TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334911

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		03/12/2015	Bank:

RECEIVING PARTY DATA

Name:	Spansion LLC
Street Address:	915 DeGuigne Drive
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94088
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Spansion Technology LLC
Street Address:	915 DeGuigne Drive
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94088
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78517807	CERIUM LABS
Serial Number:	76518185	SPANSION
Serial Number:	75869157	FLEXBANK
Serial Number:	78437870	CERIUM LABS
Serial Number:	77505972	ECORAM
Serial Number:	78063726	MIRRORBIT
Serial Number:	78239428	SPANSION
Serial Number:	77505962	SPANSION ECORAM
Serial Number:	77142055	MIRRORBIT ECLIPSE

CH $240.00 78517807

CORRESPONDENCE DATA

Fax Number: 6504936811

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: 650-461-6125
Email: qlu@wsgr.com
Correspondent Name: WSGR, c/o Qui Lu
Address Line 1: 650 Page Mill Road
Address Line 2: FH2-1 P12
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	3483.276
NAME OF SUBMITTER:	Qui Lu
SIGNATURE:	/s/ Qui Lu
DATE SIGNED:	03/12/2015

Total Attachments: 9
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TERMINATION AND RELEASE OF

SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Termination and Release"), dated as of March 12, 2015, is executed by BARCLAYS BANK PLC, as collateral agent (in such capacity, "Collateral Agent") in favor of SPANSION LLC, a Delaware limited liability company, and SPANSION TECHNOLOGY LLC, a Delaware limited liability company (collectively, jointly and severally "Grantors"). All capitalized terms used in this Termination and Release and not otherwise defined herein, shall have the respective meanings given to such terms in the A&R Trademark Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Trademark Security Agreement, dated as of May 10, 2010 (the "Original Trademark Security Agreement"), executed by certain of the Grantors in favor of Collateral Agent and that certain Pledge and Security Agreement, dated as of May 10, 2010, executed by certain of the Grantors in favor of Collateral Agent, Grantors granted to Collateral Agent a security interest in, to and under the following, whether then-existing or thereafter created or acquired (collectively, the "Original Trademark Collateral"):

a. all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule 1 hereto; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iv) all rights to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Original Trademarks"); and

b. any and all agreements providing for the granting of any right in or to Original Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule 1 hereto.

B. The Original Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 4, 2010, at Reel/Frame 4218/0921 to evidence the security interest granted under the Original Trademark Security Agreement.

C. Pursuant to that certain Amended and Restated Trademark Security Agreement, dated as of December 13, 2012 (the "A&R Trademark Security Agreement"), executed by Grantors in favor of Collateral Agent and that certain Amended and Restated Pledge and Security Agreement, dated as of December 13, 2012, executed by Grantors in favor of Collateral

Agent, Grantors granted to Collateral Agent a security interest in, to and under the following, whether then-existing or thereafter created or acquired (collectively, the "A&R Trademark Collateral"):

a. all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule 2 hereto; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iv) all rights to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "A&R Trademarks"); and

b. any and all agreements providing for the granting of any right in or to A&R Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule 2 hereto.

D. The A&R Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 13, 2012, at Reel/Frame 4919/0099 to evidence the security interest granted under the A&R Trademark Security Agreement.

E. Collateral Agent agrees to terminate and release its security interest in the Original Trademark Collateral and A&R Trademark Collateral (collectively, the "Trademark Collateral") and to file this Termination and Release with respect to such release of its security interest as herein provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Release. Collateral Agent, in each case, without recourse, representation or warranty of any kind whatsoever, hereby (i) acknowledges the satisfaction and termination of the security interests granted under the Original Trademark Security Agreement and A&R Trademark Security Agreement and (ii) expressly discharges, relinquishes, terminates and releases all of Collateral Agent's right, title and interest in, to and under the Trademark Collateral, including without limitation the trademarks and trademark applications set forth in Schedule 1 and Schedule 2. Any such right, title and interest of Collateral Agent in, to or under the Trademark Collateral, if any, shall hereby terminate, cease and become void.

2. Recordation. If necessary or desired, Collateral Agent hereby authorizes Grantors (or Grantors' authorized representative(s)) to record this Termination and Release with the United States Patent and Trademark Office and/or any other applicable governmental office or

agency in order to accomplish the release of Collateral Agent's security interest in the Trademark Collateral.

3. Governing Law. This Termination and Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would result in the application of any other law.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has executed and delivered this Termination and Release as of the day and year first above written.

BARCLAYS BANK PLC,
as Collateral Agent

By: _____
Name:
Title: Renato Gleue
Vice President

[SIGNATURE PAGE TO TERMINATION & RELEASE – TRADEMARKS]

SCHEDULE 1
TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL

Trademark	Country	Owner	Application No. Filing Date	Registration No. Registration Date
SPANSION	Australia	Spansion LLC	979469 11/24/03	979469 11/24/03
SPANSION	Australia	Spansion LLC	974572 10/16/03	974572 10/16/03
ORNAND	Benelux	Spansion LLC	1104681 2/20/06	794419 3/3/06
SPANSION	Brazil	Spansion LLC	826075533 11/21/03	826075533 8/25/09
SPANSION	Brazil	Spansion LLC	826075541 11/21/03	826075541 9/8/09
MIRRORBIT	Brazil	Spansion LLC	824152603 11/16/01	824152603 2/6/08
SPANSION	Brazil	Spansion LLC	825986397 10/17/03	825986397 19-AUG-2008
SPANSION	Brazil	Spansion LLC	825986389 10/17/03	825986389 30-SEP-2008
SPANSION	Canada	Spansion LLC	1197907 11/24/03	TMA701450 11/22/07
MIRRORBIT	Canada	Spansion LLC	1295299 3/15/06	TMA693222 8/1/07
SPANSION	Canada	Spansion LLC	1193486 10/16/03	TMA701496 11/22/07
ECORAM	China	Spansion LLC	7126583 12/22/08	
MIRRORBIT	China	Spansion LLC	3018580	3018580

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Trademark	Country	Owner	Application No. Filing Date	Registration No. Registration Date
			11/15/01	2/21/03
SPANSION	Czech Republic	Spansion LLC	198309 11/21/03	265450 8/25/04
SPANSION	Czech Republic	Spansion LLC	197003 10/17/03	264155 6/28/04
Ceriumlabs	EU	Spansion LLC	4201901 12/15/04	4201901 3/1/06
SPANSION	EU	Spansion LLC	3552775 11/24/03	3552775 1/19/06
MirrorFlash	EU	Spansion Technology Inc	2704104 5/10/02	2704104 10/21/03
CERIUM LABS	EU	Spansion LLC	3921517 7/7/04	3921517 11/8/05
ECORAM	EU	Spansion LLC	7486996 12/22/08	7486996 7/21/09
FLEXBANK	EU	Spansion Technology Inc	1368984 10/28/99	1368984 12/20/00
HiddenROM	EU	Spansion Technology Inc	1149087 4/16/99	1149087 6/14/00
MIRRORBIT	EU	Spansion LLC	2463297 11/15/01	2463297 3/20/03
MIRRORBIT ECLIPSE	EU	Spansion LLC	6296561 9/20/07	6296561 8/21/08
SPANSION	EU	Spansion LLC	3408481 10/16/03	3408481 2/7/05
Ceriumlabs	Japan	Spansion LLC	2004-113913 12/14/04	4873406 6/17/05
CERIUM LABS	Japan	Spansion LLC	2004-062902 7/7/04	4843379 3/4/05
ECORAM	Japan	Spansion LLC	2008-102854	

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Trademark	Country	Owner	Application No. Filing Date	Registration No. Registration Date
			12/22/08	
MIRRORBIT	Japan	Spansion LLC	2001-106495 11/28/01	4620683 11/15/02
MIRRORBIT ECLIPSE	Japan	Spansion LLC	2007-027187 3/28/07	5107708 1/25/08
SPANSION	Mexico	Spansion LLC	631426 11/27/03	879923 4/29/05
SPANSION	Mexico	Spansion LLC	625165 10/17/03	887939 6/24/05
SPANSION	New Zealand	Spansion LLC	704831 11/21/03	704831 5/27/04
SPANSION	New Zealand	Spansion LLC	703148 10/16/03	703148 4/22/04
SPANSION	Poland	Spansion LLC	273025 11/24/03	177595 8/25/06
SPANSION	Poland	Spansion LLC	271343 10/17/03	176347 7/26/06
SPANSION	South Korea	Spansion LLC	45-2006- 0004069 11/10/06	450021843 12/24/07
ECORAM	South Korea	Spansion LLC	40-2008- 0059046 12/22/08	4008127 1/27/10
SPANSION	South Korea	Spansion LLC	45-2003- 0003617 10/9/03	450018854 2/5/07
SPANSION	South Korea	Spansion LLC	45-2003- 0003616 10/9/03	Abandoned
Ceriumlabs	US	Spansion LLC	78/517807 11/16/04	3385314 2/19/08

#86922838v9

Trademark	Country	Owner	Application No. Filing Date	Registration No. Registration Date
SPANSION	US	Spansion LLC	76/518185 5/30/03	2885898 9/21/04
FlexBank	US	Spansion Technology Inc.	75/869157 12/9/99	2780995 11/11/03
CERIUM LABS	US	Spansion LLC	78/437870 6/18/04	3414512 4/22/08
ECORAM	US	Spansion LLC	77/505972 6/23/08	Abandoned
MIRRORBIT	US	Spansion, LLC	78/063726 5/15/01	3080309 4/11/06
SPANSION	US	Spansion LLC	78/239428 4/18/03	2901564 11/9/04
SPANSION ECORAM	US	Spansion LLC	77/505962 6/23/08	Abandoned
MIRRORBIT ECLIPSE	US	Spansion LLC	77/142,055 3/27/07	Abandoned

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SCHEDULE 2
TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL

U.S. TRADEMARK REGISTRATIONS

	OWNER	MARK	APPLICATION NO. FILING DATE	REGISTRATION NO. REGISTRATION DATE
1.	Spansion LLC	MIRRORBIT	78063726 15-MAY-2001	3080309 11-APR-2006
2.	Spansion LLC	SPANSION	78239428 18-APR-2003	2901564 09-NOV-2004
3.	Spansion LLC	SPANSION	76518185 30-MAY-2003	2885898 21-SEP-2004

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

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