

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 1 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Micron Technology, Inc.		07/25/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	800 NICOLLET MALL		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87061824	BUILT TO WIN	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212) 455-3925		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Alexander Lebow, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	065664/0002		
NAME OF SUBMITTER:	Alexander Lebow		
SIGNATURE:	/al/		
DATE SIGNED:	08/26/2016		
Total Attachments: 4			
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SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This Supplement No. 1, dated as of July 25, 2016 (this "**Supplement**"), to the Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), dated as of April 26, 2016, is made by MICRON TECHNOLOGY, INC., a Delaware corporation ("**Grantor**") in favor of U.S. Bank National Association, in its capacity as collateral agent (the "**Collateral Agent**") for the Notes Secured Parties (as defined in the Indenture referred to below).

WHEREAS, Grantor and MICRON SEMICONDUCTOR PRODUCTS, INC., an Idaho corporation, have entered into an Indenture, dated as of April 26, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Indenture**"), with the Collateral Agent and U.S. Bank National Association, as trustee.

WHEREAS, as a condition precedent to the Grantor's issuance of the Notes, Grantor has executed and delivered the Indenture and that certain Security Agreement, dated as of April 26, 2016 to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement. Terms defined in the Indenture and not otherwise defined herein or in the Security Agreement are used herein as defined in the Indenture.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Notes Secured Parties, a security interest in, among other property, all Intellectual Property constituting Collateral and has executed the Trademark Security Agreement with respect to Trademarks constituting Material Intellectual Property for recording with the U.S. Patent and Trademark Office.

WHEREAS, pursuant to Section 5.3(c) of the Security Agreement, following the acquisition of an interest in any After-Acquired Material Intellectual Property, the Grantor shall provide written notice to the Collateral Agent identifying the registered or applied-for Patents, Trademarks and/or Copyrights that were not as of the date of the Security Agreement a part of the Material Intellectual Property, including any such After-Acquired Material Intellectual Property, and such notice shall include all such new After-Acquired Material Intellectual Property, and Grantor shall execute and deliver to the Collateral Agent an IP Domestic Security Agreement Supplement covering such Intellectual Property, and record or cause to be recorded such IP Domestic Security Agreement Supplement with the U.S. Patent and Trademark Office, the U.S. Copyright Office and/or any other U.S. governmental authorities necessary to perfect the security interest thereunder in any such Intellectual Property.

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

Section 1. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Notes Secured Parties a security interest in Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising:

(i) each Trademark constituting Material Intellectual Property owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill symbolized by, each such Trademark);

(ii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

(iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing, including, without limitation, all proceeds of any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplement.

Section 3. Grants, Rights and Remedies. This Supplement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Governing Law. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MICRON TECHNOLOGY, INC.

By: _____

Name: *KEN RIZZI*

Title: *TREASURER, VICE PRESIDENT OF FINANCE*

REVIEWED

MTI Legal

MDP

[Signature page to Notes Trademark Security Agreement Supplement]

TRADEMARK
REEL: 005864 FRAME: 0600

Supplemental Trademark Schedule as of July 25, 2016

Mark	Status	Country	Appln. No.	Reg. No.
Ballistix	Filed	Hong Kong - (HK)	303852883	
Built to Win	Registered	United States - (US)	87/061,824	