

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEVA GROUND US, L.P.		04/07/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS 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: 1			
Property Type	Number	Word Mark	
Registration Number:	3875363	CEVA GROUND	
CORRESPONDENCE DATA			
Fax Number:			
<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/		
DATE SIGNED:	04/07/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of April 7, 2017 (this “*Agreement*”), between CEVA GROUND US, L.P. and WILMINGTON TRUST, NATIONAL ASSOCIATION, 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, principal paying agent and transfer agent and the Collateral Agent, as collateral agent and relating to those certain 9.0% First Lien Senior Secured Notes due 2020 described therein. The undersigned subsidiary of CEVA Limited is executing and delivering this Agreement pursuant to the terms of the Indenture to induce potential investors to purchase the Securities. The undersigned subsidiary of CEVA Limited is an affiliate 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, the 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 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 the Pledgor or in which the 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. The 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.

CEVA GROUND US, L.P.,

by



Name: Timothy Daniel

Title: Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent,

by



Name: **Hallie E. Field**
Title: **Assistant Vice President**

by

Name:
Title:

Schedule 1 to the
 Trademark Security Agreement*

Trademark Information	Country	Owner	Goods/Services	Status	Shieldmark Ref.
CEVA GROUND (device) Owner is CEVA Ground US, L.P. Registration number is 3875363 Registration date is November 16, 2010 Registered classes are 35 and 39 Country of registration is the US	US	CEVA Ground US, L.P.	Registered classes are 35 and 39	Registration date is November 16, 2010	3875363