

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Integrated Device Technology, Inc.		04/04/2017	Corporation: DELAWARE
GigPeak, Inc.		04/04/2017	Corporation: DELAWARE
Magnum Semiconductor, Inc.		04/04/2017	Corporation: DELAWARE
Endwave Corporation		04/04/2017	Corporation: DELAWARE
ChipX, Incorporated		04/04/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	Mail Code NY1-C413, 4 CMC
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3017903	VERSACLOCK
Registration Number:	3507953	
Registration Number:	1555550	INTEGRATED DEVICE TECHNOLOGY
Registration Number:	3623895	XPRESSO
Registration Number:	3424144	XPRESSO
Registration Number:	3299179	XPRESSO
Registration Number:	3442358	XPRESSO FOX
Registration Number:	4822559	XPRESSO-ULTRA
Registration Number:	4956210	ULTRA
Registration Number:	2498981	HIPERCLOCKS
Registration Number:	2854123	TERACLOCK
Registration Number:	2684179	TERASYNC
Registration Number:	2893618	IDT
Registration Number:	3159809	IDT
Serial Number:	86957649	TOUCH THE CLOUD

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86957614	GIGPEAK
Serial Number:	86957673	G
Serial Number:	86957655	GIGCLOUD
Serial Number:	77567277	MAGNUM SEMICONDUCTOR
Serial Number:	78389161	CHIP·X
Serial Number:	76084847	ENDWAVE

CORRESPONDENCE DATA

Fax Number: 80091442
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: 614-280-3568
Email: John.Salvage@wolterskluwer.com
Correspondent Name: CT Corporation System
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/04/2017

Total Attachments: 14
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Integrated Device Technology, Inc.
- 2. GigPeak, Inc.
- 3. Magnum Semiconductor, Inc.
- 4. Endwave Corporation
- 5. ChipX, Incorporated

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. DE; 3. DE; 4. DE; 5. DE

Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 4, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: Mail Code NY1-C413, 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

April 4, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

This **Trademark Security Agreement** dated as of April 4, 2017 made by Integrated Device Technology, Inc., ChipX, Incorporated, ENDWAVE CORPORATION, GigPeak, Inc. and Magnum Semiconductor, Inc., as pledgors and debtors (in such capacities and together with any successors in such capacities, individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the “Security Agreement”) made in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors and the Collateral Agent hereby agree as follows:

SECTION 1. **Defined Terms**. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral**. As collateral security for the payment and performance in full of all Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names, corporate names, brand names, trade names and other identifiers of source or goodwill of such Pledgor now or hereafter, owned, filed or acquired by, or assigned to, such Pledgor, including any of the foregoing listed on Schedule I attached hereto, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether applied for or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the foregoing and all rights corresponding thereto throughout the world, (ii) extensions and renewals thereof and amendments thereto, (iii) goodwill associated with any of the foregoing and (iv) rights to sue for past, present and future infringements, dilutions or violations thereof; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to, and the term “Trademark Collateral” shall not include, any Excluded Property (including, for the avoidance of doubt, any trademark application filed on the basis of

an intent-to-use such trademark prior to the filing with and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations for which no claim has been asserted) and termination of the Security Agreement and at the other times required by Section 9.15 of the Credit Agreement, the Collateral Agent shall promptly, upon reasonable request of the Pledgors, execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement, all at the Pledgors' sole cost and expense.


SECTION 5. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law; Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 9.09 and 9.10 of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

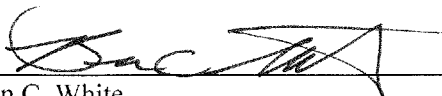
INTEGRATED DEVICE TECHNOLOGY, INC.,
as Pledgor

By: 
Name: Brian C. White
Title: Vice President and Chief Financial Officer


[Signature Page to IDT Trademark Security Agreement]

TRADEMARK
REEL: 006028 FRAME: 0363


MAGNUM SEMICONDUCTOR, INC.,
as Pledgor

By: 
Name: Brian C. White
Title: Treasurer and Chief Financial Officer


GIGPEAK, INC.,
as Pledgor

By: 
Name: Brian C. White
Title: Treasurer and Chief Financial Officer

ENDWAVE CORPORATION,
as Pledgor

By: 
Name: Brian C. White
Title: Treasurer and Chief Financial Officer

CHIPX, INCORPORATED,
as Pledgor

By: 
Name: Brian C. White
Title: Treasurer and Chief Financial Officer








Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent


By: Caitlin A. Stewart
Name: Caitlin Stewart
Title: Vice President


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES TRADEMARK
APPLICATIONS

Mark Image	TM Registration Number	TM Registration Date	TM Application Number	TM Filing Date	Owner*	Class/Goods
	3017903	11/22/2005	78489273	9/24/2004	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038
	3507953	9/30/2008	77401325	2/20/2008	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038; IC 035. US 100 101 102; IC 038. US 100 101 104; IC 041. US 100 101 107; IC 042. US 100 101.
	1555550	9/12/1989	73741286	7/21/1988	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038
	3623895	5/19/2009	77331479	11/6/2007	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038; IC 040. US 100 103 106
	3424144	5/6/2008	78617327	4/26/2005	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038; IC 040. US 100 103 106
	3299179	9/25/2007	78658150	6/24/2005	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038; IC 040. US 100 103 106
	3442358	6/3/2008	78658159	6/24/2005	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038; IC 040. US 100 103 106

Mark Image	TM Registration Number	TM Registration Date	TM Application Number	TM Filing Date	Owner*	Class/Goods
	4822559	9/29/2015	85931722	5/14/2013	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038; IC 040. US 100 103 106
	4956210	5/10/2016	85931961	5/14/2013	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038; IC 040. US 100 103 106
	2498981	10/16/2001	75844653	11/9/1999	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038
	2854123	6/15/2004	76007304	3/20/2000	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038
	2684179	2/4/2003	76004852	3/20/2000	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038
	2893618	10/12/2004	78321845	10/31/2003	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038
	3159809	10/17/2006	78321842	10/31/2003	Integrated Device Technology, Inc.	IC 009. US 021 023 026 036 038

MARK	APP NO/ APPL DATE	REG NO/ REG. DATE	CLASS/GOODS	OWNER*	STATUS
TOUCH THE CLOUD	8695764 9 March 30, 2016		9/semi-conductors; integrated circuits; integrated circuits,	GigOptix Inc.	May 15, 2017 - Deadline for filing a Statement of Use or 1 st extension

			namely, system on a chip		
GIGPEAK	8695761 4 March 30, 2016		9/semi-conductors; semi-conductor devices and computer software for processing and streaming audio and video signals; integrated circuits; integrated circuit cards and components; integrated circuits, namely, system on a chip	GigOptix Inc.	May 15, 2017 - Deadline for filing a Statement of Use or 1 st extension
	8695767 3 March 30, 2016		9/semi-conductors; semi-conductor devices and software for processing and streaming audio and video signals; integrated circuits; integrated circuit cards and components; system on a chip	GigOptix Inc.	January 28, 2017 – Response to office action due
GIGCLOUD	8695765 5 March 30, 2016		9/semi-conductors; semi-conductor devices and software for processing and streaming audio and video signals; integrated	GigOptix Inc.	January 27, 2017 – Response to office action due

			circuits; integrated circuit cards and components; system on a chip		
	7756727 7 September 10, 2008	380534 4 June 22, 2010	9/Computer software, firmware, and middleware for optical disc authoring and navigation, and for organizing, recording, formatting, and reading data and information for digital television broadcasting; codec chips, audio and video codec algorithms, encoders, video and audio decoders and computer disk drives.	Magnum Semiconductor, Inc.	Registered – Renewal due June 22, 2020 Unreleased security interest recorded on 4/6/2016 from Magnum Semiconductor, Inc to Silicon Valley Bank
CHIP-X	7838916 1 March 23, 2004	326192 4 July 10, 2007	9/Semiconductors; application specific integrated circuits and application specific integrated circuit layouts; computer software for use in customizing application specific integrated circuits and in manufacturing	ChipX, Incorporated	Registered – Renewal due July 10, 2017 Unreleased security interest recorded on 4/6/2016 from ChipX, Incorporated to Silicon Valley Bank

			customized integrated circuits and application specific integrated circuit layouts.		
ENDWAVE	7608484 7 July 7, 2000	249601 3 October 9, 2001	9/Broadband communication s components and assemblies for microwave and millimeterwave applications, namely, transceivers, comprised of antennas and transceivers, upconverters, downconverters amplifiers, mixers, oscillators	ENDWAVE CORPORATI ON	Renewed - Renewal due October 9, 2021 Unreleased amended and restated security interest recorded 4/7/2016 from ENDWAVE CORPORATI ON to Silicon Valley Bank

*Reflects recorded name with USPTO.