

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406743

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME
<b>EFFECTIVE DATE:</b>	05/07/2015

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Micrel, Incorporated		05/07/2015	Corporation:

**NEWLY MERGED ENTITY DATA**

Name	Execution Date	Entity Type
Micrel LLC	05/07/2015	Corporation:

**MERGED ENTITY'S NEW NAME (RECEIVING PARTY)**

<b>Name:</b>	Micrel LLC
<b>Street Address:</b>	2355 W CHANDLER BLVD
<b>City:</b>	CHANDLER
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85224
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2490401	ANYRATE
Registration Number:	4619553	CLOCKWORKS
Registration Number:	4552090	ETHERSYNCH
Registration Number:	3567233	HELDO
Registration Number:	4712668	HYPER SPEED CONTROL
Registration Number:	3677023	HYPERLIGHT LOAD
Registration Number:	4756280	INTELLIMOS
Registration Number:	3080238	LINKMD
Registration Number:	2919406	PRECISION EDGE
Registration Number:	4556266	QUIET-WIRE

**CORRESPONDENCE DATA**

Fax Number:

*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.*

TRADEMARK

**Email:** uspto@hogefenton.com  
**Correspondent Name:** Dana Brody-Brown  
**Address Line 1:** 60 South Market Street, Suite 1400  
**Address Line 4:** San Jose, CALIFORNIA 95113

**NAME OF SUBMITTER:** Dana Brody-Brown

**SIGNATURE:** /dbrody-brown/

**DATE SIGNED:** 11/28/2016

**Total Attachments: 12**

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**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of May 7, 2015, by and among Microchip Technology Incorporated, a Delaware corporation ("Parent"), Mambo Acquisition Corp., a California corporation and a wholly owned subsidiary of Parent ("Merger Sub"), Mambo Acquisition LLC, a California limited liability company and a wholly owned subsidiary of Parent ("Merger Sub LLC") and Micrel, Incorporated, a California corporation (the "Company"). All capitalized terms used in this Agreement shall have the respective meanings ascribed thereto in Article I.

**WITNESSETH:**

WHEREAS, it is proposed that Merger Sub will merge with and into the Company (the "First Step Merger"), [REDACTED] all upon the terms and subject to the conditions set forth herein.

WHEREAS, as soon as practicable following the First Step Merger on the Closing Date, and as the second step in a single integrated transaction with the First Step Merger, Parent will cause the Company to merge with and into Merger Sub LLC (the "Second Step Merger" and, taken together with the First Step Merger, the "Merger") in accordance with the applicable provisions of the CCC and California Law, with Merger Sub LLC as the surviving company.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Company IP” means all Intellectual Property Rights that are used by or otherwise licensed to, owned by or purported to be owned by the Company or any of its Subsidiaries.

“Company Owned Intellectual Property Rights” means all of the Intellectual Property Rights owned by or purported to be owned by or exclusively licensed to the Company or any of its Subsidiaries.

[REDACTED]

(b) Unless otherwise indicated, the words “include,” “includes” and “including,” when used herein, shall be deemed in each case to be followed by the words “without limitation.”

(c) The table of contents and headings set forth in this Agreement are for convenience of reference purposes only and shall not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision hereof.

(d) Unless otherwise specifically provided, all references in this Agreement to “Dollars” or “\$” means United States Dollars.

(e) As used in this Agreement, the singular or plural number shall be deemed to include the other whenever the context so requires. Article, Section, clause and Schedule references contained in this Agreement are references to Articles, Sections, clauses and Schedules in or to this Agreement, unless otherwise specified.

(f) As used in this Agreement, the word “extent” and the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such word or phrase shall not mean simply “if.”

(g) Whenever any reference is made in this Agreement to the Company having “made available” any document or information, such phrase shall include having made such document or information available (i) prior to the date of this Agreement in the electronic data room utilized in connection with the transactions contemplated by this Agreement or (ii) if such document is referred to in the Index to Exhibits in the Company Form 10-K, in the Electronic Data Gathering, Analysis and Retrieval (EDGAR) database of the SEC.

(h) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Applicable Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

## **ARTICLE II THE MERGER**

### 2.1 The Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement and the applicable provisions of California Law, at the Effective Time, Merger Sub shall be merged with and into the Company in the First Step Merger, the separate corporate existence of

Merger Sub shall thereupon cease and the Company shall continue as the surviving entity. The Company, as the surviving entity of the First Step Merger, is sometimes hereinafter referred to as the "Interim Surviving Corporation."

(b) As part of a single integrated plan, as soon as practicable following the Effective Time on the Closing Date, upon the terms and subject to the conditions set forth in this Agreement and the applicable provisions of the CCC and California Law, the Interim Surviving Corporation shall be merged with and into Merger Sub LLC in the Second Step Merger, the separate corporate existence of the Interim Surviving Corporation shall thereupon cease and Merger Sub LLC shall continue as the surviving entity of the Second Step Merger and as a wholly owned Subsidiary of Parent. Merger Sub LLC, as the surviving entity of the Second Step Merger, is referred to herein as the "Surviving Company."

## 2.2 The Effective Time of First Step Merger and Second Step Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Parent, Merger Sub and the Company shall cause the First Step Merger to be consummated under California Law by filing an agreement of merger in customary form and substance (the "Agreement of Merger") with the Secretary of State of the State of California (the "California Secretary of State") in accordance with the applicable provisions of California Law (the time of such filing and acceptance by the California Secretary of State, or such later time as may be agreed in writing by Parent, Merger Sub and the Company and specified in the Agreement of Merger, being referred to herein as the "Effective Time").

(b) As soon as practicable after the Effective Time on the Closing Date, Parent shall cause the Second Step Merger to be consummated under California Law by filing an agreement of merger in customary form and substance with the California Secretary of State in accordance with the applicable provisions of California Law and the Second Step Merger shall be effective at the time of such filing and acceptance by the California Secretary of State.

2.3 The Closing. The consummation of the Merger shall take place at a closing (the "Closing") to occur at the offices of Wilson Sonsini Goodrich & Rosati, Professional Corporation, One Market Street, Spear Tower, San Francisco, California, 94105, on a date and at a time to be agreed upon by Parent, Merger Sub and the Company, which date shall be no later than the second (2<sup>nd</sup>) Business Day after the satisfaction or waiver (to the extent permitted hereunder) of the last to be satisfied or waived of the conditions set forth in Article VII (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver (to the extent permitted hereunder), of such conditions) or at such other location, date and time as Parent, Merger Sub and the Company shall mutually agree upon in writing. The date upon which the Closing shall actually occur pursuant hereto is referred to herein as the "Closing Date".

2.4 Effect of the First Step Merger and Second Step Merger.

(a) At the Effective Time, the effect of the First Step Merger shall be as provided in this Agreement and the applicable provisions of California Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all of the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Interim Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Interim Surviving Corporation.

(b) At the effective time of the Second Step Merger, the effect of the Second Step Merger shall be as provided in this Agreement and the applicable provisions of California Law. Without limiting the generality of the foregoing and subject thereto, at the effective time of the Second Step Merger, all of the property, rights, privileges, powers and franchises of the Interim Surviving Corporation shall vest in Merger Sub LLC as the Surviving Company in the Second Step Merger, and all debts, liabilities and duties of the Interim Surviving Corporation shall become the debts, liabilities and duties of Merger Sub LLC as the Surviving Company in the Second Step Merger.

2.5 Articles of Incorporation and Bylaws.

(a) Articles of Incorporation. At the Effective Time, subject to the provisions of Section 6.13, the articles of incorporation of the Company shall be amended and restated in its entirety to read identically to the articles of incorporation of Merger Sub, as in effect immediately prior to the Effective Time, and such amended and restated articles of incorporation shall become the articles of incorporation of the Interim Surviving Corporation until thereafter amended in accordance with the applicable provisions of California Law and such articles of incorporation.

(b) Bylaws. At the Effective Time, subject to the provisions of Section 6.13, the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall become the bylaws of the Interim Surviving Corporation until thereafter amended in accordance with the applicable provisions of California Law, the articles of incorporation of the Interim Surviving Corporation and such bylaws.

(c) Surviving Company. Unless otherwise determined by Parent prior to the effective time of the Second Step Merger, the certificate of formation and the limited liability company agreement of Merger Sub LLC as in effect immediately prior to the effective time of the Second Step Merger shall be the certificate of formation and the limited liability company agreement of the Surviving Company in the Second Step Merger until thereafter amended in accordance with the applicable provisions of California Law and such limited liability company

agreement; *provided, however*, that at the effective time of the Second Step Merger, the limited liability company agreement of the Surviving Company shall be amended so that the name of the Surviving Company shall be "Micrel, LLC."

2.6 Directors and Officers.

(a) Directors of the Interim Surviving Corporation. At the Effective Time, the initial directors of the Initial Surviving Corporation shall be the directors of the Merger Sub immediately prior to the Effective Time, each to hold office in accordance with the articles of incorporation and bylaws of the Interim Surviving Corporation until their respective successors are duly elected or appointed and qualified.

(b) Officers of the Interim Surviving Corporation. At the Effective Time, the initial officers of the Initial Surviving Corporation shall be officers of Merger Sub immediately prior to the Effective Time, each to hold office in accordance with the articles of incorporation and bylaws of the Interim Surviving Corporation until their respective successors are duly elected or appointed and qualified.

(c) Directors and Officers of the Surviving Company. At the effective time of the Second Step Merger, the initial directors (or comparable positions) and officers of the Surviving Company shall be the directors and officers, respectively of the Initial Surviving Corporation immediately prior to the such effective time, each to hold the office in accordance with the limited liability company agreement of the Surviving Company until their respective successors are duly elected or appointed and qualified.

[REDACTED]



3.22 Intellectual Property.

(a) Section 3.22(a) of the Company Disclosure Letter contains a complete and accurate list of the Company Owned Intellectual Property Rights that are Registered IP ("Company Registered IP") (other than Company Owned Intellectual Property Rights that are exclusively licensed to the Company and are not Patents) and material unregistered Trademarks (the "Unregistered Trademarks"), in each case listing, as applicable, (i) the name of the current owner, (ii) the jurisdiction where the application/registration is located, (iii) the application or registration number, (iv) the filing date, and issuance/registration/grant date, and (v) the prosecution status thereof.

(b) To the Knowledge of the Company, (i) the Company Registered IP and Unregistered Trademarks are valid, sustaining and enforceable and (ii) with respect to each item of Company Registered IP, all necessary registration, maintenance and renewal fees have been paid, in each case of clauses (i) and (ii), except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, as a whole.

(c) Section 3.22(c) of the Company Disclosure Letter contains a complete and accurate list of all Contracts (i) under which the Company or any of its Subsidiaries has the right to use or acquire ownership of any material Company IP, other than Shrink-Wrap Code or (ii) under which the Company or any of its Subsidiaries licenses to others the right to use or agreed to transfer to others any Intellectual Property Rights that are material Company Owned Intellectual Property Rights, other than non-disclosure agreements and non-exclusive license agreements entered into in the ordinary course of business (such Contracts, the "Company IP Agreements"). The Company has made available to Parent complete and correct copies of each such Company IP Agreement. To the Knowledge of the Company, (w) each Company IP Agreement is valid and binding on the Company or the Subsidiary of the Company that is a party thereto and is in full force and effect; (x) neither the Company nor any of its Subsidiaries that are a party thereto, nor, to the Knowledge of the Company, any other party thereto, is in breach of, or default under, any Company IP Agreement; (y) no event has occurred that with notice or lapse of time or both would constitute such a breach or default under any Company IP Agreement by the Company or any of its Subsidiaries; and (z) there are no pending material disputes regarding the scope of any Company IP Agreements, performance under the Company IP Agreements, or with respect to payments made or received under any Company IP Agreements; in each case of clauses (w), (x), (y) and (z), except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized officers to be effective as of the date first above written.

MICROCHIP TECHNOLOGY INCORPORATED

By: Steve Sanghi  
Name: Steve Sanghi  
Title: President and Chief Executive Officer

MAMBO ACQUISITION CORP.

By: J. Eric Bjornholt  
Name: J. Eric Bjornholt  
Title: President and Treasurer

MAMBO ACQUISITION LLC

By: J. Eric Bjornholt  
Name: J. Eric Bjornholt  
Title: President and Treasurer

MICREL, INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO MERGER AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized officers to be effective as of the date first above written.

MICROCHIP TECHNOLOGY INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

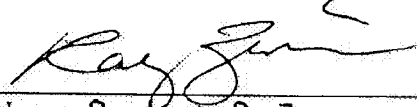
MAMBO ACQUISITION CORP.

By: \_\_\_\_\_  
Name:  
Title:

MAMBO ACQUISITION LLC

By: \_\_\_\_\_  
Name:  
Title:

MICREL, INCORPORATED

By:  \_\_\_\_\_  
Name: Raymond D. Zinn  
Title: President, Chief Executive Officer  
and Chairman of the Board

[SIGNATURE PAGE TO MERGER AGREEMENT]

COMPANY DISCLOSURE LETTER FOR  
AGREEMENT AND PLAN OF MERGER

dated as of  
May 7, 2015

among  
Microchip Technology Incorporated  
Mambo Acquisition Corp.  
Mambo Acquisition LLC  
and  
Micrel, Incorporated

Dated as of May 7, 2015

This company disclosure letter (the "Company Disclosure Letter") constitutes the Company Disclosure Letter referred to in the Agreement and Plan of Merger (the "Agreement") relating to the acquisition of Micrel, Incorporated, a California corporation (the "Company"), entered into by and among: (i) Microchip Technology Incorporated, a Delaware corporation, (ii) Mambo Acquisition Corp., a California corporation and a wholly owned subsidiary of Parent, and (iii) Mambo Acquisition LLC, a California limited liability company and a wholly owned subsidiary of Parent. Terms used in this Company Disclosure Letter without definition have the respective meanings assigned to them in the Agreement. All references to section numbers contained in this Company Disclosure Letter refer to sections of this Company Disclosure Letter, unless the context otherwise requires.

All sections within this Company Disclosure Letter are qualified in their entirety by reference to the Agreement and do not constitute, and shall only be deemed to be an exception to (or, as applicable, a disclosure for purposes of) (a) the representations and warranties (or covenants, as applicable) of the Company that are contained in the corresponding Section of the Agreement and (b) any other representations and warranties of the Company that is contained in the Agreement, but only if the relevance of that reference as an exception to (or a disclosure for purposes of) such representations and warranties would be readily apparent to a reasonable person who has read that reference and such representations and warranties, without any independent knowledge on the part of the reader regarding the matter(s) so disclosed.

The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Company Disclosure Letter is not intended to and shall not imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business, and no party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Company Disclosure Letter in any dispute or controversy between the parties as to whether any obligation, item or matter not described or included in the Agreement or in this Company Disclosure Letter is or is not required to be disclosed (including whether the amount or items are

**Exhibit 3.22(a)(2) - Trademarks**

	Mark Image	Country / Jurisdiction	TM Registration Number	TM Registration Date	TM Application Number	TM Filing Date	TM Application Status	Next Deadline	Owner
1	ANYCLOCK	U.S.	2757132	8/26/2003	76338655	11/15/2001	Registered		Micrel, Inc.
2	ANYGATE	U.S.	2588125	7/2/2002	76266204	6/4/2001	Registered		Micrel, Inc.
3	ANYRATE	CTM	1,964,543	12/21/2001	1964543	11/21/2000	Registered		Micrel, Inc.
4	ANYRATE	Japan	4483233	6/15/2001	2000126189	11/22/2000	Registered		Micrel, Inc.
5	ANYRATE	U.S.	2490401	9/18/2001	76055052	5/23/2000	Registered		Micrel, Inc.
6	BROKING THE POWER TO LIGHT	U.S.	3873717	11/9/2010	77157946	4/16/2007	Registered	11/9/2016	Micrel, Inc.
7	CLOCKWORKS	U.S.	4619553	10/14/2014	86022856	7/29/2013	Registered	10/14/2020	Micrel, Inc.
8	CMIC	U.S.			85653323	6/15/2012	Notice of Allowance Issued	8/6/2015	Micrel, Inc.

Mark Image	Country / Jurisdiction	TM Registration Number	TM Registration Date	TM Application Number	TM Filing Date	TM Application Status	Next Deadline	Owner
49	QUIET-WIRE r U.S.	4556266	6/24/2014	85360886	6/30/2011	Registered	6/24/2020	Micrel, Inc.
50	QWIKRADIO r U.S.	2765013	9/16/2003	76266697	6/4/2001	Registered		Micrel, Inc.
51	RADIOWIRE U.S.	2760168	9/2/2003	76427484	7/5/2002	Registered		Micrel, Inc.
52	RADIOWIRE Japan	4707552	9/5/2003	2003004578	1/24/2003	Registered		Micrel, Inc.
53	SILENTSENSE U.S.	3197385	1/9/2007	78485752	9/17/2004	Registered		Micrel, Inc.
54	SUPERSWITCHER ( U.S.	2164869	6/9/1998	75241942	2/14/1997	Supp. Reg.		Micrel, Inc.
56	TINYFET U.S.	2142495	3/10/1998	75241941	2/14/1997	Registered		Micrel, Inc.
					8/15/2014	Office Action Issued	6/15/2015	Micrel, Inc.