

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM407121

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fox Enterprises, Inc.		09/30/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Integrated Device Technology, Inc.		
<b>Street Address:</b>	6024 SILVER CREEK VALLEY ROAD		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95138		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3623895	XPRESSO	
<b>Registration Number:</b>	3424144	XPRESSO	
<b>Registration Number:</b>	3442358	XPRESSO FOX	
<b>Registration Number:</b>	3299179	XPRESSO	
<b>Registration Number:</b>	4822559	XPRESSO-ULTRA	
<b>Registration Number:</b>	4956210	ULTRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	uspto@hogefenton.com		
<b>Correspondent Name:</b>	Dana Brody-Brown		
<b>Address Line 1:</b>	60 South Market Street, Suite 1400		
<b>Address Line 4:</b>	San Jose, CALIFORNIA 95113		
<b>NAME OF SUBMITTER:</b>	Dana Brody-Brown		
<b>SIGNATURE:</b>	/dbrody-brown/		
<b>DATE SIGNED:</b>	11/30/2016		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of September 30, 2016 (the "Effective Date"), by and between Fox Enterprises, Inc., a Florida corporation ("Fox"), and Integrated Device Technology, Inc., a Delaware corporation ("IDT").

**WHEREAS**, Fox is the owner of certain trademarks and trademark registrations and applications, including those identified on Exhibit A;

**WHEREAS**, concurrently with the execution of this Assignment, Fox and IDT entered into an Asset Purchase Agreement on (the "Asset Purchase Agreement"), pursuant to which Fox agreed to sell, transfer and assign, and IDT agreed to purchase, assume and accept, certain assets and liabilities, including the Transferred Trademarks (as defined below) upon the terms and subject to the conditions specified in this Assignment; and

**NOW, THEREFORE**, in accordance with the Asset Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fox and IDT, intending to be legally bound, hereby agree as follows:

### ASSIGNMENT

**Section 1.** Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Asset Purchase Agreement.

**Section 2.** Assignment. Fox hereby assigns, transfers, conveys, and delivers to IDT, and its successors and assigns, irrevocably and exclusively throughout the world, all of Fox's right, title and interest in and to all Trademarks (as defined in the Asset Purchase Agreement), including, without limitation, the marks listed in Exhibit A and all other trademark applications and registrations owned or controlled by Fox as of the Effective Date (collectively, the "Transferred Trademarks"), together with that portion of Fox's business connected with the use of and symbolized by the Transferred Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority under United States law and in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Transferred Trademarks, the right to prosecute, maintain and defend the Transferred Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) to the extent related to the Transferred Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Fox hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record IDT as the assignee of all of

Fox's right, title and interest in, to and under the Transferred Trademarks and to deliver to IDT, and to IDT's attorneys, agents, successors or assigns, all official documents and communications.

**Section 3.** Cooperation. Fox agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist IDT and its successors and assigns as reasonably requested by IDT, at Fox's own expense, to effect the terms of this Assignment.

**Section 4.** Specific Performance. The parties hereto agree that irreparable damage would occur to IDT if any provision of this Assignment were not performed by Fox in accordance with the terms hereof and that IDT shall be entitled to an injunction or injunctions to prevent breaches of this Assignment or to enforce specifically the performance of the terms and provisions of this Assignment in addition to any other remedy to which it is entitled to at law or in equity, in each case without the requirement of posting any bond or other type of security.

**Section 5.** Terms of the Asset Purchase Agreement. Each of Fox and IDT acknowledges and agrees that the representations, warranties and agreements contained in the Asset Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

**Section 6.** Succession and Assignment. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the parties hereto and their respective successors and permitted assigns. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Assignment without the consent of the other party hereto. Any attempted assignment in violation of this Section 6 shall be null and void from the beginning.

**Section 7.** Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

**Section 8.** Amendments; Waiver. Any provision of this Assignment may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or, in the case of a waiver, by each party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

**Section 9.** Headings; Construction. The descriptive headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the parties hereto and

shall not in any way affect the meaning or interpretation of this Assignment. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment.

**Section 10.** Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Assignment shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). The exchange of a fully executed Assignment (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Assignment.

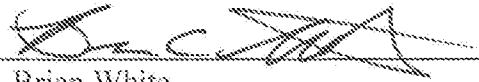
**Section 11.** Severability. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

**Section 12.** Entire Agreement. This Assignment and the Exhibit attached hereto, together with the Asset Purchase Agreement and the Ancillary Agreements, constitute the entire agreement between the parties with respect to the subject matter of this Assignment and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Assignment.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

FOX ENTERPRISES, INC.

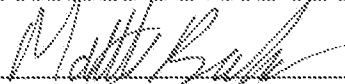
By:   
Name: Brian White  
Title: Director and Treasurer

*Signature Page to Trademark Assignment Agreement*

**TRADEMARK**  
**REEL: 005931 FRAME: 0868**

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

INTEGRATED DEVICE TECHNOLOGY, INC.

By: \_\_\_\_\_

Name: Matthew Brandalise

Title: Vice President and General Counsel

**Exhibit A**  
**Transferred Trademarks**

<b>Mark</b>	<b>Jur</b>	<b>Class</b>	<b>S/N</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
XPRESSO (word)	CN	9	5169205	5169205	3/28/2009
XPRESSO (word)	CN	40	5169204	5169204	3/28/2009
XPRESSO (stylized design)	CN	9	5169203	5169203	3/28/2009
XPRESSO (stylized design)	CN	40	5169202	5169202	3/28/2009
XPRESSO (word)	CTM	9, 40, 42	6996367	6996367	2/22/2012
XPRESSO (word)	JP	40	2006-101187	5141568	6/13/2008
XPRESSO (stylized design)	JP	40	2006-101188	5141569	6/13/2008
XPRESSO (word)	JP	9, 40, 42	2010-22286	5434304	8/26/2011
XPRESSO (stylized design)	JP	9, 40, 42	2010-22287	5434304	8/26/2011
XPRESSO (word)	CN/Madrid	9, 40	A0010392	977499	11/20/2007
XPRESSO (word)	TW	9	95010247	1243688	1/1/2007
XPRESSO (word)	TW	40	95010248	1245469	1/1/2007
XPRESSO (word)	TW	40	96055902	1338301	11/16/2008
XPRESS (word)	TW	9	96055903	1375969	9/1/2009
XPRESSO (stylized design)	TW	9	95010250	1243689	1/1/2007
XPRESSO (stylized design)	TW	40	95010251	1245470	1/1/2007
XPRESSO (word)	US	9, 40	77331479	3623895	5/19/2009
XPRESSO (word)	US	9, 40	78617327	3424144	5/6/2008
XPRESSO FOX (stylized design)	US	9, 40	78658159	3442358	6/3/2008
XPRESSO (stylized design)	US	9, 40	78658150	3299179	9/25/2007
XPRESSO-ULTRA (word)	US	9, 40	85931722	4822559	9/29/2015
ULTRA (Word)	US	9, 40	85931961	4956210	12/30/2014
XPRESSO ULTRA (stylized)	US	9, 40	86057490	n/a	n/a
XPRESSO ULTRA (stylized)	US	9, 40	86280676	n/a	n/a
xULTRA (word)	US	9, 40	85970142	n/a	n/a
FOX & design (stylized)	CN	9	3197997	3197997	8/14/2003
Fox Head design	CN	9	3525039	3525039	10/21/2004
FOX (word)	CN	9	3525231	3525231	10/21/2004
FOX ELECTRONICS (word)	CN	9	3525232	3525232	10/21/2004
JITO (word)	CN	9	3525233	3525233	10/21/2004
RFXO (word)	CN	9	3525237	3525237	10/21/2004
FOXONLINE (word)	CN	40	3525030	3525030	12/7/2004
FOX (word)	CN	40	3525032	3525032	12/7/2004
RFXO (word)	CN	40	3525235	3525235	12/7/2004
FOX (word)	CN	39	3525230	3525230	1/7/2005
FOXONLINE (word)	CN	39	3525031	3525031	1/7/2005
Fox head design	CN	39	3525238	3525238	1/7/2005



RFXO (word)	CN	39	3525236	3525236	1/7/2005
RFXO (word)	CN	42	3525234	3525234	3/38/2005
JITO (word)	CTM	9, 40, 42	923680		12/18/2000
FOXONLINE (word)	CTM	9, 40, 41	1249226	1249226	9/26/2000
FOX & design (stylized)	CTM	9, 40, 41	1258375	1258375	10/17/2000
FOX & design (stylized)	TW	9	92016069	1090921	4/1/2004
FOX & design (stylized)	US	9	75243213	2260226	7/13/1999
FOX ELECTRONICS (word)	US	9	75241657	2260225	7/13/1999
FOX ELECTRONICS & design (stylized)	US	9	75256063	2261901	7/20/1999
Fox head design	US	9	75260929	2330526	3/21/2000
FOXONLINE (word)	US	39, 40	75543331	2363798	7/4/2000
FOX (word)	US	9, 39, 40	75545188	2437896	3/27/2001
FOX ELECTRONICS & design (stylized)	US	9, 39, 40, 42	78678683	3162083	10/24/2006
fox design w/ guitar (stylized/color)	US	9, 40	85107277	4165127	6/26/2012
fox design w/ guitar & crystals (stylized/color)	US	9, 40	85107291	4165128	6/26/2012

*Signature Page to Trademark Assignment Agreement*

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**RECORDED: 11/30/2016**

**TRADEMARK  
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