

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Short Form Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnum Semiconductor, Inc.		10/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital IP Investment Partners LLC, as Administrative Agent		
Street Address:	1686 Union Street, Suite 205		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94123		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3545123	DVFX	
Registration Number:	3532534	DVFX	
Registration Number:	3808970	MAGNUM SEMICONDUCTOR	
Registration Number:	3805344	MAGNUM SEMICONDUCTOR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	055197-0001		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/31/2014		
Total Attachments: 5			
source=Capital IP_Magnum - Trademark Security Agreement (executed 10-31-14)#page1.tif			
source=Capital IP_Magnum - Trademark Security Agreement (executed 10-31-14)#page2.tif			
source=Capital IP_Magnum - Trademark Security Agreement (executed 10-31-14)#page3.tif			

OP \$115.00 3545123

source=Capital IP_Magnum - Trademark Security Agreement (executed 10-31-14)#page4.tif

source=Capital IP_Magnum - Trademark Security Agreement (executed 10-31-14)#page5.tif

SHORT-FORM TRADEMARK SECURITY AGREEMENT

October 31, 2014

WHEREAS, MAGNUM SEMICONDUCTOR, INC. (the “**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 October 31, 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 October 31, 2014 (as amended, supplemented or otherwise modified from time to time, 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 any such license, only to the extent such a grant would not, under the terms thereof, result in a breach of the terms of, or constitute a default under, such license)) 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.


THIS SHORT FORM TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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. To the extent there is a conflict between the terms of this Short Form Trademark Security Agreement and the Pledge and Security Agreement, including with respect to the definition of Trademarks, the terms of the Pledge and Security Agreement shall govern.

[The remainder of this page is intentionally left blank.]



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 date first written above.

MAGNUM SEMICONDUCTOR, INC.

By: 
Name: Teresa Britti
Title: CFO


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

U.S. Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
DVFX	9	78629151 12-MAY-2005	3545123 09-DEC-2008
	9	78806537 03-FEB-2006	3532534 11-NOV-2008
MAGNUM SEMICONDUCTOR	9	77567274 10-SEP-2008	3808970 29-JUN-2010
	9	77567277 10-SEP-2008	3805344 22-JUN-2010

Foreign Trademarks

Country	Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
Canada	C-CUBE	9	689536 10-SEP-1991	TMA417815 8-OCT-1993
France	DVXPART	9	97 694793 12-SEP-1997	97 694793
France	DVXPLORE	9	98 756605 28-OCT-1998	98 756605
France	PERFECTVIEW	9	97 694794 12-SEP-1997	97 694794
Germany	DVX	9, 42	39743150.3 09-SEP-1997	39743150 17-FEB-1998
Germany	DVXPART	9, 42	39743155.4 09-SEP-1997	39743155 16-JUN-1998
Germany	FAME	9, 42	39820782.8 14-APR-1998	39820782 08-OCT-1998
Germany	PERFECTVIEW	9, 42	39743154.6 09-SEP-1997	39743154 07-MAY-1999

Country	Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
United Kingdom	 <small>©-CUBE</small> C-CUBE	9	1476739 18-SEP-1991	1476739 10-MAR-1995