

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Micrel LLC		11/01/2015	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Microchip Technology Incorporated		
Street Address:	2355 West Chandler Boulevard		
City:	CHANDLER		
State/Country:	ARIZONA		
Postal Code:	85224		
Entity Type:	Corporation: DELAWARE		
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:			
<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>			
Email:	uspto@hogefernton.com		
Correspondent Name:	Dana Brody-Brown		
Address Line 1:	60 South Market Street, Suite 1400		
Address Line 4:	San Jose, CALIFORNIA 95113		

CH \$265.00 2490401

NAME OF SUBMITTER:	Dana Brody-Brown
SIGNATURE:	/dbrody-brown/
DATE SIGNED:	11/28/2016
Total Attachments: 4 source=Bill of Sale and Assignment Agreement#page1.tif source=Bill of Sale and Assignment Agreement#page2.tif source=Bill of Sale and Assignment Agreement#page3.tif source=Bill of Sale and Assignment Agreement#page4.tif	

BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (this "**Agreement**") is made as of November 1, 2015 (the "**Effective Date**") by Micrel LLC ("**Micrel**"), in favor of Microchip Technology Incorporated, a Delaware corporation, with principal offices located at 2355 West Chandler Boulevard, Chandler, Arizona ("**Microchip**").

Background

- A. On May 7, 2015, Microchip entered into an agreement (the "**Merger Agreement**") with Micrel, Incorporated ("**Micrel Inc.**") and Microchip's wholly owned subsidiary Mambo Acquisition Corporation ("**Mambo Corp**"), under which the parties agreed to a merger of Mambo Corp into Micrel Inc., and the subsequent merger immediately thereafter of Micrel Inc. into Microchip's wholly owned subsidiary, Mambo Acquisition LLC (thereafter renamed Micrel LLC) with the directors and officers of Mambo Acquisition LLC becoming the directors and officers of Micrel LLC as the surviving entity.
- B. The mergers of Micrel Inc. and Mambo Corp, as well as Micrel Inc. and Micrel LLC closed on August 3, 2015, on which date Micrel LLC became a wholly owned subsidiary of Microchip, and Microchip became the ultimate beneficial owner of Intellectual Property and Intellectual Property Rights owned by Micrel LLC.
- C. The parties are entering into this Agreement to effectuate the legal assignment from Micrel LLC to Microchip of the Intellectual Property (as defined below) and Intellectual Property Rights (as defined below) directly owned by Micrel and additional Intellectual Property Rights that may vest in Micrel after the Effective Date.

Agreement

The parties agree as follows:

1. Definitions.

(a) "**Assigned Property**" means any and all Intellectual Property and Intellectual Property Rights that (i) are owned by Micrel as of the Effective Date or (ii) vest in Micrel on or after the Effective Date.

(b) "**Intellectual Property**" means all technology and intellectual property, regardless of form, including without limitation: (i) published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, mask works, and sound recordings ("**Works of Authorship**"); (ii) inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items ("**Inventions**"); (iii) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features ("**Trademarks**"); and (iv) information that is not generally known or readily

ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques ("**Confidential Information**").

(c) "**Intellectual Property Rights**" means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: (i) rights in, arising out of, or associated with Works of Authorship, including without limitation rights in mask works and databases and rights granted under the Copyright Act; (ii) rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act; (iii) rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act; (iv) rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act; (v) rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity ("**Personality Rights**"); (vi) rights of attribution and integrity and other moral rights of an author ("**Moral Rights**"); and (vii) rights in, arising out of, or associated with domain names.

2. Assignment. Micrel hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Microchip and its successors and assigns, all right, title, and interest in and to the Assigned Property. Micrel further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Microchip and its successors and assigns all claims for past, present, and future infringement, misappropriation, or other violation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement, misappropriation, or other violations prior to the Effective Date as well as the right to grant releases for past infringements, misappropriation, or other violations. Micrel hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Micrel may have in the Assigned Property.

3. Further Assurances

(a) Assistance. Micrel will take all action and execute all documents as Microchip may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Microchip. In addition, Micrel will, at the request and sole cost and expense of Microchip, but without additional compensation, promptly sign, execute, make, and do all deeds, documents, acts, and things as Microchip may reasonably require:

(i) to apply for, obtain, register, maintain and vest in the name of Microchip alone (unless Microchip otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(ii) to defend any judicial, opposition, or other proceedings in respect of those applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of those Intellectual Property Rights; and

(iii) to assist Microchip with the defense and enforcement of its rights in any registrations issuing from those applications and in all Intellectual Property Rights protection in the Intellectual Property.

(b) Power of Attorney. If at any time Microchip is unable, for any reason, to secure Micrel's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Micrel's unwillingness, or for any other reason whatsoever, Micrel hereby irrevocably designates and appoints Microchip and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all those applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Micrel.

4. Unassignable IP. To the extent that any of the Assigned Property is not assignable or otherwise transferable by Micrel to Microchip without the consent, approval, or waiver of another party thereto or any third party (including any governmental agency), or if that assignment or transfer would constitute a breach thereof or of any other material contract binding upon Micrel, or a violation of any applicable law, then neither the Merger Agreement nor this Agreement shall constitute an assignment or transfer (or an attempted assignment or transfer) thereof until that consent, approval, or waiver of that party or parties has been duly obtained; provided, however, Micrel and Microchip agree to use commercially reasonable efforts to provide Microchip with the benefits of any that Assigned Property from the Effective Date until that assignment or transfer may be made including, without limitation, the enforcement, at the cost and for the benefit of Microchip, of any and all rights of Micrel against that other party(ies) thereto, arising out of any breach or cancellation thereof by such other party(ies) or otherwise and Micrel shall use commercially reasonable efforts to perform all its obligations arising out of or related to such Assigned Property for the benefit of Microchip. Further Micrel shall hold such Assigned Property in trust for Microchip or act as agent for Microchip, and deliver to or otherwise hold in trust for the benefit of Microchip any related revenue or other receivables that Microchip would have been entitled to had such Assigned Property been assigned and Microchip agrees to pay Micrel for any related expenses or other payables that Microchip would have been required to pay had the Assigned Property been assigned.

5. Effect of Agreement. Nothing in this Agreement will, or will be deemed to, modify or otherwise affect any provisions of the Merger Agreement or affect or modify any of the rights or obligations of the parties under the Merger Agreement. In the event of any conflict between the provisions hereof and the provisions of the Merger Agreement, the provisions of the Merger Agreement will govern and control. This Agreement may be executed in counterparts.

[Signature Page Follows]

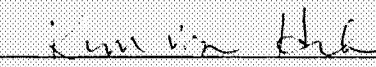
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MICREL LLC

MICROCHIP TECHNOLOGY INC.



By: J. Eric Bjornholt



By: Kim van Herk