

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Semtech Corporation		08/05/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Rambus Inc.		
Street Address:	1050 Enterprise Way, Suite 700		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94089		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3426399	SNOWBUSH	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Sally M. Abel		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	21404-00070		
NAME OF SUBMITTER:	Sally M. Abel		
SIGNATURE:	/sabel/		
DATE SIGNED:	08/27/2016		
Total Attachments: 5			
source=Assignment - Semtech Corporation#page1.tif			
source=Assignment - Semtech Corporation#page2.tif			
source=Assignment - Semtech Corporation#page3.tif			
source=Assignment - Semtech Corporation#page4.tif			
source=Assignment - Semtech Corporation#page5.tif			

CH \$40.00 3426399

MASTER TRADEMARK ASSIGNMENT

THIS MASTER TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of August 5, 2016, is entered into by and among, on the one hand, Rambus Inc., a Delaware corporation ("Assignee") and, on the other hand, Semtech Corporation, a Delaware corporation ("Seller") and Semtech (International) AG, Sierra Monolithics, Inc., and Semtech Canada Corporation ("Seller Subs" and together with Seller, the "Assignors"). All capitalized terms used but not defined herein shall have the meaning given in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee entered into an Asset Purchase Agreement, dated as of June 3, 2016 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignors have agreed to assign to Assignee certain trademark rights.

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assigned Trademarks. The term "Assigned Trademarks" means the trademarks set forth on Schedule A attached hereto.

2. Assignment. Assignors hereby sell, assign, transfer and deliver to Assignee all of Assignors' right, title and interest in and to the Assigned Trademarks together with the goodwill of the business appurtenant thereto.

3. No Warranties. This Trademark Assignment provides no warranties of any kind, express or implied, with respect to the Assigned Trademarks.

4. Further Assurances. Assignors will, at the request and expense of Assignee (except for the value of the time of Assignors' employees), use their commercially reasonable efforts to do all lawful acts that are necessary for recording and perfecting Assignee's rights to any Assigned Trademarks. In addition, and without limiting and not in lieu of the preceding sentence, Assignors shall complete, as soon as practicable after the Closing as agreed by the parties, any necessary re-execution and notarization, if any, and other procedural steps to be taken by Assignors to render Trademark assignments suitable for filing in each jurisdiction in which such Assigned Trademarks have been filed or recorded.

5. Successors and Assigns. This Trademark Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

6. Severability. If any provision of this Trademark Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Trademark Assignment will remain in full force and effect. Any provision of this Trademark Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7. Governing Law. This Trademark Assignment will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of Law principles that would require the application of any other Law. Each of the Parties irrevocably consents to the exclusive jurisdiction and venue of the Delaware Court of Chancery in connection with any matter based upon or arising out of this Trademark Assignment and the other transactions contemplated by this Trademark Assignment or

any other matters contemplated herein (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware). Each Party agrees not to commence any legal proceedings related hereto except in such Courts of the State of Delaware (or, only if the Courts of the State of Delaware decline to accept jurisdiction over a particular matter, in any federal court within the State of Delaware). By execution and delivery of this Trademark Assignment, each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and to the appellate courts therefrom solely for the purposes of disputes arising under the this Trademark Assignment and not as a general submission to such jurisdiction or with respect to any other dispute, matter or claim whatsoever. The Parties irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the delivery of copies thereof by overnight courier to the address for such party to which notices are deliverable hereunder. Any such service of process shall be effective upon delivery. Nothing herein shall affect the right to serve process in any other manner permitted by applicable Law. The Parties hereby waive any right to stay or dismiss any action or proceeding under or in connection with this Trademark Assignment brought before the foregoing courts on the basis of (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, or that it or any of its property is immune from the above-described legal process, (ii) that such action or proceeding is brought in an inconvenient forum, that venue for the action or proceeding is improper or that this Trademark Assignment may not be enforced in or by such courts, or (iii) any other defense that would hinder or delay the levy, execution or collection of any amount to which any party hereto is entitled pursuant to any final judgment of any court having jurisdiction.

8. Counterparts. This Trademark Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

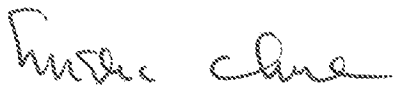
9. Precedence. Those trademark assignments executed and delivered to Assignee purporting to assign any Assigned Trademarks in a particular Trademark jurisdiction (the "Jurisdiction Specific Trademark Assignment(s)") are solely for registration or recordation purposes. The Asset Purchase Agreement shall take precedence over this Trademark Assignment and/or any Jurisdiction Specific Trademark Assignment; and this Trademark Assignment shall take precedence over any Jurisdiction Specific Trademark Assignment. In the event of any difference, discrepancy or conflict between any term or condition in the Asset Purchase Agreement and any term or condition in this Trademark Assignment or in any Jurisdiction Specific Trademark Assignment, the terms and conditions of the Asset Purchase Agreement shall prevail and govern. In the event of any difference, discrepancy or conflict between any term or condition in this Trademark Assignment and any term or condition in any Jurisdiction Specific Trademark Assignment, the terms and conditions of this Trademark Assignment shall prevail and govern.

[The remainder of this page is intentionally left blank.]

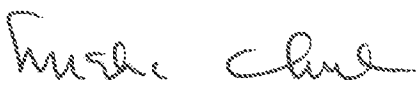
IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

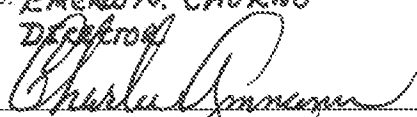
ASSIGNORS:

SEMTECH CORPORATION

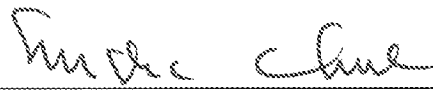
By: 
Name: Emeka N. Chukwu
Title: Executive Vice President & Chief Financial Officer

SEMTECH (INTERNATIONAL) AG

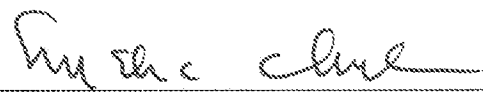
By: 
Name: Emeka N. Chukwu
Title: Director

By: 
Name: CHARLES B. AMMANN
Title: DIRECTOR

SIERRA MONOLITHICS, INC.

By: 
Name: Emeka N. Chukwu
Title: President and Chief Financial Officer

SEMTECH CANADA CORPORATION

By: 
Name: Emeka N. Chukwu
Title: President and Chief Financial Officer

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNEE:

RAMBUS INC.

By: 

Name:

Title:

J. J. Lee
SVP, General Counsel

SCHEDULE A

I. Registered Trademarks:

Trademark	Country	Owner	Status	Application Number	Filing Date	Registration Number	Registration Date
Snowbush	CA	Santech Canada Corporation	Registered	1,376,455	18-Dec-2007	TM/A749,289	02-Oct-2009
Snowbush	US	Santech Canada Corporation	Registered	77/269,185	31-Aug-2007	3,426,399	13-May-2008
Snowbush	IN	Santech Canada Corporation	Registered	1728120	03-Sep-2008	1728120	6-Apr-2011

TRADEMARK

REEL: 005866 FRAME: 0228

RECORDED: 08/27/2016