

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303915

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Avago Technologies General IP (Singapore) Pte. Ltd.		05/06/2014	CORPORATION: SINGAPORE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3448159	A
Registration Number:	3756177	A
Registration Number:	3628841	AVAGO TECHNOLOGIES
Registration Number:	3580533	AVAGO TECHNOLOGIES
Registration Number:	3567537	COOLPAM
Registration Number:	4156901	CYOPTICS
Registration Number:	3879745	JAVELIN SEMICONDUCTOR
Registration Number:	3788333	JAVELIN SEMICONDUCTOR
Registration Number:	3701948	MOONSTONE
Registration Number:	4023144	R2COUPLER
Registration Number:	3392859	LASERSTREAM
Registration Number:	3432651	WAVICS

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

TRADEMARK

Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	040981-0072
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	05/08/2014
Total Attachments: 4 source=Executed Trademark Agreement - General IP (2)#page1.tif source=Executed Trademark Agreement - General IP (2)#page2.tif source=Executed Trademark Agreement - General IP (2)#page3.tif source=Executed Trademark Agreement - General IP (2)#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 6, 2014 (this "Agreement"), among Avago Technologies General IP (Singapore) Pte. Ltd. (the "Grantor") and Deutsche Bank AG New York Branch, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Avago Technologies Finance Pte. Ltd., a company incorporated under the Singapore Companies Act ("Holdings"), Avago Technologies Cayman Ltd., an exempted company incorporated with limited liability in the Cayman Islands (the "Borrower"), Avago Technologies Holdings Luxembourg S.à r.l., a private limited liability company incorporated under the laws of Luxembourg, having its registered office at 2-8, avenue Charles de Gaulle, L-1653 Luxembourg, in the process of being registered with the Trade and Companies Register and with a share capital of \$20,000 (the "Luxco Borrower"), the Lenders party thereto and Deutsche Bank AG New York Branch, as Collateral Agent and (b) the Collateral Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower Parties subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower Parties and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral"); provided that notwithstanding anything to the contrary contained in the foregoing clause, the security interest created hereby shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Assets.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

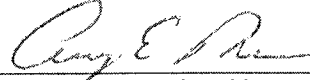
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AVAGO TECHNOLOGIES GENERAL IP (SINGAPORE)
PTE. LTD.

By:



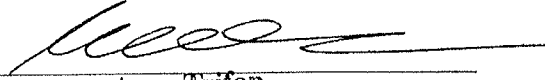
Name: Anthony E. Maslowski

Title: Attorney

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005276 FRAME: 0257

DEUTSCHE BANK AG NEW YORK BRANCH, as
Collateral Agent

By: 

Name: **Anca Trifan**
Title: **Managing Director**

By: 

Name:
Title: **Michael Winters**
Vice President

Schedule I

Owner Name	Trademark	Status	Serial Number	Registration Number	Application Number
Avago Technologies General IP (Singapore) Pte. Ltd.	A Stylized in B&W	Registered	77229703	3448159	77229703
	A Stylized in Color	Registered	78738536	3756177	78738536
	AVAGO TECHNOLOGIES	Registered	78738533	3628841	78738533
	AVAGO TECHNOLOGIES (Stylized in Color)	Registered	78738535	3580533	78738535
	COOLPAM	Registered	77505649	3567537	77505649
	CYOPTICS	Registered	85383078	4156901	85383078
	JAVELIN SEMICONDUCTOR OR	Registered	85011814	3879745	85011814
	JAVELIN SEMICONDUCTOR OR and Design	Registered	77663890	3788333	77663890
	MOONSTONE	Registered	77057667	3701948	77057667
	R2COUPLER	Registered	77645227	4023144	77645227
	LASERSTREAM	Registered	78577719	3392859	
	WAVICS	Registered	78551518	3432651	