

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Semiconductor Corporation		05/11/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Instruments Incorporated		
Street Address:	12500 TI Boulevard		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75243-4136		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3056090	POWERWISE	
CORRESPONDENCE DATA			
Fax Number:	9726649606		
<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:	972-664-9558		
Email:	trademarkcounsel@list.ti.com		
Correspondent Name:	Stephen Levine		
Address Line 1:	PO Box 655474, MS3999		
Address Line 4:	Dallas, TEXAS 75265		
NAME OF SUBMITTER:	Stephen L. Levine		
SIGNATURE:	/stephen l. levine/		
DATE SIGNED:	05/16/2016		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Agreement") dated May 11, 2012, is entered into by and between National Semiconductor Corporation, a Delaware corporation ("Seller"), and Texas Instruments Incorporated, a Delaware corporation ("Purchaser"), and is being delivered pursuant to that certain Asset Purchase Agreement, dated May 11, 2012, by and between Seller and Purchaser (the "Purchase Agreement"). All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Purchase Agreement.

FOR GOOD AND VALUABLE CONSIDERATION as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the date hereof:

1. Transfer. Seller hereby transfers, assigns, conveys and delivers to Purchaser all of the right, title and interest that Seller possesses in and to the Intellectual Property set forth on Exhibit A attached hereto, free and clear of any and all Liens other than Permitted Liens, including the goodwill of the business symbolized thereby and associated therewith, and all registrations and all applications to register the Intellectual Property and registrations of and renewals and extensions of the foregoing, for Purchaser's own use and enjoyment, and for the use and enjoyment of Purchaser's successors and assigns, together with the right to sue for damages and payments for claims of past, present or future infringement or other unauthorized use of the Intellectual Property, if any, and collect the same for Purchaser's own use and enjoyment and for the use and enjoyment of Purchaser's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller, if this assignment and sale had not been made, together with all income, royalties or payments due or payable to Seller as of the date of this Agreement or that become due or payable in respect of the Intellectual Property thereafter (together with the Intellectual Property, the "Purchased Assets"). Purchaser hereby accepts and acquires from Seller such Purchased Assets.

2. Assumed Liabilities. Purchaser hereby assumes and will in due course pay and fully satisfy all of the Assumed Liabilities.

3. Recordation. Seller authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar governmental authority to record Purchaser as the assignee and owner of the Purchased Assets, and issue any and all registrations thereon to Purchaser, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

4. Limitations: Inconsistencies with Agreement. This Agreement is subject to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

5. Further Assurances. Subject to the limitations herein, including without limitation, those stated in this Section 5, if Seller or Purchaser shall consider or be advised that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm ownership (of record or otherwise) in Purchaser (or its designee), its right, title or interest in, to or under any or all of the Purchased Assets, then Seller or Purchaser, as the case may be, shall execute and deliver all deeds, bills of sale, instruments of conveyance, assignments and assurances and take and do all such other actions and things as may be reasonably requested by Seller or Purchaser, as the case may be, in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Purchaser.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same agreement. Any such counterpart that may be delivered by facsimile, email or similar electronic transmission (including by way of Adobe Portable Document Format) shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

7. Governing Law. This Agreement shall be governed by the Laws of the State of Delaware, without regard to its principles or rules of conflict of laws.

[SIGNATURE PAGE FOLLOWS]

* * * * *

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed effective as of the date first written above.

TEXAS INSTRUMENTS INCORPORATED

By: 
Frederick Telecky
Senior Vice President & General Patent Counsel

NATIONAL SEMICONDUCTOR CORPORATION

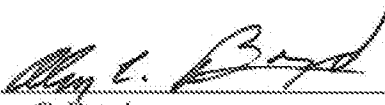
By: 
Alan C. Boyd
Vice President, Chief Financial Officer,
Treasurer and Principal Accounting Officer

EXHIBIT A

Schedule of Trademarks & Trade Names

See attached.

Schedule of Trademarks and Tradenames

EXHIBIT A

MarkName	Country	Application Number	Registration Number
POWERWISE	United States	78/168,283	3,056,090