

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cypress Semiconductor Corporation		07/31/2019	Corporation:
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	350 California Street, 17th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88036807	EZ-IOT	
Serial Number:	88089593	EXCELON	
Serial Number:	87666432	SEMPER	
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:	2127353000		
Email:	jselle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Justin Selle		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	127110/12		
NAME OF SUBMITTER:	Shaya Afshar		
SIGNATURE:	/shaya afshar/		
DATE SIGNED:	07/31/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 31, 2019 (this “**Agreement**”), among Cypress Semiconductor Corporation, a Delaware corporation (“**Grantor**”), and MUFG UNION BANK, N.A., as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Cypress Semiconductor Corporation (“**Borrower**”), the Guarantors, the Lenders from time to time party thereto, MUFG Bank, Ltd. (as successor to Morgan Stanley Senior Funding, Inc.), as administrative agent, and MUFG Union Bank, N.A. (as successor to Morgan Stanley Senior Funding, Inc.), as collateral agent, for the Lenders and the other Agents from time to time party thereto, and Morgan Stanley Bank, N.A., an Issuing Bank, have entered into that certain 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) Pursuant to the Credit Agreement, Borrower and MUFG Union Bank, N.A. (as successor to Morgan Stanley Senior Funding, Inc.), together with any Additional Grantors, entered into that certain Amended and Restated Pledge and Security Agreement, dated as of March 12, 2015 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the 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:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security 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, each 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 each Grantor’s right, title and interest in, to and under:

(a) all Trademarks owned by such 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 Grantor against third parties for past, present, future (i) infringement, misappropriation, dilution or other violation of any Trademark owned by such Grantor or Trademark licensed to such 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 no Grantor shall 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 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 Security Agreement, and each 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 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) A Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor 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 any 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 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 any Grantor at such Grantor's expense, all UCC termination statements, releases and similar documents that such 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

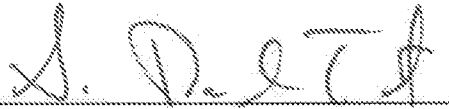
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW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

[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,

**CYPRESS SEMICONDUCTOR
CORPORATION**

By: 

Name: Thad Trent

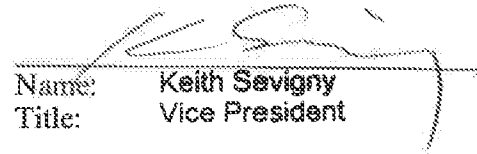
Title: Executive Vice President, Finance and
Administration and Chief Financial Officer

[Cypress – Trademark Security Agreement]

**TRADEMARK
REEL: 006707 FRAME: 0948**

ACCEPTED AND AGREED:
MUFG UNION BANK, N.A., as Collateral Agent

By:



Name: Keith Sevigny
Title: Vice President

[Cypress — Trademark Security Agreement]

TRADEMARK
REEL: 006707 FRAME: 0949

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Cypress Semiconductor Corporation	EZ-IOT	88036807	07/13/2018	-	-
Cypress Semiconductor Corporation	EXCELON	88089593	08/23/2018	-	-
Cypress Semiconductor Corporation	SEMPER	87666432	10/31/2018	-	-