	Registered	4154282	Jun 5, 2012	77/334,056	Nov 20, 2007
United States of America	ECOSMART	Registered	3743328	Jan 26, 2010	77/978,354	Nov 20, 2007
United States of America	FLIP-FIT	Registered	4168498	Jul 3, 2012	85/096,312	Jul 29, 2010
United States of America	INOTEBOOK	Registered	4302956	Mar 12, 2013	85/452,845	Oct 21, 2011
United States of America	PACK LITE, LIVE LONG AND TRAVEL	Registered	3851162	Sep 21, 2010	77/757,755	Jun 11, 2009
United States of America	PARTNERVANTAGE	Registered	3288845	Sep 4, 2007	78/713,180	Sep 14, 2005
United States of America	PORT	Registered	3907850	Jan 18, 2011	85/057,152	Jun 8, 2010
United States of America	PORT	Registered	4735534	May 12, 2015	85/433,909	Sep 28, 2011
United States of America	SAFEPORT	Registered	2127163	Jan 6, 1998	75/216,617	Dec 20, 1996
United States of America	SAFEPORT	Registered	4489486	Feb 25, 2014	85/817,314	Jan 7, 2013
United States of America	SENA	Registered	4338920	May 21, 2013	77/229,304	Jul 13, 2007
United States of America	SENA	Registered	3487310	Aug 19, 2008	77/229,245	Jul 13, 2007
United States of America	SENA	Registered	4535920	May 27, 2014	85/892,165	Apr 1, 2013
United States of America	STOW-N-GO	Registered	3180029	Dec 5, 2006	78/700,815	Aug 25, 2005
United States of America	TARGUS	Registered	3395205	Mar 11, 2008	76/321,840	Oct 5, 2001

TRADEMARK

COUNTRY	MARK	STATUS	REGISTRATION NO.	REGISTRATION DATE	APPLICATION NO.	DATE FILED
United States of America	TARGUS	Registered	1519635	Jan 10, 1989	73/717,954	Mar 21, 1988
United States of America	TARGUS	Registered	3428027	May 13, 2008	78/422,391	May 20, 2004
United States of America	TARGUS	Registered	4,855,965	Nov 17, 2015	85/788,362	Nov 27, 2012
United States of America	TARGUS PLATINUM	Registered	2231849	Mar 16, 1999	75/391,062	Nov 17, 1997
United States of America	VERSAVU	Registered	4453811	Dec 24, 2013	85/867,079	Mar 5, 2013

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