

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309799

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SITIME CORPORATION		06/30/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	CAPITAL IP INVESTMENT PARTNERS LLC
Street Address:	1686 Union Street
Internal Address:	Suite 205
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94123
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3410821	EPISEAL
Registration Number:	3291973	IT'S ABOUT TIME
Registration Number:	3291974	MEMS FIRST
Registration Number:	3291975	SILICON TIME
Registration Number:	3299613	SIRES
Registration Number:	3309160	SITIME
Registration Number:	3294600	SITIME
Serial Number:	85814146	TEMPFLAT
Serial Number:	85814152	TEMPFLAT MEMS
Serial Number:	85814160	TEMPFLAT MEMS

CORRESPONDENCE DATA

Fax Number: 9783410136

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

Phone: 978-341-0036

Email: amy.comeau@hbsr.com

Correspondent Name: David E. Brook, Esq.

Address Line 1: 530 Virginia Road, P.O. Box 9133

Address Line 2: Hamilton, Brook, Smith & Reynolds, P.C.

Address Line 4: Concord, MASSACHUSETTS 01742-9133

TRADEMARK

ATTORNEY DOCKET NUMBER:	5037.0001-000
NAME OF SUBMITTER:	Amy T. Comeau
SIGNATURE:	/Amy T. Comeau/
DATE SIGNED:	07/07/2014
Total Attachments: 4 source=50370001000TradeSecAgreement#page1.tif source=50370001000TradeSecAgreement#page2.tif source=50370001000TradeSecAgreement#page3.tif source=50370001000TradeSecAgreement#page4.tif	

SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, SITIME CORPORATION, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has entered into a Credit Agreement dated as of June 30, 2014 with Capital IP Investment Partners LLC, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Secured Party**”) and other lenders from time to time party thereto, pursuant to which the lenders thereunder have agreed to extend certain credit facilities to the Grantor, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of June 30, 2014 (said Pledge and Security Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the “**Pledge and Security Agreement**”), between the Grantor and the Secured Party, the Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreement, to evidence further the security interest granted by the Grantor to the Secured Party pursuant to the Pledge and Security Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise (but with respect to such trademark licenses, only to the extent permitted by such licensing arrangements)) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon 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), 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 the Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) 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 the 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. For purposes of this Short-Form Trademark Security Agreement, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Short-Form Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 30 day of June, 2014.

SITIME CORPORATION,
as Grantor

By: 
Name: Rajesh Vasthi
Title: President & CEO

**SCHEDULE A
TO
SHORT-FORM TRADEMARK SECURITY AGREEMENT**

Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Country	Class	Case Status/Next Action
EPISEAL	78872508	4/28/2006	3410821	4/8/2008	United States	09	Registered Next Renewal Date:4/8/2018
EPISEAL	2006096952	10/18/2006	5060267	7/6/2007	Japan	09	Registered Next Renewal Date:7/6/2017
EPISEAL	095052356	10/18/2006	01264446	6/1/2007	Taiwan	09	Registered Next Renewal Date:5/31/2017
IT'S ABOUT TIME	78758777	11/21/2005	3291973	9/11/2007	United States	09	Registered Next Renewal Date:9/11/2017
MEMS FIRST	78758779	11/21/2005	3291974	9/11/2007	United States	09	Registered Next Renewal Date:9/11/2017
SILICON TIME	78758784	11/21/2005	3291975	9/11/2007	United States	09	Registered Let Lapse
SIRES	78766851	12/3/2005	3299613	9/25/2007	United States	09	Registered Let Lapse
SIRES	5106265	5/30/2006	5106265	5/24/2007	European Community	09	Registered Next Renewal Date:5/31/2016
SIRES	2006048547	5/26/2006	5028297	2/23/2007	Japan	09	Registered Next Renewal Date:2/23/2017
SIRES	95027246	5/28/2006	01246733	1/16/2007	Taiwan	09	Registered Next Renewal Date:1/15/2017
SITIME	78758781	11/21/2005	3309160	10/9/2007	United States	09	Registered Next Renewal Date:10/9/2017
SITIME	78349362	1/8/2004	3294600	9/18/2007	United States	09	Registered Next Renewal Date:9/18/2017
SITIME	5072731	5/12/2006	5072731	4/27/2007	European Community	09	Registered Next Renewal Date:5/31/2016
SITIME	2006043457	5/12/2006	5007272	12/1/2006	Japan	09	Registered Next Renewal Date:12/1/2016
SITIME	40200626491	5/18/2006	706107	4/11/2007	South Korea	09	Registered Next Renewal Date:4/11/2017
SITIME	95024529	5/12/2006	01243816	1/1/2007	Taiwan	09	Registered Next Renewal Date:12/31/2016
TEMPFLAT	85814146	1/2/2013			United States	09	Allowed Statement of Use Final Deadline:1/21/2017
TEMPFLAT MEMS	85814152	1/2/2013			United States	09	Allowed Statement of Use Final Deadline:1/21/2017
TEMPFLAT MEMS (Stylized)	85814160	1/2/2013			United States	09	Allowed Statement of Use Final Deadline:2/4/2017