

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SEMTECH CORPORATION		05/02/2013	CORPORATION: DELAWARE
SIERRA MONOLITHICS, INC.		05/02/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	HSBC BANK USA, NATIONAL ASSOCIATION
Street Address:	8 East 40th Street, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4211584	X-EMI
Registration Number:	3932842	ECOSPEED
Registration Number:	3214979	S
Registration Number:	3229124	SEMTECH
Registration Number:	3014916	SEMTECH
Registration Number:	3785791	TOPSYNC
Registration Number:	3457551	SEMWIRE
Registration Number:	3680495	SEMPULSE
Registration Number:	3174482	MICROCLAMP
Registration Number:	3149117	TCLAMP
Registration Number:	3036260	RCLAMP
Registration Number:	3159358	EMICLAMP
Registration Number:	3071448	ECLAMP

CH \$865.00 4211584

Registration Number:	3046613	μCLAMP
Registration Number:	3288474	TRANSCLAMP
Registration Number:	2580232	POWER IT - PROTECT IT - CONNECT IT
Registration Number:	2436706	S
Registration Number:	2286179	RAILCLAMP
Registration Number:	1502918	ISOPAC
Registration Number:	0841161	SLIMPAC
Registration Number:	0841159	ALPAC
Registration Number:	4100500	ACTIVECONNECT
Registration Number:	3921556	AVIIA
Registration Number:	3156026	CLEAREEDGE
Registration Number:	4002637	CLOCKCLEANER
Serial Number:	77363390	ENABLING BRILLIANCE
Registration Number:	3197997	GEN-CLOCKS
Registration Number:	2339501	GENLINX
Registration Number:	1572980	GENNUM
Registration Number:	2892113	HD-LINX
Registration Number:	3311643	LONG REACH
Registration Number:	3426399	SNOWBUSH
Registration Number:	3113740	VXP BY GENNUM
Serial Number:	85381317	4 D TOUCH

CORRESPONDENCE DATA

Fax Number: 6508494619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 650-849-4857
Email: jenny.zhang@bingham.com
Correspondent Name: Jenny Zhang
Address Line 1: 1117 S. California Avenue
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	0000364921
NAME OF SUBMITTER:	Jenny Zhang
Signature:	/Jenny Zhang/
Date:	05/02/2013

source=GrantOfSecurityInterestTrademarks#page1.tif
source=GrantOfSecurityInterestTrademarks#page2.tif
source=GrantOfSecurityInterestTrademarks#page3.tif
source=GrantOfSecurityInterestTrademarks#page4.tif
source=GrantOfSecurityInterestTrademarks#page5.tif
source=GrantOfSecurityInterestTrademarks#page6.tif
source=GrantOfSecurityInterestTrademarks#page7.tif
source=GrantOfSecurityInterestTrademarks#page8.tif

**GRANT OF SECURITY INTEREST
(TRADEMARKS)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS) (this “*IP Grant*”) is dated as of May 2, 2013, and is entered into by **SEMTECH CORPORATION**, a Delaware corporation (“*Borrower*”), and **SIERRA MONOLITHICS, INC.**, a California corporation (“*Sierra*” and together with Borrower, each an “*Assignor*,” and collectively, “*Assignors*”), in favor of **HSBC BANK USA, NATIONAL ASSOCIATION**, not in its individual capacity, but solely in its capacity as the Administrative Agent (as defined below) (in such capacity, “*Assignee*”) under the Credit Agreement (as defined below) for the benefit of the Secured Parties (as defined in the Credit Agreement).

WHEREAS, concurrently herewith, Borrower and each of its direct or indirect Domestic Subsidiaries, as guarantors (the “*Guarantors*”), are entering into that Credit Agreement dated as of the date of this IP Grant (as the same may from time to time be amended, modified, supplemented or restated, the “*Credit Agreement*”) with the financial institutions party thereto as Lenders and HSBC Bank USA, National Association, in its separate capacities as Administrative Agent, for the benefit of the Secured Parties, and as Swing Line Lender and L/C Issuer, pursuant to which the Lending Parties agree to make certain Credit Extensions to Borrower for the benefit of each Loan Party up to an initial aggregate available principal amount of \$400,000,000 on the terms and subject to the conditions set forth therein and the other Loan Documents.

WHEREAS, in order to secure Borrower’s Obligations to Administrative Agent and the other Secured Parties under the Credit Agreement and the other Loan Documents, Borrower and each of the Guarantors also concurrently herewith are entering into that Security Agreement dated as of the date of this IP Grant (as the same may from time to time be amended, modified, supplemented or restated, the “*Security Agreement*”), in favor of Assignee, for the benefit of the Secured Parties, pursuant to which, among other things, each Assignor is granting to Assignee a security interest in all of such Assignor’s respective right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the “*Collateral*,” as defined in the Security Agreement.

WHEREAS, the Lending Parties are willing to make, extend and maintain the credit to Borrower under the Credit Agreement and the other Loan Documents for the benefit of each Loan Party, but only upon the condition, among others, that each Assignor will grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to Assignee, for the benefit of the Secured Parties, in and to, all of such Assignor’s respective right, title and interest in and to all Trademarks (as defined and described below) to secure its payment and performance of the Secured Obligations (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, each Assignor agrees as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the same meaning when used herein as given to them in the Credit Agreement.

2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Administrative Agent and the Lending Parties to enter into the Credit Agreement and the other Loan Documents and to make, extend and maintain the Credit Extensions thereunder to Borrower for the benefit of Borrower and each Guarantor upon the terms and subject to the conditions thereof, each Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Assignee, as Administrative Agent for the benefit of the Secured Parties, and hereby grants to Assignee, as Administrative Agent for the benefit of the Secured Parties, a security interest in and to all of such Assignor's respective right, title and interest in, to and under each of the following:

a. all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each application for the registration of a trademark, trade name or service mark listed on *Schedules A* and *B* hereto, and all extensions or renewals thereof (other than, in any case, any "intent-to-use" applications for Trademarks unless and until an Amendment to Allege Use or Statement of Use has been filed with and accepted by the United States Patent and Trademark Office if and to the extent that the grant of a security interest therein would adversely affect the validity of the Trademark); and

b. the goodwill of the business connected with the use of, and symbolized by, each Trademark.

Each Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

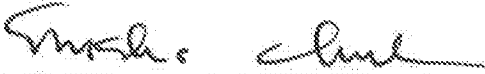
Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of Assignee will be automatically terminated, released, and/or reassigned to the respective Assignor, and Assignee shall execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks) to be duly executed as of the date first written above.

ASSIGNOR:

SEMTECH CORPORATION,
a Delaware corporation

By: 
Name: _____
Title: _____

SIERRA MONOLITHICS, INC.,
a California corporation

By: 
Name: _____
Title: _____

ASSIGNEE:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Eeliff Jackman
Title: Assistant Vice President

Grant of Security Interest (Trademarks)

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks) to be duly executed as of the date first written above.

ASSIGNOR:

SEMTECH CORPORATION,
a Delaware corporation

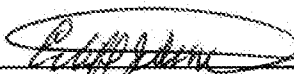
By: _____
Name: _____
Title: _____

SIERRA MONOLITHICS, INC.,
a California corporation





By: _____
Name: _____
Title: _____

ASSIGNEE:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: Ecliff Jackman
Title: Assistant Vice President

SCHEDULE A
U.S. TRADEMARKS

Trademark	Registration No.	Registration Date
X-EMI	4211584	9/18/2012
EcoSpeed	3932842	3/15/2011
	3214979	3/6/2007
SEMTECH	3229124	4/17/2007
SEMTECH	3014916	11/15/2005
ToPSync	3785791	5/4/2010
SemWire	3457551	7/1/2008
SemPulse	3680495	9/8/2009
MICROCLAMP	3174482	11/21/2006
TCLAMP	3149117	9/26/2006
RCLAMP	3036260	12/27/2005
EMICLAMP	3159358	10/17/2006
ECLAMP	3071448	3/21/2006
μ CLAMP	3046613	1/17/2006
TRANSCLAMP	3288474	9/4/2007
POWER IT-PROTECT IT-CONNECT IT	2580232	6/11/2002
	2436706	3/20/2001
RAILCLAMP	2286179	10/12/1999
ISOPAC	1502918	9/6/1988
	0841161	12/26/1967
	0841159	12/26/1967

Schedules to Grant of Security Interest (Trademarks)

TRADEMARK
REEL: 005020 FRAME: 0305

The following trademarks and other marks are beneficially owned by Sierra Monolithics, Inc.

TRADE-MARK	SERIAL NO.	FILING DATE	REG.NO.
ActiveConnect	77/292,565	Oct. 1, 2007	4,100,500
AVIA	77/629,167	Dec. 7, 2008	3,921,556
CLEAREDGE	78/315,389	Oct 17, 2003	3,156,026
CLOCKCLEANER	77/183,912	May 17, 2007	4,002,637
ENABLING BRILLIANCE	77/363,390	Jan. 3, 2008	N/A
GEN-Clocks	78/304,762	Sept 24, 2003	3,197,997
GENLINX	75/230,813	Jan 24, 1997	2,339,501
GENNUM	73/712,641	Feb 22, 1988	1,572,980
HD-LINX	75/430,271	Feb 6, 1998	2,892,113
LONG REACH DESIGN	78/297,705	Sept 9, 2003	3,311,643
SNOWBUSH	77/269,185	August 31, 2007	3,426,399
VXP BY GENNUM & Design	78/455,529	July 23, 2004	3,113,740

Other Marks


Mark	Goods or services for which the mark has been used
L-E-A-P	Processors to allow for local environment audio processing in headsets, telephone headsets, cellphone headsets, headsets for use with computers, and hands-free kits comprising of microphones, earphones and headset adaptors sold as a unit.
FROGTALK	Headsets for cellphones and telephones; wireless cellphone and telephone earpiece; headsets, telephone headsets, headsets for use with computers, amplifiers for telephone and computer headsets, interface units for telephone and computer headsets, and parts for all of the aforesaid goods; hands-free kits including microphones, earphones, and headset adapters; hearing instrument components, namely integrated circuits and chips.

Schedules to Grant of Security Interest (Trademarks)

**TRADEMARK
REEL: 005020 FRAME: 0306**

PRO-LINX	Integrated circuit components designed to process serial digital video (SDI) signals
----------	--

SCHEDULE B
PENDING U.S. TRADEMARKS

APPLICATION No.	MARK	FILING DATE
85/381317	 The logo consists of the number '4' and the letter 'D' in a stylized, bold font. The '4' is on the left and the 'D' is on the right, with the word 'Touch' in a smaller font positioned below the 'D'.	7/26/2011