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
Cypress Semiconductor Corporation		08/22/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3925473	DAC ADC PWM TONER COPSENSE MCU UART PGA AMLIFIER FILTER COMPUTER PSOC SPI USB I'C
Registration Number:	3464366	ANTIOCH
Registration Number:	3563346	CAPSENSE
Registration Number:	4021514	CYFI
Registration Number:	2455127	CYPRESS
Registration Number:	2167326	CYPRESS
Registration Number:	2894857	CYPROS
Registration Number:	2798316	DELTA39K
Registration Number:	4092733	EZ-USB
Registration Number:	3738562	FIRSTTOUCH
Registration Number:	2724577	FLEX36
Registration Number:	2282797	HOTLINK
Registration Number:	2284559	MAKING USB UNIVERSAL

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Registration Number:	2442594	MOBL
Registration Number:	3059759	NOBL
Registration Number:	3529196	OPTICHECK
Registration Number:	3238109	PERFORM
Registration Number:	3749512	POWERPSOC
Registration Number:	3024825	QDR
Registration Number:	3572258	QUADPORT
Registration Number:	2142678	ROBOCLOCK
Registration Number:	3581787	SLIM
Registration Number:	2874049	TETRAHUB
Registration Number:	3944837	TRUETOUCH
Registration Number:	2394590	WARP
Registration Number:	3459389	WEST BRIDGE
Serial Number:	85532180	
Serial Number:	85532171	CYPRESS P E R F O R M

CORRESPONDENCE DATA

Fax Number: 9177777373

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom

Address Line 1: Four Times Square

Address Line 2: Attn: Ken Kumayama

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	391000/1413
NAME OF SUBMITTER:	Ken Kumayama
Signature:	/Ken Kumayama/
Date:	08/28/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 22, 2012 (this "**Agreement**"), by and between Cypress Semiconductor Corporation, a Delaware corporation (the "**Grantor**"), and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "**Collateral Agent**")..

RECITALS

(A) CYPRESS SEMICONDUCTOR CORPORATION (the "**Borrower**"), the GUARANTORS as defined therein, the LENDERS from time to time party thereto, MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, the "**Administrative Agent**") and collateral agent for the Lenders and the other AGENTS from time to time party thereto, have entered into a Credit and Guaranty Agreement, dated as of June 26, 2012 (as amended and/or restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

(B) The Grantor is party to a Pledge and Security Agreement, dated as of June 26, 2012, in favor of the Collateral Agent (the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.

(C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"**Trademark Collateral**" means the Grantor's right, title and interest in, to and under:

(a) all Trademarks owned by the Grantor, including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(c) all reissues, continuations or extensions of the foregoing; and

(d) to the extent not already included in the foregoing, all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement, misappropriation, dilution or other violation of any Trademark owned by the Grantor or Trademark licensed to the Grantor under any Trademark License or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and the Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Trademark if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby is 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.

SECTION 5 Termination, Release

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate in accordance with Section 10.08(d) of the Credit Agreement.

(b) If applicable, the Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of the Grantor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which the Grantor ceases to be a Subsidiary of any Borrower; provided that the Requisite Lenders shall have consented to such transaction (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Upon any sale or other transfer by the Grantor of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the Security Interest granted hereby in any Collateral pursuant to the Credit Agreement or the Pledge and Security Agreement, the Security Interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) of this Section 5, the Collateral Agent shall execute and deliver to the Grantor at the

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Grantor's expense, all UCC termination statements, releases and similar documents that the Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of termination statements, releases, or other documents pursuant to this Section 5 shall be without recourse to or warranty by the Collateral Agent.

SECTION 6 Governing Law and Consent to Jurisdiction

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 9.13 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.

[Signature Page Follows]

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

Very truly yours,

CYPRESS SEMICONDUCTOR CORPORATION

By: _____

Name: Neil Weiss

Title: Sr. Vice President
Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED:
MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By _____
Name: Andrew W. Earls
Title: VP

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Trademark	Reg. No.	Date
(PSoC Circuit Design)	3925473	01-Mar-2011
ANTIOCH	3464366	08-Jul-2008
CAPSENSE	3563346	20-Jan-2009
CYFI	4,021,514	06-Sep-2011
CYPRESS	2455127	29-May-2001
CYPRESS (& Tree Design)	2167326	23-Jun-1998
CYPROS	2894857	19-Oct-2004
DELTA39K	2798316	23-Dec-2003
EZ-USB	4092733	31-Jan-2012
FIRSTTOUCH	3738562	19-Jan-2010
FLEX36	2724577	10-Jun-2003
HOTLINK	2282797	05-Oct-1999
MAKING USB UNIVERSAL	2284559	12-Oct-1999
MOBL	2442594	10-Apr-2001
NOBL	3059759	21-Feb-2006
OPTICHECK	3529196	04-Nov-2008
PERFORM	3238109	01-May-2007
POWERPSOC	3749512	16-Feb-2010
QDR	3024825	06-Dec-2005
QUADPORT	3572258	10-Feb-2009
ROBOCLOCK	2142678	10-Mar-1998
SLIM	3581787	24-Feb-2009
TETRAHUB	2874049	17-Aug-2004
TRUETOUCH	3944837	12-Apr-2011
WARP	2394590	17-Oct-2000
WEST BRIDGE	3459389	01-Jul-2008

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(B) TRADEMARK APPLICATIONS

Trademark	App. No.	Date
(Tree Design)	85532180	02-Feb-2012
CYPRESS PERFORM (& Tree Design)	85532171	02-Feb-2012