

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plessey Semiconductors Limited		09/28/2015	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, London Branch, as Security Agent		
Street Address:	Winchester House, 1 Great Winchester St.		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 2DB		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4103981	PLESSEY SEMICONDUCTORS	
Registration Number:	4284560	PLESSEY	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	819067		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	10/05/2015		
Total Attachments: 4			
source=10-5-15 Plessey Semiconductors-TM#page1.tif			
source=10-5-15 Plessey Semiconductors-TM#page2.tif			
source=10-5-15 Plessey Semiconductors-TM#page3.tif			

CH \$65.00 4103981

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

TRADEMARKS

WHEREAS, Plessey Semiconductors Limited, a company registered in England and Wales with company registration number 04129612 (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Deutsche Bank AG, London Branch, as security agent (the "Security Agent", which expression shall include its successors, assigns and transferees), are parties to a Facility Agreement dated 17 September 2015 (as amended, supplemented or otherwise modified from time to time, the "Facility Agreement"); and

WHEREAS, pursuant to (i) a Debenture dated as of 17 September 2015 (as amended, supplemented or otherwise modified from time to time, the "Debenture") entered into between, the Grantor and the Security Agent and (ii) certain other Finance Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Debenture) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Debenture) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property 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 Security Agent, to secure the Secured Obligations, 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 "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Debenture) referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) 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 any injury to, or infringement or dilution of any Trademark owned by the Grantor identified in schedule I hereto or for the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Security Agent 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 Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Acceleration Event (as defined in the Debenture) shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the

extent expressly permitted in the Debenture, 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 Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Debenture. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Debenture. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

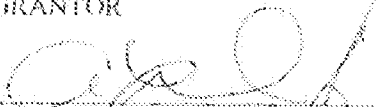
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Debenture, the Debenture shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

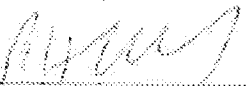
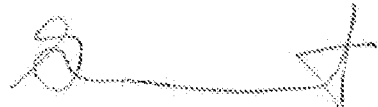
IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 28th day of September, 2015.

PLESSEY SEMICONDUCTORS LIMITED,
AS GRANTOR

By: 
Name: MICHEL LEGOFF
Title: DIRECTOR

Acknowledged:

DEUTSCHE BANK, AG, LONDON BRANCH
as Security Agent

By:  
Name: Leigh Muntz
Title: AVP

Leigh Muntz
Assistant Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Plessey Semiconductors	4103981	February 28, 2012
Plessey (the mark consists of a circle with a heart monitor styled line forming a stylized rendering of the term "Plessey")	4284560	February 5, 2013