

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cisco Consumer Products LLC		03/15/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as Agent
<b>Street Address:</b>	2450 Colorado Avenue
<b>Internal Address:</b>	Suite 3000W
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	4268699	
Registration Number:	3973445	
Registration Number:	3940188	HOME WIRELESS MADE EASY
Registration Number:	2144553	LINKSYS
Registration Number:	3068996	LINKSYS
Registration Number:	3230527	SPEEDBOOSTER
Registration Number:	2094911	ETHERFAST
Registration Number:	2411278	HOMELINK
Registration Number:	2602282	INSTANT WIRELESS
Registration Number:	2668925	PROCONNECT
Registration Number:	3809462	INSTANT BROADBAND
Serial Number:	85131616	
Serial Number:	85696632	SIMPLETAP

CH \$365.00 4268699

Serial Number:

85820643

LINKSYS

**CORRESPONDENCE DATA**

Fax Number:

2136305846

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

Phone:

213-891-0700

Email:

meason@buchalter.com

Correspondent Name:

Michele A. Eason, Sr. Paralegal

Address Line 1:

1000 Wilshire Blvd.

Address Line 2:

Suite 1500

Address Line 4:

Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:

Michele A. Eason, Sr. Paralegal

Signature:

/Michele A. Eason/

Date:

03/28/2013

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15<sup>th</sup> day of March, 2013, by and between **CISCO CONSUMER PRODUCTS LLC**, a California limited liability company (the "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), 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 Amended and Restated Credit Agreement dated as of March 15, 2013 (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"), the Grantor (together with Parent and Belkin, are referred to hereinafter each individually as a "US Borrower," and individually and collectively, jointly and severally, as the "US Borrowers"), Belkin Limited, a limited company incorporated in England and Wales with company number 03168562 (referred to hereinafter as "UK Borrower") (the US Borrowers and UK Borrower 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 Grantor shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Amended and Restated Guaranty and Security Agreement, dated as of March 15, 2013 (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, Grantor is 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, the 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 the 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 the 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 Grantor 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 the 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 the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the 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 GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*[Signature Page Follow]*

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.

**GRANTOR:**

**CISCO CONSUMER PRODUCTS LLC,**  
a California limited liability company

By:   
Name: Chester J. Pipkin  
Title: Manager

*[Signature Pages Continue]*

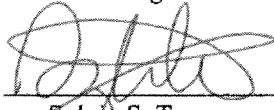
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004993 FRAME: 0930**

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
a national banking association

By:   
Name: Sylvia S. Tran  
Title: Assistant Vice President

**SCHEDULE TO  
TRADEMARK SECURITY AGREEMENT  
Dated as of March 15, 2013**

**TRADEMARKS**

**U.S. Issued Trademarks of CCP**

Mark	Registration No.	Registration Date
CONNECT HOUSE Design (in color)	4,268,699	1/1/2013
CONNECT HOUSE Design (in color)	3,973,445	6/7/2011
HOME WIRELESS MADE EASY	3,940,188	4/5/2011
LINKSYS	2,144,553	3/17/1998
LINKSYS	3,068,996	3/14/2006
SPEEDBOOSTER Logo	3,230,527	4/17/2007
ETHERFAST	2,094,911	9/9/1997
HOMELINK	2,411,278	12/5/2000
INSTANT WIRELESS	2,602,282	7/30/2002
PROCONNECT	2,668,925	12/31/2002
INSTANT BROADBAND	3,809,462	06/29/2010

**Pending U.S. Trademark Applications of CCP**

Mark	Application No.	Filing Date
CONNECT HOUSE Design (in color)	85/131616	9/16/2010
SIMPLETAP	85/696,632	8/6/2012
LINKSYS (and Design)	85/820,643	1/10/2013