

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spanion LLC		05/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
Spanion Technology Inc.		05/10/2010	CORPORATION: DELAWARE
Spanion Technology LLC		05/10/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank plc
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	public limited company: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3385314	CERIUM LABS
Registration Number:	2885898	SPANSION
Registration Number:	2780995	FLEXBANK
Registration Number:	3414512	CERIUM LABS
Registration Number:	3080309	MIRRORBIT
Registration Number:	2901564	SPANSION
Serial Number:	77505972	ECORAM
Serial Number:	77505962	SPANSION ECORAM
Serial Number:	77142055	MIRRORBIT ECLIPSE

CORRESPONDENCE DATA

900163827

**TRADEMARK
 REEL: 004218 FRAME: 0921**

OP \$240.00 3385314

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins, c/o Julie Dalke
Address Line 1: 650 Town Center Dr, 20th floor
Address Line 2: 042243-0080
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042243-0080
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	06/04/2010

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 10, 2010 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of SPANSION LLC, a Delaware limited liability company, SPANSION TECHNOLOGY LLC, a Delaware limited liability company, and certain of their subsidiaries party hereto from time to time (collectively, "Grantors") and BARCLAYS BANK PLC, in its capacity as administrative agent and collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Grantors, Spansion Inc., Spansion International, Inc. and Cerium Laboratories LLC are party to a Pledge and Security Agreement dated as of May 10, 2010 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Loan Documents, the Grantors hereby agree with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Administrative Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iv) all rights to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

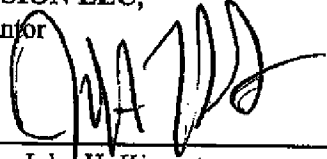
SECTION 4. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAWS). THE PROVISIONS OF THE LEASE AGREEMENT UNDER THE HEADINGS "MISCELLANEOUS" AND "WAIVER OF JURY TRIAL" ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE PODS FINANCING AGREEMENTS.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed originally or by facsimile or other means of electronic transmission and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

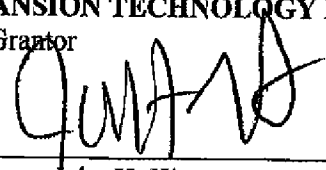
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPANSION LLC,
as Grantor

By: 
Name: John H. Kispert
Title: President and Chief Executive Officer

SPANSION TECHNOLOGY LLC,
as Grantor

By: 
Name: John H. Kispert
Title: Chief Executive Officer

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name:






Title:

Ritam Bhalla
Vice President





Signature Page to Trademark Security Agreement

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I
to SCHEDULE
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Owner	Application No. Filing Date	Registration No. Registration Date
	Australia	Spansion LLC	979469 11/24/03	979469 11/24/03
SPANSION	Australia	Spansion LLC	974572 10/16/03	974572 10/16/03
ORNAND	Benelux	Spansion LLC	1104681 2/20/06	794419 3/3/06
	Brazil	Spansion LLC	826075533 11/21/03	826075533 8/25/09
	Brazil	Spansion LLC	826075541 11/21/03	826075541 9/8/09
MIRRORBIT	Brazil	Spansion LLC	824152603 11/16/01	824152603 2/6/08
SPANSION	Brazil	Spansion LLC	825986397 10/17/03	825986397 19-AUG-2008
SPANSION	Brazil	Spansion LLC	825986389 10/17/03	825986389 30-SEP-2008
	Canada	Spansion LLC	1197907 11/24/03	TMA701450 11/22/07
MIRRORBIT	Canada	Spansion LLC	1295299 3/15/06	TMA693222 8/1/07
SPANSION	Canada	Spansion LLC	1193486 10/16/03	TMA701496 11/22/07
ECORAM	China	Spansion LLC	7126583 12/22/08	
MIRRORBIT	China	Spansion LLC	3018580 11/15/01	3018580 2/21/03
	Czech Republic	Spansion LLC	198309 11/21/03	265450 8/25/04
SPANSION	Czech Republic	Spansion LLC	197003 10/17/03	264155 6/28/04

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Trademark	Country	Owner	Application No. Filing Date	Registration No. Registration Date
 Ceriumlabs	EU	Spansion LLC	4201901 12/15/04	4201901 3/1/06
 SPANSION	EU	Spansion LLC	3552775 11/24/03	3552775 1/19/06
MirrorFlash	EU	Spansion Technology Inc	2704104 5/10/02	2704104 10/21/03
CERIUM LABS	EU	Spansion LLC	3921517 7/7/04	3921517 11/8/05
ECORAM	EU	Spansion LLC	7486996 12/22/08	7486996 7/21/09
FLEXBANK	EU	Spansion Technology Inc	1368984 10/28/99	1368984 12/20/00
HiddenROM	EU	Spansion Technology Inc	1149087 4/16/99	1149087 6/14/00
MIRRORBIT	EU	Spansion LLC	2463297 11/15/01	2463297 3/20/03
MIRRORBIT ECLIPSE	EU	Spansion LLC	6296561 9/20/07	6296561 8/21/08
SPANSION	EU	Spansion LLC	3408481 10/16/03	3408481 2/7/05
 Ceriumlabs	Japan	Spansion LLC	2004-113913 12/14/04	4873406 6/17/05
CERIUM LABS	Japan	Spansion LLC	2004-062902 7/7/04	4843379 3/4/05
ECORAM	Japan	Spansion LLC	2008-102854 12/22/08	
MIRRORBIT	Japan	Spansion LLC	2001-106495 11/28/01	4620683 11/15/02
MIRRORBIT ECLIPSE	Japan	Spansion LLC	2007-027187 3/28/07	5107708 1/25/08
 SPANSION	Mexico	Spansion LLC	631426 11/27/03	879923 4/29/05
SPANSION	Mexico	Spansion LLC	625165 10/17/03	887939 6/24/05

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Trademark	Country	Owner	Application No. Filing Date	Registration No. Registration Date
	New Zealand	Spansion LLC	704831 11/21/03	704831 5/27/04
SPANSION	New Zealand	Spansion LLC	703148 10/16/03	703148 4/22/04
	Poland	Spansion LLC	273025 11/24/03	177595 8/25/06
SPANSION	Poland	Spansion LLC	271343 10/17/03	176347 7/26/06
	South Korea	Spansion LLC	45-2006- 0004069 11/10/06	450021843 12/24/07
ECORAM	South Korea	Spansion LLC	40-2008- 0059046 12/22/08	4008127 1/27/10
SPANSION	South Korea	Spansion LLC	45-2003- 0003617 10/9/03	450018854 2/5/07
	South Korea	Spansion LLC	45-2003- 0003616 10/9/03	Abandoned
	US	Spansion LLC	78/517807 11/16/04	3385314 2/19/08
	US	Spansion LLC	76/518185 5/30/03	2885898 9/21/04
FlexBank	US	Spansion Technology Inc.	75/869157 12/9/99	2780995 11/11/03
CERIUM LABS	US	Spansion LLC	78/437870 6/18/04	3414512 4/22/08
ECORAM	US	Spansion LLC	77/505972 6/23/08	Abandoned
MIRRORBIT	US	Spansion; LLC	78/063726 5/15/01	3080309 4/11/06
SPANSION	US	Spansion LLC	78/239428 4/18/03	2901564 11/9/04

<u>Trademark</u>	<u>Country</u>	<u>Owner</u>	<u>Application No. Filing Date</u>	<u>Registration No. Registration Date</u>
SPANSION ECORAM	US	Spansion LLC	77/505962 6/23/08	Abandoned
MIRRORBIT ECLIPSE	US	Spansion LLC	77/142,055 3/27/07	Abandoned

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RECORDED: 06/04/2010

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