

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Belkin International, Inc.		12/01/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	111 W. Ocean Blvd., Suite 300		
<b>Internal Address:</b>	Attn: Thomas Sigurdson, Vice President		
<b>City:</b>	Long Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90802		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	85104178	CONSERVE ADVISOR	
Serial Number:	85086935	FLIPBLADE	
Serial Number:	85136935	PLUG INTO GOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)612-2499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-612-2020		
<b>Email:</b>	lpartmann@orrick.com		
<b>Correspondent Name:</b>	Ramon Galvan		
<b>Address Line 1:</b>	777 South Figueroa Street, Suite 3200		
<b>Address Line 2:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017-5855		
<b>ATTORNEY DOCKET NUMBER:</b>	1696-319/1640		
<b>NAME OF SUBMITTER:</b>	Ramon Galvan		

CH \$90.00 85104178

900177829

**TRADEMARK**  
 REEL: 004424 FRAME: 0441

Signature:	/Ramon Galvan/
Date:	12/03/2010
Total Attachments: 4 source=Belkin - Trademarks Dec 2010#page1.tif source=Belkin - Trademarks Dec 2010#page2.tif source=Belkin - Trademarks Dec 2010#page3.tif source=Belkin - Trademarks Dec 2010#page4.tif	

**GRANT OF SECURITY INTEREST**  
**TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of December 1, 2010 is executed by BELKIN INTERNATIONAL, INC., a Delaware corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Second Amended and Restated Credit Agreement, dated as of August 25, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Belkin International, Inc. (f/k/a Belkin Corporation), Belkin Inc., (f/k/a Belkin Logistics, Inc.), the Lenders and Wells Fargo Bank, National Association, as Administrative Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to Belkin International, Inc. and Belkin, Inc. upon the terms and subject to the conditions set forth therein.

B. The Grantor has a bona fide intent to use the trademarks more particularly described on Schedule 1 annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Amended and Restated Security Agreement (Intellectual Property) dated as of October 1, 2003 (the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

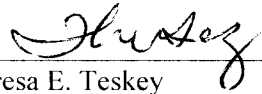
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Bank, National Association  
111 W. Ocean Blvd., Suite 300  
Long Beach, California 90802  
Attention: Thomas Sigurdson, Vice President  
Tel. No. (562) 628-2108  
Fax No. (562) 437-6698

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**BELKIN INTERNATIONAL, INC.,  
a Delaware Corporation**

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

**Schedule 1 to  
Grant of Security Interest  
Dated as of December 1, 2010**

TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
CONSERVE ADVISOR	85/104,178	8/10/10
FLIPBLADE	85/086,935	7/16/10
PLUG INTO GOOD	85/136,935	9/23/10

**CALIFORNIA  
ALL PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT**

State of California


County of Los Angeles } SS.

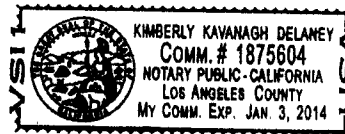
On December 1st, 2010 before me, Kimberly Kavanagh Delaney, Notary Public.  
(insert name and title of the officer)

personally appeared Theresa Ellen Teskey,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

  
(signature of notary public)



(seal)