

01-14-2003



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

102337265

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Docket No. *
Client Reference *

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **SaRonix, LLC**
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

Additional names(s) of conveying party(ies) attached? Yes No

12-30-02

2. Name and address of receiving party(ies)
 Name: **Pericom Semiconductor Corporation**
 Internal
 Address: _____
 Street Address: **2380 Bering Drive**
 City: **San Jose** State: **CA** Zip: **95131**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **December 11, 2002**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
U.S. Trademark Registration No. 1,164,654
See Schedule 1 attached to the Security Agreement (Trademarks) attached hereto.

5. Name and address of party to whom correspondence concerning document should be mailed:
Nicholas J. Pace
 Morrison & Foerster LLP
 755 Page Mill Road
 Palo Alto, California 94304-1018

01/13/2003 TDIAZ1 00000247 031952 1164654
 01 FC:8521 40.00 CH

6. Total number of applications and registrations involved:..... 1

7. Total fee (37 CR 3.41)..... \$40.00
 Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket 16136/27

8. Deposit account number:

03-1952

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nicholas J. Pace
 Name of Person Signing

Nicholas J. Pace
 Signature

December 23, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

SECURITY AGREEMENT

(Trademarks)

THIS SECURITY AGREEMENT (Trademarks) (the "Trademark Security Agreement") is made and dated as of the 11th day of December, 2002, by and between SARONIX, LLC, a Delaware limited liability company (the "Debtor"), and PERICOM SEMICONDUCTOR CORPORATION, a California corporation (the "Secured Party").

RECITALS

A. Pursuant to that certain Loan Agreement dated as of December 11, 2002, between Secured Party and Debtor (as amended, modified or waived, the "Loan Agreement"), Secured Party extended or agreed to extend credit to or for the benefit of Debtor on the terms and conditions and subject to the conditions set forth therein.

B. In connection therewith, Debtor agreed, among other things, to execute and deliver in favor of Secured Party (i) that certain Security Agreement dated as of December 11, 2002 (as amended, modified or waived, the "Security Agreement") between Debtor and Secured Party, and (ii) certain supplemental documents, including, without limitation, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. As collateral security for the Obligation (as defined in the Security Agreement), Debtor hereby mortgages, assigns, grants and conveys to the Secured Party, a security interest, pledge, assignment and mortgage in all of Debtor's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, trademarks, service marks, unregistered marks, logos, indicia, tradenames, tradestyles, other business identifiers and rights and works protectable by trademark whether now owned or hereafter, and, except to the extent prohibited by the terms thereof or by law, all agreements in respect of Trademarks owned by third parties, including, without limitation, the Trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising goodwill symbolized by or associated with any of the foregoing;

(g) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Secured Party for past, present and future infringements of any of the foregoing; and

(h) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Loan Agreement, the Security Agreement, and any other documents, Debtor hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Debtor which are registered with the United States Patent and Trademark Office (any and all trademarks so registered being the "Trademarks"); and

(b) Agrees promptly to notify Secured Party in writing of any additional Trademarks of which Debtor becomes the owner, and to deliver to Secured Party an amended Schedule I reflecting such additional Trademarks. Secured Party is hereby authorized to cause such amended Schedule I to be filed and recorded in an amendment of this Trademark Security Agreement.

3. No Present Assignment. Neither the Loan Agreement, this Trademark Security Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Secured Party, it is the intention of the parties hereto that Debtor continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Loan Agreement, the Security Agreement and the other documents executed in connection therewith and Secured Party shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral pursuant to the Security Agreement.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Trademark Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

(e) This Trademark Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[SIGNATURES ON FOLLOWING PAGE]

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

DEBTOR

SARONIX, LLC, a Delaware limited liability company

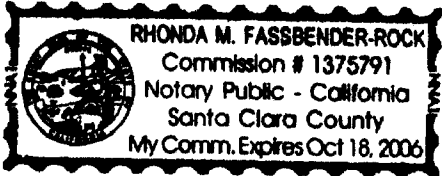
By: *Michael Nusbaum*
Name: Michael Nusbaum
Title: President and CEO

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Clara)

On December 11, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Michael Nusbaum, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that, by his signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

[Signature]
My commission expires on 10/18/06



SECURED PARTY

PERICOM SEMICONDUCTOR CORPORATION, a California corporation

By: *Alex Hui*
Name: Alex Hui
Title: President and CEO

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Clara)

On December 11, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Alex Hui, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that, by his signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

[Signature]
My commission expires on 10/18/06



SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT
(Description of Trademark Collateral)

TRADEMARKS:

Registrations:

<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>	<u>Description</u>
SaRonix, LLC	U.S. Trademark Registration No. 1,164,654	August 11, 1981	USA	NYMPH

pa-750689