

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microsemi Semiconductor (U.S.) Inc.		11/25/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley & Co. LLC		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2832336	LEGERITY	
Registration Number:	2716190	LEGERITY	
Registration Number:	2847825		
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: Rebecca Rodal, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	391000/1426		

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NAME OF SUBMITTER:	Rebecca Rodal
Signature:	/rebecca rodal/
Date:	11/26/2013
Total Attachments: 5 source=Microsemi Trademark SA#page1.tif source=Microsemi Trademark SA#page2.tif source=Microsemi Trademark SA#page3.tif source=Microsemi Trademark SA#page4.tif source=Microsemi Trademark SA#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2013 (“Trademark Security Agreement”), made by the signatory hereto (“Grantor”), is in favor of MORGAN STANLEY & CO. LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (in such capacity, the “Assignee”).

W I T N E S S E T H:

WHEREAS, Grantor is party to a Guarantee and Collateral Agreement dated as of November 2, 2010 (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Assignee and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, the “Administrative Agent”) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of Grantor, including, without limitation, the registered and applied-for Trademarks of Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Assignee pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

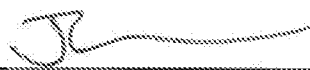
This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

MICROSEMI SEMICONDUCTOR (U.S.)
INC.

By:

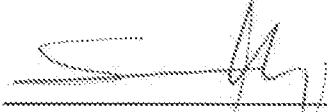


Name: John W. Hohener
Title: Chief Financial Officer and Corporate
Secretary

Accepted and Agreed:

MORGAN STANLEY & CO. LLC, as Assignee

By:


Name: Stephen B King
Title: ED

TRADEMARKSUS Trademark Registrations and Applications

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION</u>	<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>	<u>OWNER</u>
LEGERITY	U.S.	Appl. # 76/074184	Reg. #2832336	Registered 4/13/2004	Microsemi Semiconductor (U.S.) Inc.
LEGERITY (design logo)	U.S.	Appl. #76/103179	Reg. #2716190	Registered 5/13/2003	Microsemi Semiconductor (U.S.) Inc.
LEGERITY (combined word and design)	U.S.	Appl. #76/103180	Reg. #2847825	Registered 6/1/2004	Microsemi Semiconductor (U.S.) Inc.