

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| 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 |

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|----------------------|----------|------------------------------------|
| 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 |

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**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.

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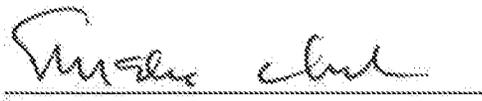
IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks) to be duly executed as of the date first written above.

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

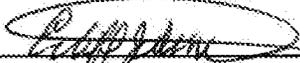
By: _____
Name: _____
Title: _____

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 |
| GENLIX | 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**

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