

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
Altior Inc.		03/22/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Exar Corporation		
Street Address:	48720 Kato Road		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94538		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85338880	ALTIOR	
Serial Number:	85401056	ALTRAFLEX	
Serial Number:	85401045	ALTRACORES	
CORRESPONDENCE DATA			
Fax Number:	2149531121		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2148807002		
Email:	jcone@hitchcockevert.com		
Correspondent Name:	John M. Cone		
Address Line 1:	PO Box 131709		
Address Line 4:	Dallas, TEXAS 75313-1709		
ATTORNEY DOCKET NUMBER:	CEBA-36203		
NAME OF SUBMITTER:	John M. Cone		

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Signature:	/s/ John M. Cone
Date:	03/22/2013
Total Attachments: 3 source=130322 Trademark Assignment#page1.tif source=130322 Trademark Assignment#page2.tif source=130322 Trademark Assignment#page3.tif	

Assignment of Trademarks

The Trademark Assignment (hereinafter "Assignment") made and effective March 22, 2013 by and between Altior Inc, a Delaware corporation whose principal place of business is 446 Route 35 South, Building C, Eatontown, New Jersey 07724 (hereinafter "Assignor"), and Exar Corporation, a Delaware corporation whose principal place of business is 48720 Kato Road, Fremont, California 94538 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the marks "Altior", "Altraflex", and "Altracores" (including trademarks, service marks, membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress, if any – collectively, "the Marks"), and United States applications and registrations therefor, including but not limited to, U.S. Application No. 85/338,880, Class 9 and 42, 7/2011; U.S. Application No. 85/401,056, Class 9, 7/2011; and U.S. Application No. 85/401,045, Class 9, 7/2011, respectively;

WHEREAS, Assignor warrants that it owns all rights, title and interests of every kind, nature or description in and to the Marks, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined herein above) pursuant to the terms of that certain Asset Purchase Agreement dated as of February 14, 2013 by and between Assignor and Assignee (the "Purchase Agreement");

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby, sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined herein above). This Assignment of all claims for damages by reason of past infringement(s) of the Marks, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Nothing in this Assignment, express or implied, is intended to or shall be construed to expand or vary in any way the terms of the Purchase Agreement. To the extent there is any difference between this Assignment and the Purchase Agreement, the Purchase Agreement shall govern.

Assignor agrees to execute all documents necessary to effectuate this Assignment as may be reasonably requested by Assignee. The undersigned officer of Assignor represents that he has authority to execute this Assignment on behalf of Assignor, and to


carry out all obligations imposed hereunder. The undersigned has read, understands, and agrees to the terms of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the day and year first above written.

SELLER:


ALTIOR INC
a Delaware corporation

By: 

Title: Ian Trumpower, Vice President

BUYER:

EXAR CORPORATION
a Delaware corporation

By: 

Title: President and CEO

YEM