#### 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
Applied Micro Circuits Corporation		04/22/2013	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Altera European Trading Company Ltd	
Street Address:	First Floor, Building 2100	
Internal Address:	Cork Airpoirt Business Park	
City:	County Cork	
State/Country:	IRELAND	
Entity Type:	Private Limited Company: IRELAND	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3864902	SOFTSILICON

### **CORRESPONDENCE DATA**

4154421001 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 415-442-1326

Email: ralpert@morganlewis.com

Correspondent Name: Rochelle D. Alpert

Address Line 1: One Market, Spear Street Tower Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 058116.2629

#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2:

TRADEMARK

REEL: 005112 FRAME: 0324 900266288

Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Rochelle D. Alpert
Signature:	/rda/
Date:	09/16/2013
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

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## **Confirmatory Trademark Assignment**

This Confirmatory Trademark Assignment (this "Assignment"), dated as of April 22, 2013, is made by and among Applied Micro Circuits Corporation, a Delaware corporation and ("Assignor") and Altera European Trading Company Limited, a private limited company organized under the laws of Ireland and a wholly-owned subsidiary of Altera Corporation ("Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of April 11, 2013 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire certain intellectual property assets, including trademarks.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept, all right, title and interest in, to and under the trademarks and/or service marks listed on **Schedule A** attached hereto, and all registrations and/or applications for the same (collectively, the "Assigned Trademarks"), together with the goodwill symbolized by the Assigned Trademarks.

**NOW, THEREFORE**, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

- 1. <u>Assignment</u>. Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, for itself and its successors and assigns, all of Assignor's right, title, and interest in and to the following, to have and to hold the same for the full term or terms of the following: (a) the Assigned Trademarks together with the goodwill symbolized by the Assigned Trademarks and the portion of the business of Assignor to which the Assigned Trademarks pertain; and (b) all rights to causes of action and remedies related thereto, including without limitation the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing, and any and all other rights and interests arising out of, in connection with or in relation to the Assigned Trademarks.
- 2. <u>Further Assurances</u>. Assignee and its attorneys of record (now and in the future) shall have the right, for each of the Assigned Trademarks, to insert in this Assignment any further identification information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and any foreign trademark office, for recordation of this document with respect to the Assigned Trademarks. Assignor agrees, at the request of Assignee, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, record in the name of, protect and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Assigned Trademarks.

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## 3. Miscellaneous

Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Asset Purchase Agreement and in the event of any conflict between the terms and provisions of this Agreement and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall be deemed to govern and be controlling in all circumstances. This Assignment is executed pursuant to the Asset Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be duly signed on its behalf.

For Assignor by:

APPLIED MICRO CIRCUITS

CORPORATION

Signature

L-William

m Caraccio

Name

22-April-2013

Date

**Notary Seal:** 

See attached California Jurat with Affiant

State ment

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## Schedule A

# Assigned Trademarks

Trademark	Trademark Office	TM Reg. No.	Apr 11, 2013 Owner
SMARTPACK	European Community	6795462	Applied Micro
SOFTSILICON	European Community	6616379	Applied Micro
SOFTSILICON	USA	3864902	Applied Micro
T PACK	Canada	TMA731187	Applied Micro
T PACK	European Community	4697199	Applied Micro
Т РАСК	WIPO, Madrid Protocol Designating:	904,859	Applied Micro
	i. China	See WIPO Registration	Applied Micro
	ii. Japan	See WIPO Registration	Applied Micro
	iii. USA	3,602,586	Applied Micro

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## **CALIFORNIA JURAT WITH AFFIANT STATEMENT**

See Attached Document (Notary to cross out See Statement Below (Lines 1-5 to be comp	
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2	·
3	
5	
6	
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
State of California	
RITA C. KERWIN Commission # 1866336 Notary Public - California Santa Clara County My Comm. Expires Sep 27, 2013	Subscribed and sworn to (or affirmed) before me on this  22nd day of April , 2013, by    Month   , 2013 , by   Month   , 2013 , by   Month   , 2013 , by   Month   , 2013 , by   Year   , 2013 , by
Place Notary Seal Above OP	TIONAL —————————
Though the information below is not required by law, valuable to persons relying on the document and co fraudulent removal and reattachment of this form to ano	it may prove RIGHTTHUMBPRINT RIGHTTHUMBPRINT OF SIGNER #1 OF SIGNER #2
Further Description of Any Attached Document	
Document Date: April 22, 2013 Number of B Signer(s) Other Than Named Above: Altera European Company Limite	Pages: 5

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**RECORDED: 09/16/2013**