

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CYPRESS SEMICONDUCTOR CORPORATION		06/20/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC, AS COLLATERAL AGENT		
Street Address:	1300 THAMES STREET		
Internal Address:	THAMES STREET WHARF, 4TH FLOOR		
City:	BALTIMORE		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87778102	MODUSTOOLBOX	
Serial Number:	87666432	SEMPER	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Phong T. Bui		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Phong Bui-64058.0250		
NAME OF SUBMITTER:	Phong T. Bui		
SIGNATURE:	/Phong T. Bui/		
DATE SIGNED:	06/21/2018		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 20, 2018 (this “**Agreement**”), among CYPRESS SEMICONDUCTOR CORPORATION, a Delaware corporation (the “**Grantor**”), and MORGAN STANLEY SENIOR FUNDING, INC. (“**MS**”), as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) The Grantor, the GUARANTORS as defined therein, the LENDERS from time to time party thereto, MS, as administrative agent and collateral agent for the Lenders and the other AGENTS from time to time party thereto, and MORGAN STANLEY BANK, N.A., as Issuing Bank, have entered into an Amended and Restated Credit and Guaranty Agreement, dated as of March 12, 2015 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).
- (B) The Grantor is party to an Amended and Restated Pledge and Security Agreement, dated as of March 12, 2015, in favor of the Collateral Agent (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

SECTION 1 Defined Terms

Unless otherwise defined herein, capitalized terms used herein shall have the meaning assigned to such terms in the Pledge and Security Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Trademark Collateral**” means the Grantor's right, title and interest in, to and under:

- (a) all Trademarks owned by the Grantor, including, without limitation, those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(c) all reissues, continuations or extensions of the foregoing; and

(d) to the extent not already included in the foregoing, all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement, misappropriation, dilution or other violation of any Trademark owned by the Grantor or Trademark licensed to the Grantor under any Trademark License or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and the Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Trademark if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5 Termination, Release

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate in accordance with Section 10.08(e) of the Credit Agreement.

(b) The Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of the Grantor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which it ceases to be a Subsidiary of any Borrower; provided, that the Requisite Lenders shall have consented to such transaction (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Upon any sale or other transfer by the Grantor of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the Security Interest granted hereby in any Collateral pursuant to the Credit Agreement or the Pledge and Security Agreement, the Security Interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) of this Section 5, the Collateral Agent shall execute and deliver to the Grantor at the Grantor's expense, all UCC termination statements, releases and similar documents that the Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of termination statements, releases, or other documents pursuant to this Section 5 shall be without recourse to or warranty by the Collateral Agent.

SECTION 6 Governing Law and Consent to Jurisdiction

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 9.13 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.

[Signature Page Follows]

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

Very truly yours,

CYPRESS SEMICONDUCTOR CORPORATION

By: 

Name:




Neil Weiss

Title:

Sr. Vice President

Treasurer

ACCEPTED AND AGREED:
MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By 
Name: 
Title: 

[Signature Page to Trademark Security Agreement (2018)]

TRADEMARK
REEL: 006359 FRAME: 0767

SCHEDULE I

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

None.

(B) TRADEMARK APPLICATIONS

Country	Trademark	Status	Application No.	Filing Date	Owner
United States	MODUSTOOLBOX	Filed	87/778102	01/31/2018	Cypress Semiconductor Corporation
United States	SEMPER	Filed	87/666432	10/31/2017	Cypress Semiconductor Corporation