

01/23/2014



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12/16/13

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

Resub 1/23/14  
 9002 74727

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atmel Corporation		12/06/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 73 71		
Property Type	Number	Word Mark
Registration Number:	3490842	ADJACENT KEY SUPPRESSION
Registration Number:	3684569	AKS
Registration Number:	3177780	ANTARIS
Registration Number:	1526686	ATMEL
Registration Number:	3201939	ATMEL
Registration Number:	3267940	ATMEL
Registration Number:	3198885	ATMEL
Registration Number:	3201937	ATMEL
Registration Number:	3201938	ATMEL
Registration Number:	3201941	ATMEL

Registration Number:	3201942	ATMEL
Registration Number:	2025438	ATMEL
Registration Number:	3267939	ATMEL
Registration Number:	3201943	ATMEL
Registration Number:	3201940	ATMEL
Registration Number:	3075678	AVR
Registration Number:	2166210	AVR
Registration Number:	2180449	AVR STUDIO
Registration Number:	2891156	AVRFREAKS
Registration Number:	2966193	AVRFREAKS
Registration Number:	3728677	BITCLOUD
Registration Number:	2601053	CACHE LOGIC
Registration Number:	3669994	CAP
Registration Number:	2625572	CRYPTOMEMORY
Registration Number:	2944831	CRYPTORF
Registration Number:	4254377	ENABLING UNLIMITED POSSIBILITIES
Registration Number:	4254378	ENABLING UNLIMITED POSSIBILITIES
Registration Number:	4013529	ENABLING UNLIMITED POSSIBILITIES
Registration Number:	4096763	ENABLING UNLIMITED POSSIBILITIES
Registration Number:	3060008	EVERYWHERE YOU ARE
Registration Number:	3119203	EVERYWHERE YOU ARE
Registration Number:	2932804	EVERYWHERE YOU ARE
Registration Number:	2742306	FPSLIC
Registration Number:	2764526	FPSLIC
Registration Number:	1648039	IDIC
Registration Number:	2900141	LOGIC DOUBLING
Registration Number:	3981998	MAXTOUCH
Registration Number:	3838858	MAXTOUCH
Registration Number:	4272527	MAXTOUCH
Registration Number:	4261667	MAXTOUCH
Registration Number:	3920445	MAXTOUCH

	2952402	MEGA AVR
Registration Number:	2875390	MEGAAVR
Registration Number:	2296708	MEGAAVR
Registration Number:	4190888	OZMO
Registration Number:	4142876	OZMO DEVICES
Registration Number:	4146894	OZMO DEVICES
Registration Number:	3652058	OZMO DEVICES
Registration Number:	3578043	PHILIPP SPRING
Registration Number:	3651724	PICOPOWER
Registration Number:	2583686	PROCHIP DESIGNER
Registration Number:	3713468	QPROX
Registration Number:	3552073	QSLIDE
Registration Number:	3552071	QTOUCH
Registration Number:	3901123	QTWO
Registration Number:	2219439	QUICK CHANGE
Registration Number:	3552072	QWHEEL
Registration Number:	3330658	SAM-BA
Registration Number:	3330659	SAM-BA
Registration Number:	2875391	STK
Registration Number:	2872181	TINYAVR
Registration Number:	4027172	TWO TOUCH
Registration Number:	3807495	XMEGA
Registration Number:	4373777	XSENSE
Registration Number:	3661076	ZIGBIT
Serial Number:	77200459	QT
Serial Number:	85494774	MAXCHARGER
Serial Number:	85613002	MAXFUSION
Serial Number:	85458064	MAXSTYLUS
Serial Number:	85458074	MAXSTYLUS
Serial Number:	85458081	MAXSTYLUS
Serial Number:	85458084	MAXSTYLUS

85484619

XSENSE

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512  
**Phone:** 2023704761  
**Email:** ipteam@nationalcorp.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Correspondent Name:** Thomas Fahey  
**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130  
**Address Line 2:** National Corporate Research, Ltd.  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20005

**ATTORNEY DOCKET NUMBER:**

F147663

**NAME OF SUBMITTER:**

Katherine Stewart

**Signature:**

/Katherine Stewart/

**Date:**

12/16/2013

**Total Attachments: 7**

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**RECEIPT INFORMATION**

**ETAS ID:** TM289501  
**Receipt Date:** 12/16/2013  
**Fee Amount:** \$1840

## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, ATMEL CORPORATION, a Delaware corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ATMEL CORPORATION (the “**Borrower**”), the Lenders party thereto, and MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent,

Issuing Bank and Swingline Lender, are parties to a Credit Agreement dated as of December 6, 2013 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of December 6, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Subsidiary Guarantors party thereto and MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”; provided, however, that for the avoidance of doubt, Trademark Collateral shall exclude all Excluded Assets (as defined in the Security Agreement)), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the

goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule I hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule I hereto), or for injury to the goodwill associated with any of the foregoing;

*provided* that the Trademark Collateral shall not include any U.S. intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee 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.

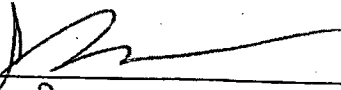
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

ATMEL CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
Ross Wolpin  
VP

[Signature Page to the Trademark Security Agreement]

**Schedule 1  
to Trademark  
Security Agreement**

**ATMEL CORPORATION**

**U.S. TRADEMARK REGISTRATIONS**

	Trademark	Reg. No.	Class(es)	Reg. Date	Owner
1	ADJACENT KEY SUPPRESSION	3,490,842	09	19-Aug-08	Atmel Corp.
2	AKS	3,684,569	09	15-Sep-09	Atmel Corp.
3	ANTARIS	3,177,780	09	28-Nov-06	Atmel Corp.
4	ATMEL	1,526,686	09	28-Feb-89	Atmel Corp.
5	ATMEL	3,201,939	40	23-Jan-07	Atmel Corp.
6	ATMEL	3,267,940	09	24-Jul-07	Atmel Corp.
7	ATMEL	3,198,885	41	16-Jan-07	Atmel Corp.
8	ATMEL	3,201,937	42	23-Jan-07	Atmel Corp.
9	ATMEL	3,201,938	16	23-Jan-07	Atmel Corp.
10	ATMEL (Stylized)	3,201,941	16	23-Jan-07	Atmel Corp.
11	ATMEL (Stylized)	3,201,942	40	23-Jan-07	Atmel Corp.
12	ATMEL (Stylized)	2,025,438	09	24-Dec-96	Atmel Corp.
13	ATMEL (Stylized)	3,267,939	09	24-Jul-07	Atmel Corp.
14	ATMEL (Stylized)	3,201,943	41	23-Jan-07	Atmel Corp.
15	ATMEL (Stylized)	3,201,940	42	23-Jan-07	Atmel Corp.
16	AVR	3,075,678	09; 16; 41; 42	04-Apr-06	Atmel Corp.
17	AVR (Stylized)	2,166,210	09	16-Jun-98	Atmel Corp.
18	AVR STUDIO	2,180,449	09	11-Aug-98	Atmel Corp.

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**TRADEMARK  
REEL: 005215 FRAME: 0593**



19	AVRFREAKS	2,891,156	42	05-Oct-04	Atmel Corp.
20	AVRFREAKS (Stylized)	2,966,193	42	12-Jul-05	Atmel Corp.
21	BITCLOUD	3,728,677	09	22-Dec-09	Atmel Corp.
22	CACHE LOGIC	2,601,053	09	30-Jul-02	Atmel Corp.
23	CAP	3,669,994	09	18-Aug-09	Atmel Corp.
24	CRYPTOMEMORY	2,625,572	09	24-Sep-02	Atmel Corp.
25	CRYPTORF	2,944,831	09	26-Apr-05	Atmel Corp.
26	ENABLING UNLIMITED POSSIBILITIES	4,254,377	09	04-Dec-12	Atmel Corp.
27	ENABLING UNLIMITED POSSIBILITIES	4,254,378	40	04-Dec-12	Atmel Corp.
28	ENABLING UNLIMITED POSSIBILITIES	4,013,529	41	16-Aug-11	Atmel Corp.
29	ENABLING UNLIMITED POSSIBILITIES	4,096,763	42	07-Feb-12	Atmel Corp.
30	EVERYWHERE YOU ARE	3,060,008	42	21-Feb-06	Atmel Corp.
31	EVERYWHERE YOU ARE	3,119,203	09	25-Jul-06	Atmel Corp.
32	EVERYWHERE YOU ARE	2,932,804	42	15-Mar-05	Atmel Corp.
33	FPSLIC	2,742,306	09	29-Jul-03	Atmel Corp.
34	FPSLIC (Stylized)	2,764,526	09	16-Sep-03	Atmel Corp.
35	IDIC	1,648,039	09	18-Jun-91	Atmel Corp.
36	LOGIC DOUBLING	2,900,141	09	02-Nov-04	Atmel Corp.
37	MAXTOUCH	3,981,998	09	21-Jun-11	Atmel Corp.
38	MAXTOUCH	3,838,858	41	24-Aug-10	Atmel Corp.
39	MAXTOUCH	4,272,527	42	08-Jan-13	Atmel Corp.
40	MAXTOUCH	4,261,667	42	18-Dec-12	Atmel Corp.
41	MAXTOUCH	3,920,445	16	15-Feb-11	Atmel Corp.

42	MEGA AVR	2,952,402	09	17-May-05	Atmel Corp.
43	MEGAAVR	2,875,390	09	17-Aug-04	Atmel Corp.
44	MEGAAVR (Stylized)	2,296,708	09	30-Nov-99	Atmel Corp.
45	OZMO	4,190,888	09	14-Aug-12	Atmel Corp.
46	OZMO DEVICES	4,142,876	09	15-May-12	Atmel Corp.
47	OZMO DEVICES	4,146,894	41	22-May-12	Atmel Corp.
48	OZMO DEVICES	3,652,058	42	07-Jul-09	Atmel Corp.
49	PHILIPP SPRING	3,578,043	06; 07; 09	17-Feb-09	Atmel Corp.
50	PICOPOWER	3,651,724	09	07-Jul-09	Atmel Corp.
51	PROCHIP DESIGNER	2,583,686	09	18-Jun-02	Atmel Corp.
52	QPROX	3,713,468	09	17-Nov-09	Atmel Corp.
53	QSLIDE	3,552,073	09	23-Dec-08	Atmel Corp.
54	QTOUCH	3,552,071	09	23-Dec-08	Atmel Corp.
55	QTWO	3,901,123	09	04-Jan-11	Atmel Corp.
56	QUICK CHANGE	2,219,439	09	19-Jan-99	Atmel Corp.
57	QWHEEL	3,552,072	09	23-Dec-08	Atmel Corp.
58	SAM-BA	3,330,658	09	06-Nov-07	Atmel Corp.
59	SAM-BA	3,330,659	16	06-Nov-07	Atmel Corp.
60	STK	2,875,391	09	17-Aug-04	Atmel Corp.
61	TINYAVR	2,872,181	09	10-Aug-04	Atmel Corp.
62	TWO TOUCH	4,027,172	09	13-Sep-11	Atmel Corp.
63	XMEGA	3,807,495	09	22-Jun-10	Atmel Corp.
64	XSENSE	4,373,777	17	23-Jul-13	Atmel Corp.
65	ZIGBIT		09	28-Jul-09	Atmel Corp.

3,661,078

**U.S. TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Class</b>	<b>App'n No.</b>	<b>Filing Date</b>	<b>Owner</b>
QT	09	77200459	07-Jun-07	Atmel Corp
MAXCHARGER	09	85494774	14-Dec-11	Atmel Corp
MAXFUSION	09; 42	85613002	01-May-12	Atmel Corp
MAXSTYLUS	09	85458064	27-Oct-11	Atmel Corp
MAXSTYLUS	40	85458074	27-Oct-11	Atmel Corp
MAXSTYLUS	41	85458081	27-Oct-11	Atmel Corp
MAXSTYLUS	42	85458084	27-Oct-11	Atmel Corp
XSENSE	21	85484619	01-Dec-11	Atmel Corp