

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304019

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M/A-Com Technology Solutions Holdings, Inc.		05/08/2014	CORPORATION: DELAWARE
Mindspeed Technologies, Inc.		05/08/2014	CORPORATION: DELAWARE
Brooktree Corporation		05/08/2014	CORPORATION: CALIFORNIA
Nitronex, LLC		05/08/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4010863	THE FIRST NAME IN MICROWAVE
Registration Number:	2617296	MIMIX BROADBAND
Registration Number:	2854873	BUILD IT FIRST
Registration Number:	2883342	M
Registration Number:	2902494	MINDSPEED
Registration Number:	2851812	MINDSPEED TECHNOLOGIES
Registration Number:	2839276	MINDSPEED BUILD IT FIRST
Registration Number:	2854868	ZIPWIRE
Registration Number:	3091510	SIGANTIC
Registration Number:	2952096	SIGANTIC
Registration Number:	2925552	NITRONEX
Registration Number:	2949681	N
Registration Number:	2455183	PATTY WAGSTAFF AIRSHOWS INC.
Serial Number:	86209635	COMCERTO
Registration Number:	2967342	NITRONEX

TRADEMARK

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CH \$390.00 4010863

CORRESPONDENCE DATA**Fax Number:** 2127352000***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*****Phone:** 2127353000**Email:** justin.selle@skadden.com**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP**Address Line 1:** Four Times Square**Address Line 4:** New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	244130/1354
NAME OF SUBMITTER:	Aliya Sanders
SIGNATURE:	/Aliya Sanders/
DATE SIGNED:	05/09/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2014, made by M/A-COM TECHNOLOGY SOLUTIONS HOLDINGS, INC., a Delaware corporation, MINDSPEED TECHNOLOGIES, INC., a Delaware corporation, BROOKTREE CORPORATION, a California corporation, and NITRONEX, LLC, a Delaware limited liability company (each, a "Grantor" and collectively, the "Grantors"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement dated as of May 8, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among M/A-COM Technology Solutions Holdings, Inc., each Lender from time to time party thereto, Goldman Sachs Bank USA, as Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer and the other agents and parties party thereto.

WHEREAS, the Grantors are party to a Security Agreement, dated as of May 8, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark made and 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to a Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.


SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

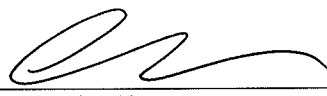
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

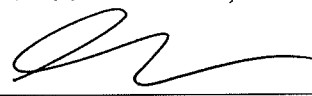
M/A-COM TECHNOLOGY SOLUTIONS HOLDINGS,
INC, as Grantor

By: 
Name: Clay Simpson
Title: Vice President, General Counsel and
Secretary

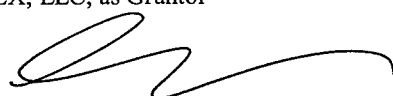
MINDSPEED TECHNOLOGIES, INC, as Grantor

By: 
Name: Clay Simpson
Title: Vice President, General Counsel and
Secretary

BROOKTREE CORPORATION, as Grantor

By: 
Name: Clay Simpson
Title: Vice President, General Counsel and
Secretary

NITRONEX, LLC, as Grantor

By: 
Name: Clay Simpson
Title: Vice President, General Counsel and
Secretary

[Trademark Security Agreement]

TRADEMARK
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Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: Charles D. Johnston
Name:
Title:

Charles D. Johnston
Authorized Signatory

Charles D. Johnston
Authorized Signatory

[Trademark Security Agreement]

TRADEMARK
REEL: 005276 FRAME: 0806

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No</u>
THE FIRST NAME IN MICROWAVE	August 16, 2011	4,010,863
Mimix Broadband	September 10, 2002	2,617,296
BUILD IT FIRST	June 15, 2004	2,854,873
M LOGO	July 4, 2009	2,883,342
MINDSPEED	August 4, 2006	2,902,494
MINDSPEED TECHNOLOGIES	August 4, 2006	2,851,812
MINDSPEED LOGO & TAG	April 4, 2005	2,839,276
ZIPWIRE	June 15, 2004	2,854,868
SIGANTIC	May 9, 2006	3,091,510
SIGANTIC	May 17, 2005	2,952,096
NITRONEX	February 8, 2005	2,925,552
NITRONIX	July 12, 2005	2,967,342
N Logo	May 10, 2005	2,949,681
PATTY WAGSTAFF AIRSHOWS, INC. design	May 29, 2001	2,455,183
TRUEVU	August 24, 1990	(CA) 92926

U.S. Trademark Application

<u>Mark</u>	<u>Filing Date</u>	<u>Appl. No.</u>
COMCERTO	March 23, 2014	86/209,635