

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT		10/27/2017	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Macom Connectivity Solutions, LLC (successor to Applied Micro Circuits Corporation)		
Street Address:	100 Chelmsford Street		
City:	Lowell		
State/Country:	MASSACHUSETTS		
Postal Code:	01851		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4688990	ARMING THE CLOUD	
Registration Number:	4618925	CLOUD PROCESSOR	
Registration Number:	4607476	CLOUD SERVER	
Serial Number:	86633757	GENOME	
Registration Number:	4725369	HELIX	
Registration Number:	4618923	SERVER ON A CHIP	
Registration Number:	4682330	SOCIAL NETWORK PROCESSOR	
Registration Number:	4801229	X-C1	
Serial Number:	86446113	X-C2	
Serial Number:	86446115	X-C3	
Registration Number:	4702050	X-GENE	
Serial Number:	86813969	X-TEND	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		

CH \$315.00 4688990

Email:	mribando@skadden.com
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1:	Four Times Square
Address Line 2:	Monique L. Ribando
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	244130.1354
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NAME OF SUBMITTER:	Oren Epstein
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SIGNATURE:	/OE/
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DATE SIGNED:	10/31/2017
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Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) dated as of October 27, 2017, is made by GOLDMAN SACHS BANK USA, as Collateral Agent (as defined in the Credit Agreement referred to below), in favor of MACOM CONNECTIVITY SOLUTIONS, LLC (successor to Applied Micro Circuits Corporation), a Delaware limited liability company (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Trademark Security Agreement (as defined below) or the Security Agreement (as defined below), as applicable.

Reference is made to the Credit Agreement dated as of May 8, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MACOM Technology Solutions Holdings, Inc. (f/k/a M/A-COM Technology Solutions Holdings, Inc.) (the “Borrower”), each Lender from time to time party thereto, Goldman Sachs Bank USA, as Administrative Agent, the Collateral Agent, Swing Line Lender and an L/C Issuer, and the other agents and parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of May 8, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent.

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Grantor executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of May 4, 2017 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on May 11, 2017 at Reel/Frame 6055/0538;

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks, then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time in the future may have acquired any right, title or interest (the “Trademark Collateral”), including the trademark registrations and trademark applications listed on Schedule A attached hereto (the “Specified Trademarks”);

WHEREAS, pursuant to that certain Officer’s Certificate dated as of the date hereof (the “Certificate”), the Borrower certified to the Collateral Agent that the Grantor is selling certain assets and property, including the Transferred Intellectual Property Rights (as defined in the Purchase Agreement attached as Annex A to the Release of Security Interest in Specified Property entered into by the Grantor and the Collateral Agent as of the date hereof) included in the Specified Property (as defined in such Release of Security Interest in Specified Property) (the “Released Intellectual Property Rights”) to Project Denver Holdings, LLC, a Delaware limited liability company, in a disposition of assets permitted pursuant to Section 7.05(e) of the Credit Agreement; and

WHEREAS, the Collateral Agent, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent

investigation, has agreed to release its security interest solely in the Released Intellectual Property Rights, including the Specified Trademarks, and not in any other Trademark Collateral, in accordance with the last sentence of Section 7.05 of the Credit Agreement and as authorized pursuant to Section 9.11 of the Credit Agreement.

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

Section 1. Release of Security Interest. Without any warranty or representation by, or other recourse to, the Collateral Agent, the Collateral Agent hereby releases its Security Interest in the Released Intellectual Property Rights, including the Specified Trademarks. This Release is not intended to and does not release, relinquish, discharge or terminate the Collateral Agent's security interest in any Trademark Collateral (or other asset or collateral of the Grantor) other than the Released Intellectual Property Rights. Except for the release of the Security Interest in the Released Intellectual Property Rights, all terms and provisions of the Trademark Security Agreement shall remain in full force and effect.

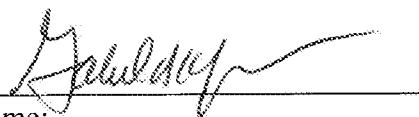
Section 2. Miscellaneous. Delivery by telecopier, .pdf or other electronic imaging means of an executed signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

Section 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed and delivered this Release of Trademark Security Interest as of the day and year first written above.

GOLDMAN SACHS BANK USA, as
Collateral Agent

By: 

Name:

Title:

Gabriel Jacobson
Authorized Signatory

[Signature Page to Release of Trademark Security Interest]

TRADEMARK
REEL: 006194 FRAME: 0158

**SCHEDULE A
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

Registered Owner	Application No. Registration No.	Trademark	Application Date Registration Date	Expiration Date
MACOM Connectivity Solutions, LLC	85/442827 4688990	ARMING THE CLOUD	10/8/2011 2/17/2015	2/17/2021
MACOM Connectivity Solutions, LLC	86/103685 4618925	CLOUD PROCESSOR	10/28/2013 10/7/2014	10/7/2020
MACOM Connectivity Solutions, LLC	86/103773 4607476	CLOUD SERVER	10/28/2013 9/16/2014	9/16/2020
MACOM Connectivity Solutions, LLC	86/633757	GENOME	5/18/2015	
MACOM Connectivity Solutions, LLC	86/304522 4725369	HELIX	6/9/2014 4/21/2015	4/21/2021
MACOM Connectivity Solutions, LLC	86/102352 4618923	SERVER ON A CHIP	10/25/2013 10/7/2014	10/7/2020
MACOM Connectivity Solutions, LLC	85/244468 4682330	SOCIAL NETWORK PROCESSOR	2/16/2011 2/3/2015	2/3/2021
MACOM Connectivity Solutions, LLC	86/446097 4801229	X-C1	11/5/2014 8/25/2015	8/25/2021
MACOM Connectivity Solutions, LLC	86/446113	X-C2	11/5/2014	
MACOM Connectivity Solutions, LLC	86/446115	X-C3	11/5/2014	
MACOM Connectivity Solutions, LLC	85/442829 4702050	X-GENE	10/8/2011 3/17/2015	3/17/2021
MACOM Connectivity Solutions, LLC	86/813969	X-TEND	11/9/2015	