

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atmel Automotive GmbH		02/24/2011	CORPORATION: GERMANY

RECEIVING PARTY DATA

Name:	Atmel Corporation
Street Address:	2325 Orchard Parkway
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1648039	IDIC

CORRESPONDENCE DATA

Fax Number: (202)756-8087
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: washington_ip_docket@mwe.com
 Correspondent Name: Richard Y. Kim
 Address Line 1: 600 Thirteenth Street, N.W.
 Address Line 2: McDermott Will & Emery LLP
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-3096

NAME OF SUBMITTER:	Richard Y. Kim
Signature:	/Richard Y. Kim/
Date:	03/15/2011

Total Attachments: 4
 source=2011_AtmelAutomotiveGmbH_AtmelCorp_TrademarkAssignment#page1.tif

900186504

**TRADEMARK
 REEL: 004498 FRAME: 0537**

CH \$40.00 1648039

source=2011_AtmelAutomotiveGmbH_AtmelCorp_TrademarkAssignment#page2.tif
source=2011_AtmelAutomotiveGmbH_AtmelCorp_TrademarkAssignment#page3.tif
source=2011_AtmelAutomotiveGmbH_AtmelCorp_TrademarkAssignment#page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*"), dated February 24, 2011, is entered into by and between **Atmel Automotive GmbH**, a company registered with the commercial register of the local court of Stuttgart under HRB 106594, and having a registered office in Heilbronn, Germany ("*Assignor*") and **Atmel Corporation**, a corporation organized and existing under the laws of the State of Delaware in the United States of America, and having an office and place of business at 2325 Orchard Parkway, San Jose, California 95131 ("*Assignee*"), each individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, Assignor is the owner of the common law trademarks, registered trademarks, applications to register trademarks, and other registrations or applications related to trademarks listed on Schedule 1, attached hereto (the "*Assigned Marks*").

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the sum of one hundred dollars (\$100.00) paid by Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor does hereby assign, transfer, convey and set over unto Assignee its full right, title and interest, including common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the Assigned Marks in the United States and throughout the world in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Representation and Warranty by Assignor. Assignor hereby represents and warrants to Assignee that Assignor has the full right, title and interest to assign, transfer, convey, and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Section 3. Covenant by Assignor. Assignor agrees that it will, upon Assignee's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Assignee's title in, to and under the Assigned Marks.

Section 4. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

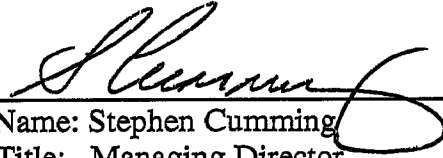
Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

Section 6. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

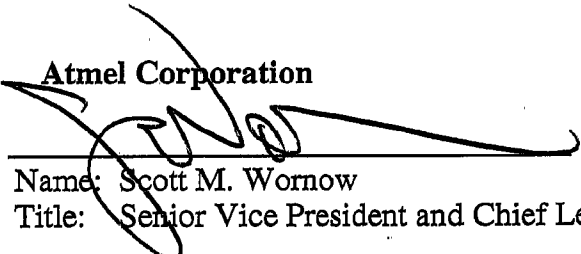
Atmel Automotive GmbH

By:


Name: Stephen Cumming
Title: Managing Director

Atmel Corporation

By:


Name: Scott M. Wornow
Title: Senior Vice President and Chief Legal Officer

TRADEMARK

REEL: 004498 FRAME: 0540

Schedule 1

Country	Trademark	Owner	Status	App. Number	Reg. Number
Germany	IDIC	ATMEL AUTOMOTIVE GMBH	Registered	E29318/9	1156951
United Kingdom	IDIC	ATMEL AUTOMOTIVE GMBH	Registered	1432685	1432685
United States of America	IDIC	ATMEL AUTOMOTIVE GMBH	Registered	74/081822	1648039
European Community	SMART-I.S.	ATMEL AUTOMOTIVE GMBH	Registered	002334191	002334191
Germany	ANTARIS	ATMEL AUTOMOTIVE GMBH	Registered	30604130	30604130
European Community	ANTARIS	ATMEL AUTOMOTIVE GMBH	Registered	005361357	005361357

TRADEMARK**REEL: 004498 FRAME: 0541**

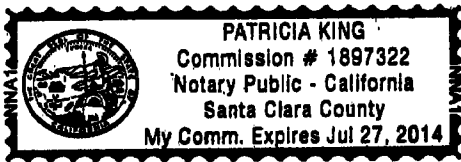
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On February 24, 2011 before me, Patricia King, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen Cumming and Scott Wornow
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ they executed the same in ~~his/her/their~~ their authorized capacity(ies), and that by ~~his/her/their~~ 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: Patricia King
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment

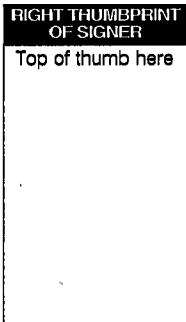
Document Date: February 24, 2011 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

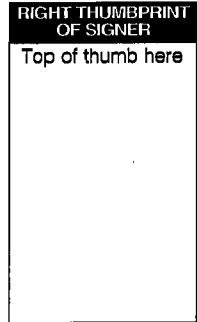
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____