

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belkin International, Inc		03/06/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Capital Finance, LLC, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 71		
Property Type	Number	Word Mark
Registration Number:	3096342	AIRGRIP
Registration Number:	2339459	BELKIN
Registration Number:	2339458	BELKIN
Registration Number:	2339460	BELKIN
Registration Number:	4043493	CONSERVE SMART AV
Registration Number:	3934896	CUSHDESK
Registration Number:	3733188	CUSHTOP
Registration Number:	2512014	DOCKSTATION
Registration Number:	3969278	DUALFIT
Registration Number:	2602145	ECOPOWER BATTERY REPLACEMENT PROGRAM
Registration Number:	1985127	ERGOPAD
Registration Number:	3925995	FASTFIT
Registration Number:	3436020	FLIP
Registration Number:	3790852	FLYTHRU

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Registration Number:	2251753	GELFLEX
Registration Number:	3984148	GRIP ERGO
Registration Number:	3969279	GRIP VUE
Registration Number:	1988087	MASTERCUBE
Registration Number:	3763777	N52TE
Registration Number:	3140063	MEDIAPILOT
Registration Number:	3124282	NEUELEMENTS
Registration Number:	2709854	NOSTROMO
Registration Number:	3124427	OMNIDOCK
Registration Number:	2918042	OMNIGUARD
Registration Number:	2814548	OMNIVIEW
Registration Number:	2988108	PURE AV
Registration Number:	2979127	PUREAV
Registration Number:	2995932	PUREFILTER
Registration Number:	3072025	SILVER SERIES
Registration Number:	2584673	SURGEMASTER
Registration Number:	2371538	TACTILITE
Registration Number:	3412667	TUNEBASE
Registration Number:	3126989	TUNECAST
Registration Number:	3206177	TUNECOMMAND
Registration Number:	3072079	TUNEPOWER
Registration Number:	3555297	TUNEDECK
Registration Number:	3071762	TUNEDOK
Serial Number:	85535043	@TV
Serial Number:	85461786	ADVANCE
Serial Number:	78331290	BELKIN
Serial Number:	78331286	BELKIN
Serial Number:	85480233	BELKIN
Serial Number:	85461788	BELKIN ADVANCE
Serial Number:	77928085	BIT BOOST
Serial Number:	85409687	CHEF STAND
Serial Number:	77844438	CONSERVE
Serial Number:	85104178	CONSERVE ADVISOR
Serial Number:	85015166	CONSERVE COOL
Serial Number:	85015103	CONSERVE INSIGHT

	77889768	DAILY DJ
Serial Number:	85086935	FLIPBLADE
Serial Number:	85066647	GRIP GROOVE
Serial Number:	85409665	INTELLISTREAM
Serial Number:	77889750	MEMORY SAFE
Serial Number:	85486191	
Serial Number:	77889751	MUSIC MOVER
Serial Number:	85437961	PEOPLE INSPIRED PRODUCTS
Serial Number:	85136935	PLUG INTO GOOD
Serial Number:	85189596	STRIDE360
Serial Number:	85164136	SWITCH
Serial Number:	85164143	TRANSFER
Serial Number:	85164122	TRANSPORT
Serial Number:	85409627	TRUCLEAR
Serial Number:	85153988	UNLEASH YOUR NETWORK
Serial Number:	85343226	VIDEOLINK
Serial Number:	85473157	WEMO
Serial Number:	85480336	YOUR TYPE
Registration Number:	3595363	TUNESTUDIO
Registration Number:	3541862	TUNETALK
Registration Number:	2547766	WAVEREST
Registration Number:	3086761	TUNESTAGE

CORRESPONDENCE DATA

Fax Number: (949)720-0182

Phone: 949-224-6291

Email: Trademark@Buchalter.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Farah P. Bhatti, Esq.

Address Line 1: 18400 Von Karman Ave., Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	F6384-1325
NAME OF SUBMITTER:	Farah P. Bhatti
Signature:	/Farah P. Bhatti, Esq/
Date:	03/09/2012

TRADEMARK

REEL: 004732 FRAME: 0368

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of March, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for Secured Parties (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 6, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Belkin International, Inc., a Delaware corporation ("Parent"), Belkin, Inc., a Delaware corporation ("Belkin"), and together with Parent, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent has agreed to act as collateral agent for the Lender Group and the Bank Product Providers (collectively, the "Secured Parties" and each, a "Secured Party") in connection with the transactions contemplated by the Credit Agreement and the Guaranty and Security Agreement (defined below); and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of March 6, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the

following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BELKIN INTERNATIONAL, INC.
a Delaware corporation

By: 
Name: Theresa E. Teskey
Title: Vice President, Finance

[Signatures continue on the following page.]

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: Justin Button
Name: Justin Button
Title: Vice President

[Signature Page to Trademark Security Agreement]

**SCHEDULE TO
TRADEMARK SECURITY AGREEMENT
Dated as of March 6, 2012**

TRADEMARKS

U.S. Issued Trademarks

Mark	Registration No.	Registration Date
AIRGRIP	3,096,342	5/23/06
BELKIN	2,339,459	4/11/00
BELKIN and Design	2,339,458	4/11/00
BELKIN COMPONENTS	2,339,460	4/11/00
CONSERVE SMART AV	4,043,493	10/18/11
CUSHDESK	3,934,896	3/22/11
CUSHTOP	3,733,188	1/05/10
DOCKSTATION	2,512,014	11/27/01
DUALFIT	3,969,278	5/31/11
ECOPOWER BATTERY REPLACEMENT PROGRAM	2,602,145	7/30/02
ERGOPAD	1,985,127	7/9/96
FASTFIT	3,925,995	3/01/11
FLIP	3,436,020	5/27/08
FLYTHRU	3,790,852	5/18/10
GELFLEX	2,251,753	6/8/99
GRIP ERGO	3,984,148	6/28/11
GRIP VUE	3,969,279	5/31/11
MASTERCUBE	1,988,087	7/23/96
N52TE	3,763,777	3/23/10
MEDIAPILOT	3,140,063	9/5/06
NEUELEMENTS	3,124,282	8/1/06
NOSTROMO	2,709,854	4/22/03
OMNIDOCK	3,124,427	8/1/06
OMNIGUARD	2,918,042	1/11/05
OMNIVIEW	2,814,548	2/17/04

[Schedule to Trademark Security Agreement]

Mark	Registration No.	Registration Date
PURE AV (Stylized)	2,988,108	8/23/05
PUREAV	2,979,127	7/26/05
PUREFILTER	2,995,932	9/13/05
SILVER SERIES	3,072,025	3/21/06
SURGEMASTER	2,584,673	6/25/02
TACTILITE	2,371,538	7/25/00
TUNEBASE	3,412,667	4/15/08
TUNECAST	3,126,989	8/08/06
TUNECOMMAND	3,206,177	2/06/07
TUNEPOWER	3,072,079	3/21/06
TUNEDECK	3,555,297	12/30/08
TUNEDOK	3,071,762	3/21/06
TUNESTAGE	3,086,761	4/25/06
TUNESTUDIO	3,595,363	3/24/09
TUNETALK	3,541,862	12/2/08
WAVEREST	2,547,766	3/12/02

[Schedule to Trademark Security Agreement]

Pending U.S. Trademark Applications

Mark	Application No.	Filing Date
@TV	85/535,043	2/6/12
ADVANCE	85/461,786	11/01/11
BELKIN in Plain Block Letters (2003 Version)	78/331,290	11/21/03
BELKIN in Stylized Letters (2003 Version)	78/331,286	11/21/03
BELKIN (Stylized)	85/480,233	11/23/11
BELKIN ADVANCE	85/461,788	11/01/11
BIT BOOST	77/928,085	2/04/10
CHEF STAND	85/409,687	8/29/11
CONSERVE	77/844,438	10/8/09
CONSERVE ADVISOR	85/104,178	8/10/10
CONSERVE COOL	85/015,166	4/15/10
CONSERVE INSIGHT	85/015,103	4/15/10
DAILYDJ	77/889,768	12/9/09
FLIPBLADE	85/086,935	7/16/10
GRIP GROOVE	85/066,647	6/18/10
INTELLISTREAM	85/409,665	8/29/11
MEMORY SAFE	77/889,750	12/9/09
Miscellaneous Design (outline of a person in dots)	85/486,191	12/2/11
MUSIC MOVER	77/889,751	12/9/09
PEOPLE INSPIRED PRODUCTS	85/437,961	10/3/11
PLUG INTO GOOD	85/136,935	9/23/10
STRIDE360	85/189,596	12/2/10
SWITCH	85/164,136	10/28/10
TRANSFER	85/164,143	10/28/10
TRANSPORT	85/164,122	10/28/10
TRUCLEAR	85/409,627	8/29/11
UNLEASH YOUR NETWORK	85/153,988	10/15/10
VIDEOLINK	85/343,226	6/10/11
WEMO	85/473,157	11/15/11
YOUR TYPE	85/480,336	11/23/11

[Schedule to Trademark Security Agreement]