

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microsemi Corporation		01/11/2011	CORPORATION: DELAWARE
White Electronic Designs Corp.		01/11/2011	CORPORATION: INDIANA
Actel Corporation		01/11/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Morgan Stanley & Co. Incorporated		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	1534019		
Registration Number:	1753737	APT	
Registration Number:	2166537	POWER MOS V	
Registration Number:	2296881	THUNDERBOLT IGBT	
Registration Number:	2335792	MICROSEMI	
Registration Number:	2552196	POWER MOS 7	
Registration Number:	2552197	POWER MOS VI	
Registration Number:	2603685	APT	
Registration Number:	2639994	THINKEY	
Registration Number:	2683474	POWER MOS IV	
Registration Number:	2856178	POWERMITE 3	
Registration Number:	2860557	OPTOMITE	

900184079

TRADEMARK
 REEL: 004477 FRAME: 0137

CH \$1140.00 1534019

Registration Number:	2952110	NANOMOUNT
Registration Number:	2962199	T-MAX
Registration Number:	2977434	SRM
Registration Number:	3177332	MMSM
Registration Number:	3358135	LX8211
Registration Number:	3358136	LX1701
Registration Number:	3398209	POWER MOS 8
Registration Number:	3400428	
Registration Number:	3586204	HIPOE
Registration Number:	2079692	PLASTIC PLUS
Registration Number:	1778715	ACTEL
Registration Number:	2650743	LIBERO
Registration Number:	2808306	PROASIC PLUS
Registration Number:	2808307	PROASIC
Registration Number:	2824875	F
Registration Number:	2839980	PROASIC PLUS
Registration Number:	2859396	AXCELERATOR
Registration Number:	2884794	AXCELERATOR
Registration Number:	2924916	FLASHLOCK
Registration Number:	3010102	FUSELOCK
Registration Number:	3325752	ACTEL FUSION
Registration Number:	3369085	IGLOO
Registration Number:	3381505	F FUSION
Registration Number:	3711187	ACTEL
Registration Number:	3832805	SMARTFUSION
Serial Number:	77818788	GUARDIAN
Serial Number:	77909129	MICROSEMI SECURE WAVE
Serial Number:	77909140	SECURE WAVE
Serial Number:	85088755	DAZL!
Serial Number:	77818811	ARMOR
Serial Number:	77820731	SECURESTOR
Serial Number:	77820739	SNAPPURGE
Serial Number:	77734225	SMARTIGLOO

CORRESPONDENCE DATA

TRADEMARK
REEL: 004477 FRAME: 0138

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: robert.wise@skadden.com

Correspondent Name: Tracy Gardner

Address Line 1: 4 Times Square

Address Line 2: Skadden Arps Slate Meagher & Flom LLP

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:

Tracy Gardner

Signature:

/Tracy C. Gardner/

Date:

02/11/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 11, 2011 ("Trademark Security Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), is in favor of MORGAN STANLEY & CO. INCORPORATED, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (in such capacity, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated as of November 2, 2010 (the "Guarantee and Collateral Agreement") in favor of the Assignee and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, the "Administrative Agent") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent

severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Assignee pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.


THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

[Remainder of This Page Intentionally Left Blank.]

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 above written.

**MICROSEMI CORPORATION
WHITE ELECTRONIC DESIGNS CORP.
ACTEL CORPORATION**

By: 
Name: John W. Hohener
Title: Chief Financial Officer and Secretary of
White Electronic Designs Corp. and
Actel Corporation and
Executive Vice President, Chief Financial
Officer, Treasurer and Secretary of
Microsemi Corporation

Accepted and Agreed:

MORGAN STANLEY & CO. INCORPORATED, as Assignee

By: _____
Name:
Title:

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 above written.

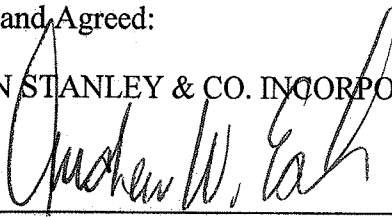
**MICROSEMI CORPORATION
WHITE ELECTRONIC DESIGNS CORP.
ACTEL CORPORATION**

By: _____
Name:
Title:

Accepted and Agreed:

MORGAN STANLEY & CO. INCORPORATED, as Assignee

By:



Name: Andrew Earls

Title: Authorized Signatory

TRADEMARKSTrademark Registrations and ApplicationsRegistered US Trademarks:

	<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Microsemi Corporation	DESIGN ONLY	1534019	04/11/89
2.	Microsemi Corporation	APT	1753737	02/23/93
3.	Microsemi Corporation	POWER MOS V	2166537	06/16/98
4.	Microsemi Corporation	THUNDERBOLT IGBT	2296881	11/30/99
5.	Microsemi Corporation	MICROSEMI	2335792	03/28/00
6.	Microsemi Corporation	POWER MOS 7	2552196	03/26/02
7.	Microsemi Corporation	POWER MOS VI	2552197	03/26/02
8.	Microsemi Corporation	APT	2603685	08/06/02
9.	Microsemi Corporation	THINKEY	2639994	10/22/02
10.	Microsemi Corporation	POWER MOS IV	2683474	02/04/03
11.	Microsemi Corporation	POWERMITE 3	2856178	06/22/04
12.	Microsemi Corporation	OPTOMITE	2860557	07/06/04
13.	Microsemi Corporation	NANOMOUNT	2952110	05/17/05
14.	Microsemi Corporation	T-MAX	2962199	06/14/05
15.	Microsemi Corporation	SRM	2977434	07/26/05
16.	Microsemi Corporation	MMSM	3177332	11/28/06
17.	Microsemi Corporation	LX8211	3358135	12/18/07
18.	Microsemi Corporation	LX1701	3358136	12/18/07
19.	Microsemi Corporation	POWER MOS 8	3398209	03/18/08
20.	Microsemi Corporation	DESIGN ONLY	3400428	03/25/08
21.	Microsemi Corporation	HIPOE	3586204	03/10/09
22.	White Electronic Designs Corporation	PLASTIC PLUS	2079692	07/15/97
23.	Actel Corp.	ACTEL	1778715	06/29/93
24.	Actel Corp.	LIBERO	2650743	11/12/02
25.	Actel Corp.	PROASIC PLUS	2808306	01/27/04
26.	Actel Corp.	PROASIC	2808307	01/27/04
27.	Actel Corp.	"F-Lock" Logo	2824875	03/23/04
28.	Actel Corp.	ProASIC PLUS	2839980	05/11/04
29.	Actel Corp.	AXCELERATOR	2859396	07/06/04
30.	Actel Corp.	AXCELERATOR	2884794	09/14/04
31.	Actel Corp.	FLASHLOCK	2924916	02/08/05
32.	Actel Corp.	FUSELOCK	3010102	11/01/05
33.	Actel Corp.	ACTEL FUSION	3325752	10/30/07
34.	Actel Corp.	IGLOO	3369085	01/15/08
35.	Actel Corp.	FUSION Logo	3381505	02/12/08

	<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
36.	Actel Corp.	ACTEL	3711187	11/17/09
37.	Actel Corp.	SMARTFUSION	3832805	08/10/10

US Trademark Applications:

	<u>Registered Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
1.	Microsemi Corporation	GUARDIAN	77818788	09/02/09
2.	Microsemi Corporation	MICROSEMI SECURE WAVE	77909129	01/11/10
3.	Microsemi Corporation	SECURE WAVE	77909140	01/11/10
4.	Microsemi Corporation	DAZL!	85088755	07/20/10
5.	Microsemi Corporation	ARMOR	77818811	09/02/09
6.	Microsemi Corporation	SECURESTOR	77820731	09/04/09
7.	Microsemi Corporation	SNAPPURGE	77820739	09/04/09
8.	Actel Corp.	SMARTIGLOO	77734225	05/11/09