

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371895

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------------------|
| MICROSEMI CORPORATION | | 01/15/2016 | CORPORATION: DELAWARE |
| MICROSEMI SEMICONDUCTOR (U.S.) INC. (F/K/A LEGERITY, INC., ZARLINK SEMICONDUCTOR (V.N.) INC., CENTELLAX, INC., AND ZARLINK SEMICONDUCTOR (U.S.) INC.) | | 01/15/2016 | CORPORATION: DELAWARE |
| MICROSEMI FREQUENCY AND TIME CORPORATION (F/K/A SYMMETRICON, INC.) | | 01/15/2016 | CORPORATION: DELAWARE |
| MICROSEMI CORP. - ANALOG MIXED SIGNAL GROUP (F/K/A LINFINITY MICROELECTRONICS INC.) | | 01/15/2016 | CORPORATION: DELAWARE |
| MICROSEMI COMMUNICATIONS, INC. | | 01/15/2016 | CORPORATION: DELAWARE |
| MICROSEMI SOC CORP. (F/K/A ACTEL CORPORATION) | | 01/15/2015 | CORPORATION: CALIFORNIA |
| MICROSEMI CORP. - POWER PRODUCTS GROUP | | 01/15/2016 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | MORGAN STANLEY SENIOR FUNDING, INC. |
| Street Address: | 1585 BROADWAY |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10036 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 63

| Property Type | Number | Word Mark |
|-----------------------------|---------|-------------|
| Registration Number: | 1534019 | |
| Registration Number: | 1753737 | APT |
| Registration Number: | 2166537 | POWER MOS V |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 2296881 | THUNDERBOLT IGBT |
| Registration Number: | 2335792 | MICROSEMI |
| Registration Number: | 2552196 | POWER MOS 7 |
| Registration Number: | 2552197 | POWER MOS VI |
| Registration Number: | 2603685 | APT |
| Registration Number: | 2683474 | POWER MOS IV |
| Registration Number: | 2856178 | POWERMITE 3 |
| Registration Number: | 2962199 | T-MAX |
| Registration Number: | 3177332 | MMSM |
| Registration Number: | 3398209 | POWER MOS 8 |
| Registration Number: | 3400428 | |
| Registration Number: | 2079692 | PLASTIC PLUS |
| Registration Number: | 2832336 | LEGERITY |
| Registration Number: | 2716190 | LEGERITY |
| Registration Number: | 2847825 | |
| Registration Number: | 4238322 | TIMEPOD |
| Registration Number: | 2249503 | EXACTIME |
| Registration Number: | 3947383 | PACKETIME |
| Registration Number: | 2274671 | SYMMETRICOM |
| Registration Number: | 3134865 | SYMMETRICOM |
| Registration Number: | 3301639 | SYMMETRICOM |
| Registration Number: | 2657378 | SYNCSERVER |
| Registration Number: | 4322813 | SYNCWORLD |
| Registration Number: | 2875264 | TIMECESIUM |
| Registration Number: | 3628822 | TIMECREATOR |
| Registration Number: | 2879921 | TIMEHUB |
| Registration Number: | 2687410 | TIMEPICTRA |
| Registration Number: | 2919351 | TIMEPROVIDER |
| Registration Number: | 1769839 | TRUETIME |
| Registration Number: | 2402677 | TIMESOURCE |
| Registration Number: | 2398180 | BESTIME |
| Registration Number: | 4616039 | MICROSEMI |
| Registration Number: | 4339595 | MICROSEMI |
| Registration Number: | 3816100 | VT SILICON |
| Registration Number: | 4262750 | SUPERDIVIDER |
| Registration Number: | 1959483 | VITESSE |
| Registration Number: | 3004768 | ACTIPHY |
| Registration Number: | 3814987 | VSCOPE |

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 4849229 | QUANTUM |
| Registration Number: | 3940357 | DAZL! |
| Registration Number: | 4238027 | ARMOR |
| Registration Number: | 3711187 | ACTEL |
| Registration Number: | 1778715 | ACTEL |
| Registration Number: | 3325752 | ACTEL FUSION |
| Registration Number: | 3994943 | ALL CLEAR |
| Registration Number: | 3804265 | ANALOG TO DIGITAL, CUSTOM TO STANDARD... |
| Registration Number: | 2824875 | F |
| Registration Number: | 3381505 | F FUSION |
| Registration Number: | 4804750 | I2MOS |
| Registration Number: | 3369085 | IGLOO |
| Registration Number: | 2650743 | LIBERO |
| Registration Number: | 2808307 | PROASIC |
| Registration Number: | 2808306 | PROASIC PLUS |
| Registration Number: | 2839980 | PROASIC PLUS |
| Registration Number: | 3832805 | SMARTFUSION |
| Registration Number: | 4339143 | TRRUST-PURGE |
| Registration Number: | 4238276 | TRRUST-STOR |
| Serial Number: | 86700038 | ASURRE-STOR |
| Serial Number: | 86538225 | EDGEASSURE |
| Serial Number: | 86505117 | VITESSE |

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARK LANGER

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 35613/102 |
| NAME OF SUBMITTER: | MARK LANGER |
| SIGNATURE: | /MARK LANGER/ |
| DATE SIGNED: | 02/03/2016 |

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 15, 2016 (“Trademark Security Agreement”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), is in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (in such capacity, the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated as of January 15, 2016 (the “Guarantee and Collateral Agreement”) in favor of the Assignee and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, the “Administrative Agent”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent

severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Assignee pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

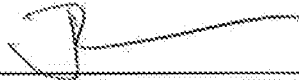
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.


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IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

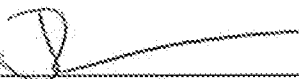
MICROSEMI CORPORATION

By: 
Name: John W. Hohener
Title: Executive Vice President, Chief
Financial Officer, Treasurer and Secretary

**MICROSEMI SEMICONDUCTOR
(U.S.) INC. (f/k/a LEGERITY, INC. and
ZARLINK SEMICONDUCTOR (U.S.)
INC.)**

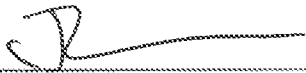
By: 
Name: John W. Hohener
Title: Chief Financial Officer and
Corporate Secretary

**MICROSEMI FREQUENCY AND
TIME CORPORATION (f/k/a
SYMMETRICOM, INC.)**

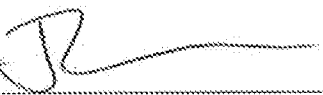
By: 
Name: John W. Hohener
Title: Secretary

[Signature page to Trademark Security Agreement]

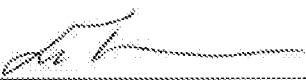
**MICROSEMI CORP. - ANALOG
MIXED SIGNAL GROUP (f/k/a
LINFINITY MICROELECTRONICS
INC.)**

By: 
Name: John W. Hohener
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

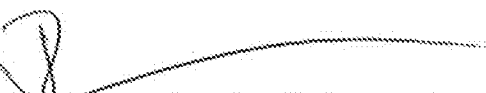
**MICROSEMI COMMUNICATIONS,
INC.**

By: 
Name: John W. Hohener
Title: Chief Financial Officer and Secretary

**MICROSEMI SOC CORP. (f/k/a ACTEL
CORPORATION)**

By: 
Name: Esam Elashmawi
Title: President, Chief Financial Officer
and Secretary

**MICROSEMI CORP. - POWER
PRODUCTS GROUP**

By: 
Name: John W. Hohener
Title: Chief Financial Officer and Secretary

[Signature page to Trademark Security Agreement]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., as Assignee

By:

Name: Jonathon Rauen

Title: Authorized Signatory

A handwritten signature in black ink, appearing to read "Jonathon Rauen", is written over a horizontal dotted line. The signature is stylized and cursive.

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005723 FRAME: 0952

TRADEMARKS

Registered US Trademarks:

| | Registered Owner¹ | Trademark | Registration Number | Registration Date |
|-----|--|------------------------------------|----------------------------|--------------------------|
| 1. | Microsemi Corporation | THUNDERBOLT (DESIGN ONLY) | 1534019 | 04/11/89 |
| 2. | Microsemi Corporation | APT | 1753737 | 02/23/93 |
| 3. | Microsemi Corporation | POWER MOS V | 2166537 | 06/16/98 |
| 4. | Microsemi Corporation | THUNDERBOLT IGBT | 2296881 | 11/30/99 |
| 5. | Microsemi Corporation | MICROSEMI | 2335792 | 03/28/00 |
| 6. | Microsemi Corporation | POWER MOS 7 | 2552196 | 03/26/02 |
| 7. | Microsemi Corporation | POWER MOS VI | 2552197 | 03/26/02 |
| 8. | Microsemi Corporation | APT | 2603685 | 08/06/02 |
| 9. | Microsemi Corporation | POWER MOS IV | 2683474 | 02/04/03 |
| 10. | Microsemi Corporation | POWERMITE 3 | 2856178 | 06/22/04 |
| 11. | Microsemi Corporation | T-MAX | 2962199 | 06/14/05 |
| 12. | Microsemi Corporation | MMISM | 3177332 | 11/28/06 |
| 13. | Microsemi Corporation | POWER MOS 8 | 3398209 | 03/18/08 |
| 14. | Microsemi Corporation | Microsemi Oval DESIGN ONLY | 3400428 | 03/25/08 |
| 15. | Microsemi Corporation | PLASTIC PLUS | 2079692 | 07/15/97 |
| 16. | Microsemi Semiconductor (U.S.) Inc. | LEGERTY | 2832336 | 4/13/2004 |
| 17. | Microsemi Semiconductor (U.S.) Inc. | LEGERTY (design logo) | 2716190 | 5/13/2003 |
| 18. | Microsemi Semiconductor (U.S.) Inc. | LEGERTY (combined word and design) | 2847825 | 6/1/2004 |
| 19. | Microsemi Frequency and Time Corporation | TIMEPOD | 4238322 | 11/6/2012 |

¹ Legerty, Inc. and Zarlink Semiconductor (U.S.) Inc. are former names of Microsemi Semiconductor (U.S.) Inc.; Linfinity Microelectronics Inc. is the former name of Microsemi Corp. - Analog Mixed Signal Group.; Actel Corporation is the former name of Microsemi SoC Corp.; Symmetricom, Inc. is the former name of Microsemi Frequency and Time Corporation.

| | Registered Owner¹ | Trademark | Registration Number | Registration Date |
|-----|--|---------------------------------------|----------------------------|--------------------------|
| 20. | Microsemi Frequency and Time Corporation | EXACTIME | 2249503 | 6/1/1999 |
| 21. | Microsemi Frequency and Time Corporation | PACKETIME | 3947383 | 4/19/2011 |
| 22. | Microsemi Frequency and Time Corporation | SYMMETRICOM | 2274671 | 8/31/1999 |
| 23. | Microsemi Frequency and Time Corporation | SYMMETRICOM | 3134865 | 8/29/2006 |
| 24. | Microsemi Frequency and Time Corporation | SYMMETRICOM & Design (Black/White) | 3301639 | 10/2/2007 |
| 25. | Microsemi Frequency and Time Corporation | SYNCSERVER | 2657378 | 12/3/2002 |
| 26. | Microsemi Frequency and Time Corporation | SYNCWORLD | 4322813 | 4/23/2013 |
| 27. | Microsemi Frequency and Time Corporation | TMECESIUM | 2875264 | 8/17/2004 |
| 28. | Microsemi Frequency and Time Corporation | TMECREATOR | 3628822 | 5/26/2009 |
| 29. | Microsemi Frequency and Time Corporation | TMEHUB | 2879921 | 8/31/2004 |
| 30. | Microsemi Frequency and Time Corporation | TMEPICTRA | 2687410 | 2/11/2003 |
| 31. | Microsemi Frequency and Time Corporation | TMEPROVIDER | 2919351 | 1/18/2005 |
| 32. | Microsemi Frequency and Time Corporation | TRUETIME | 1769839 | 5/11/1993 |
| 33. | Microsemi Frequency and Time Corporation | TIMESOURCE | 2402677 | 11/7/2000 |
| 34. | Microsemi Frequency and Time Corporation | BESTIME | 2398180 | 10/24/2000 |
| 35. | Microsemi Corporation | MICROSEMI | 4616039 | 10/7/2014 |
| 36. | Microsemi Corporation | MICROSEMI (name and design) | 4339595 | 5/21/2013 |
| 37. | Microsemi Corporation | VT SILICON | 3816100 | 7/13/2010 |
| 38. | Microsemi Corporation | SUPERDIVIDER | 4262750 | 12/18/2012 |
| 39. | Microsemi Communications, Inc. | VITESSE | 1959483 | 3/5/1996 |
| 40. | Microsemi Communications, Inc. | ACTIPHY | 3004768 | 10/4/2005 |
| 41. | Microsemi Communications, Inc. | VSCOPE | 3814987 | 7/6/2010 |
| 42. | Microsemi Corporation | QUANTUM | 4849229 | 11/10/2015 |
| 43. | Microsemi Corporation | DAZL! | 3940357 | 4/5/2011 |
| 44. | Microsemi Corporation | ARMOR | 4238027 | 11/6/2012 |
| 45. | Microsemi SoC Corp. | ACTEL | 3711187 | 11/17/2009 |
| 46. | Microsemi SoC Corp. | ACTEL and Design | 1778715 | 06/29/1993 |
| 47. | Microsemi SoC Corp. | ACTEL FUSION | 3325752 | 10/30/2007 |
| 48. | Microsemi Corporation | ALL CLEAR | 3994943 | 07/12/2011 |

| | Registered Owner¹ | Trademark | Registration Number | Registration Date |
|-----|-------------------------------------|---|----------------------------|--------------------------|
| 49. | Microsemi Corporation | ANALOG TO DIGITAL, CUSTOM TO STANDARD... STRIKING THE BALANCE | 3804265 | 06/15/2010 |
| 50. | Microsemi SoC Corp. | F KEY LOCK (Design) | 2824875 | 03/23/2004 |
| 51. | Microsemi SoC Corp. | FUSION (Design) | 3381505 | 02/12/2009 |
| 52. | Microsemi Corporation | I2MOS | 4804750 | 09/01/2015 |
| 53. | Microsemi SoC Corp. | IGLOO | 3369085 | 01/15/2008 |
| 54. | Microsemi SoC Corp. | LIBERO | 2650743 | 11/12/2002 |
| 55. | Microsemi Corporation | POWERMITE 3 | 2856178 | 06/22/2004 |
| 56. | Microsemi SoC Corp. | PROASIC | 2808307 | 01/27/2004 |
| 57. | Microsemi SoC Corp. | PROASIC PLUS | 2808306 | 01/27/2004 |
| 58. | Microsemi SoC Corp. | Proasic Plus Design | 2839980 | 05/11/2004 |
| 59. | Microsemi SoC Corp. | SMARTFUSION | 3832805 | 08/10/2010 |
| 60. | Microsemi Corporation | TRRUST-PURGE | 4339143 | 05/21/2013 |
| 61. | Microsemi Corporation | TRRUST-STOR | 4238276 | 11/06/2012 |

US Trademark Applications:

| | Registered Owner | Trademark | Application Number | Filing Date |
|----|--------------------------------|------------------|---------------------------|--------------------|
| 1. | Microsemi Corporation | ASSURE-STOR | 86/700,038 | 07/24/2015 |
| 2. | Microsemi Corporation | EDGASSURE | 86/538,225 | 02/18/2015 |
| 3. | Microsemi Communications, Inc. | VITESSE | 86/505,117 | 01/15/2015 |