

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT NO. 3 TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICRON TECHNOLOGY, INC.		01/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1300 THAMES STREET		
Internal Address:	4TH FLOOR		
City:	BALTIMORE		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87061824	BUILT TO WIN	
Serial Number:	87270466	FLEXPRO	
Serial Number:	87285753	THE MEMORY & STORAGE EXPERTS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	GENEVIEVE DORMENT, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	065664/0012		
NAME OF SUBMITTER:	Genevieve Dorment		
SIGNATURE:	/gd/		
DATE SIGNED:	02/10/2017		
Total Attachments: 4			

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SUPPLEMENT NO. 3 TO TRADEMARK SECURITY AGREEMENT

This Supplement No. 3, dated as of January 24, 2017 (this "**Supplement**"), to the Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), dated as of April 26, 2016, is made by MICRON TECHNOLOGY, INC., a Delaware corporation (the "**Grantor**"), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of April 26, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with the Lenders party thereto and the Collateral Agent, as administrative agent and collateral agent.

WHEREAS, as a condition precedent to the making of the Loans, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 26, 2016 to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement. Terms defined in the Credit Agreement and not otherwise defined herein or in the Security Agreement are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantor constituting Collateral and has executed the Trademark Security Agreement with respect to Trademarks constituting Material Intellectual Property for recording with the U.S. Patent and Trademark Office.

WHEREAS, pursuant to Section 5.3(c) of the Security Agreement, following the acquisition of an interest in any After-Acquired Material Intellectual Property, the Grantor shall provide written notice to the Collateral Agent identifying the registered or applied-for Patents, Trademarks and/or Copyrights that were not as of the date of the Security Agreement a part of the Material Intellectual Property, including any such After-Acquired Material Intellectual Property, and such notice shall include all such new After-Acquired Material Intellectual Property, and the Grantor shall execute and deliver to the Collateral Agent an IP Domestic Security Agreement Supplement covering such Intellectual Property, which IP Domestic Security Agreement Supplement shall be recorded with the U.S. Patent and Trademark Office, the U.S. Copyright Office and/or any other U.S. governmental authorities necessary to perfect the security interest thereunder in any such Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising:

(i) each Trademark constituting Material Intellectual Property owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill symbolized by, each such Trademark);

(ii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing, including, without limitation, all proceeds of any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplement.

Section 3. Grants, Rights and Remedies. This Supplement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Governing Law. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


MICRON TECHNOLOGY, INC.

By: 

Name: Greg Routin

Title: Treasurer

REVIEWED
MTI Legal



Schedule 1 - Supplemental Trademark Schedule as of January 24, 2017

Mark	Status	Country	Application No.	Reg. No.
MICRON TECHNOLOGY	Abandoned	Republic of Korea - (KR)	4-2015-88437	
OSMIUM	Expired	Community Trademark - (EM)	5212113	5212113
OSMIUM	Expired	Japan - (JP)	2006-68769	5004406
BUILT TO WIN	Filed	United States - (US)	87061824	
FLEXPRO	Filed	United States - (US)	87270466	
MEMORY & STORAGE EXPERTS	Filed	United States - (US)	87285753	
BALLISTIX	Filed	Hong Kong - (HK)	303852883	
BALLISTIX	Filed	Republic of Korea - (KR)	1161479	
CRUCIAL & Design	Pending	Republic of Korea - (KR)	Pending	
MICRON Orbit Logo	Registered	Republic of Korea - (KR)	40-2015-88432	40-1184384
CRUCIAL & Chinese Characters	Registered	China P.R. - (CN)	13125186	13125186
CRUCIAL	Registered	China P.R. - (CN)	1163706	1163706
CRUCIAL	Registered	Thailand - (TH)	905260	TM415016
BALLISTIX	Registered	Thailand - (TH)	905262	TM411033
MICRON Orbit Logo	Registered	Mexico - (MX)	1685359	1685359
LEXAR	Registered	Russian Federation - (RU)	1164254	1164254
LEXAR	Abandoned	Norway - (NO)	1164254	