

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Algotochip Corporation		11/07/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nitto Denko Corporation		
Street Address:	1-1-2, Shimohozumi		
City:	Ibaraki Osaka		
State/Country:	JAPAN		
Postal Code:	567-8680		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85897207	ALGOTOCHIP BLUEBOX	
CORRESPONDENCE DATA			
Fax Number:	9177777373		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-3000		
Email:	andrew.patrick@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Elaine Ziff, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	092850/9		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Elaine D. Ziff

Signature:

/EZIFF/

Date:

11/18/2013

**Total Attachments: 6**

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## AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST

This **AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST**, dated as of November 7, 2013 (“**Grant**”) is by **ALGOTOCHIP CORPORATION**, a Delaware corporation located at 530 Lakeside Drive, Suite 260, Sunnyvale, California 94085 U.S.A. (“**Borrower**”) in favor of **NITTO DENKO CORPORATION**, a corporation organized under the law of Japan located at 1-1-2, Shimohozumi, Ibaraki Osaka, 567-8680, Japan (“**Secured Party**”).

**WHEREAS**, Borrower owns and will in the future adopt or acquire, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Borrower has entered into a Loan Agreement dated as of August 28, 2012 (said Loan Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Initial Loan Agreement**”) with Secured Party as Lender pursuant to which, Secured Party has made certain commitments, subject to the terms and conditions set forth in the Initial Loan Agreement, to extend a loan to Borrower; and

**WHEREAS**, Borrower has entered into a Loan Agreement dated as of November 7, 2013 (said Loan Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Second Loan Agreement**”) with Secured Party as Lender pursuant to which, Secured Party has made certain commitments, subject to the terms and conditions set forth in the Second Loan Agreement, to extend a loan to Borrower; and

**WHEREAS**, Borrower has entered into a Security Agreement dated as of August 31, 2012 (said Security Agreement, being the “**Existing Security Agreement**”), by and between Borrower and Secured Party, pursuant to which Borrower has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral; and

**WHEREAS**, Borrower has amended and restated the Existing Security Agreement as of November 7, 2013 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), by and between Borrower and Secured Party, pursuant to which Borrower has created in favor of Secured Party a further security interest in, and Secured Party has become a further secured creditor with respect to, the Trademark Collateral; and

**WHEREAS**, in consideration of the foregoing, the parties desire to amend and restate the existing Grant of Trademark Security Interest dated as of August 31, 2012, by and among Algotochip Corporation and Nitto Denko Corporation (the “**Existing Trademark Security Agreement**”), in its entirety as set forth herein.

Grant of Trademark Security Interest  
to Security Agreement

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, to evidence further the security interest granted by Borrower to Secured Party pursuant to the Security Agreement (i) the Existing Trademark Security Agreement is amended and restated in its entirety as set forth herein and (ii) Borrower hereby (A) confirms that, pursuant to the Existing Trademark Security Agreement, such Borrower granted to Secured Party, a continuing security interest in any and all right, title and interest of such Borrower in and to the Trademark Collateral (as defined below), (B) ratifies, reaffirms and restates such grant of continuing security interest in any and all right, title and interest of such Borrower in and to the Trademark Collateral, and (C) furthermore grants to Secured Party a security interest in, all of Borrower's right, title and interest in and to the following, in each case whether now or hereafter existing, and whether now owned or hereafter acquired, or in which Borrower now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles, Internet domain names, and/or other source and/or business identifiers and applications pertaining thereto, owned by Borrower, or hereafter adopted or acquired (including, without limitation, the trademarks set forth on Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for on the Trademarks in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Borrower's business symbolized by the Trademarks and associated therewith;

(ii) all rights to sue and recover for infringement or other violation of rights in the Trademarks; and

(iii) all "proceeds" as defined in the UCC including, without limitation, all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral, including, but not limited to, whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, leased exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding the foregoing, the Trademark Collateral excludes any trademark application filed in the U.S. Patent and Trademark Office (the **"PTO"**) on the basis of the Borrower's intent-to-use such trademark unless and until evidence of use of the trademark has been filed with and accepted by the PTO pursuant to section 1(c) or 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), but only if granting the security interest in the trademark application before

Grant of Trademark Security Interest  
to Security Agreement

such filing and acceptance would adversely affect the enforceability or validity of the trademark application or the resulting trademark registration. For the avoidance of doubt, to the extent that any trademark application was excluded from the Trademark Collateral based on the foregoing, it shall automatically become Trademark Collateral upon the filing and acceptance by the PTO of evidence of use, as contemplated above.

Borrower does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of an irreconcilable conflict between the Security Agreement and this Grant, the Security Agreement shall control.

The term of this Grant is co-extensive with the term of the Security Agreement.

This Grant and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the state of New York (including, without limitation, section 5-1401 of the general obligations law of the state of New York), without regard to conflicts of laws principles.

This Grant may be executed in one or more counterparts and by different parties hereto in separate 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; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

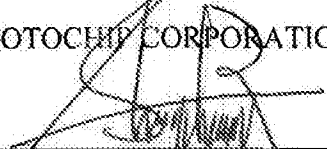
Borrower hereby consents to the recording of this Grant in the relevant Intellectual Property filing offices.

*[Signature pages to follow]*

Grant of Trademark Security Interest  
to Security Agreement

IN WITNESS WHEREOF, Borrower and Secured Party have caused this GRANT OF TRADEMARK SECURITY INTEREST to be duly executed and delivered by its officers thereunto duly authorized as of the 6<sup>th</sup> day of November, 2013.

ALGOTOCHIP CORPORATION

By:   
 Name: Tak Shigihara  
 Title: President and CEO

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF SANTA CLARA )

On 6 Nov, 2013, before me, SKAUD, a Notary Public, personally appeared Takashi Shigihara,

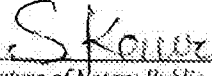
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(SEAL)

  
 Signature of Notary Public

NITTO DENKO CORPORATION

By: [Signature]  
Name: Toshihiko OMOTE  
Title: Board Member  
Executive Vice President & CTO  
Director Corporate Technology Sector

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

On 7 Nov, 2013, before me, SKAUR, a Notary Public, personally appeared Toshihiko Omote

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(SEAL)

[Signature]  
Signature of Notary Public

[Signature Page to Grant of Trademark Security Interest]

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark</u>	<u>Registration/ (Appl. Number)</u>	<u>Date Registered (Date Filed)</u>
Algotochip Corporation	ALGOTOCHIP BLUEBOX	(85897207)	(April 6, 2013)