

**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 Switzerland SARL		02/24/2011	CORPORATION: SWITZERLAND

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3490842	ADJACENT KEY SUPPRESSION
Registration Number:	3684569	AKS
Registration Number:	3578043	PHILIPP SPRING
Registration Number:	3713468	QPROX
Registration Number:	3552073	QSLIDE
Serial Number:	77200459	QT
Registration Number:	3552071	QTOUCH
Registration Number:	3901123	QTWO
Registration Number:	3552072	QWHEEL
Registration Number:	3486628	THE CHARGE-TRANSFER COMPANY
Serial Number:	77602148	TWO TOUCH

**CORRESPONDENCE DATA**

Fax Number: (202)756-8087

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

**900186524**

**TRADEMARK  
 REEL: 004498 FRAME: 0638**

**CH \$290.00 3490842**

Phone: 2027568000  
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:

03/16/2011

Total Attachments: 6

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*"), dated February 24, 2011, is entered into by and between **ATMEL SWITZERLAND SARL**, a corporation organized and existing under the laws of Switzerland with its business address at Rte Arsenaux 41, Case postale 80, 1705 Fribourg, Switzerland ("*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.

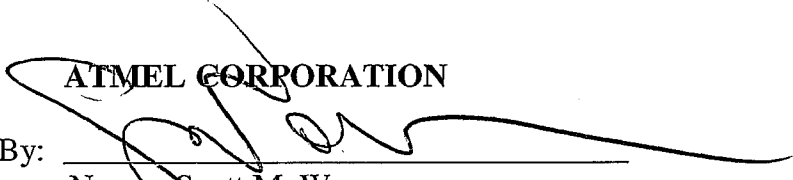
Section 6. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all 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 SWITZERLAND SARL**

By:   
Name: Stephen Cumming  
Title: Gerant

**ATMEL CORPORATION**

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

**SCHEDULE 1**

<b>Country</b>	<b>Trademark</b>	<b>Owner</b>	<b>Status</b>	<b>App. Number</b>	<b>Reg. Number</b>
European Community	ADJACENT KEY SUPPRESSION	ATMEL SWITZERLAND SARL	Registered	005146139	005146139
European Community	AKS	ATMEL SWITZERLAND SARL	Registered	005146196	005146196
European Community	PHILIPP SPRING	ATMEL SWITZERLAND SARL	Registered	005144928	005144928
European Community	QFIELD	ATMEL SWITZERLAND SARL	Registered	005144456	005144456
European Community	QPROX	ATMEL SWITZERLAND SARL	Registered	005144233	005144233
European Community	QRG	ATMEL SWITZERLAND SARL	Registered	006555213	006555213
European Community	QSLIDE	ATMEL SWITZERLAND SARL	Registered	005145453	005145453
European Community	QTOUCH	ATMEL SWITZERLAND SARL	Registered	005144613	005144613
European Community	QTWO	ATMEL SWITZERLAND SARL	Registered	006743306	006743306
European Community	QUANTUM RESEARCH GROUP AND DESIGN	ATMEL SWITZERLAND SARL	Registered	005144381	005144381
European Community	QWHEEL	ATMEL SWITZERLAND SARL	Registered	005144514	005144514
European Community	THE CHARGE-TRANSFER COMPANY	ATMEL SWITZERLAND SARL	Registered	005606066	005606066
European Community	THE NEW VISION OF TOUCH	ATMEL SWITZERLAND SARL	Registered	005146089	005146089
European Community	QT	ATMEL SWITZERLAND SARL	Published	005606074	
United Kingdom	QUANTUM RESEARCH GROUP	ATMEL SWITZERLAND SARL	Registered	2424813	2424813
United States of America	ADJACENT KEY SUPPRESSION	ATMEL SWITZERLAND SARL	Registered	78/909654	3490842
United States of America	AKS	ATMEL SWITZERLAND SARL	Registered	78/901188	3684569
Int'l Registration - Madrid Protocol Only	BITCLOUD	ATMEL SWITZERLAND SARL	Registered	995984	995984
United Kingdom	BITCLOUD	ATMEL SWITZERLAND SARL	Registered	995984	995984
Ireland	BITCLOUD	ATMEL SWITZERLAND SARL	Registered	995984	995984
United States of America	BITCLOUD	ATMEL SWITZERLAND SARL	Registered	79/066254	3728677
Denmark	BITCLOUD	ATMEL SWITZERLAND SARL	Registered	995984	995984
Estonia	BITCLOUD	ATMEL SWITZERLAND SARL	Registered	995984	995984
Finland	BITCLOUD	ATMEL SWITZERLAND SARL	Registered	995984	995984
Greece	BITCLOUD	ATMEL	Registered	995984	995984

		SWITZERLAND SARL			
Lithuania	BITCLOUD	ATMEL SWITZERLAND SARL	Registered	995984	995984
Sweden	BITCLOUD	ATMEL SWITZERLAND SARL	Registered	995984	995984
United States of America	PHILIPP SPRING	ATMEL SWITZERLAND SARL	Registered	78/909659	3578043
United States of America	QPROX	ATMEL SWITZERLAND SARL	Registered	78/901191	3713468
United States of America	QSLIDE	ATMEL SWITZERLAND SARL	Registered	78/901201	3552073
United States of America	QT	ATMEL SWITZERLAND SARL	Pending	77/200459	
United States of America	QTOUCH	ATMEL SWITZERLAND SARL	Registered	78/901179	3552071
United States of America	QTWO	ATMEL SWITZERLAND SARL	Registered	77/602139	3901123
United States of America	QWHEEL	ATMEL SWITZERLAND SARL	Registered	78/901193	3552072
United States of America	THE CHARGE- TRANSFER COMPANY	ATMEL SWITZERLAND SARL	Registered	77/200449	3486628
United States of America	TWO TOUCH	ATMEL SWITZERLAND SARL	Allowed	77/602148	
Austria	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Bulgaria	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Benelux	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Cyprus, Republic of	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Czech Republic	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Germany	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Denmark	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Estonia	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Spain	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Finland	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
France	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
United Kingdom	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Greece	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Hungary	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Ireland	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Italy	ZIGBIT	ATMEL	Registered		971713

		SWITZERLAND SARL			
Lithuania	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Latvia	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Poland	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Portugal	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Romania	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Slovenia	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
Slovakia	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713
United States of America	ZIGBIT	ATMEL SWITZERLAND SARL	Registered	79/056666	3661078
Int'l Registration - Madrid Protocol Only	ZIGBIT	ATMEL SWITZERLAND SARL	Registered		971713

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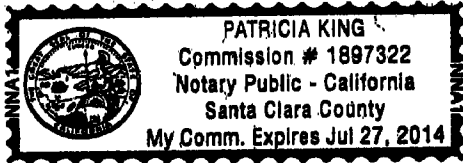
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara

On February 24, 2011 before me, Patricia King, Notary Public

personally appeared Stephen Cumming and Scott Wornow



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/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: 5

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: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
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Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**  
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Signer Is Representing: \_\_\_\_\_