

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316142

| | | | |
|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Newport Media, Inc. | | 09/02/2014 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Morgan Stanley Senior Funding, Inc., as Collateral Agent | | |
| Street Address: | 1585 Broadway | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10036 | | |
| Entity Type: | Bank: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3475834 | NMI | |
| Registration Number: | 3255181 | NEWPORT MEDIA | |
| Registration Number: | 4175033 | NMI | |
| Registration Number: | 3408056 | MOBIZAP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <i>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.</i> | | | |
| Phone: | 202-370-4750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, Ltd. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F151506 | | |
| NAME OF SUBMITTER: | Bina Nayee | | |
| SIGNATURE: | /Bina Nayee/ | | |
| DATE SIGNED: | 09/05/2014 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

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

September 2, 2014

WHEREAS, NEWPORT MEDIA, INC., a California 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 guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) 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 Grantor’s Secured Guarantee, 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 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 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.

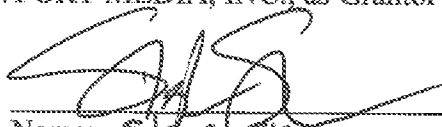
The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so 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.

NEWPORT MEDIA, INC., as Grantor

By: 
Name: Steve Skaggs
Title: Director

Acknowledged:

MORGAN STANLEY SENIOR
FUNDING, INC.,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement (Newport Media)]

TRADEMARK
REEL: 005357 FRAME: 0489

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.

NEWPORT MEDIA, INC., as Grantor

By: _____

Name:

Title:

Acknowledged:

MORGAN STANLEY SENIOR
FUNDING, INC.,
as Administrative Agent

By: _____

Name: Stephen B. King

Title: Vice President

[Signature Page to Trademark Security Agreement (Newport Media)]

TRADEMARK
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**Schedule 1
to Trademark
Security Agreement**

NEWPORT MEDIA, INC.

U.S. TRADEMARK REGISTRATIONS

| | Trademark | Reg. No. | Reg. Date |
|---|--------------------------------------|-----------------|------------------|
| 1 | NMI (stylized and/or with design) | 3,475,834 | 29-Jul-2008 |
| 2 | NEWPORT MEDIA | 3,255,181 | 26-Jun-2007 |
| 3 | NMI (stylized and/or with design) | 4,175,033 | 17-Jul-2012 |
| 4 | MOBIZAP | 3,408,056 | 8-Apr-2008 |