

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Trademark Security Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EXAL CORPORATION		03/31/2010	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as U.S. Collateral Agent		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1919231		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216.479.8500		
<b>Email:</b>	trademark@ssd.com		
<b>Correspondent Name:</b>	Laura E. Hoag		
<b>Address Line 1:</b>	Squire, Sanders & Dempsey L.L.P.		
<b>Address Line 2:</b>	4900 Key Tower, 127 Public Square		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1304		
<b>ATTORNEY DOCKET NUMBER:</b>	035737.00042		
<b>NAME OF SUBMITTER:</b>	Laura E. Hoag		
<b>Signature:</b>	/LEH/		
<b>Date:</b>	04/01/2010		

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**Total Attachments: 3**

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## Notice of Trademark Security Assignment

This Notice of Trademark Security Assignment (this "Notice"), dated as of March 31, 2010, is made by EXAL CORPORATION, an Ohio corporation ("Grantor"). Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Grantor is party to that certain Guarantee and Collateral Agreement, dated as of March 31, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, Element US Holding Company, a Delaware corporation, Element Holdings II L.P., a Cayman Islands limited partnership, and Fifth Third Bank, an Ohio banking corporation ("U.S. Collateral Agent"); and

WHEREAS, pursuant to and in accordance with the Security Agreement, Grantor granted to the U.S. Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in and to the Trademarks set forth on Schedule I hereto (the "Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Assignment. Grantor granted to the U.S. Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in and to the Trademark Collateral, pursuant to and in accordance with the Security Agreement.

SECTION 2. Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the U.S. Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern. This Notice is expressly subject to the terms and conditions of the Security Agreement.

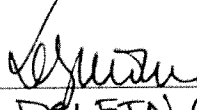
SECTION 3. Recordation. This Notice has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Counterparts. This Notice may be executed in counterparts and delivered by facsimile or otherwise electronically, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. This Notice shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Grantor has caused this Notice to be duly executed as of the date first written above.

**EXAL CORPORATION**

By:   
Name: DELFIN GIBERT  
Title: President

[Signature Page to Notice of Trademark Security Agreement]

Schedule I

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>
E Wave Design trademark	1,919,231