

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MACOM Connectivity Solutions, LLC		10/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Project Denver Intermediate Holdings LLC		
Street Address:	4555 Great America Pkwy #601		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
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	
Registration Number:	4688990	ARMING THE CLOUD	
Registration Number:	4618925	CLOUD PROCESSOR	
Registration Number:	4607476	CLOUD SERVER	
Serial Number:	86813969	X-TEND	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		

CH \$315.00 86633757

Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 11/21/2017

Total Attachments: 5

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**EXHIBIT A-2
TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT ("*Agreement*") is made effective as of October 27, 2017 ("*Closing Date*"), and is entered into by and between MACOM Connectivity Solutions, LLC, a Delaware limited liability company having an address at 100 Chelmsford Street Lowell, Massachusetts 01851 ("*Assignor*"), and Project Denver Intermediate Holdings LLC, a Delaware limited liability company having an address at 4555 Great America Pkwy #601, Santa Clara, CA 95054 ("*Assignee*").

RECITALS

WHEREAS, pursuant to the Purchase Agreement dated as of October 27, 2017, by and between Assignor (as Seller) and Assignee (as Buyer) (the "*Purchase Agreement*"), Assignor agreed to sell, assign, transfer, convey, and deliver, and cause to be sold, assigned, transferred, conveyed, and delivered, to Assignee and its Affiliates all of Assignor's and its Affiliate's right, title and interest (including, without limitation, all Intellectual Property Rights) in and to certain Transferred Trademarks as set forth on Schedule A (the "*Assigned Trademarks*").

WHEREAS, capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Effective as of the Closing Date, and by its execution of hereof, Assignor, on behalf of itself and its Affiliates, hereby irrevocably sells, assigns, transfers, conveys, and delivers all of Assignor's and its Affiliate's right, title, and interest (i) for all jurisdictions throughout the world, including all countries and political entities, in and to:

a. the Assigned Trademarks, including those that are registered and those that are pending registration;

b. any and all goodwill associated with the Assigned Trademarks and in the business, products, and services symbolized by the Assigned Trademarks, including any and all rights, priorities, and privileges of Assignor under the laws of the United States and any of its states, the laws of any other jurisdiction, multinational law, and any compact, treaty, protocol, convention, or organization, and all common law rights;

c. any and all income, royalties or payments due, accrued, or payable as of the Closing Date or thereafter, proceeds, claims, causes of action, and rights to enforce, sue for, and recover or collect from past, existing, and future infringement, misappropriation, or other violation or impairment of any of the Assigned Trademarks; and

d. any and all applications and registrations of the Assigned Trademarks that Assignor or its Affiliates hold or control, including, without limitation, the right to file additional trademark applications and to all resulting registrations.

2. The Assignee hereby requests and the Assignor hereby grants to the Assignee and its legal representatives all rights necessary to record this Agreement or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world.

3. This Agreement is intended to evidence the consummation of the sale, assignment, and transfer by Assignor and its Affiliates of the Assigned Trademarks pursuant to the Purchase Agreement. Assignor and Assignee each hereby acknowledges and agrees that nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand, or limit in any way the terms of the Purchase Agreement or constitute a waiver or release by any party of any rights, liabilities, duties, or obligations granted to or imposed upon any of them by the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. This Agreement may be executed in one or more counterparts and delivered via facsimile, pdf, or other electronic means, each of which shall be deemed an original as against the party that signed it and all of which shall together constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law principles of such state.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment Agreement to be duly executed and delivered as of the Closing Date.

ASSIGNOR:

MACOM Connectivity Solutions, LLC


By: 
Name: John Croteau
Title: President and Chief Executive Officer

STATE OF
COUNTY OF Middlesex

On October 25, 2017 before me, Nicole E. Fischetti (the undersigned notary), John P. Croteau personally appeared and known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public


The Commonwealth of Massachusetts
On this 2 day of October, 2017
before me, the undersigned notary public, John P. Croteau
personally appeared, proved to me through
satisfactory evidence of identification, which were
DATE PAGE, to be the person whose name is
signed on the preceding or attached document, and acknowledged
to me that he/she signed it voluntarily for its stated purpose.

NICOLE ELIZABETH FISCHETTI, Notary Public
My Commission Expires July 26, 2024

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment Agreement to be duly executed and delivered as of the Closing Date.

ASSIGNEE:

PROJECT DENVER INTERMEDIATE HOLDINGS LLC

By:  _____
Name: Renée J. James
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 006210 FRAME: 0713**

**SCHEDULE A to EXHIBIT A-2
ASSIGNED TRADEMARKS**

MARK	JURISDICTION	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
GENOME	US	86633757	18-MAY-2015		
HELIX	US	86304522	09-JUN-2014	4725369	21-APR-2015
SERVER ON A CHIP	US	86102352	25-OCT-2013	4618923	07-OCT-2014
SOCIAL NETWORK PROCESSOR	US	85244468	16-FEB-2011	4682330	03-FEB-2015
X-C1	US	86446097	05-NOV-2014	4801229	25-AUG-2015
X-C2	US	86446113	05-NOV-2014		
X-C3	US	86446115	05-NOV-2014		
X-GENE	US	85442829	08-OCT-2011	4702050	17-MAR-2015
X-GENE	EU	12234209	18-OCT-2013	12234209	12-MAR-2014
X-TEND	US	86813969	09-NOV-2015		
ARMING THE CLOUD	US	85442827	08-OCT-2011	4688990	17-FEB-2015
CLOUD PROCESSOR	US	86103685	28-OCT-2013	4618925	07-OCT-2014
CLOUD SERVER	US	86103773	28-OCT-2013	4607476	16-SEP-2014
VELOCE TECHNOLOGIES		N/A	N/A	N/A	N/A
COMPUTE		N/A	N/A	N/A	N/A

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