

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Codi, Inc., a Delaware corporation		06/17/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	TD Bank, N.A., a National Banking Association of the United States
<b>Street Address:</b>	2005 Market Street
<b>Internal Address:</b>	2nd Floor
<b>City:</b>	PHILADELPHIA
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3321486	THE ONE YOU TRUST
Registration Number:	3321485	THE ONE YOU TRUST
Registration Number:	3321347	CODI
Registration Number:	3321348	CODI
Serial Number:	76368228	CRADLE
Registration Number:	2618240	CODI
Registration Number:	2133734	AIRPRO
Registration Number:	1950702	CODI
Registration Number:	3705695	ECODI
Registration Number:	3747112	CT3
Registration Number:	3799856	CT3 CHECKPOINT TESTED
Registration Number:	3641620	CODI
Serial Number:	78841262	CODI

OP \$340.00 3321486

**CORRESPONDENCE DATA**

Fax Number: (215)575-7200

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: tmconfirm@dilworthlaw.com

Correspondent Name: Philip J. Foret

Address Line 1: 1500 Market Street

Address Line 2: 3500E

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19102

ATTORNEY DOCKET NUMBER:	CODI/TD
NAME OF SUBMITTER:	Philip J. Foret, Reg. No. 51,689
Signature:	/Philip J. Foret/
Date:	07/07/2011

**Total Attachments: 14**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made effective as of the 17th day of June, 2011 by and between CODi, Inc., a Delaware corporation (the "Assignor"), and TD BANK, N.A. ("Bank").

### BACKGROUND

A. In accordance with the terms of that certain Loan and Security Agreement of even date herewith by and between Assignor and Bank (as the same may be amended, modified, supplemented, extended and/or renewed, the "Loan Agreement"), Bank agreed to extend certain credit facilities to Assignor.

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Bank a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby collaterally assigns, mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the "Collateral"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit "A"**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "B" attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights"); and

(b) Security Interest in Trademarks. To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "C", attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. Restrictions on Future Agreements. Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Bank's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement or the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Bank under this Security Agreement.

4. New Patents, Copyrights and Trademarks. Assignor represents and warrants that the Patents, Copyrights and Trademarks listed on Exhibits "A", "B" and "C", respectively, constitute all of the patents, copyrights, trademarks and applications now owned by Assignor. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (a) obtain rights to any new patentable inventions, trademarks,

servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Bank prompt written notice thereof. Assignor hereby authorizes Bank to modify this Security Agreement by amending Exhibit "A", "B" and/or "C", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights which are Patents, Copyrights or Trademarks, as applicable, under Section 2 above or under this Paragraph 4. Assignor hereby agrees to provide to Bank such assignment or other documentation as Bank may request to record Bank's lien on such future Patents, Copyrights or Trademarks.

5. Royalties; Term. Assignor hereby agrees that the use by Bank of all Patents, Copyrights and Trademarks as described herein shall be worldwide or other related charges from Bank to Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Obligations has been paid in full and the Loan Agreement is terminated.

6. Bank's Right to Inspect. Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights or Trademarks, without the prior written consent of Bank (other than to REDACTED); (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; and (c) not to adversely change the quality of said products without Bank's express written consent.

7. Termination. This Security Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Bank shall execute and deliver to Assignor a termination of Bank's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to release Bank's security interest in full title to the Patents, Copyrights and Trademarks, subject to any disposition thereof which may have been made by Bank pursuant hereto.

8. Duties of Assignor. Assignor shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor will not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark or Copyright without the prior consent of the Bank, such consent not to be unreasonably withheld.

9. Event of Default. Upon the occurrence of an Event of Default, Bank may, without further notice to or consent of Assignor, and in addition to all other rights and remedies available to Bank, immediately record all assignments previously executed and delivered to Bank by Assignor

and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Bank by Assignor of all rights, title and interest of Assignor, in and to the Collateral. Assignor hereby authorizes and agrees that Bank may, through the power of attorney granted in **Section 14** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Bank or any other person or entity selected by Bank.

10. **Bank's Right to Sue.** Following an Event of Default and foreclosure by Bank on the Collateral in accordance with applicable law, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Bank shall commence any such suit, Assignor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan Agreement 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.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be 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 Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Bank's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to protect, evidence or perfect its security interest in the Patents, Trademarks and Copyrights, (b) upon the occurrence of an Event of Default, endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to enforce its security interest in the Patents, Trademarks and Copyrights, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks and Copyrights as the Bank reasonably deems in the best interest of the Bank, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Bank, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Bank.

Bank may also act under such power of attorney to take the actions referenced in **Section 4**. Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns.

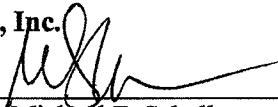
16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Intellectual Property Security Agreement the day and year first above written.

**ASSIGNOR**

**CODi, Inc.**

By: 

Name: Michael F. Schaller

Title: Chief Financial Officer, Treasurer  
and Secretary

**BANK**

**TD BANK, N.A.**

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

Name: Eric Tweer

Title: Vice President – Middle Market

[Signature Page to Intellectual Property Security Agreement]



IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement the day and year first above written.


**ASSIGNOR**

**CODi, Inc.**

By: \_\_\_\_\_  
Name: Michael F. Schaller  
Title: Chief Financial Officer, Treasurer  
and Secretary

**BANK**

**TD BANK, N.A.**

By:   
Name: Eric Tweer  
Title: Vice President – Middle Market


[Signature Page to Intellectual Property Security Agreement]

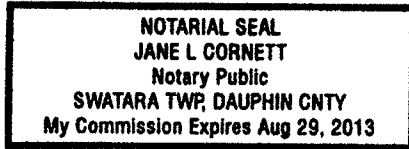
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COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DAUPHIN : ss:  
:

On this 9 day of June, 2011, before me, a Notary Public, personally appeared Michael F. Schaller, who acknowledged himself to be the duly acting Chief Financial Officer, Treasurer and Secretary of CODi, Inc. and that he as such Chief Financial Officer, Treasurer and Secretary, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the Assignor.

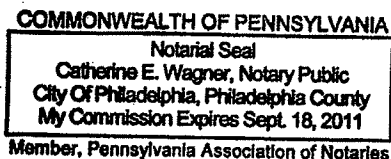
  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF :

On this 9 day of June, 2011, before me, a Notary Public, personally appeared ERIC TWEER, who acknowledged himself/herself to be the duly acting VP-MIDDLE MARKET of TD BANK, N.A and that he/she as such VP-MIDDLE MARKET being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his/her name as such on behalf of the Assignor.

Catherine E. Wagner  
Notary Public  
My Commission Expires: 9/18/11



COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF :

On this \_\_\_\_\_ day of June, 2011, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the duly acting \_\_\_\_\_ of \_\_\_\_\_ and that he/she as such \_\_\_\_\_, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his/her name as such on behalf of the Bank.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT "A"**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents**

**A. PATENTS AND PATENT APPLICATIONS**

Title	Application No.	Application Date	Patent No.	Issue Date	Country	Status
Portable Computer Carrier	08/423,215	April 17, 1995	5,570,780	November 5, 1996	United States	Issued
Computer Restraint Device	60/391,688	June 27, 2002			United States	
Carrying Case for Tablet Computer	12/488,816	June 22, 2009			United States	Pending
Convertible Case for Tablet PC-iMitt	61/358,689	June 25, 2010			United States	
Easel & Lock -X- Lock for Tablet PC	61/453,672	March 2011			United States	
Checkpoint Friendly Laptop Bag	12/404,533	March 16, 2009			United States	

**EXHIBIT "B"**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Copyrights**

None.

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**EXHIBIT "C"**

**TO**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Trademarks**

C. TRADEMARKS AND TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner	Status
THE ONE YOU TRUST	78/863,519	April 18, 2006	3,321,486	October 23, 2007	CODI, INC.	Registered
THE ONE YOU TRUST	78/863,517	April 18, 2006	3,321,485	October 23, 2007	CODI, INC.	Registered
CODi (Stylized)	78/841,264	March 20, 2006	3,321,347	October 23, 2007	CODi, INC.	Registered
CODi (Stylized)	78/841,272	March 20, 2006	3,321,348	October 23, 2007	CODi, INC.	Registered
CODi	78/841,262	April 18, 2006			CODi, INC.	Abandoned - miss-assigned
CRADLE	76/368,228	February 7, 2002			CODi, INC.	Abandoned
CODI	76/360,670	January 21, 2002	2,618,240	September 10, 2002	CODi, INC.	Registered
AIRPRO	75/063,716	February 26, 1996	2,133,734	February 3, 1998	CODi, INC.	Cancelled
CODi (Word Design)	74/592,851	October 31, 1994	1,950,702	January 23, 1996	CODi, INC.	Registered
eCODI	76/690,402	June 9, 2008	3,705,695	November 3, 2009	CODi, INC.	Registered
CT3 (Stylized)	76/691,806	August 4, 2008	3,747,112	February 9, 2010	CODi, INC.	Registered
CT3 CHECKPOINT TESTED	76/692,698	September 9, 2008	3,799,856	June 8, 2010	CODi, INC.	Registered
CODI	76/692,768	September 11, 2008	3,641,620	June 23, 2009	CODi, INC.	Registered
KREU	76/690,401	June 9, 20008	n/a	n/a	CODi, INC.	Abandoned