

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM382929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		05/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MICROSEMI CORPORATION		
Street Address:	ONE ENTERPRISE		
City:	ALISO VIEJO		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	Corporation: DELAWARE		
Name:	MICROSEMI CORP. - MEMORY AND STORAGE SOLUTIONS		
Street Address:	201 RIVERNECK ROAD		
City:	CHELMSFORD		
State/Country:	MASSACHUSETTS		
Postal Code:	01824		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4238027	ARMOR	
Registration Number:	2079692	PLASTIC PLUS	
Registration Number:	4238276	TRRUST-STOR	
Registration Number:	4339143	TRRUST-PURGE	
Serial Number:	86700038	ASURRE-STOR	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		

CH \$140.00 4238027

Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35613/102
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NAME OF SUBMITTER:	BENJAMIN PETERSEN
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SIGNATURE:	/BENJAMIN PETERSEN/
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DATE SIGNED:	05/03/2016
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Total Attachments: 5

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 2, 2016 (the “Effective Date”), is made by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”), in favor of Microsemi Corporation, a Delaware corporation (“MSCC”), and Microsemi Corp. - Memory and Storage Solutions, an Indiana corporation (“MMSS” and together with MSCC, the “Grantors”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of January 15, 2016, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Grantors granted to the Collateral Agent a security interest in certain collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, MSCC and certain other parties thereto executed and delivered the Trademark Security Agreement dated as of January 15, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 3, 2016 at Reel/Frame 5723/0944;

WHEREAS, the Released Trademark Collateral (as hereinafter defined), was subsequently assigned by MSCC to MMSS pursuant to that certain Registered IP Assignment Agreement dated as of April 25, 2016;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Guarantee and Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in the trademark registrations and trademark applications set forth on Schedule A attached hereto and all Proceeds of the foregoing, arising under the Guarantee and Collateral Agreement and the Trademark Security Agreement (the “Released Trademark Collateral”). If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement solely with respect to the Released Trademark Collateral. The Trademark Security Agreement shall remain in full force and effect as to all other Trademark Collateral except as expressly set forth herein and the Collateral Agent hereby confirms its lien on and security interest in all right, title and interest in and to such other Trademark Collateral pledged to it under the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments),

reasonably requested by each Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**MORGAN STANLEY SENIOR FUNDING,
INC., acting in its capacity as Collateral Agent
for the Secured Parties**

By: 

Name: STEPHEN B. KING

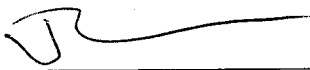
Title: VP

Trademark Release


**TRADEMARK
REEL: 005784 FRAME: 0377**

Agreed and Acknowledged by:

MICROSEMI CORPORATION

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

MICROSEMI CORP. - MEMORY AND STORAGE SOLUTIONS

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

Trademark Release

SCHEDULE A

	Assignee	Trademark	Serial No.	Reg. No.
1.	Microsemi Corporation	ARMOR	77818811	4238027
2.	Microsemi Corporation	PLASTIC PLUS	74629083	2079692
3.	Microsemi Corporation	TRRUST-STOR	85206146	4238276
4.	Microsemi Corporation	TRRUST-PURGE	85206155	4339143
5.	Microsemi Corporation	ASSURE-STORE	86700038	N/A