

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546946

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Security Interest in Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morgan Stanley Senior Funding, Inc.		07/31/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MUFG Union Bank, N.A.		
<b>Street Address:</b>	350 California Street		
<b>Internal Address:</b>	17th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 43</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85724854	PSOC	
<b>Serial Number:</b>	85083760	DAC ADC PWM TONER COPSENSE MCU UART PGAA	
<b>Serial Number:</b>	85084717	CYFI	
<b>Serial Number:</b>	77777586	POWERPSOC	
<b>Serial Number:</b>	85532171	CYPRESS P E R F O R M	
<b>Serial Number:</b>	76542751	TETRAHUB	
<b>Serial Number:</b>	77896737	EZ-USB	
<b>Serial Number:</b>	76371399	QDR	
<b>Serial Number:</b>	85532180		
<b>Serial Number:</b>	75262963	ROBOCLOCK	
<b>Serial Number:</b>	75273455	CYPRESS	
<b>Serial Number:</b>	76182089	DELTA39K	
<b>Serial Number:</b>	75918825	NOBL	
<b>Serial Number:</b>	78896821	ANTIOCH	
<b>Serial Number:</b>	77349372	CAPSENSE	
<b>Serial Number:</b>	78647217	WEST BRIDGE	
<b>Serial Number:</b>	78571675	PERFORM	
<b>Serial Number:</b>	75380589	MAKING USB UNIVERSAL	
<b>TRADEMARK</b>			

CH \$1090.00 85724854

Property Type	Number	Word Mark
Serial Number:	76011196	CYPRESS
Serial Number:	76000905	MOBL
Serial Number:	75440117	WARP
Serial Number:	75441508	HOTLINK
Serial Number:	87232745	ENDURAFLEX
Serial Number:	87778102	MODUSTOOLBOX
Serial Number:	87022934	HOBTO
Serial Number:	86888573	EMBEDDED IN TOMORROW
Serial Number:	86845412	IOP
Serial Number:	86845406	INTERNET OF PLANTS
Serial Number:	86888567	SOLUTIONS THAT JUST WORK
Serial Number:	86480786	WICED
Serial Number:	86377522	WICED SENSE
Serial Number:	87666432	SEMPER
Serial Number:	78063726	MIRRORBIT
Serial Number:	78239428	SPANSION
Serial Number:	76518185	SPANSION
Serial Number:	86283758	TRAVEO
Serial Number:	86189104	HYPERRAM
Serial Number:	86189133	HYPERBUS
Serial Number:	86189138	HYPERFLASH
Serial Number:	85672235	EASY DESIGNSIM
Serial Number:	85657369	EASY DESIGNSIM
Serial Number:	78909065	REALOS
Serial Number:	75863747	SOFTUNE

**CORRESPONDENCE DATA**

**Fax Number:** 2127352000

*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.*

**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 C. Selle

**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 127110/12

**NAME OF SUBMITTER:** Shaya Afshar

**SIGNATURE:** /Shaya Afshar/

<b>DATE SIGNED:</b>	10/28/2019
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**Total Attachments: 9**

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- source=PALSR01A-#608617-v5-MUFG\_-\_Security\_Assignment#page2.tif
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## ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY dated as of July 31, 2019 (the “**Effective Date**”) (this “**Assignment and Assumption**”) is made by and between MORGAN STANLEY SENIOR FUNDING, INC. (“**MSSF**”) and MUFG UNION BANK, N.A. (“**Union Bank**”) as collateral agent for the Secured Parties.

WHEREAS, Cypress Semiconductor Corporation (“**Borrower**”), the Guarantors, the Lenders from time to time party thereto, MSSF, 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., an Issuing Bank, 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**”);

WHEREAS, pursuant to the Credit Agreement, Borrower and MSSF, 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**”; capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, the Grantors or Additional Grantors, as applicable, executed and delivered to MSSF: (i) that certain Patent Security Agreement dated as of August 22, 2012, (ii) that certain Patent Security Agreement dated as of November 4, 2013, (iii) that certain Patent Security Agreement dated as of March 12, 2015, (iv) that certain Patent Security Agreement dated as of August 5, 2016, (v) that certain Patent Security Agreement dated as of April 21, 2017 and (vi) that certain Patent Security Agreement dated as of June 20, 2018, each as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and between each Grantor party thereto (or each Additional Grantor party thereto) and MSSF (collectively, the “**Patent Security Agreements**”), which were respectively recorded with the United States Patent and Trademark Office (“**USPTO**”) on August 28, 2012 at Reel/Frame 028863/0870, on November 14, 2013 at Reel/Frame 031636/0105, on March 21, 2015 at Reel/Frame 035240/0429, on August 15, 2016 at Reel/Frame 039676/0237, on April 25, 2017 at Reel/Frame 042326/0396 and on June 21, 2018 at Reel/Frame 046402/0277;

WHEREAS, pursuant to the Security Agreement, the Grantors or Additional Grantors, as applicable, executed and delivered to MSSF: (i) that certain Trademark Security Agreement dated as of August 22, 2012, (ii) that certain Trademark Security Agreement dated as of November 4, 2013, (iii) that certain Trademark Security Agreement dated as of March 12, 2015, (iv) that certain Trademark Security Agreement dated as of April 21, 2017, (v) that certain Trademark Security Agreement dated as of August 5, 2016 and (v) that certain Trademark Security Agreement dated as of June 20, 2018, each as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and between each Grantor party thereto (or each Additional Grantor party thereto) and MSSF (collectively, the “**Trademark Security Agreements**”), which were respectively recorded with the USPTO on

August 28, 2012 at Reel/Frame 4850/0905, on November 14, 2013 at Reel/Frame 5153/0893, on March 17, 2015 at Reel/Frame 5479/0532, on August 18, 2016 at Reel/Frame 5858/0246 on April 25, 2017 at Reel/Frame 6041/0062 and on June 21, 2018 at Reel/Frame 6359/0761;

WHEREAS, pursuant to the Security Agreement, Borrower or Additional Grantors executed and delivered to MSSF (i) that certain Copyright Security Agreement, dated as of August 22, 2012 and (ii) that certain Copyright Security Agreement dated as of March 12, 2015, as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and between Borrower (or an Additional Grantor) and MSSF (collectively, the “**Copyright Security Agreements**”), which were respectively recorded with the United States Copyright Office on August 30, 2012 at Volume 3620 Doc No. 389 and March 18, 2015 at Volume 9920 Doc No. 104; and

WHEREAS, pursuant to that certain Agency Resignation and Appointment Agreement and Amendment No. 9 to Amended and Restated Credit and Guaranty Agreement, dated as of the date hereof (the “**Amendment**”), MSSF has resigned as Administrative Agent and Collateral Agent and has appointed MUFG Bank, Ltd. as the successor Administrative Agent and Union Bank as the successor Collateral Agent pursuant to Section 10.07 of the Credit Agreement.

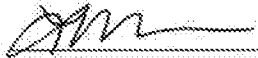
NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree, subject to the terms and conditions set forth in the Amendment, as follows:

1. MSSF hereby irrevocably, absolutely and unconditionally assigns to Union Bank, and Union Bank hereby assumes from MSSF, all of MSSF’s right, title and interest in and to, and MSSF’s obligations under, the Patent Security Agreements, as of the Effective Date, and in connection therewith, the security interest in and Lien on all of MSSF’s right, title and interest in, to and under all Patent Collateral (each such term defined in the Patent Security Agreements), including such Patent Collateral set forth in Schedule I of each of the Patent Security Agreements;
2. MSSF hereby irrevocably, absolutely and unconditionally assigns to Union Bank, and Union Bank hereby assumes from MSSF, all of MSSF’s right, title and interest in and to, and MSSF’s obligations under, the Trademark Security Agreements, as of the Effective Date, and in connection therewith, the security interest in and Lien on all of MSSF’s right, title and interest in, to and under all Trademark Collateral (each such term defined in the Trademark Security Agreements), including such Trademark Collateral set forth in Schedule I of each of the Trademark Security Agreements.
3. MSSF hereby irrevocably, absolutely and unconditionally assigns to Union Bank, and Union Bank hereby assumes from MSSF, all of MSSF’s right, title and interest in and to, and MSSF’s obligations under, the Copyright Security Agreements, as of the Effective Date, and in connection therewith, the security interest in and Lien on all of MSSF’s right, title and interest in, to and under all Copyright Collateral (each such term defined in the Copyright Security Agreements), including such Copyright Collateral set forth in Exhibit A of this Assignment and Assumption.

4. This Assignment and Assumption 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.

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MORGAN STANLEY SENIOR FUNDING, INC.

By:   
Name: Lisa Hanson  
Title: Vice President

*[Assignment and Assumption of Security Interest in Intellectual Property]*

MUFG UNION BANK, N.A., as Collateral Agent

By:

  
Name: Keith Sevigny  
Title: Vice President

*[Assignment and Assumption of Security Interest in Intellectual Property]*

**TRADEMARK**  
**REEL: 006781 FRAME: 0458**



EXHIBIT A

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

<b>Title</b>	<b>Copyright Reg. No.</b>	<b>Date</b>
CY2308 3.3V zero delay buffer.	TX0005374848	2001-09-14
CY2308 3.3V zero delay buffer.	TX0005374849	2001-09-14
Preliminary CY2308 3.3V zero delay buffer.	TX0005374850	2001-09-14
VHDL for programmable logic / Kevin Skahill ; contributors, Jay Legenhausen, Ron Wade, Corey Wilner, Blair Wilson.	TX0004369129	1996-09-13

(B) COPYRIGHT APPLICATIONS

None.

(C) EXCLUSIVE INBOUND U.S. COPYRIGHT LICENSES

None.

Cypress Entities:

Mask Works:

Registration No.	Registration Date	Title	Description	Copyright Claimant
MW0000002944	8/13/1987	7C171A	Multiple Semiconductor Chips + Composite Plot	Cypress Semiconductor
MW0000002595	5/28/1987	7C225	5 Semiconductor Chips + Composite Plot	Cypress Semiconductor
MW0000002943	8/13/1987	7C322	7 Semiconductor Chips + Composite Plot	Cypress Semiconductor
MW0000002594	5/28/1987	7C311B	4 Semiconductor Chips + Composite Plot	Cypress Semiconductor
MW0000004910	5/9/1989	7C331A	4 Semiconductor Chips + Col Composite Plot	Cypress Semiconductor Corporation
MW0000004827	5/26/1989	7C332A	4 Semiconductor Chips + Col Composite Plot	Cypress Semiconductor Corporation
MW0000004780	5/18/1989	7C429B	4 Semiconductor Chips in Housings + Col Composite Plot	Cypress Semiconductor Corporation
MW0000004781	5/23/1989	CY7C601B	4 Semiconductor Chips + Composite Plots	Cypress Semiconductor Corporation

Text Works:

Registration No.	Registration Date	Title	Description	Copyright Claimant
TX0004369129	9/13/1996	VHDL for programmable logic / Kevin Skahill , contributors, Jay Legenhausen, Ron Wade, Corey Wiiner, Blair Wilson	593 p. + computer disk	Cypress Semiconductor Corporation
TX0005374848	9/14/2001	Cypress CY2308 3 3V zero delay buffer/ CY2308 3 3V zero delay buffer	10 pages	Cypress Semiconductor Corporation
TX0005374849	9/14/2001	Cypress CY2308 3 3V zero delay buffer/ CY2308 3 3V zero delay buffer	5 pages	Cypress Semiconductor Corporation
TX0005374850	9/14/2001	Cypress Preliminary CY2308 3 3V zero	4 pages	Cypress Semiconductor Corporation

		delay buffer/ Preliminary CY2308 3 3V zero delay buffer		
TX0007933730	6/27/2014	PSoC Designer 5 4	Electronic file (eService)	Cypress Semiconductor Corporation
TX0007933729	6/27/2014	PSoC Programmer 3 20	Electronic file (eService)	Cypress Semiconductor Corporation

Pending Copyrights:

Type of Work	Registration No.	Registration Date	Title	Names
Literary Work	1-771978432	9/24/2014	PSoC Creator 3 0	Cypress Semiconductor Corporation

Spancion Entities:

COPYRIGHT REGISTRATIONS

Copyright Title	Owner	Registration No. Registration Date
MirrorBit flash family :S29GL : data sheet.	Spancion LLC	TX 6334634 5/3/06
MirrorBit flash family : S29GL-M : data sheet.	Spancion LLC	TX 6334635 5/3/06
MirrorBit flash family : S29GLS12/256/128N : data sheet.	Spancion LLC	TX 6334636 5/3/06

COPYRIGHT APPLICATIONS

None