

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444821

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SYNAPTICS INCORPORATED		09/27/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1525 WEST W.T. HARRIS BLVD.
Internal Address:	MAC D1109-019
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3737355	QDEO
Registration Number:	4094975	QDEO
Registration Number:	3934752	QDEO
Registration Number:	4094976	QDEO
Registration Number:	4321296	VMETA
Registration Number:	5188184	AUDIOSMART
Registration Number:	2532487	
Registration Number:	2736991	C
Registration Number:	2437153	
Registration Number:	2527871	CONEXANT
Registration Number:	2550994	CONEXANT
Registration Number:	2778090	CONEXANT
Registration Number:	2753392	C CONEXANT
Registration Number:	2530331	C O N E X A N T
Registration Number:	2528063	CONEXANT
Registration Number:	2962456	DIGICOLOR
Registration Number:	2762380	NETWAITING
Registration Number:	2515838	SMARTDAA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3396332	CHIRALMOTION
Registration Number:	3429710	
Registration Number:	3599477	CHIRALMOTION
Registration Number:	3440547	CLEARPAD
Registration Number:	4422177	CLICKEQ
Registration Number:	4818140	CLICKSMART
Registration Number:	4122162	VIEWXPAND
Registration Number:	4211056	THINTOUCH
Registration Number:	1896056	SELFQUEST
Registration Number:	3345277	LIVEFLEX
Registration Number:	3719541	SECUREMATCH
Registration Number:	4032026	EZSENSE
Registration Number:	4035598	PASSWORD INDEPENDENCE
Registration Number:	5037626	CLEARFORCE
Registration Number:	5037743	SMARTBAR
Registration Number:	5282017	SIDETOUCH
Registration Number:	2296920	QUICKSTROKE
Registration Number:	3160325	SYNAPTICS
Registration Number:	5142138	NATURAL ID
Registration Number:	4720506	FORCEPAD
Registration Number:	3728891	IDT PANELPORT
Registration Number:	3611459	HAPTICTOUCH
Registration Number:	3145308	VALIDITY
Registration Number:	3694756	V VALIDITY
Registration Number:	3219646	VALIDITY SENSORS
Registration Number:	3719542	TOUCH OF COLOR
Registration Number:	3691245	V
Registration Number:	3772935	
Registration Number:	3971051	SECURESENSE
Registration Number:	3880745	GIVE YOUR PASSWORDS THE FINGER
Serial Number:	86161913	AUDIOSMART
Serial Number:	86161918	EXPERIENCE SMART
Serial Number:	86793886	SENTRYPOINT
Serial Number:	87215385	DEEPCAN
Serial Number:	87198614	PUREPRINT
Serial Number:	87198608	QUANTUM MATCHER
Serial Number:	87063605	SYNAPTICS
Serial Number:	87409225	MULTIMATCH

Property Type	Number	Word Mark
Serial Number:	87555463	ACTIVESHIELD
Serial Number:	86065142	FACEDETECT PLUS

CORRESPONDENCE DATA

Fax Number: 9495676710
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: 212-506-5150
Email: achen@orrick.com
Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 1: 2050 MAIN STREET, SUITE 1100
Address Line 2: IP PROSECUTION DEPARTMENT
Address Line 4: IRVINE, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	1696-580
NAME OF SUBMITTER:	Bradford S. Breen
SIGNATURE:	/Bradford Breen/
DATE SIGNED:	09/27/2017

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of September 27, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), amends and restates the Trademark Security Agreement, dated as of September 30, 2014, recorded in the United States Patent & Trademark Office on October 3, 2014, at reel 005374, frame 0511 is made by the entity identified as a grantor on the signature pages hereto (the “Grantor”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (in such capacity together with its successors and permitted assigns, the “Administrative Agent”).

WHEREAS the Grantor is party to a Collateral Agreement, dated as of September 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Grantor and the other grantors from time to time party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, without limitation, if the Grantor is a Subsidiary Guarantor, the Secured Obligations of the Grantor arising under the Subsidiary Guaranty Agreement), hereby pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the 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 Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the United States, including, without limitation, registrations and registration applications in

the United States Patent and Trademark Office (“USPTO”), including, without limitation, the registrations and registrations applications listed on Schedule A hereto,

(ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing,

(iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing,

(iv) the right to sue for past, present or future infringements of any of the foregoing,

(v) all rights corresponding to any of the foregoing (including, without limitation, the goodwill), and

(vi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing;

provided that the security interest granted herein shall not extend to, and the term “Trademark Collateral” shall not include, (a) any obligation or property of any kind due from, owed by or belonging to any Sanctioned Person or (b) any Excluded Assets.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the other Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnification obligations not then due). Upon the termination of this Agreement, the Administrative Agent shall, at the expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

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

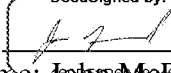
SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

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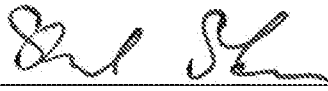
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYNAPTICS INCORPORATED, as Grantor

DocuSigned by:
By: 
Name: John M. Farland
Title: Senior Vice President, General Counsel
and Secretary

Acknowledged and Agreed:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By:  _____

Name: S. Michael St. Geme

Title: Managing Director

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

[See Attached]

Schedule A

OHSUSA:767410445

**TRADEMARK
REEL: 006163 FRAME: 0697**

Trademark	Owner	Country	Filing Date	Registration Date	Registration No.	Status
QDEO	Synaptics Incorporated Synaptics LLC	United States of America	2/27/2007	1/12/2010	3,737,355	Registered
QDEO	Synaptics Incorporated Synaptics LLC	United States of America	10/5/2009	2/7/2012	4,094,975	Registered
QDEO Design	Synaptics Incorporated Synaptics LLC	United States of America	10/19/2007	3/22/2011	3,934,752	Registered
QDEO Design	Synaptics Incorporated Synaptics LLC	United States of America	10/5/2009	2/7/2012	4,094,976	Registered
VMETA	Synaptics Incorporated Synaptics LLC	United States of America	4/2/2009	4/16/2013	4,321,296	Registered
AUDIOSMART	Synaptics Incorporated	United States of America	1/9/2014	4/18/2017	5188184	Registered
C DESIGN	Synaptics Incorporated	United States of America	10/26/1998	1/22/2002	2532487	Registered
C DESIGN	Synaptics Incorporated	United States of America	10/26/1998	7/15/2003	2736991	Registered
C DESIGN	Synaptics Incorporated	United States of America	4/10/2000	3/20/2001	2437153	Registered
CONEXANT	Synaptics Incorporated	United States of America	9/3/1998	1/8/2002	2527871	Registered
CONEXANT	Synaptics Incorporated	United States of America	4/7/2000	3/19/2002	2550994	Registered
CONEXANT	Synaptics Incorporated	United States of America	9/3/1998	10/28/2003	2778090	Registered
CONEXANT AND C DESIGN	Synaptics Incorporated	United States of America	5/13/1999	8/19/2003	2753392	Registered
CONEXANT AND C DESIGN	Synaptics Incorporated	United States of America	5/13/1999	1/15/2002	2530331	Registered
CONEXANT AND C LOGO DESIGN (VERTICAL)	Synaptics Incorporated	United States of America	5/13/1999	1/8/2002	2528063	Registered
DIGICOLOR	Synaptics Incorporated	United States of America	2/17/2004	6/14/2005	2962456	Registered
NETWAITING	Synaptics Incorporated	United States of America	5/11/2001	9/9/2003	2762380	Registered
SMARTDAA	Synaptics Incorporated	United States of America	7/9/1998	12/4/2001	2515838	Registered
AUDIOSMART	Synaptics Incorporated	United States of America	1/9/2014			Allowed
EXPERIENCE SMART	Synaptics Incorporated	United States of America	1/9/2014			Allowed
ChiralMotion	Synaptics Incorporated	United States of America	23-May-06	11-Mar-08	3,396,332	Registered
Synaptics Logo Desig	Synaptics Incorporated	United States of America	20-Apr-07	20-May-08	3,429,710	Registered
ChiralMotion and De	Synaptics Incorporated	United States of America	19-Oct-07	31-Mar-09	3,599,477	Registered
ClearPad	Synaptics Incorporated	United States of America	29-Nov-07	3-Jun-08	3,440,547	Registered
ClickEQ	Synaptics Incorporated	United States of America	13-Nov-09	22-Oct-13	4,422,177	Registered
ClickSmart	Synaptics Incorporated	United States of America	9-Aug-11	22-Sep-15	4818140	Registered
VIEWXPAND	Synaptics Incorporated	United States of America	18-Jun-09	3-Apr-12	4,122,162	Registered
ThinTouch	Synaptics Incorporated	United States of America	30-Mar-11	18-Sep-12	4,211,056	Registered
Synaptics TypeGuard	Synaptics Incorporated	United States of America	16-Sep-13	2-Feb-16	4896056	Registered
LIVEFLEX	Synaptics Incorporated	United States of America	10-May-05	27-Nov-07	3,345,277	Registered
SecureMatch	Synaptics Incorporated	United States of America	30-Jul-08	1-Dec-09	3,719,541	Registered
EzSense	Synaptics Incorporated	United States of America	30-Mar-09	27-Sep-11	4,032,026	Registered

PASSWORD INDEPENDENT	Synaptics Incorporated	United States of America	4-Jan-10	04-Oct-2011	4,035,598	Registered
ClearForce	Synaptics Incorporated	United States of America	18-Jun-15	6-Sep-16	5037626	Registered
SmartBar	Synaptics Incorporated	United States of America	22-Jul-15	6-Sep-16	5037743	Registered
SentryPoint	Synaptics Incorporated	United States of America	20-Oct-15			Published
SideTouch	Synaptics Incorporated	United States of America	29-Jan-16	5-Sep-17	5282017	Registered
DeepScan	Synaptics Incorporated	United States of America	25-Oct-16			Published
PurePrint	Synaptics Incorporated	United States of America	10-Oct-16			Published
Quantum Matcher	Synaptics Incorporated	United States of America	10-Oct-16			Published
QUICKSTROKE	Synaptics Incorporated	United States of America	27-Mar-98	30-Nov-99	2296920	Registered
SYNAPTICS	Synaptics Incorporated	United States of America	24-Nov-04	17-Oct-06	3160325	Registered
Natural ID	Synaptics Incorporated	United States of America	1-May-14	14-Feb-17	5142138	Registered
SYNAPTICS	Synaptics Incorporated	United States of America	7-Jun-16			Pending
MULTIMATCH	Synaptics Incorporated	United States of America	12-Apr-17			Pending
ACTIVESHIELD	Synaptics Incorporated	United States of America	3-Aug-17			Pending
FORCEPAD	Synaptics Incorporated	United States of America	3-Feb-12	14-Apr-15	4720506	Registered
IDT PANELPORT	Synaptics Incorporated	United States of America	15-May-07	22-Dec-09	3,728,891	Registered
HAPTICTOUCH	Synaptics Incorporated	United States of America	14-Jun-08	28-Apr-09	3,611,459	Registered
FACE DETECT PLUS	Synaptics Incorporated	United States of America	16-Sep-13			Pending
VALIDITY	Synaptics Incorporated	United States of America	17-Oct-05	19-Sep-06	3,145,308	Registered
V VALIDITY (Stylized)	Synaptics Incorporated	United States of America	30-Jul-08	13-Oct-09	3,694,756	Registered
VALIDITY SENSORS	Synaptics Incorporated	United States of America	17-Oct-05	20-Mar-07	3,219,646	Registered
TOUCH OF COLOR	Synaptics Incorporated	United States of America	30-Jul-08	1-Dec-09	3,719,542	Registered
V (Stylized)	Synaptics Incorporated	United States of America	30-Jul-08	6-Oct-09	3,691,245	Registered
Thumbprint Design	Synaptics Incorporated	United States of America	23-Dec-08	6-Apr-10	3,772,935	Registered
SECURESENSE	Synaptics Incorporated	United States of America	27-Feb-09	31-May-11	3,971,051	Registered
GIVE YOUR PASSWORDS THE FINGER	Synaptics Incorporated	United States of America	8-Apr-09	23-Nov-10	3,880,745	Registered