

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/09/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teridian Semiconductor Corporation		04/09/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Maxim Integrated Products, Inc.		
Street Address:	160 Rio Robles		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78443441	SINGLE CONVERTER TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	5102952401		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	510-841-9800		
Email:	trademarks@cobaltlaw.com		
Correspondent Name:	Sophie Cohen		
Address Line 1:	918 Parker Street, Building A21		
Address Line 4:	BERKELEY, CALIFORNIA 94710		
ATTORNEY DOCKET NUMBER:	SINGCONVERTECH ASSIGNMENT		
NAME OF SUBMITTER:	Gregory Soltys		

Signature:	/Gregory Soltys/
Date:	10/09/2012
<b>Total Attachments: 11</b> source=SINGLE CONVERTER TECHNOLOGY assignment#page1.tif source=SINGLE CONVERTER TECHNOLOGY assignment#page2.tif source=SINGLE CONVERTER TECHNOLOGY assignment#page3.tif source=SINGLE CONVERTER TECHNOLOGY assignment#page4.tif source=SINGLE CONVERTER TECHNOLOGY assignment#page5.tif source=SINGLE CONVERTER TECHNOLOGY assignment#page6.tif source=SINGLE CONVERTER TECHNOLOGY assignment#page7.tif source=SINGLE CONVERTER TECHNOLOGY assignment#page8.tif source=SINGLE CONVERTER TECHNOLOGY assignment#page9.tif source=SINGLE CONVERTER TECHNOLOGY assignment#page10.tif source=SINGLE CONVERTER TECHNOLOGY assignment#page11.tif	

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

by and among

MAXIM INTEGRATED PRODUCTS, INC.,

[REDACTED]

TERIDIAN SEMICONDUCTOR HOLDINGS CORPORATION,

[REDACTED]

and

TERIDIAN SEMICONDUCTOR CORPORATION

as of

April 9, 2010

PALDMS/411917.12

TRADEMARK  
REEL: 004877 FRAME: 0555

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of April 9, 2010, by and among Maxim Integrated Products, Inc., a Delaware corporation (the "Purchaser"), [REDACTED] (the "Merger Sub"), Teridian Semiconductor Holdings Corporation, a Delaware corporation (the "Company"), [REDACTED], not individually, but solely in its capacity as the representative of the Securityholders (the "Stockholder Representative") and Teridian Semiconductor Corporation, a California corporation, solely for purposes of Article 5 hereof (the "OpCo"). Except as otherwise set forth herein, capitalized terms used herein have the meanings set forth in Exhibit A.

WHEREAS, the respective boards of directors of the Purchaser, the Merger Sub and the Company have deemed it advisable and in the best interests of their respective corporations and stockholders that the Purchaser and the Company consummate the business combination and other transactions contemplated by this Agreement; and

WHEREAS, the respective boards of directors of the Merger Sub and the Company have authorized and approved the merger of the Merger Sub with and into the Company in accordance with the provisions of this Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

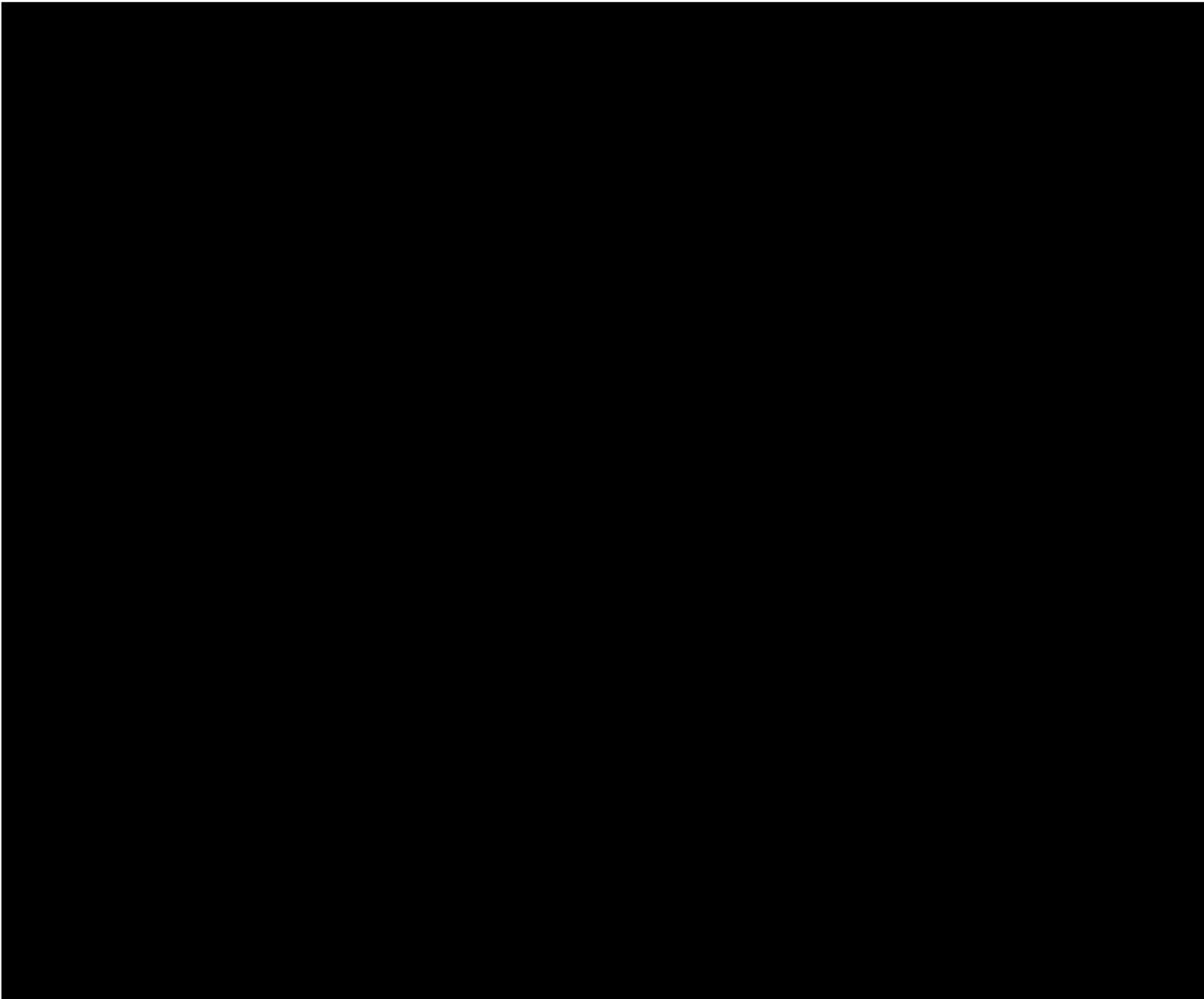
### ARTICLE 1 THE MERGER

1.1 The Merger. In accordance with the provisions of this Agreement, at the Effective Time, the Merger Sub will be merged (the "Merger") with and into the Company in accordance with the provisions of the Delaware General Corporation Law ("DGCL"). Following the Merger, the Company will continue as the surviving corporation and a wholly-owned subsidiary of the Purchaser (the "Surviving Corporation"), and the separate corporate existence of the Merger Sub will cease.

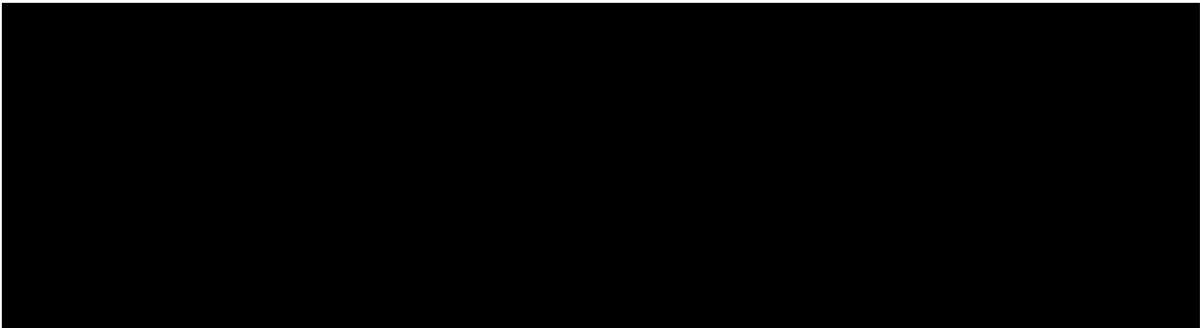
1.2 Closing; Effective Time and Actions at the Closing. The consummation of the Merger and the other transactions contemplated by this Agreement (the "Closing") will take place at the offices of [REDACTED] at a time and date to be specified by the parties, which will be no later than the third Business Day after the satisfaction or waiver of the conditions, set forth in Article 6 (except for those conditions which in accordance with their terms will be satisfied on the Closing Date), or at such other time, date and location as the Purchaser and the Company may agree in writing (the "Closing Date"). On the Closing Date, and upon the terms and subject to the conditions of this Agreement:

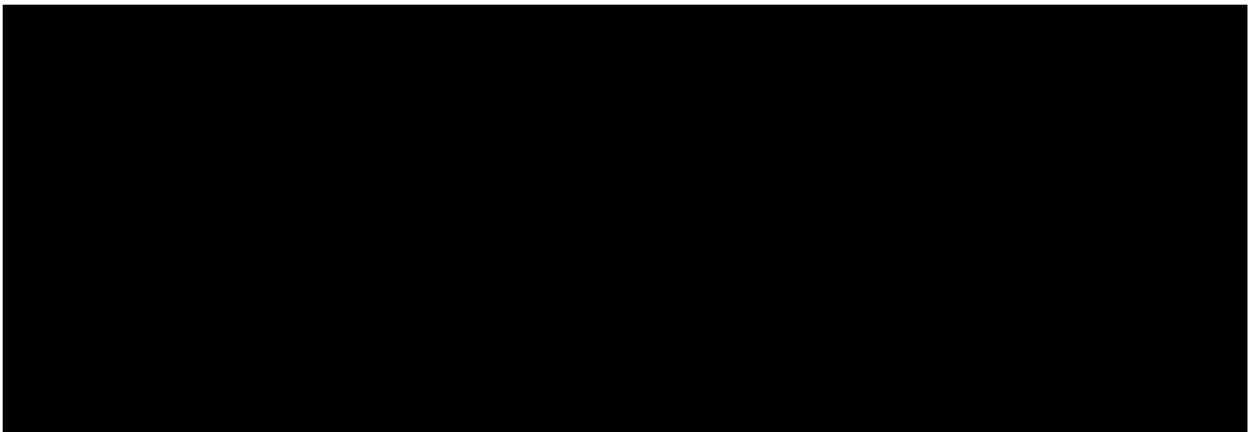
(a) Effective Time. The Merger will be consummated by the filing of a certificate of merger in substantially the form attached hereto as Exhibit H with the Secretary of State of the State of Delaware in accordance with Section 251(c) of the DGCL (the "Filing"). The time that the Merger becomes effective in accordance with Sections 103 and 251 of the DGCL is referred to in this Agreement as the "Effective Time."

(b) General Deliveries. The parties will deliver or cause to be delivered the various certificates, instruments and documents referred to in Article 6.

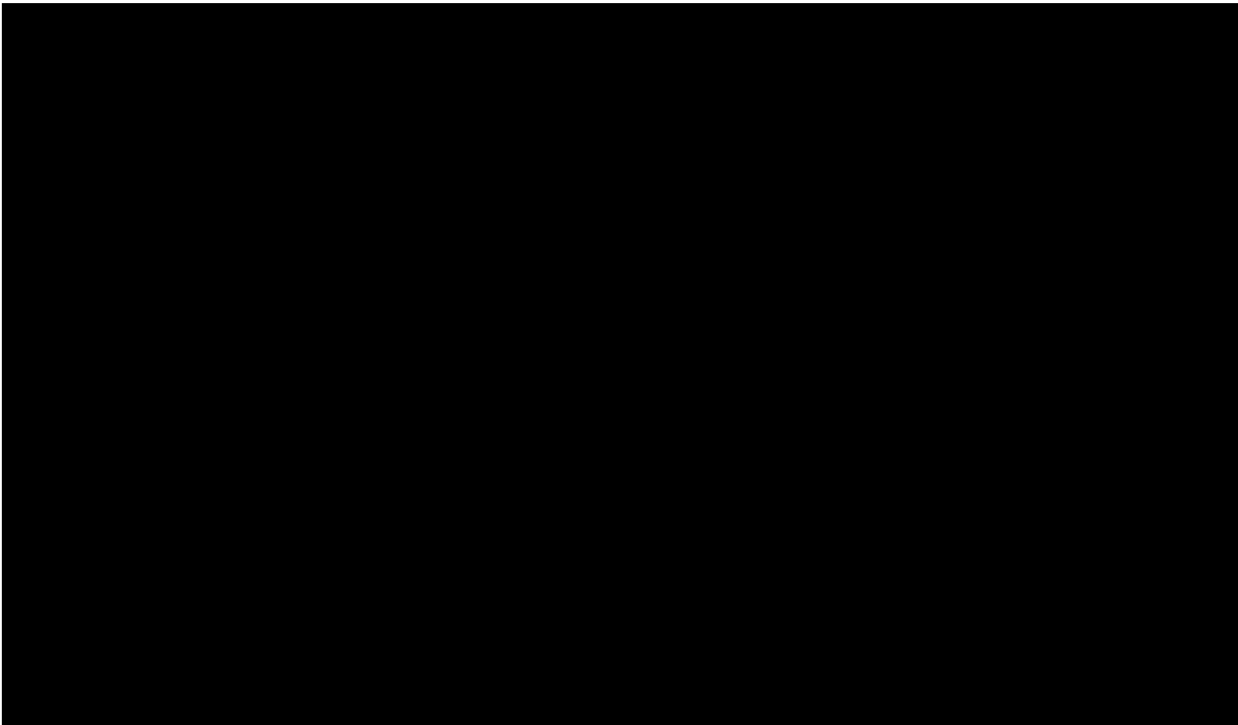


1.3 Effects of the Merger. The Merger will have the effects set forth in the DGCL. Without limiting the generality of the foregoing, as of the Effective Time, all properties, rights, privileges, powers and franchises of the Company and the Merger Sub will vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and the Merger Sub will become debts, liabilities and duties of the Surviving Corporation.





3.11 Assets. The Company has good and marketable title to, or in the case of leased assets, valid leasehold interests in, all of its assets shown on the Interim Balance Sheet, whether tangible or intangible, in all cases free and clear of any Encumbrances other than Permitted Encumbrances.



3.13 Intellectual Property.

(a) Company Intellectual Property. The Company owns or otherwise has valid and legally enforceable rights to use the Intellectual Property owned, created, acquired, licensed, used or held for use by the Company at any time prior to and through the Closing Date (the "Company Intellectual Property").

(i) Owned Intellectual Property. Section 3.13(a)(i) of the Company Disclosure Schedule sets forth an accurate list of the following items of the Owned Intellectual

Property: (A) patents and patent applications (B) Trademark registrations and applications for the same, and material unregistered Trademarks, (C) Copyright registrations and applications for the same, (D) registrations for Mask Works and applications for the same, (E) Domain Names, (F) Software which the Company tracks by name or version and (G) material technological Trade Secrets, indicating for each of the foregoing (A) through (G) (whenever applicable) the (x) applicable jurisdiction of use and registration, (y) registration number, publication number and application number, and (z) dates of filing, publication, issuance and renewal. The Owned Intellectual Property includes all Copyrights and Trade Secrets embodied in the Company's 65xx energy measuring products and CE Code and documentation related to the foregoing, except for such Copyrights and Trade Secrets licensed pursuant to a Contract set forth on Section 3.13(a)(ii) of the Company Disclosure Schedules. Except as specifically set forth on Section 3.13(a)(i) of the Company Disclosure Schedule, Company has valid title to the Owned Intellectual Property and is the sole and exclusive owner of the Owned Intellectual Property. The Company has not permitted the Company's rights in such Owned Intellectual Property to enter into the public domain.

(iii) Adequacy. The Company Intellectual Property constitutes all of the Intellectual Property necessary to conduct the businesses of the Company as presently conducted. For the avoidance of doubt, nothing in this Section 3.13(a)(iii) will be deemed to be a representation or warranty regarding conflict with the rights of others, which is covered solely by Section 3.13(j).

(b) No Restrictions. The Owned Intellectual Property is free of all Encumbrances (other than Permitted Encumbrances) and is not subject to any Judgments or limitations or restrictions on use or otherwise. Except as set forth in Section 3.13(b) of the Company Disclosure Schedules, there are no Proceedings or Judgments related to the Owned Intellectual Property.

(c) Effect of Closing. Immediately after the Closing, the Company will be the sole owner of, and will have valid title to, the Owned Intellectual Property, and will have the full right to use, license and transfer the Company Intellectual Property in the same manner and on the same terms that the Company had immediately prior to the Closing. Except as set forth in any Material Contract, the Company is not legally bound by any such Material Contract or other obligation under which the occurrence of the Closing (in and of itself) would (i) obligate the Company or Purchaser to license, or otherwise grant rights to any other Person in, any Intellectual Property (whether owned or used by the Company or the Purchaser), (ii) entitle any Person to a release of any source code escrow, (iii) result in an Encumbrance or new or incremental restriction on the Company Intellectual Property, (iv) result in the Company being bound by or subject to any non-compete or other material restriction on the operation of

the business of the Company or its Subsidiaries, (v) obligate Company or any of its Subsidiaries to pay any royalties or other material amounts, or offer any discounts, to any third Person in excess of those payable by, or required to be offered by, any of them, respectively, in the absence of this Agreement or the transactions contemplated hereby, or (vi) otherwise increase any burdens or decrease any rights relating to the Company Intellectual Property.

(d) Acquisition of Ownership Rights. Except as set forth in Section 3.13(d) of the Company Disclosure Schedule, the Company has developed or created all of the Owned Intellectual Property. In addition, with respect to the Owned Intellectual Property:

(i) Employees. Except as set forth in Section 3.13(d)(i) of the Company Disclosure Schedule, all current and former engineers, technical employees or employees with similar duties who conceived, authored, invented, developed, reduced to practice or otherwise contributed to the technological Owned Intellectual Property have executed a confidentiality and assignment of inventions agreement in the form of agreement set forth as Attachment 1 to Section 3.13(d)(i) of the Company Disclosure Schedule or in a form that contains similar substantive provisions regarding assignment, and each such agreement covers all such Owned Intellectual Property conceived, authored, invented, developed, reduced to practice by such employee during the term of any and all periods of employment with the Company.

(ii) Other Persons. Section 3.13(d)(ii) of the Company Disclosure Schedule also separately lists all consultants or other Persons who conceived, authored, invented, developed, reduced to practice or otherwise contributed to the Owned Intellectual Property (including all Software source code and object code) since April 8, 2005, and who were not then employees of the Company. Except as specifically noted in such section, each such consultant or other Person has executed a confidentiality and assignment of inventions agreement in the form of agreement set forth as Attachment 1 to Section 3.13(d)(ii) of the Company Disclosure Schedule and such agreement covers all Intellectual Property conceived, authored, invented, developed, reduced to practice by such consultant or other Person during the term of any and all engagements with the Company or otherwise included in any deliverable or work product resulting from such engagements.

(iii) Other Assignments. Section 3.13(d)(iii) of the Company Disclosure Schedule separately lists all other written assignments pursuant to which the Company acquired ownership rights in the Owned Intellectual Property (including by way of any form of business acquisition or merger) since April 8, 2005.

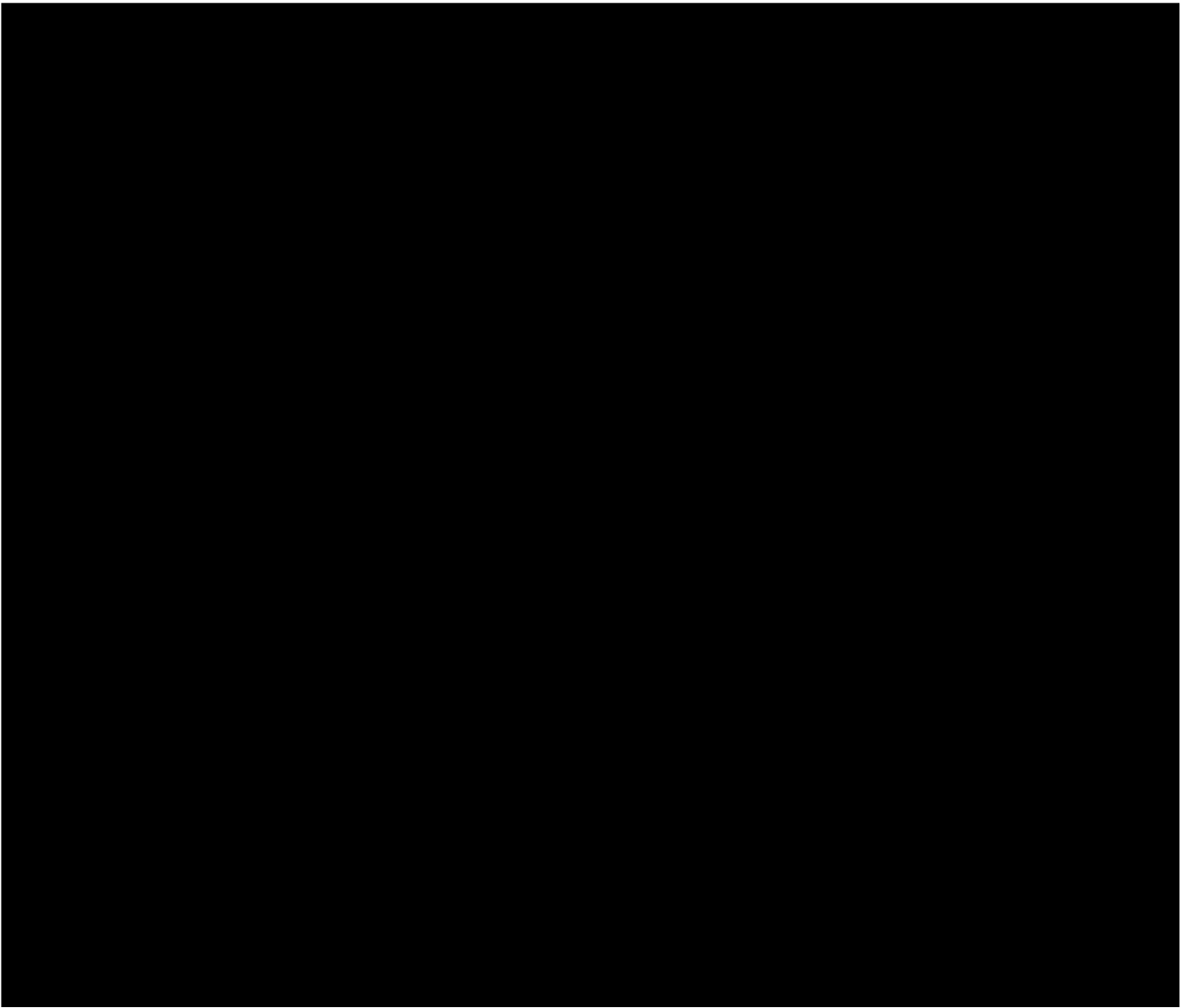
(iv) Effect of Assignments. In each case in which the Company or any of its Subsidiaries has acquired any Intellectual Property from any Person since April 8, 2005, other than a license of the Third Party Intellectual Property described in Section 3.13(a)(ii), the Company or such Subsidiary has obtained a valid and enforceable written assignment listed in Section 3.13(d)(i)-(iii) and sufficient to irrevocably transfer all rights in that Intellectual Property to the Company or such Subsidiary. If the Company has so acquired Registered Intellectual Property, the Company has duly recorded each of these assignments with the appropriate Governmental Authorities, and listed these assignments in Section 3.13(d) of the Company Disclosure Schedule.

(e) Registered Intellectual Property. All necessary registration, maintenance, renewal, and annuity fees and Taxes have been paid, and all necessary documents have been filed with the relevant Governmental Authorities in connection with the Company's Registered Intellectual Property. Except as set forth in Section 3.13(e) of the Company Disclosure Schedule, in connection with



the Registered Intellectual Property, all registrations are in force and all applications for the same are pending in good standing and without opposition, interference, re-examination or any other adverse action or Proceedings pending adverse action or Proceedings pending or threatened by or before the Governmental Authority in which the registrations or applications are issued or filed.

(f) Validity. All (i) Patents, (ii) Software, and (iii) registrations and applications for Copyrights and Trademarks, in each case included in the Owned Intellectual Property, are valid and subsisting under applicable Law for those respective categories of Intellectual Property. To the Company's Knowledge, no facts or circumstances exist that could render any of the Owned Intellectual Property invalid or unenforceable, except that this representation is made only to the Company's Knowledge concerning any Intellectual Property, information or data of Third Persons, and no other facts or circumstances exist that could render any of the Company Intellectual Property invalid or unenforceable. The Company has not taken any action or failed to take any action that would reasonably be expected to result in the abandonment, invalidation or unenforceability of any of the Owned Intellectual Property. All releases and versions of the Software included in the Owned Intellectual Property contain appropriate copyright legends or notices in the name of the Company.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**"Purchaser"**

MAXIM INTEGRATED PRODUCTS, INC.,  
a Delaware corporation

By: 

Name: Edwin Medlin

Title: Vice President, Senior Counsel

**"Merger Sub"**

MIP TROPIC, INC., a Delaware corporation

By: 

Name: Mark Casper

Title: President

*[Signature pages continued on next page]*

[Continuation of signature pages]

**"Company"**

TERIDIAN SEMICONDUCTOR HOLDINGS  
CORPORATION, a Delaware corporation

By: 

Name: GERALD FITCH

Title: VICE PRESIDENT

**"OpCo"**

*Solely for purposes of Article 5 herein*

TERIDIAN SEMICONDUCTOR  
CORPORATION, a California corporation

By: 

Name: GERALD FITCH

Title: PRESIDENT, CHIEF EXECUTIVE OFFICER

**"Stockholder Representative"**

*Solely for the purposes related to the Stockholder  
Representative as set forth herein*

GGC SERVICES HOLDCO, LLC, a limited  
liability company organized under the laws of  
Delaware

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(solely in its capacity as Stockholder  
Representative)

[End of signature pages]

*[Continuation of signature pages]*

**"Company"**

TERIDIAN SEMICONDUCTOR HOLDINGS  
CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"OpCo"**

*Solely for purposes of Article 5 herein*

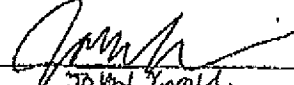
TERIDIAN SEMICONDUCTOR  
CORPORATION, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"Stockholder Representative"**

*Solely for the purposes related to the Stockholder  
Representative as set forth herein*

GSC SERVICES HOLDCO, LLC, a limited  
liability company organized under the laws of  
Delaware

By:   
Name: John F. Smith  
Title: Manager

(solely in its capacity as Stockholder  
Representative)

*[End of signature pages]*

EXECUTION VERSION

TABLE II. TRADEMARK REGISTRATIONS AND APPLICATIONS

DOCKET NO.	MARK	REGISTERED/ FILED	REGISTRATION NO./ APPLICATION NO.	CLASSES	REG. DATE/ FILING DATE
83475.951	AVPRO	REGISTERED	2251799	INT'L CLASS 9	6/08/1999
83475.955	MICROPHY	REGISTERED	2782941	INT'L CLASS 9	11/11/2003
83475.957F	GLOBEPRO (JAPAN)	REGISTERED	4765743	INT'L CLASS 9	4/16/2004
83475.957	GLOBEPRO	FILED	78/289511	INT'L CLASS 9	8/19/2003
83475.958	SINGLE CONVERTER TECHNOLOGY	FILED	78/443441	INT'L CLASS 9	6/29/2004

Domain Name: TDKSEMICONDUCTOR.COM