TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bell'O International Corp.		03/19/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as agent
Street Address:	90 South Seventh Street
Internal Address:	MAC N9305-051
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2598630	BELL'O
Registration Number:	2675479	SIMPLY...BEAUTIFUL
Registration Number:	2641948	CMS
Registration Number:	3262076	PRO BELL'O
Registration Number:	3190125	PAMARI COLLECTION

OP $140.00 2598630

CORRESPONDENCE DATA

Fax Number: (612)766-1600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-766-6911
Email: scarlson@faegre.com
Correspondent Name: Susan Carlson
Address Line 1: 90 South 7th St Ste 2200
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson

Signature:	/e/ Susan Carlson
Date:	03/19/2010

Total Attachments: 9
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AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

This Amended and Restated Patent and Trademark Security Agreement (this, **"Agreement"**) dated as of March 19, 2010, is made by and between BELL'O INTERNATIONAL CORP., a Delaware corporation (the **"Debtor"**), and Wells Fargo Bank, National Association, a national banking association, as agent (in such capacity, the **"Secured Party"**) for the Lenders, as defined in the Credit Agreement described below.

Pursuant to an Amended and Restated Credit Agreement (together with all amendments, modifications and restatements of such Agreement, the **"Credit Agreement"**) of even date herewith among the Borrower, the Secured Party and various financial institutions from time to time a party thereto as lenders (**"Lenders"**), the Lenders have agreed to make advances and grant certain other financial accommodations to the Borrower.

The Debtor previously, executed the Patent and Trademark Security Agreement dated October 21, 2005 in favor of the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the **"Prior Patent and Trademark Security Agreement"**), under which the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's right, title, and interest in, to and under all patents, trademark and other intellectual property of the Debtor.

Pursuant to the Credit Agreement and as a condition precedent to extending credit to or for the account of the Debtor, the Debtor has agreed to execute and deliver this Agreement to the Secured Party, which constitutes an amendment to, and complete restatement of, the Prior Patent and Trademark and Security Agreement, for filing with the United States Patent and Trademark Office and with any other relevant recording systems in any domestic or foreign jurisdiction, as further evidence of, and to effectuate the Secured Party's existing security interests in, the patents, trademarks, patent applications and trademark applications described herein.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents (as defined in the Credit Agreement) and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A .

"Security Interest" has the meaning given in Section 2.

"Trademarks" the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of organization. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's officers and shareholders and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation and bylaws or any agreement presently binding on it. The correct name of the Debtor is "BELL'O INTERNATIONAL CORP." The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency, except for filings necessary to perfect the Security Interest.

(b) ***Patents.*** Exhibit A accurately lists the twenty most valuable (as in good faith determined by the Debtor) U.S. registered Patents owned or controlled by the Debtor as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to such U.S. registered Patents as of the date hereof. If after the date hereof, Exhibit A ceases to accurately reflect (i) the twenty then most valuable (as in good faith determined by the Debtor) U.S. Patents owned or controlled by the Debtor or (ii) the existence and status of applications and letters patent pertaining to such U.S. registered Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Trademarks.*** Exhibit B accurately lists all material U.S. registered Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflect the existence and status of U.S. registered Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliates' business(es). If after the date hereof, the Debtor owns or controls any material U.S. registered Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliates' business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the U.S. registered Trademarks, then the Debtor

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shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) ***Affiliates***. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) ***Title.*** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, respectively, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) ***No Sale.*** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) ***Defense.*** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) ***Maintenance.*** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) ***Secured Party's Right to Take Action***. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but

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need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, until an Event of Default exists and the Secured Party has notified the Debtor that it is revoking such rights.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

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(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Amendment to and Restatement of Earlier Agreement. This Agreement constitutes an amendment to, and a complete restatement of, the Prior Patent and Trademark Security Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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(Signature page follows)

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IN WITNESS WHEREOF, the parties have executed this Amended and Restated Patent and Trademark Security Agreement as of the date written above.

Address:
711 Ginesi Drive
Morganville, NJ 07751-1235

Employer identification number:
20-3506616
Organizational identification number:
4031450

BELL'O INTERNATIONAL CORP.

By _____
Name: Marc Sculler
Title: Chief Executive Officer

STATE OF NEW JERSEY)
) ss.
COUNTY OF MONMOUTH)

The foregoing instrument was acknowledged before me this 17 day of March, 2010, by Marc Sculler, the Chief Executive Officer of BELL'O INTERNATIONAL CORP., a Delaware corporation, on behalf of the corporation.

_____
Notary Public

Mitchell Rubin
NOTARY PUBLIC OF NEW JERSEY
My commission expires Nov. 26, 2012

(Signature Page 1 of 2 to Amended and Restated Patent and Trademark Security Agreement)

Address:
MAC N9305-051
90 South Seventh Street
Minneapolis, MN 55402

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: Jesse S. Mason
Title: Assistant Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19 day of March, 2010, by Jesse S. Mason, an Assistant Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.

Jenell F. Nallick
Notary Public

JENELL F. NALLICK
Notary Public
Minnesota
My Commission Expires January 31, 2015

(Signature Page 2 of 2 to Amended and Restated Patent and Trademark Security Agreement)

EXHIBIT A

UNITED STATES ISSUED PATENTS

Design Patent	Application #	Registered #	Date	Country	Count
PVS-4207	29/205,529	D505,573	5/31/2005	USA	1
HTS-100	29/268,105	D551,869	10/2/2007	USA	2
FP-4224	29/270,922	D562,593	2/26/2008	USA	3
PVS-4218	29/270,929	D564,260	3/18/2008	USA	4
FP-4850	29/286,227	D564,796	3/25/2008	USA	5
FP-4855	29/294,161	D590,636	4/21/2009	USA	6
FP-8501	29/310,594	D595,978	7/14/2009	USA	7
AVS-4601	29/310,614	D590,637	4/21/2009	USA	8
AVSC-2121	29/307,109	D587,496	3/3/2009	USA	9
HDMI head	29/310,488	D604,251	11/17/2009	USA	10
AVSC-9870	29/308,583	D587,497	3/3/2009	USA	11
PR-32	29/310,593	D605,874	12/3/2009	USA	12
AVSC-2055B	29/310,597	D592,428	5/19/2009	USA	13
Packaging A/V Cables	29/310,669	D594,404	6/2/2009	USA	14
Blister Packaging	29/330,435	D597,830	8/11/2009	USA	15
AVSC-2061E	29/310,600	D589,280	8/28/2008	USA	16
Flat Panel Mount 7848	29/294,336	D581,915	2/2/2008	USA	17
Flat Panel Mount Adapter Plates	29/312,083	D599,356	9/1/2009	USA	18
Flat Panel Wall Mount End Caps	29/270,723	D562,812	2/26/2008	USA	19
Flat Panel Wall Mount 8170	29/270,801	D569,381	5/20/2008	USA	20

APPLICATIONS

NONE.

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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Trademark	Application #	Registered #	Date	Country
Bell'O	75/858,131	2,598,630	6/15/2002	USA
Simply Beautiful	76/124,441	2,675,479	12/5/2002	USA
CMS	76/215,631	2,641,948	8/6/2002	USA
Pro Bell'O	78/491,505	3,262,076	3/14/2006	USA
PAMARI	78/635,222	3,190,125	8/1/2006	USA

APPLICATIONS

NONE.

COLLECTIVE MEMBERSHIP MARKS

NONE.