

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM379603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		04/04/2016	Bank: DELAWARE
RECEIVING PARTY DATA			
Name:	Atmel Corporation		
Street Address:	1600 Technology Drive		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 71			
Property Type	Number	Word Mark	
Registration Number:	3490842	ADJACENT KEY SUPPRESSION	
Registration Number:	3684569	AKS	
Registration Number:	3177780	ANTARIS	
Registration Number:	1526686	ATMEL	
Registration Number:	3201939	ATMEL	
Registration Number:	3267940	ATMEL	
Registration Number:	3198885	ATMEL	
Registration Number:	3201937	ATMEL	
Registration Number:	3201938	ATMEL	
Registration Number:	3201941	ATMEL	
Registration Number:	3201942	ATMEL	
Registration Number:	2025438	ATMEL	
Registration Number:	3267939	ATMEL	
Registration Number:	3201943	ATMEL	
Registration Number:	3201940	ATMEL	
Registration Number:	3075678	AVR	
Registration Number:	2166210	AVR	
Registration Number:	2180449	AVR STUDIO	
Registration Number:	2891156	AVRFREAKS	
TRADEMARK			

OP \$1790.00 3490842

Property Type	Number	Word Mark
Registration Number:	2966193	AVRFREAKS
Registration Number:	2601053	CACHE LOGIC
Registration Number:	3669994	CAP
Registration Number:	2625572	CRYPTOMEMORY
Registration Number:	2944831	CRYPTORF
Registration Number:	4254377	ENABLING UNLIMITED POSSIBILITIES
Registration Number:	4254378	ENABLING UNLIMITED POSSIBILITIES
Registration Number:	4013529	ENABLING UNLIMITED POSSIBILITIES
Registration Number:	4096763	ENABLING UNLIMITED POSSIBILITIES
Registration Number:	3060008	EVERYWHERE YOU ARE
Registration Number:	3119203	EVERYWHERE YOU ARE
Registration Number:	2932804	EVERYWHERE YOU ARE
Registration Number:	2742306	FPSLIC
Registration Number:	2764526	FPSLIC
Registration Number:	1648039	IDIC
Registration Number:	2900141	LOGIC DOUBLING
Registration Number:	3981998	MAXTOUCH
Registration Number:	3838858	MAXTOUCH
Registration Number:	4272527	MAXTOUCH
Registration Number:	4261667	MAXTOUCH
Registration Number:	3920445	MAXTOUCH
Registration Number:	2952402	MEGA AVR
Registration Number:	2875390	MEGA AVR
Registration Number:	2296708	MEGA AVR
Registration Number:	4190888	OZMO
Registration Number:	4142876	OZMO DEVICES
Registration Number:	4146894	OZMO DEVICES
Registration Number:	3652058	OZMO DEVICES
Registration Number:	3578043	PHILIPP SPRING
Registration Number:	3651724	PICOPOWER
Registration Number:	2583686	PROCHIP DESIGNER
Registration Number:	3713468	QPROX
Registration Number:	3552073	QSLIDE
Registration Number:	3552071	QTOUCH
Registration Number:	3901123	QTWO
Registration Number:	2219439	QUICK CHANGE
Registration Number:	3552072	QWHEEL
Registration Number:	3330658	SAM-BA

Property Type	Number	Word Mark
Registration Number:	3330659	SAM-BA
Registration Number:	2875391	STK
Registration Number:	2872181	TINYAVR
Registration Number:	4027172	TWO TOUCH
Registration Number:	3807495	XMEGA
Registration Number:	4373777	XSENSE
Serial Number:	77200459	QT
Serial Number:	85494774	MAXCHARGER
Serial Number:	85613002	MAXFUSION
Serial Number:	85458064	MAXSTYLUS
Serial Number:	85458074	MAXSTYLUS
Serial Number:	85458081	MAXSTYLUS
Serial Number:	85458084	MAXSTYLUS
Serial Number:	85484619	XSENSE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F162302
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	04/06/2016

Total Attachments: 11

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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 April 4, 2016, is executed by MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent for the Secured Parties (in such capacity, the “Administrative Agent”), in favor of ATMEL CORPORATION, a Delaware corporation (the “Grantor”). 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 Trademark Security Agreement (defined below).

RECITALS

A. Pursuant to (i) the Trademark Security Agreement, dated as of December 6, 2013 (the “First Trademark Security Agreement”), executed by the Grantor in favor of the Administrative Agent and (ii) the Guarantee and Collateral Agreement, dated as of December 6, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the subsidiary guarantors party thereto and the Administrative Agent, the Grantor granted to the Administrative Agent a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether then-owned or existing or thereafter acquired or arising (collectively, the “First Trademark Collateral”, but, for the avoidance of doubt, excluding all Excluded Assets (as defined in the Security Agreement)):

a. each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

b. each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

c. all proceeds of and revenue 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 or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

provided that the Trademark Collateral shall not include any U.S. intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or

enforceability of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law.

B. The First Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 16, 2013 at Reel/Frame 5215/0586 to evidence the security interest granted under the First Trademark Security Agreement.

C. Pursuant to (i) the Trademark Security Agreement, dated as of May 13, 2015 (the “Second Trademark Security Agreement”), executed by the Grantor in favor of the Administrative Agent and (ii) the Security Agreement, the Grantor granted to the Administrative Agent a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether then-owned or existing or thereafter acquired or arising (collectively, the “Second Trademark Collateral” but, for the avoidance of doubt, excluding all Excluded Assets (as defined in the Security Agreement)):

a. each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

b. each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

c. all proceeds of and revenue 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 or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 2 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 2 hereto), or for injury to the goodwill associated with any of the foregoing;

provided that the Trademark Collateral shall not include any U.S. intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law.

D. The Second Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 16, 2015 at Reel/Frame 5553/0202 to evidence the security interest granted under the Second Trademark Security Agreement.

E. Pursuant to (i) the Trademark Security Agreement, dated as of November 12, 2015 (the “Third Trademark Security Agreement”), executed by the Grantor in favor of the

Administrative Agent and (ii) the Security Agreement, the Grantor granted to the Administrative Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether then-owned or existing or thereafter acquired or arising (collectively, the "Third Trademark Collateral", but, for the avoidance of doubt, excluding all Excluded Assets (as defined in the Security Agreement)):

a. each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 3 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

b. each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 3 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

c. all proceeds of and revenue 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 or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 3 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 3 hereto), or for injury to the goodwill associated with any of the foregoing;

provided that the Trademark Collateral shall not include any U.S. intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law.

F. The Third Trademark Security Agreement was not recorded with the Trademark Division of the United States Patent and Trademark.

G. The Administrative Agent agrees to terminate and release its security interest in the First Trademark Collateral, the Second Trademark Collateral and the Third 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. The Administrative 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 First Trademark Security Agreement, the Second Trademark Security Agreement and the Third Trademark Security Agreement and (ii)

expressly discharges, relinquishes, terminates and releases all of the Administrative Agent's right, title and interest in, to and under the Trademark Collateral, including, without limitation, the trademarks, trademark applications and/or trademark licenses set forth in Schedule 1, Schedule 2 and Schedule 3 hereto. Any such right, title and interest of the Administrative Agent in, to or under the Trademark Collateral, if any, shall hereby terminate, cease and become void.

2. Recordation. If necessary or desired, the Administrative Agent hereby authorizes the Grantor (or the Grantor's 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 the Administrative 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.

[Signature Page Follows]

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

**MORGAN STANLEY SENIOR
FUNDING, INC., as Administrative Agent**

By: 

Name: STEPHEN B. KING

Title: VP

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

U.S. TRADEMARK REGISTRATIONS

	Trademark	Reg. No.	Class(es)	Reg. Date	Owner
1	ADJACENT KEY SUPPRESSION	3,490,842	09	19-Aug-08	Atmel Corp.
2	AKS	3,684,569	09	15-Sep-09	Atmel Corp.
3	ANTARIS	3,177,780	09	28-Nov-06	Atmel Corp.
4	ATMEL	1,526,686	09	28-Feb-89	Atmel Corp.
5	ATMEL	3,201,939	40	23-Jan-07	Atmel Corp.
6	ATMEL	3,267,940	09	24-Jul-07	Atmel Corp.
7	ATMEL	3,198,885	41	16-Jan-07	Atmel Corp.
8	ATMEL	3,201,937	42	23-Jan-07	Atmel Corp.
9	ATMEL	3,201,938	16	23-Jan-07	Atmel Corp.
10	ATMEL (Stylized)	3,201,941	16	23-Jan-07	Atmel Corp.
11	ATMEL (Stylized)	3,201,942	40	23-Jan-07	Atmel Corp.
12	ATMEL (Stylized)	2,025,438	09	24-Dec-96	Atmel Corp.
13	ATMEL (Stylized)	3,267,939	09	24-Jul-07	Atmel Corp.
14	ATMEL (Stylized)	3,201,943	41	23-Jan-07	Atmel Corp.
15	ATMEL (Stylized)	3,201,940	42	23-Jan-07	Atmel Corp.
16	AVR	3,075,678	09; 16; 41; 42	04-Apr-06	Atmel Corp.
17	AVR (Stylized)	2,166,210	09	16-Jun-98	Atmel Corp.
18	AVR STUDIO	2,180,449	09	11-Aug-98	Atmel Corp.
19	AVRFREAKS	2,891,156	42	05-Oct-04	Atmel Corp.
20	AVRFREAKS (Stylized)	2,966,193	42	12-Jul-05	Atmel Corp.
21	BITCLOUD	3,728,677	09	22-Dec-09	Atmel Corp.
22	CACHE LOGIC	2,601,053	09	30-Jul-02	Atmel Corp.
23	CAP	3,669,994	09	18-Aug-09	Atmel Corp.
24	CRYPTOMEMORY	2,625,572	09	24-Sep-02	Atmel Corp.
25	CRYPTORF	2,944,831	09	26-Apr-05	Atmel Corp.

26	ENABLING UNLIMITED POSSIBILITIES	4,254,377	09	04-Dec-12	Atmel Corp.
27	ENABLING UNLIMITED POSSIBILITIES	4,254,378	40	04-Dec-12	Atmel Corp.
28	ENABLING UNLIMITED POSSIBILITIES	4,013,529	41	16-Aug-11	Atmel Corp.
29	ENABLING UNLIMITED POSSIBILITIES	4,096,763	42	07-Feb-12	Atmel Corp.
30	EVERYWHERE YOU ARE	3,060,008	42	21-Feb-06	Atmel Corp.
31	EVERYWHERE YOU ARE	3,119,203	09	25-Jul-06	Atmel Corp.
32	EVERYWHERE YOU ARE	2,932,804	42	15-Mar-05	Atmel Corp.
33	FPSLIC	2,742,306	09	29-Jul-03	Atmel Corp.
34	FPSLIC (Stylized)	2,764,526	09	16-Sep-03	Atmel Corp.
35	IDIC	1,648,039	09	18-Jun-91	Atmel Corp.
36	LOGIC DOUBLING	2,900,141	09	02-Nov-04	Atmel Corp.
37	MAXTOUCH	3,981,998	09	21-Jun-11	Atmel Corp.
38	MAXTOUCH	3,838,858	41	24-Aug-10	Atmel Corp.
39	MAXTOUCH	4,272,527	42	08-Jan-13	Atmel Corp.
40	MAXTOUCH	4,261,667	42	18-Dec-12	Atmel Corp.
41	MAXTOUCH	3,920,445	16	15-Feb-11	Atmel Corp.
42	MEGA AVR	2,952,402	09	17-May-05	Atmel Corp.
43	MEGA AVR	2,875,390	09	17-Aug-04	Atmel Corp.
44	MEGA AVR (Stylized)	2,296,708	09	30-Nov-99	Atmel Corp.
45	OZMO	4,190,888	09	14-Aug-12	Atmel Corp.
46	OZMO DEVICES	4,142,876	09	15-May-12	Atmel Corp.
47	OZMO DEVICES	4,146,894	41	22-May-12	Atmel Corp.
48	OZMO DEVICES	3,652,058	42	07-Jul-09	Atmel Corp.
49	PHILIPP SPRING	3,578,043	06; 07; 09	17-Feb-09	Atmel Corp.
50	PICOPOWER	3,651,724	09	07-Jul-09	Atmel Corp.
51	PROCHIP DESIGNER	2,583,686	09	18-Jun-02	Atmel Corp.

52	QPROX	3,713,468	09	17-Nov-09	Atmel Corp.
53	QSLIDE	3,552,073	09	23-Dec-08	Atmel Corp.
54	QTOUCH	3,552,071	09	23-Dec-08	Atmel Corp.
55	QTWO	3,901,123	09	04-Jan-11	Atmel Corp.
56	QUICK CHANGE	2,219,439	09	19-Jan-99	Atmel Corp.
57	QWHEEL	3,552,072	09	23-Dec-08	Atmel Corp.
58	SAM-BA	3,330,658	09	06-Nov-07	Atmel Corp.
59	SAM-BA	3,330,659	16	06-Nov-07	Atmel Corp.
60	STK	2,875,391	09	17-Aug-04	Atmel Corp.
61	TINYAVR	2,872,181	09	10-Aug-04	Atmel Corp.
62	TWO TOUCH	4,027,172	09	13-Sep-11	Atmel Corp.
63	XMEGA	3,807,495	09	22-Jun-10	Atmel Corp.
64	XSENSE	4,373,777	17	23-Jul-13	Atmel Corp.
65	ZIGBIT	3,661,078	09	28-Jul-09	Atmel Corp.

U.S. TRADEMARK APPLICATIONS

Trademark	Class	App'n No.	Filing Date	Owner
QT	09	77200459	07-Jun-07	Atmel Corp
MAXCHARGER	09	85494774	14-Dec-11	Atmel Corp
MAXFUSION	09; 42	85613002	01-May-12	Atmel Corp
MAXSTYLUS	09	85458064	27-Oct-11	Atmel Corp
MAXSTYLUS	40	85458074	27-Oct-11	Atmel Corp
MAXSTYLUS	41	85458081	27-Oct-11	Atmel Corp
MAXSTYLUS	42	85458084	27-Oct-11	Atmel Corp
XSENSE	21	85484619	01-Dec-11	Atmel Corp

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

U.S. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	FILING DATE	OWNER
Atmel (New Logo) 	86541478	2/20/2015	Atmel Corporation

**SCHEDULE 3
TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

U.S. TRADEMARK APPLICATIONS

Trademark	Country	Class	Appl. No.	Filing Date	Owner
AMTEL (Logo) (New)	Canada	G1, S1	1722605	7-Apr-15	Amtel Corporation
AMTEL ENABLING UNLIMITED POSSIBILITIES	China	9		30-Jun-15	Amtel Corporation
AMTEL (Logo) (New)	Taiwan	9,37,42	104048575	18-Aug-15	Amtel Corporation