

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM473146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADESTO TECHNOLOGIES CORPORATION		05/08/2018	Corporation: DELAWARE
ARTEMIS ACQUISITION LLC		05/08/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC., AS COLLATERAL AGENT		
Street Address:	c/o Tennenbaum Capital Partners, LLC, 2951 28th Street, Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4303684	ADESTO TECHNOLOGIES	
Registration Number:	4193574	ADESTO	
Registration Number:	2164517	DATAFLASH	
Registration Number:	4235215	CBRAM	
Registration Number:	3133677	RAPID8	
Registration Number:	3114814	RAPIDS	
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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	389395-00005		
NAME OF SUBMITTER:	HUMBERTO AQUINO		

CH \$165.00 4303684

SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	05/08/2018
Total Attachments: 5 source=Adesto - Trademark Security Agreement#page1.tif source=Adesto - Trademark Security Agreement#page2.tif source=Adesto - Trademark Security Agreement#page3.tif source=Adesto - Trademark Security Agreement#page4.tif source=Adesto - Trademark Security Agreement#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of May 8, 2018, by ADESTO TECHNOLOGIES CORPORATION, a Delaware corporation and ARTEMIS ACQUISITION LLC, a California limited liability company (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of OBSIDIAN AGENCY SERVICES, INC., c/o Tennenbaum Capital Partners, LLC, 2951 28th Street, Suite 1000, Santa Monica, California 90405, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of May 8, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- A. all Trademarks and Trademark Licenses of such Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral to the extent excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, 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 Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the Payment in Full of the Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each 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,

ADESTO TECHNOLOGIES CORPORATION

By: 
Name: Ron Shelton
Title: Chief Financial Officer

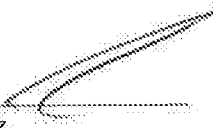
ARTEMIS ACQUISITION LLC

By: 
Name: Ron Shelton
Title: Chief Financial Officer of Adesto Technologies Corporation, sole manager

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent

By:


Name: Howard Levkowitz

Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Adesto Technologies Corporation

Mark / Title:	U.S. Serial Number:	U.S. Number:	Registration	Filing Date:
ADESTO TECHNOLOGIES	85470629	4303684		November 11, 2011
Adesto	85470695	4193574		November 11, 2011
DATAFLASH	75121234	2164517		June 3, 1996
CBRAM	85470550	4235215		November 11, 2011

Artemis Acquisition LLC

Mark / Title:	U.S. Serial Number:	U.S. Number:	Registration	Filing Date:
DATAFLASH	75121234	2164517		June 3, 1996
RAPID 8 (STYLIZED)	78210348	3133677		February 3, 2003
RAPID S (STYLIZED)	78210343	3114814		February 3, 2003
CBRAM	85470550	4235215		November 11, 2011