

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	SPANSION LLC		12/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
	SPANSION TECHNOLOGY LLC		12/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	BARCLAYS BANK PLC			
Street Address:	745 SEVENTH AVENUE			
City:	NEW YORK			
State/Country:	NEW YORK			
Postal Code:	10019			
Entity Type:	BANK: UNITED KINGDOM			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	3080309	MIRRORBIT	
	Registration Number:	2901564	SPANSION	
	Registration Number:	2885898	SPANSION	
CORRESPONDENCE DATA				
Fax Number:	8004947512			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761			
Email:	tfahey@nationalcorp.com			
Correspondent Name:	Thomas Fahey			
Address Line 1:	1100 G Street NW, Suite 420			
Address Line 2:	National Corporate Research, Ltd.			
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005			

OP \$90.00 3080309

ATTORNEY DOCKET NUMBER:	F142629
NAME OF SUBMITTER:	Sonya Jackman
Signature:	/Sonya Jackman/
Date:	12/13/2012
Total Attachments: 5 source=AR Trademark Security Agt#page3.tif source=AR Trademark Security Agt#page4.tif source=AR Trademark Security Agt#page5.tif source=AR Trademark Security Agt#page6.tif source=AR Trademark Security Agt#page7.tif	

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This Amended and Restated Trademark Security Agreement, dated as of December 13, 2012 (as amended, restated or otherwise modified, the "Amended and Restated Trademark Security Agreement"), is entered into by and between each of SPANSION LLC, a Delaware limited liability company, SPANSION TECHNOLOGY LLC, a Delaware limited liability company, and certain of their subsidiaries party hereto from time to time (collectively, "Grantors") and BARCLAYS BANK PLC, in its capacity as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") under the Amended and Restated Pledge and Security Agreement (defined below).

WITNESSETH:

WHEREAS, Grantors, Spansion Inc., Spansion International, Inc. and Spansion International Trading, Inc. are party to an Amended and Restated Pledge and Security Agreement dated as of December 13, 2012 (as amended, restated or otherwise modified from time to time, the "Amended and Restated Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Loan Documents, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Amended and Restated Pledge and Security Agreement and used herein have the meaning given to them in the Amended and Restated Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iv) all rights to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (v) all

Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Amended and Restated Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Amended and Restated Trademark Security Agreement is deemed to conflict with the Amended and Restated Pledge and Security Agreement, the provisions of the Amended and Restated Pledge and Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Amended and Restated Pledge and Security Agreement, the Collateral Agent shall promptly execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Copyright Collateral under this Amended and Restated Copyright Security Agreement.

SECTION 5. Governing Law; Jurisdiction; etc. THE PROVISIONS OF SECTIONS 9.07 TO 9.12, INCLUSIVE, OF THE AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

SECTION 6. Counterparts. This Amended and Restated Trademark Security Agreement may be executed originally or by facsimile or other means of electronic transmission and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

SPANSION LLC, as Grantor

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

Name: Randy W. Furr

Title: Executive Vice President and Chief Financial Officer

SPANSION TECHNOLOGY LLC, as Grantor

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

Name: Randy W. Furr

Title: Chief Financial Officer

[Signature Page to the Amended and Restated Trademark Security Agreement]

TRADEMARK  
REEL: 004919 FRAME: 0103

Accepted and Agreed:

BARCLAYS BANK PLC, as Collateral  
Agent

By: 

Name: Christina Park  
Title: Managing Director


*[Signature Page to the Amended and Restated Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004919 FRAME: 0104**

Schedule I

Trademark Collateral

U.S. TRADEMARK REGISTRATIONS

	<u>OWNER</u>	<u>MARK</u>	<u>APPLICATION NO.</u> <u>FILING DATE</u>	<u>REGISTRATION NO.</u> <u>REGISTRATION DATE</u>
1.	Spansion LLC	MIRRORBIT	78063726 15-MAY-2001	3080309 11-APR-2006
2.	Spansion LLC	SPANSION	78239428 18-APR-2003	2901564 09-NOV-2004
3.	Spansion LLC		76518185 30-MAY-2003	2885898 21-SEP-2004

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

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