

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM405920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SEMTECH CORPORATION		11/15/2016	Corporation: DELAWARE
Sierra Monolithics, Inc.		11/15/2015	Corporation: CALIFORNIA
Semtech EV, Inc.		11/15/2016	Corporation: CALIFORNIA
Triune IP, LLC		11/15/2016	Limited Liability Company: TEXAS
TRIUNE SYSTEMS, L.L.C.		11/15/2016	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	HSBC Bank USA, National Association, as Administrative Agent
Street Address:	725 South Figueroa St., Suite 2300
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	National Banking Association: VIRGINIA

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	0841159	ALPAC
Registration Number:	3932842	ECOSPEED
Registration Number:	3071448	ECLAMP
Registration Number:	3159358	EMICLAMP
Registration Number:	1502918	ISOPAC
Registration Number:	4790600	LORA
Registration Number:	4952515	LORA
Registration Number:	3174482	MICROCLAMP
Registration Number:	2580232	POWER IT - PROTECT IT - CONNECT IT
Registration Number:	2286179	RAILCLAMP
Registration Number:	3036260	RCLAMP
Registration Number:	3680495	SEMPULSE
Registration Number:	2436706	S
Registration Number:	4869099	S

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3014916	SEMTECH
Registration Number:	4865262	SEMTECH
Registration Number:	0841161	SLIMPAC
Registration Number:	3149117	TCLAMP
Registration Number:	3785791	TOPSYNC
Registration Number:	3288474	TRANSCLAMP
Registration Number:	3046613	μCLAMP
Registration Number:	4211584	X-EMI
Registration Number:	4100500	ACTIVECONNECT
Registration Number:	3921556	AVIIA
Registration Number:	4002637	CLOCKCLEANER
Registration Number:	3197997	GEN-CLOCKS
Registration Number:	2339501	GENLINX
Registration Number:	1572980	GENNUM
Registration Number:	4222461	ENVERV
Registration Number:	4226302	ENVERV
Registration Number:	3825803	GLOJOY
Registration Number:	3800904	NANOSCRIT
Registration Number:	3738356	NANOSMART
Registration Number:	3759943	TRIUNE SYSTEMS
Registration Number:	4091741	CERVI TOUCH
Registration Number:	4143134	MPPT-LITE
Serial Number:	86931815	A WORLD OF SOLUTIONS
Serial Number:	86958733	LORAWAN

CORRESPONDENCE DATA

Fax Number: 2134432926

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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 43rd Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	03VV-246921
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	11/17/2016

Total Attachments: 18

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**AMENDED AND RESTATED GRANT OF SECURITY INTEREST
(TRADEMARKS)**

**[SEMTECH CORPORATION; SIERRA MONOLITHICS, INC.; SEMTECH EV, INC.; TRIUNE
SYSTEMS, L.L.C.; AND TRIUNE IP, LLC]**

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST (TRADEMARKS) (this “**IP Grant**”) is dated as of November 15, 2016, and is entered into by **SEMTECH CORPORATION**, a Delaware corporation (“**Borrower**”), **SIERRA MONOLITHICS, INC.**, a California corporation (“**SMI**”), **SEMTECH EV, INC.**, a California corporation (“**SEV**”), **TRIUNE SYSTEMS, L.L.C.**, a Texas limited liability company (“**Triune Systems**”), and **Triune IP, LLC**, a Texas limited liability company (“**Triune IP**”, and together with Borrower, SEV and Triune Systems, each an “**Assignor**” and collectively, the “**Assignors**”), in favor of **HSBC BANK USA, NATIONAL ASSOCIATION**, as the Administrative Agent (as defined below) (in such capacity, “**Assignee**”) under the Credit Agreement (as defined below) for the benefit of the Secured Parties (as defined in the Credit Agreement).

This IP Grant amends and restates, and collectively supersedes and replaces in their entirety, each of (a) the Grant of Security Interest (Trademarks) dated as of May 2, 2013, by Borrower, Semtech New York Corporation, a Delaware corporation, and SMI in favor of Assignee, recorded with the United States Patent and Trademark Office (the “**PTO**”) on May 2, 2013 on Reel 5020 at Frame 0298 (as Document No. 900254254), as the same has been supplemented and modified to the date hereof, including by the Supplement to Grant of Security Interest (Trademarks) dated as of May 13, 2015 and recorded with the PTO on May 28, 2015 on Reel 5524 at Frame 0611 (as Document No. 900325912), the Supplement to Grant of Security Interest (Trademarks) dated as of July 9, 2015 and recorded with the USPTO on July 21, 2015 on Reel 5581 at Frame 0802 (as Document 900331850), and the Supplement to Grant of Security Interest (Trademarks) dated as of May 1, 2016 and recorded with the PTO on July 15, 2016 on Reel 5835 at Frame 0335 (as Document 900371484), (b) the Grant of Security Interest (Trademarks) dated as of May 13, 2015, by SEV in favor of Assignee, recorded with the PTO on May 28, 2015 on Reel 5524 at Frame 0590 (as Document No. 900325908), as the same has been supplemented and modified to the date hereof, (c) the Grant of Security Interest (Trademarks) dated as of May 13, 2015, by Triune Systems in favor of Assignee, recorded with the PTO on May 28, 2015 on Reel 5524 at Frame 0604 (as Document No. 900325911), as the same has been supplemented and modified to the date hereof, and (d) the Grant of Security Interest (Trademarks) dated as of September 4, 2015, by Triune IP in favor of Assignee, recorded with the PTO on September 4, 2015 on Reel 5617 at Frame 0612 (as Document No. 900336884), as the same has been supplemented and modified to the date hereof.

WHEREAS, concurrently herewith, Borrower and certain of its Subsidiaries, as guarantors (the “**Guarantors**”), have entered into that Amended and Restated Credit Agreement dated as of the date hereof (as the same may from time to time hereafter be further amended, modified, supplemented or restated, the “**Credit Agreement**”, which Credit Agreement amends and restates in its entirety the Credit Agreement dated as of May 2, 2013, as amended, supplemented or otherwise previously modified), with the several financial institutions party thereto as Lenders

and HSBC Bank USA, National Association, in its separate capacities as administrative agent for the benefit of the Secured Parties (in such capacity, together with its successors in such capacity, "**Administrative Agent**"), and as Swing Line Lender and L/C Issuer, pursuant to which the Lending Parties agree to maintain and to continue to make available certain Credit Extensions to Borrower for the benefit of each Loan Party up to an aggregate available principal amount of \$400,000,000 on the terms and subject to the conditions set forth therein and in the other Loan Documents.

WHEREAS, in order to secure their Obligations to Administrative Agent and the other Secured Parties under the Credit Agreement and the other Loan Documents, Borrower and each of the Guarantors party to the Credit Agreement, including each of the Assignors party to this IP Grant, have entered into that Amended and Restated Security Agreement dated as of the date hereof (as the same may from time to time hereafter be further amended, modified, supplemented or restated, the "**Security Agreement**", which Security Agreement amends and restates in its entirety the Security Agreement dated as of May 2, 2013, as amended, supplemented or otherwise previously modified), in favor of Assignee, for the benefit of the Secured Parties, pursuant to which, among other things, each Assignor has granted to Assignee a security interest in all of such Assignor's respective right, title and interest, whether now owned or at any time hereafter acquired by such Assignor or in which such Assignor now has or at any time in the future may acquire any right, title or interest, in, to and under all of the "**Collateral**," as defined in the Security Agreement.

WHEREAS, as a prerequisite to the Lending Parties' obligation to make, extend and maintain the credit to Borrower under the Credit Agreement and the other Loan Documents, the Assignee requires that each Assignor enter into this IP Grant.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Assignor, jointly and severally, hereby agrees as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the same meaning when used herein as given to them in the Credit Agreement.

2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Assignee, for the benefit of the Secured Parties, and hereby grants to Assignee, for the benefit of the Secured Parties, a security interest in and to all of such Assignor's respective right, title and interest in, to and under each of the following, whether now owned or at any time hereafter acquired by such Assignor or in which such Assignor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

a. (i) all trademarks, trade names, internet domain names, trade dress, services marks, logos, and any other similar designations of source or origin, arising or protected under the laws of the United States of America or any other country or any political subdivision of any of the foregoing, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in

the PTO or in any other country or any political subdivision of any of the foregoing, of any internet domain name register or any other similar registry, including the Madrid System of the World Intellectual Property Organization; (ii) all extensions or renewals thereof; (iii) all income, royalties, damages and payments now and hereafter due or payable to an Assignor under and with respect thereto, including payments under all Trademark Licenses (as defined in the Security Agreement) entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (iv) the right to sue for past, present and future infringements and dilutions thereof and (v) all of each Assignor's rights corresponding thereto throughout the world, including, those listed on **Schedules A** through **J** hereto (collectively, "**Trademarks**"); and

b. the goodwill of the business connected with the use of, and symbolized by, each Trademark,

provided that, in no event shall the Trademark Collateral include, and the Assignors shall not be deemed to have conveyed, mortgaged, assigned, pledged, hypothecated, transferred or granted a security interest in any of such Assignor's right, title or interest in: (i) any application for a Trademark that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a lien thereon unless and until such time as the grant of such lien will not affect the validity of such trademark, (ii) any application for a Trademark filed in the PTO on the basis of an Assignor's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by, the PTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), but only to the extent, if any, and only during the time period, if any, that and/or during which the grant of a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting trademark registration; or (iii) to the extent not included in the preceding clauses (i) and (ii), any Excluded Asset (as defined in the Security Agreement).

Each Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, this IP Grant and any and all financing statements filed on behalf of Assignee will be automatically terminated, released, and/or reassigned (and the Trademark Collateral will be reassigned) to the relevant Assignor, and Assignee shall execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

This IP Grant and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Grant and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law other than New York General Obligations Law 5-1401 and 5-1402.

This IP Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which will constitute an original, but all of which when taken

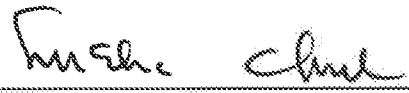
together will constitute a single contract. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart of a signature page of this IP Grant by facsimile or electronic transmission (such as by "pdf") will be as effective as delivery of a manually executed counterpart of this IP Grant.

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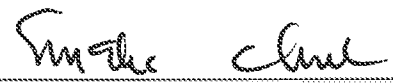
IN WITNESS WHEREOF, each of the parties has caused this Amended and Restated Grant of Security Interest (Trademarks) to be duly executed as of the date first written above.

ASSIGNOR:

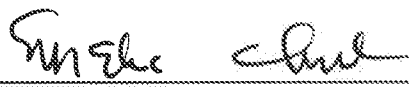
SEMTECH CORPORATION,
a Delaware corporation

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

SIERRA MONOLITHICS, INC.,
a California corporation

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

SEMTECH EV, INC.,
a California corporation

By: 
Name: Emeka N. Chukwu
Title: President and Treasurer

TRIUNE SYSTEMS, L.L.C.,
a Texas limited liability company

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

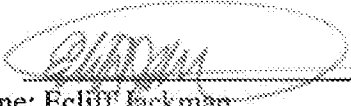
TRIUNE IP, LLC,
a Texas limited liability company

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

[SIGNATURE PAGE TO AMENDED AND RESTATED
GRANT OF SECURITY INTEREST (TRADEMARKS)]

ASSIGNEE:


HSBC BANK USA, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Ecliff Jackman
Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED
GRANT OF SECURITY INTEREST (TRADEMARKS)]

SCHEDULE A
U.S. TRADEMARKS

OWNER: SEMTECH CORPORATION

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
	Semtech Corporation	72/259,972	12/2/1966	0,841,159	12/26/1967
EcoSpeed	Semtech Corporation	85/044,984	5/21/2010	3,932,842	3/15/2011
ECLAMP	Semtech Corporation	76/531,581	7/21/2003	3,071,448	3/21/2006
EMICLAMP	Semtech Corporation	76/531,582	7/21/2003	3,159,358	10/17/2006
ISOPAC	Semtech Corporation	73/707,320	1/25/1988	1,502,918	9/6/1988
LoRa (Class 9)	Semtech Corporation	86/513,183	1/24/2015	4,790,600	8/11/2015
LoRa (Class 38)	Semtech Corporation	86/513,185	1/24/2015	4,952,515	5/30/2016
MICROCLAMP	Semtech Corporation	76/531,577	7/21/2003	3,174,482	11/21/2006
POWER IT- PROTECT IT- CONNECT IT	Semtech Corporation	76/204,390	2/2/2001	2,580,232	6/11/2002
RAILCLAMP	Semtech Corporation	75/325,398	7/16/1997	2,286,179	10/12/1999
RCLAMP	Semtech Corporation	76/531,590	7/21/2003	3,036,260	12/27/2005
SemPulse	Semtech Corporation	77/317,963	10/31/2007	3,680,495	9/8/2009
	Semtech Corporation	75/860,606	11/29/1999	2,436,706	3/20/2001
	Semtech Corporation	6/227,763	3/20/2014	4,869,099	12/15/2015
SEMTECH	Semtech Corporation	78/319,174	10/27/2003	3,014,916	11/15/2005
SEMTECH	Semtech	86/227,759	3/20/2014		

	Corporation			4,865,262	12/8/2015
ΣIMPAC	Semtech Corporation	72/259,974	12/2/1966	0,841,161	12/26/1967
TCLAMP	Semtech Corporation	76/531,583	7/21/2003	3,149,117	9/26/2006
ToPSync	Semtech Corporation	77/657,478	1/27/2009	3,785,791	5/4/2010
TRANSCLAMP	Semtech Corporation	76/531,584	7/21/2003	3,288,474	9/4/2007
μCLAMP	Semtech Corporation	76/531,576	7/21/2003	3,046,613	1/17/2006
X-EMI	Semtech Corporation	85/476,449	11/18/2011	4,211,584	9/18/2012

SCHEDULE B**PENDING U.S. TRADEMARKS****OWNER: SEMTECH CORPORATION**

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
A World of Solutions (tagline)-Class 42	Semtech Corporation	86/931,815	3/7/2016	Pending	Pending
A World of Solutions (tagline)-Class 9	Semtech Corporation	86/931,816	3/7/2016	Pending	Pending
Femtobost	Semtech Corporation	86/478,322	12/11/2014	Pending	Pending
Femtobuck	Semtech Corporation	86/478,361	12/11/2014	Pending	Pending
Femtopower	Semtech Corporation	86/478,371	12/11/2014	Pending	Pending
Femtowitch	Semtech Corporation	86/478,375	12/11/2014	Pending	Pending
Femtoclamp (Intent to Use)	Semtech Corporation	86/720,523	8/10/2015	Pending	Pending
HCLAMP	Semtech Corporation	86/852,459	12/17/2015	Pending	Pending
HOTSWITCH	Semtech Corporation	86/958,832	3/30/2016	Pending	Pending
LoRa Alliance Certified (Class A)	Semtech Corporation	86/576,751	3/25/2015	Pending	Pending
LoRa Alliance Certified (Class B)	Semtech Corporation	86/576,753	3/25/2015	Pending	Pending
LoRaWAN (Class 38)	Semtech Corporation	86/958,733	3/30/2016	Pending	Pending
LORACERT (Class A)	Semtech Corporation	87/150,265	8/25/2016	Pending	Pending
LORACERT (Class B)	Semtech Corporation	87/150,259	8/25/2016	Pending	Pending
LoRaWAN (Class 9)	Semtech Corporation	86/958,720	3/30/2016	Pending	Pending
LoRaWAN (Class 42)	Semtech Corporation	87/002,217	4/15/2016	Pending	Pending
LR24 (Class 9)	Semtech Corporation	87/091,575	7/1/2016	Pending	Pending

PCLAMP (Intent to Use)	Semtech Corporation	86/720,525	8/10/2015	Pending	Pending
NEO-ISO	Semtech Corporation	86/665,182 (Intent to Use)	6/17/2015	Pending	Pending
TRENCHCAP (Intent to Use)	Semtech Corporation	86/720,541	8/10/2015	Pending	Pending

SCHEDULE C
U.S. TRADEMARKS

OWNER: SIERRA MONOLITHICS, INC.

TRADE-MARK	SERIAL NO.	OWNER	FILING DATE	REG.NO.	REG. DATE
ActiveConnect	77/292,565	Semtech Canada Corporation	Oct. 1, 2007	4,100,500	Feb. 21, 2012
AVIIA	77/629,167	Semtech Canada Corporation	Dec. 7, 2008	3,921,556	Feb. 22, 2011
CLOCKCLEANER	77/183,912	Semtech Canada Corporation	May 17, 2007	4,002,637	July 26, 2011
GEN-Clocks	78/304,762	Semtech Canada Corporation	Sept 24, 2003	3,197,997	Jan. 16, 2007
GENLINX	75/230,813	Semtech Canada Corporation	Jan 24, 1997	2,339,501	April 11, 2000
GENNUM	73/712,641	Semtech Canada Corporation	Feb 22, 1988	1,572,980	Dec 26, 1989

On October 26, 2012, Semtech Canada Corporation (Semtech Canada) entered into an IP Assignment Agreement with SMI pursuant to which Semtech Canada assigned all of its beneficial interest in the Trademarks listed below, goodwill attached thereto, and the right to enforce those rights in the United States. The Assignment document specifically states that Semtech Canada shall retain all other IP rights in jurisdictions other than the United States and shall retain legal title in all U.S. Patent and Trademark rights; such trademarks are still listed as registered to Gennum Corporation on the USPTO Website and are legally owned by Semtech Canada Corporation.

SCHEDULE D

PENDING U.S. TRADEMARKS


OWNER: SIERRA MONOLITHICS, INC.

None.

SCHEDULE E

U.S. TRADEMARKS

OWNER: SEMTECH EV, INC.

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
EnVerv	Semtech EV, Inc.	85/178,456	11/16/2010	4,222,461	10/9/2012
	Semtech EV, Inc.	85/178,474	11/16/2010	4,226,302	10/16/2012

SCHEDULE F
PENDING U.S. TRADEMARKS

OWNER: SEMTECH EV, INC.

None.

SCHEDULE G
U.S. TRADEMARKS

OWNER: TRIUNE SYSTEMS, L.L.C.

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
Glojoy	Triune Systems, L.L.C.	77/577,326	9/24/2008	3,825,803	7/27/2010
nanoscrit	Triune Systems, L.L.C.	77/744,618	5/26/2009	3,800,904	6/8/2010
nanoSmart	Triune Systems, L.L.C.	77/642,605	1/2/2009	3,738,356	1/12/2010
Triune Systems	Triune Systems, L.L.C.	77/642,630	1/2/2009	3,759,943	3/16/2010

SCHEDULE H

PENDING U.S. TRADEMARKS

OWNER: TRIUNE SYSTEMS, L.L.C.

None.

SCHEDULE I

U.S. TRADEMARKS

OWNER: TRIUNE IP, LLC

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
CerviTouch	Triune IP, LLC	85,050,956	5/29/2010	4,091,741	1/24/2012
MPPT-lite	Triune IP, LLC	77/929,978	2/7/2010	4,143,134	5/15/2012

SCHEDULE J
PENDING U.S. TRADEMARKS

OWNER: TRIUNE IP, LLC

None.