

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM379605

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:	Newport Media, Inc.		
Street Address:	1 Spectrum Pointe Drive		
City:	Lake Forest		
State/Country:	CALIFORNIA		
Postal Code:	92630		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3475834	NMI	
Registration Number:	3255181	NEWPORT MEDIA	
Registration Number:	4175033	NMI	
Registration Number:	3408056	MOBIZAP	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	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: 4			

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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 NEWPORT MEDIA, INC., a California 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 September 2, 2014 (the "Trademark Security Agreement"), executed by the Grantor in favor of the Administrative Agent and (ii) the Security Agreement Supplement, dated as of September 2, 2014 (the "Security Agreement Supplement"), executed by the Grantor in favor of the Administrative Agent, whereby the Grantor became a party to the Guarantee and Collateral Agreement dated as of December 6, 2013 (as supplemented by the Security Agreement Supplement and as the same may be further amended, amended and restated, supplemented or modified from time to time, the "Security Agreement") among Atmel Corporation, 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 "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 Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on September 5, 2014 at Reel/Frame 5357/0485 to evidence the security interest granted under the Trademark Security Agreement.

C. The Administrative Agent agrees to terminate and release its security interest in 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 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 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. Kline

Title: VP

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

U.S. TRADEMARK REGISTRATIONS

	Trademark	Reg No.	Reg. Date
1	NMI (stylized and/or with design)	3,475,834	29-Jul-2008
2	NEWPORT MEDIA	3,255,181	26-Jun-2007
3	NMI (stylized and/or with design)	4,175,033	17-Jul-2012
4	MOBIZAP	3,408,056	8-Apr-2008