

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atmel Corporation		02/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Registration Number:	3267940	ATMEL	
Registration Number:	3330658	SAM-BA	
Registration Number:	2166210	AVR	
Registration Number:	2180449	AVR STUDIO	
Registration Number:	3552073	QSLIDE	
Registration Number:	3552071	QTOUCH	
Registration Number:	2219439	QUICK CHANGE	
Registration Number:	1526686	ATMEL	
Registration Number:	3651724	PICOPOWER	
Registration Number:	2296708	MEGAAVR	
Registration Number:	3807495	XMEGA	
Registration Number:	3838858	MAXTOUCH	
Registration Number:	1648039	IDIC	
Registration Number:	3981998	MAXTOUCH	
Registration Number:	4013529	ENABLING UNLIMITED POSSIBILITIES	
Registration Number:	4096763	ENABLING UNLIMITED POSSIBILITIES	
Registration Number:	2583686	PROCHIP DESIGNER	
Registration Number:	2601053	CACHE LOGIC	
Registration Number:	2625572	CRYPTOMEMORY	

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Property Type	Number	Word Mark
Registration Number:	4254377	ENABLING UNLIMITED POSSIBILITIES
Registration Number:	4254378	ENABLING UNLIMITED POSSIBILITIES
Registration Number:	4261667	MAXTOUCH
Registration Number:	4272527	MAXTOUCH
Registration Number:	4373777	XSENSE
Registration Number:	2742306	FPSLIC
Registration Number:	4393081	MAXCHARGER
Registration Number:	4400729	MAXSTYLUS
Registration Number:	4400730	MAXSTYLUS
Registration Number:	4495228	MAXSTYLUS
Registration Number:	4581576	MAXFUSION
Registration Number:	2872181	TINYAVR
Registration Number:	2875391	STK
Registration Number:	2875390	MEGAAVR
Registration Number:	2891156	AVRFREAKS
Registration Number:	2900141	LOGIC DOUBLING
Registration Number:	2944831	CRYPTORF
Registration Number:	4773192	MAXSTYLUS
Registration Number:	4844537	ATMEL
Registration Number:	3075678	AVR
Registration Number:	3201937	ATMEL
Registration Number:	3201943	ATMEL
Registration Number:	3201942	ATMEL
Registration Number:	3201941	ATMEL
Registration Number:	3201940	ATMEL
Registration Number:	3198885	ATMEL
Registration Number:	3201939	ATMEL
Registration Number:	3201938	ATMEL
Registration Number:	3119203	EVERYWHERE YOU ARE
Registration Number:	3177780	ANTARIS
Registration Number:	3133677	RAPID8
Registration Number:	3114814	RAPIDS
Registration Number:	3920445	MAXTOUCH
Registration Number:	4027172	TWO TOUCH
Registration Number:	3901123	QTWO
Registration Number:	2025438	ATMEL
Registration Number:	2164517	DATAFLASH

CORRESPONDENCE DATA**Fax Number:** 3129939767*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.***Phone:** 3129932647**Email:** zeynep.gieseke@lw.com**Correspondent Name:** Zeynep Gieseke**Address Line 1:** 330 N. Wabash Avenue, Suite 2800**Address Line 2:** Latham & Watkins LLP**Address Line 4:** Chicago, ILLINOIS 60611**ATTORNEY DOCKET NUMBER:** 049067-0106**NAME OF SUBMITTER:** Zeynep Gieseke**SIGNATURE:** /zg/**DATE SIGNED:** 02/09/2017**Total Attachments: 8**

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of February 8, 2017 by and from Atmel Corporation, a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Microchip Technology Incorporated, a Delaware corporation (the "Borrower"), the Lenders and the Grantee have entered into that certain Amended and Restated Credit Agreement dated as of June 27, 2013, as amended and restated as of February 4, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain other Subsidiaries of the Borrower have guaranteed the repayment of the Obligations pursuant to a Guaranty dated as of June 27, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Grantor, the Borrower and certain other Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than obligations under any Swap Agreement or Banking Services Agreement, in each case not due and payable, and other obligations expressly stated to survive such payment or termination) and expiration or termination of all Letters of Credit (or cash collateralization or other arrangements for such Letters of Credit reasonably satisfactory to the Administrative Agent), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. For the avoidance of doubt, (i) the grant of a security interest herein shall not be deemed to be an assignment of intellectual property rights owned by the Grantor and (ii) the security interest granted under this Confirmatory Grant shall not extend to Excluded Assets and, for the avoidance of doubt, no provision of this Confirmatory Grant shall apply to any such Excluded Assets.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

ATMEL CORPORATION

By: 
Name: J. Eric Bjorkholt
Title: Vice President and Chief Financial Officer

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005986 FRAME: 0880

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

See attached

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

(i) U.S. Trademark applications

None

(ii) U.S. registered Trademarks:

GRANTOR	TRADEMARK	COUNTRY	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
Atmel Corporation	ATMEL	US	78841780	24-Jul-07	3267940
Atmel Corporation	SAM-BA	US	78467554	6-Nov-07	3330658
Atmel Corporation	AVR (Stylized)	US	75043963	16-Jun-98	2166210
Atmel Corporation	AVR STUDIO	US	75313895	11-Aug-98	2180449
Atmel Corporation	QSLIDE	US	78901201	23-Dec-08	3552073
Atmel Corporation	QTOUCH	US	78901179	23-Dec-08	3552071
Atmel Corporation	QUICK CHANGE	US	75199617	19-Jan-99	2219439
Atmel Corporation	ATMEL	US	73741490	28-Feb-89	1526686
Atmel Corporation	PICOPOWER	US	77162282	7-Jul-09	3651724
Atmel Corporation	ZIGBIT	US	79056666	28-Jul-09	3661078
Atmel Corporation	MEGAAVR (Stylized)	US	75387836	30-Nov-99	2296708
Atmel Corporation	XMEGA	US	77268682	22-Jun-10	3807495

GRANTOR	TRADEMARK	COUNTRY	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
Atmel Corporation	MAXTOUCH	US	77730855	24-Aug-10	3838858
Atmel Corporation	IDIC	US	74081822	18-Jun-91	1648039
Atmel Corporation	MAXTOUCH	US	77730844	21-Jun-11	3981998
Atmel Corporation	ENABLING UNLIMITED POSSIBILITIES	US	85052023	16-Aug-11	4013529
Atmel Corporation	ENABLING UNLIMITED POSSIBILITIES	US	85052026	7-Feb-12	4096763
Atmel Corporation	PROCHIP DESIGNER	US	76181156	18-Jun-02	2583686
Atmel Corporation	CACHE LOGIC	US	76332608	30-Jul-02	2601053
Atmel Corporation	CRYPTOMEMORY	US	75754206	24-Sep-02	2625572
Atmel Corporation	ENABLING UNLIMITED POSSIBILITIES	US	85052012	4-Dec-12	4254377
Atmel Corporation	ENABLING UNLIMITED POSSIBILITIES	US	85052018	4-Dec-12	4254378
Atmel Corporation	MAXTOUCH	US	77730861	18-Dec-12	4261667
Atmel Corporation	MAXTOUCH	US	77730850	8-Jan-13	4272527
Atmel Corporation	XSENSE	US	85979355	23-Jul-13	4373777

GRANTOR	TRADEMARK	COUNTRY	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
Atmel Corporation	FPSLIC	US	75640093	29-Jul-03	2742306
Atmel Corporation	MAXCHARGER	US	85494774	27-Aug-13	4393081
Atmel Corporation	MAXSTYLUS	US	85458081	10-Sep-13	4400729
Atmel Corporation	MAXSTYLUS	US	85458084	10-Sep-13	4400730
Atmel Corporation	MAXSTYLUS	US	85458074	11-Mar-14	4495228
Atmel Corporation	MAXFUSION	US	85982252	5-Aug-14	4581576
Atmel Corporation	TINYAVR	US	76341085	10-Aug-04	2872181
Atmel Corporation	STK	US	76445930	17-Aug-04	2875391
Atmel Corporation	MEGA AVR	US	76445928	17-Aug-04	2875390
Atmel Corporation	AVRFREAKS	US	78197289	5-Oct-04	2891156
Atmel Corporation	LOGIC DOUBLING	US	76199581	2-Nov-04	2900141
Atmel Corporation	CRYPTORF	US	78169168	26-Apr-05	2944831
Atmel Corporation	MAXSTYLUS	US	85458064	14-Jul-15	4773192
Atmel Corporation	ATMEL (Logo) (New)	US	86541478	3-Nov-15	4844537
Atmel Corporation	AVR	US	78410617	4-Apr-06	3075678
Atmel Corporation	ATMEL	US	78846059	23-Jan-07	3201937

GRANTOR	TRADEMARK	COUNTRY	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
Atmel Corporation	ATMEL	US	78846074	23-Jan-07	3201943
Atmel Corporation	ATMEL	US	78846072	23-Jan-07	3201942
Atmel Corporation	ATMEL	US	78846071	23-Jan-07	3201941
Atmel Corporation	ATMEL	US	78846070	23-Jan-07	3201940
Atmel Corporation	ATMEL	US	78846066	16-Jan-07	3198885
Atmel Corporation	ATMEL	US	78846064	23-Jan-07	3201939
Atmel Corporation	ATMEL	US	78846060	23-Jan-07	3201938
Atmel Corporation	EVERYWHERE YOU ARE	US	78450143	25-Jul-06	3119203
Atmel Corporation	ANTARIS	US	78386739	28-Nov-06	3177780
Atmel Corporation	RAPID8	US	78210348	22-Aug-06	3133677
Atmel Corporation	RAPIDS	US	78210343	11-Jul-06	3114814
Atmel Corporation	MAXTOUCH	US	77730849	15-Feb-11	3920445
Atmel Corporation	TWO TOUCH	US	77602148	13-Sep-11	4027172
Atmel Corporation	QTWO	US	77602139	4-Jan-11	3901123
Atmel Corporation	ATMEL	US	75033662	24-Dec-96	2025438
Atmel Corporation	DATAFLASH	US	75121234	9-Jun-98	2164517