

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342661

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SEMTECH CORPORATION		05/13/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC BANK USA, NATIONAL ASSOCIATION		
<b>Street Address:</b>	660 S. Figueroa St., Suite 800		
<b>Internal Address:</b>	Attn: Semtech Relationship Manager		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90017		
<b>Entity Type:</b>	national bank: VIRGINIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86227759	SEMTECH	
<b>Serial Number:</b>	86227763	S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134432926		
<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>			
<b>Phone:</b>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard, Mullin, Richter & Hampton LLP		
<b>Address Line 1:</b>	333 S. Hope St., 43rd Floor		
<b>Address Line 2:</b>	Attn: J. Cravitz		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	03VV-191423		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		
<b>SIGNATURE:</b>	/julie cravitz/		
<b>DATE SIGNED:</b>	05/27/2015		
<b>Total Attachments: 4</b>			
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## SUPPLEMENT TO GRANT OF SECURITY INTEREST (TRADEMARKS)

This Supplement to Grant of Security Interest (Trademarks) (the “**Trademark Security Agreement Supplement**”) dated as of May 13, 2015, is delivered by Semtech Corporation, a Delaware corporation (“**Borrower**”), Semtech New York Corporation, a Delaware corporation (“**Semtech New York**”), and Sierra Monolithics, Inc., a California corporation (“**Sierra**”; Borrower, Semtech New York and Sierra being each referred to individually herein as “**Assignor**”, and collectively as “**Assignors**”), pursuant to (a) that Grant of Security Interest (Trademarks) dated as of May 2, 2013 (as amended, modified and supplemented to the date hereof and as the same may from time to time hereafter be further amended, modified, supplemented or restated, the “**Trademark Security Agreement**”), by Assignors in favor of HSBC Bank USA, National Association, in its separate capacity as Administrative Agent, for the benefit of the Secured Parties, and (b) Section 5(a) of that Security Agreement dated as of May 2, 2013 (as amended, modified and supplemented to the date hereof and as the same may from time to time hereafter be further amended, modified, supplemented or restated, the “**Security Agreement**”), by Assignors and certain of Borrower’s other direct or indirect domestic subsidiaries, jointly and severally as Grantors, in favor of HSBC Bank USA, National Association, in its separate capacity as Administrative Agent, for the benefit of the Secured Parties. Capitalized terms used but not defined herein will have the meaning ascribed to such terms in the Trademark Security Agreement and/or the Security Agreement, as applicable.

The undersigned each hereby agree that (i) this Trademark Security Agreement Supplement may be attached to the above-referenced Trademark Security Agreement and will become and be a part thereof with the same force and effect as if originally attached thereto, and (ii) the additional Trademarks (including the associated goodwill) listed on **Schedule I** to this Trademark Security Agreement Supplement will be and become part of the Collateral pledged by the undersigned to the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Security Agreement (and in the Security Agreement) with the same force and effect as if originally named therein.


The undersigned hereby certifies that the representations and warranties set forth in the Security Agreement are true and correct as to the Collateral listed herein on and as of the date hereof.

*[remainder of page intentionally left blank]*

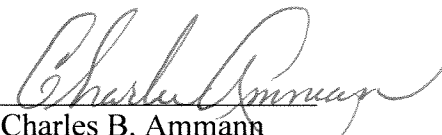
IN WITNESS WHEREOF, each of the parties has caused this Trademark Security Agreement Supplement to be duly executed as of the date first written above.

**ASSIGNORS:**


**SEMTECH CORPORATION,**  
a Delaware corporation

By:   
Name: Charles B. Ammann  
Title: Executive Vice President, General Counsel  
and Secretary

**SEMTECH NEW YORK,**  
a Delaware corporation

By:   
Name: Charles B. Ammann  
Title: Executive Vice President, General Counsel  
and Secretary

**SIERRA MONOLITHICS, INC.,**  
a California corporation

By:   
Name: Charles B. Ammann  
Title: Executive Vice President, General Counsel  
and Secretary

**ACCEPTED:**

**HSBC BANK USA, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: ECLIFF JACKMAN  
Title: VICE PRESIDENT

Schedule I

Registered U.S. Trademarks

**I. RECORD OWNER: SEMTECH CORPORATION**

<b>REGISTRATION NO.</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>
	None.	

Pending U.S. Trademark Applications

**I. RECORD OWNER: SEMTECH CORPORATION**

<b>APPLICATION No.</b>	<b>MARK</b>	<b>FILING DATE</b>
86/227759	SEMTECH	03/20/2014
86/227763	SEMTECH (word and design)	