

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fairchild Semiconductor Corporation		09/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1351416	FAST	
Registration Number:	1974856	I-CUBE	
Registration Number:	2409725	FAIRCHILD SEMICONDUCTOR	
Registration Number:	2393895	F	
Registration Number:	2288719	POWERTRENCH	
Registration Number:	2399791	UHC	
Registration Number:	2791815	ECOSPARK	
Registration Number:	3975372	DUAL COOL	
Registration Number:	2639690	TINYLOGIC	
Registration Number:	3248133		
Registration Number:	3665129	TINYBOOST	
Registration Number:	3665130	TINYBUCK	
Registration Number:	4317604	MWSAVER	
Registration Number:	4851963	FAIRCHILD	
Registration Number:	4851964	FAIRCHILD	
Registration Number:	4851965	FAIRCHILD	
Registration Number:	4851966	FAIRCHILD	
Registration Number:	4851967	FAIRCHILD	
Registration Number:	2280413	FAIRCHILD SEMICONDUCTOR	
TRADEMARK			

CH \$515.00 1351416

Property Type	Number	Word Mark
Serial Number:	85952677	RAZOR

CORRESPONDENCE DATA

Fax Number: 2134522329

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.

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Figueroa Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1111779-2989-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	09/19/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2016 (“Trademark Security Agreement”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Trademark Grantors”), is in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Guarantee and Collateral Agreement dated as of April 15, 2016 (the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Trademark Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, each Trademark Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto;

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

(c) to the extent not covered by clause (a), the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by clause (a), all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement, including, without

limitation, any Trademark applications filed on the basis of a Trademark Grantor's intent-to-use such mark, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the PTO, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A copy of this Trademark Security Agreement signed by all the parties shall be delivered to the Administrative Agent.

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

SILICON PATENT HOLDINGS

By: B. Gutmann
Name: Bernard Gutmann
Title: CFO, Sr. V.P. & Treasurer

FAIRCHILD SEMICONDUCTOR
CORPORATION

BY: B. Gutmann
Name: Bernard Gutmann
Title: CFO, Sr. V.P. & Treasurer

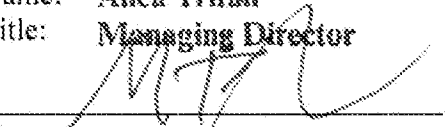
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005879 FRAME: 0312

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH, as Assignee.

By: 
Name: Anca Trifan
Title: Managing Director

By: 
Name: Marcus M. Tarkington
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARKSTrademark Registrations and Applications**Silicon Patent Holdings**

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	OPTOLOGIC	73582744	2/14/1986	1407549	9/2/1986	Silicon Patent Holdings
2.	OPTOPLANAR	74628746	2/2/1995	2101841	9/30/1997	Silicon Patent Holdings

Fairchild Semiconductor Corporation

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	FAST	73467699	2/27/1984	1351416	7/30/1985	Fairchild Semiconductor Corporation
2.	I-CUBE	74659549	4/3/1995	1974856	5/21/1996	Fairchild Semiconductor Corporation
3.	FAIRCHILD SEMICONDUCTOR and Design	75347427	8/26/1997	2409725	12/5/2000	Fairchild Semiconductor Corporation
4.	F (Stylized)	75419477	1/15/1998	2393895	10/10/2000	Fairchild Semiconductor Corporation
5.	POWERTRENCH	75483965	5/12/1998	2288719	10/26/1999	Fairchild Semiconductor Corporation
6.	UHC	75786885	8/27/1999	2399791	10/31/2000	Fairchild Semiconductor Corporation
7.	ECOSPARK	76082000	6/30/2000	2791815	12/9/2003	Fairchild Semiconductor Corporation
8.	DUAL COOL	77890370	12/10/2009	3975372	6/7/2011	Fairchild Semiconductor Corporation
9.	TINYLOGIC	78073834	7/13/2001	2639690	10/22/2002	Fairchild Semiconductor Corporation
10.	MISCELLANEOUS DESIGN	78425523	5/26/2004	3248133	5/29/2007	Fairchild Semiconductor Corporation
11.	TINYBOOST	78794624	1/19/2006	3665129	8/4/2009	Fairchild Semiconductor Corporation
12.	TINYBUCK	78794631	1/19/2006	3665130	8/4/2009	Fairchild

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
						Semiconductor Corporation
13.	MWSAVER	85231344	2/1/2011	4317604	4/9/2013	Fairchild Semiconductor Corporation
14.	RAZOR	85952677	6/6/2013	N/A	N/A	Fairchild Semiconductor Corporation
15.	FAIRCHILD and Design	86223122	3/17/2014	4851963	11/10/2015	Fairchild Semiconductor Corporation
16.	FAIRCHILD and Design	86223133	3/17/2014	4851964	11/10/2015	Fairchild Semiconductor Corporation
17.	FAIRCHILD and Design	86223158	3/17/2014	4851965	11/10/2015	Fairchild Semiconductor Corporation
18.	FAIRCHILD and Design	86223170	3/17/2014	4851966	11/10/2015	Fairchild Semiconductor Corporation
19.	FAIRCHILD and Design	86223182	3/17/2014	4851967	11/10/2015	Fairchild Semiconductor Corporation
20.	FAIRCHILD SEMICONDUCTOR	75347263	8/26/1997	2280413	9/28/1999	Fairchild Semiconductor Corporation