# OP \$765.00 358053

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM372940

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	1

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AVAGO TECHNOLOGIES GENERAL IP (SINGAPORE) PTE. LTD.		02/01/2016	CORPORATION: SINGAPORE

# **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N Tryon St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 30**

PROPERTY NUMBERS	Number	Word Mark		
Property Type	Number	word wark		
Registration Number:	3580533	AVAGO TECHNOLOGIES		
Registration Number:	3628841	AVAGO TECHNOLOGIES		
Registration Number:	3701948	MOONSTONE		
Registration Number:	3448159	A		
Registration Number:	3567537	COOLPAM		
Registration Number:	4023144	R2COUPLER		
Registration Number:	4156901	CYOPTICS		
Registration Number:	4117189	EXPRESSFABRIC		
Registration Number:	4028846	THUNDERHUB		
Registration Number:	3560631	USB DUET		
Registration Number:	3547508	LSI		
Registration Number:	3908308	LSI		
Registration Number:	3488039	MEGARAID		
Registration Number:	3923580	DIMMER SWITCH		
Registration Number:	3735389	STORSAVE		
Registration Number:	2493442	3DM		
Registration Number:	2247214	3WARE		
		TRADEMARK		

TRADEMARK

REEL: 005729 FRAME: 0745

900353946

Property Type	Number	Word Mark
Registration Number:	3242765	STORSWITCH
Registration Number:	3933597	3DM2
Registration Number:	4071362	CACHECADE
Registration Number:	4319614	LSI
Registration Number:	4267238	CACHECADE
Registration Number:	4257708	CACHEVAULT
Registration Number:	4404748	SYNCRO
Registration Number:	2188416	GIGABLAZE
Registration Number:	1160761	EMULEX
Registration Number:	1261502	EXE EMULEX
Registration Number:	2078482	LIGHTPULSE
Registration Number:	4045809	ONECONNECT
Registration Number:	4045810	ONECOMMAND

### **CORRESPONDENCE DATA**

**Fax Number:** 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1:650 Town Center Drive, Suite 2000Address Line 4:Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	040981-0094
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	02/11/2016

### **Total Attachments: 7**

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### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 1, 2016 (this "<u>Agreement</u>"), among AVAGO TECHNOLOGIES GENERAL IP (SINGAPORE) PTE. LTD. (the "<u>Grantor</u>") and Bank of America, N.A., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of February 1, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Avago Technologies Cayman Holdings Ltd., an exempted company incorporated with limited liability in the Cayman Islands ("Holdings"), Avago Technologies Cayman Finance Limited, an exempted company incorporated with limited liability in the Cayman Islands (the "Borrower"), BC Luxembourg S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated and existing under the laws of Grand Duchy of Luxembourg, having its registered office at 17 Boulevard Royal, L-2449, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B201613 and with a share capital of US \$20,000 (the "Luxco Borrower"), the Lenders party thereto and Bank of America, N.A., as Collateral Agent and (b) the Collateral Agreement dated as of February 1, 2016 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower Parties subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower Parties and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Intellectual Property Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Intellectual Property Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the "Trademark Collateral"); provided that notwithstanding anything to the contrary contained in the foregoing clause, the security interest created hereby shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Assets.

SECTION 3. <u>Intellectual Property Collateral Agreement</u>. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Intellectual Property Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Intellectual Property Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Intellectual Property Collateral Agreement, the terms of the Intellectual Property Collateral Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AVAGO TECHNOLOGIES GENERAL IP (SINGAPORE) PTE. LTD.

SINGAL ORE, LIE

Name: Anthony E. Maslowski

Title: Attorney

[Signature Page to Trademark Security Agreement]

BANK OF AMERICA, N.A., as Collateral Agent

Name:

Title:

Anthea Del Bianco Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

Schedule I

# $\underline{Trademarks}$

COUNTRY	MARK NAME	APP NO.	REGISTRATION NUMBER	OWNER
United States of America	Avago Technologies (in color)	78738535	3580533	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	Avago Technologies	78738533	3628841	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	Moonstone	77057667	3701948	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	Α	77229703	3448159	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	CoolPAM	77505649	3567537	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	R2Coupler	77645227	4023144	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	Cyoptics	85383078	4156901	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	ExpressFabric	85239316	4117189	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	ThunderHub	85254445	4028846	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	USB Duet	77486974	3560631	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	LSI and Spark logo	77145622	3547508	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	LSI	77221471	3908308	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	MegaRAID	77370557	3488039	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	Dimmer Switch	77518910	3923580	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	StorSave	78966243	3735389	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	3DM	75852952	2493442	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	3ware	75347028	2247214	Avago Technologies General IP (Singapore)

				Pte. Ltd.
United States of America	StorSwitch	76533796	3242765	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	3DM2	77937933	3933597	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	CacheCade	85020236	4071362	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	LSI	85440576	4319614	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	CacheCade	85556625	4267238	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	CacheVault	85626016	4257708	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	Syncro	85769328	4404748	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	GigaBlaze	75210879	2188416	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	EMULEX	73239674	1160761	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	EMULEX & STYLIZED EXE DESIGN	73239675	1261502	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	LIGHTPULSE	75004410	2078482	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	ONECONNECT	77672861	4045809	Avago Technologies General IP (Singapore) Pte. Ltd.
United States of America	ONECOMMAND	77672875	4045810	Avago Technologies General IP (Singapore) Pte. Ltd.

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**RECORDED: 02/11/2016**