

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Supplemental Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Microsemi Corporation		10/26/2011	CORPORATION: DELAWARE
Microsemi Corp. - Analog Mixed Signal Group		10/26/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Morgan Stanley & Co. LLC
<b>Street Address:</b>	1585 BROADWAY
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	3994943	ALL CLEAR
Registration Number:	3614139	GEN 2
Registration Number:	3764316	GEN 2ADVANTAGE
Registration Number:	3826561	MOBILESCAN
Registration Number:	3893800	SAFESCREEN
Registration Number:	3156477	
Registration Number:	3132194	BRIJOT
Registration Number:	3147740	BRIJOT
Registration Number:	3147741	IMAGING A SAFER WORLD
Registration Number:	3144499	BIS-WDS
Registration Number:	3614956	SCANPORT
Registration Number:	3685786	STRIKING THE BALANCE!
		ANALOG TO DIGITAL, CUSTOM TO STANDARD.. STRIKING <b>TRADEMARK</b>

CH \$565.00 3994943

Registration Number:	3804265	THE BALANCE!
Registration Number:	2625710	IN-PLUG
Serial Number:	85269039	MILGAN
Serial Number:	85269037	MIGAN
Serial Number:	85269034	MIGAN
Serial Number:	85206146	TRRUST-STOR
Serial Number:	85206162	TRRUST-ERASE
Serial Number:	85422915	BABCOCK
Serial Number:	85206155	TRRUST-PURGE
Serial Number:	77684805	N'VIVE

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
Phone: 212-735-3000  
Email: robert.wise@skadden.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP  
Address Line 1: 4 Times Square  
Address Line 2: Attn: John Deming  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	391000/1394
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	11/11/2011

**Total Attachments: 5**  
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## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2011 (“Supplemental 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. LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (in such capacity, the “Assignee”).

### WITNESSETH:

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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental Trademark Security Agreement.


**THIS SUPPLEMENTAL 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 Supplemental Trademark Security Agreement may be executed by one or more of the parties to this Supplemental 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 Supplemental 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 Supplemental Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

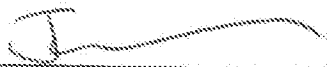
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IN WITNESS WHEREOF, each Grantor has caused this SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

MICROSEMI CORPORATION

By:   
Name: John W. Hohener  
Title: Executive Vice President, Chief  
Financial Officer, Secretary and  
Treasurer

MICROSEMI CORP. - ANALOG MIXED  
SIGNAL GROUP

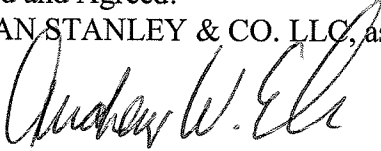
By:   
Name: John W. Hohener  
Title: Vice President, Chief Financial  
Officer, Secretary and Treasurer

[Signature page for Supplemental Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004659 FRAME: 0656**

Accepted and Agreed:  
MORGAN STANLEY & CO. LLC, as Assignee

By: \_\_\_\_\_



Name: Andrew W. Earls  
Title: Authorized Signatory

[Signature page for Supplemental Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004659 FRAME: 0657**

**TRADEMARKS**Trademark Registrations and Applications

## Registered US Trademarks:

	<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Microsemi Corporation	ALL CLEAR	3994943	07/12/11
2.	Microsemi Corporation	GEN 2	3614139	03/16/2008
3.	Microsemi Corporation	GEN 2advantage	3764316	03/23/2010
4.	Microsemi Corporation	MOBILESCAN	3826561	08/19/2009
5.	Microsemi Corporation	SAFESCREEN	3893800	12/21/2010
6.	Microsemi Corporation	BRIJOT – LOGO	3156477	10/17/2006
7.	Microsemi Corporation	BRIJOT name with Logo	3132194	08/22/2006
8.	Microsemi Corporation	BRIJOT	3147740	09/26/2006
9.	Microsemi Corporation	IMAGING A SAFER WORLD	3147741	09/26/2006
10.	Microsemi Corporation	BIS-WDS	3144499	09/19/2006
11.	Microsemi Corporation	SCANPORT	3614956	05/05/2009
12.	ASIC Advantage, Inc. <sup>1</sup>	STRIKING THE BALANCE	3685786	09/22/09
13.	ASIC Advantage, Inc. <sup>2</sup>	ANALOG TO DIGITAL, CUSTOM TO STANDARD...STRIKING THE BALANCE!	3804265	06/15/10
14.	ASIC Advantage, Inc. <sup>3</sup>	IN-PLUG	2625710	09/24/02

## US Trademark Applications:

	<u>Registered Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
1.	Microsemi Corporation	MiGan	85269039	03/16/2011
2.	Microsemi Corporation	miGaN	85269037	03/16/2011
3.	Microsemi Corporation	MilGaN	85269034	03/16/2011
4.	Microsemi Corporation	TRRUST-STOR	85206146	12/27/2010
5.	Microsemi Corporation	TRRUST-ERASE	85206162	12/27/2010
6.	Microsemi Corporation	BABCOCK	85422915	09/14/11
7.	Microsemi Corporation	TRRUST-PURGE	85206155	12/27/10
8.	ASIC Advantage, Inc. <sup>4</sup>	N'VIVE	77684805	03/05/09

<sup>1</sup> This trademark was acquired by Microsemi Corp. - Analog Mixed Signal Group.

<sup>2</sup> This trademark was acquired by Microsemi Corp. - Analog Mixed Signal Group.

<sup>3</sup> This trademark was acquired by Microsemi Corp. - Analog Mixed Signal Group.

<sup>4</sup> This trademark application was acquired by Microsemi Corp. - Analog Mixed Signal Group.