

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Law Debenture Trust Company of New York, as resigning collateral agent		02/06/2017	Limited Purpose Trust Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as successor collateral agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2778214	EGL EAGLE GLOBAL LOGISTICS	
Registration Number:	2750860	EGL	
Registration Number:	3159736	SCG THE SELECT CARRIER GROUP	
Registration Number:	2953404	SCG THE SELECT CARRIER GROUP	
Registration Number:	2684350	EGL	
Registration Number:	2665092	EGL	
Registration Number:	2699300	EGL EAGLE GLOBAL LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	3102291001		
<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>			
Phone:	310-728-3045		
Email:	mneiman@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Marc Neiman		
Address Line 1:	1999 Avenue of the Stars, Suite 600		
Address Line 4:	Los Angeles, CALIFORNIA 90067-6022		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		

CH \$190.00 2778214

DATE SIGNED:

02/06/2017

Total Attachments: 11

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THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 6, 2017 (“Effective Date”), is by and among Wilmington Trust, National Association, a national banking association, as successor collateral agent (the “Successor Collateral Agent”) and Law Debenture Trust Company of New York, as resigning collateral agent (the “Resigning Collateral Agent”). Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Trademark Security Agreement (as defined below).

RECITALS

WHEREAS, pursuant to an Indenture, dated as of May 2, 2013, (as may be supplemented and amended from time to time, the “Indenture”), CEVA Group PLC, a public limited company incorporated under the laws of England and Wales (the “Company”), the Guarantors party thereto, Wilmington Trust, National Association, as indenture trustee, and the Resigning Collateral Agent, the Company issued certain 10% Second Lien Secured PIK Notes due 2023;

WHEREAS, the Resigning Collateral Agent acts as Collateral Agent under the Indenture, the Collateral Agreement, and the trademark security agreement attached hereto as Exhibit I, which was recorded with the United States Patent and Trademark Office at Reel 5022/Frame 589-596 (“Trademark Security Agreement”); and

WHEREAS, subject to the Indenture, the Successor Collateral Agent and the Resigning Collateral Agent have entered into a certain Instrument of Resignation, Appointment, Acceptance and Assignment, dated as of the Effective Date (the “Instrument”), pursuant to which the Resigning Collateral Agent shall resign as Collateral Agent under, *inter alia*, the Indenture, the Collateral Agreement, and the Trademark Security Agreement, and the Successor Collateral Agent shall succeed the Resigning Collateral Trustee as Collateral Agent under, *inter alia*, the Indenture, the Collateral Agreement, and the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to the Instrument, the Resigning Collateral Agent resigns as Collateral Agent under the Collateral Agreement and the Trademark Security Agreement.
2. Pursuant to the Instrument, the Successor Collateral Agent accepts its position as Collateral Agent under the Collateral Agreement and the Trademark Security Agreement.
3. The Resigning Collateral Agent hereby transfers, assigns, grants, conveys and delivers to the Successor Collateral Agent, for the ratable benefit of the Senior Secured Parties, all of its right, title and interest in, to and under the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the

Trademark Collateral, and Successor Collateral Agent hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

4. This Agreement (i) is being executed and delivered in accordance with and subject to the Indenture, the Collateral Agreement, and the Instrument; and (ii) shall be governed by all the applicable terms and conditions of the Indenture, the Collateral Agreement, and the Instrument.

5. The parties hereto agree that this Agreement is being provided for recordation with the United States Patent and Trademark Office. The Resigning Collateral Agent hereby authorizes and requests the United States Patent and Trademark Office to record the Successor Collateral Agent as the successor collateral agent for the Secured Parties in the Trademark Collateral.

6. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

Law Debenture Trust Company of New York, as Resigning Collateral Agent

By Frank Godino
Name: Frank Godino
Its Vice President

Law Debenture Trust Company of New York

Wilmington Trust, National Association, as Successor Collateral Agent

By _____
Name: _____
Its _____

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

Law Debenture Trust Company of New York, as Resigning Collateral Agent

By _____
Name: _____
Its _____

Wilmington Trust, National Association, as Successor Collateral Agent

By  _____
Name: **Hallie E. Field**
Its **Assistant Vice President**

EXHIBIT I

TRADEMARK SECURITY AGREEMENT dated as of May 2, 2013 (this “*Agreement*”), among EAGLE PARTNERS, L.P., and LAW DEBENTURE TRUST COMPANY OF NEW YORK, as Collateral Agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the U.S. Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among CEVA Limited, each U.S. subsidiary of CEVA Limited from time to time party thereto, and the Collateral Agent and (b) the Indenture dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “*Indenture*”), among CEVA Group Plc, the Guarantors named therein from time to time, Wilmington Trust, National Association, as trustee, registrar and paying agent and the Collateral Agent, as collateral agent and relating to those certain 10% Second Lien Secured PIK Notes due 2023 described therein. The undersigned subsidiaries of CEVA Limited are executing and delivering this Agreement pursuant to the terms of the Indenture to induce potential investors to purchase the Securities. The undersigned subsidiaries of CEVA Limited are affiliates of the Company, will derive substantial benefits from the sale of the Securities and are willing to execute and deliver this Agreement in order to induce potential investors to purchase the Securities. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.03 of the Indenture also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Guarantee, each Pledgor party hereto, pursuant to the Collateral Agreement, did and hereby does assign and grant to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Junior Priority Senior Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an

Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all extensions or renewals thereof, including those listed on Schedule I (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing described in clauses (a) and (b); and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing described in clauses (a), (b) and (c), including damages and payments for past or future infringement thereof.

Section 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor party hereto hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EAGLE PARTNERS, L.P.,

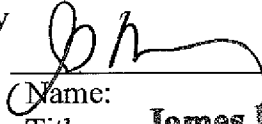
by DocuSigned by:
Matt Ryan

Name: Matthew Ryan

Title: President

LAW DEBENTURE TRUST COMPANY OF
NEW YORK, as Collateral Agent,

by

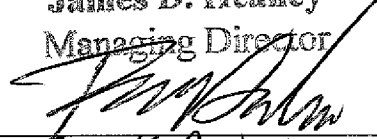


Name:

Title: **James D. Heaney**

Managing Director

by



Name:

Title: **FRANK Godino**

Vice President

Trademark Information	Country	Owner	Goods/Services	Status	H&B Ref.
EGL EAGLE GLOBAL LOGISTICS (and Design) Serial No. 76/136,441 Filing Date: September 27, 2000 Reg. No. 2,778,214 Reg. Date: October 28, 2003	United States	Eagle Partners L.P.	IC35: Inventory management services, namely, pick and pack inventory control, and packaging articles to the order and specification of others; business process re-engineering for supply chains; order fulfillment services. IC39: Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	<i>Registered</i> October 28, 2013 – Section 8&9 Renewal Declaration due. Proof of use required.	34539.230
EGL (and Design) Serial No. 76/136,434 Filing Date: September 27, 2000 Reg. No. 2,750,860 Reg. Date: August 12, 2003	United States	Eagle Partners L.P.	IC39: Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	<i>Registered</i> August 12, 2013 – Section 8&9 Renewal Declaration due. Proof of use required.	34539.238
SCG THE SELECT CARRIER GROUP (and Design) Serial No. 78/243,479 Filing Date: April 29, 2003 Reg. No. 3,159,736 Reg. Date: October 17, 2006	United States	Eagle Partners L.P.	IC35: Inventory management services, namely, pick and pack inventory control, and packaging articles to the order and specification of others; business process re-engineering for supply chains; order fulfillment services; computerized tracking and tracing .of packages in transit.	<i>Registered</i> <i>Lapsing at Section 8 & 15 deadline of April 17, 2013.</i> (Proof of use required)	34539.240
SCG THE SELECT CARRIER GROUP (and Design) Serial No. 78/243,480 Filing Date: April 29, 2003 Reg. No. 2,953,404 Reg. Date: May 17, 2005	United States	Eagle Partners L.P.	IC39: Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air and sea; warehousing and storage of freight.	<i>Registered</i> May 17, 2015 – Section 8&9 Renewal Declaration due.	34539.241
EGL (and Design) Serial No. 76/136,442 Filing Date: September 27, 2000 Reg. No. 2,684,350 Reg. Date: February 4, 2003	United States	Eagle Partners L.P.	IC36: Customs brokerage services.	<i>Registered</i>	34539.226
EGL Serial No. 75/981,761 Filing Date: September 27, 2000 Reg. No. 2,665,092 Reg. Date: December 24, 2002	United States	Eagle Partners L.P.	IC39: Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air and sea; warehousing and storage of freight.	<i>Registered</i>	34539.235

Trademark Information	Country	Owner	Goods/Services	Status	H&B Ref.
EGL EAGLE GLOBAL LOGISTICS Serial No. 76/136,563 Filing Date: September 27, 2000 Reg. No. 2,699,300 Reg. Date: March 25, 2003	United States	Eagle Partners L.P.	IC39: Freight forwarding services; freight transportation by truck; crating and packaging of freight for transportation; pickup and delivery of goods by land, air, and sea; warehousing and storage of freight.	<i>Registered</i>	34539.237480