

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marvell International Ltd.		12/06/2019	Corporation: BERMUDA
RECEIVING PARTY DATA			
Name:	NXP USA, Inc.		
Street Address:	6501 William Cannon Drive West		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78735		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4143102	AVASTAR	
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:	6503465750		
Email:	cynthia@adwerelaw.com		
Correspondent Name:	Cynthia R. Adwere		
Address Line 1:	2625 Middlefield Road #360		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Cynthia R. Adwere		
SIGNATURE:	/cynthia adwere/		
DATE SIGNED:	02/04/2020		
Total Attachments: 5			
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OP \$40.00 4143102

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of December 6, 2019 (the "Effective Date"), by and between:

- (A) Marvell International Ltd., incorporated in Bermuda, with registered address at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda ("Assignor"); and
- (B) NXP USA, Inc., incorporated in Delaware, with registered address at 6501 William Cannon Drive West, Austin, Texas 78735, U.S.A. ("Assignee").

Assignor and Assignee shall be jointly referred to as the "Parties" and each shall be referred to individually as a "Party".

WHEREAS, Assignor holds certain right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Assigned Marks");

WHEREAS, Marvell Technology Group, Ltd., parent company to Assignor, and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 29, 2019 (the "Purchase Agreement"), pursuant to which Assignor sold, assigned, transferred, conveyed and delivered to Assignee all of Assignor's right, title and other interests in and to certain of the assets of Assignor, including the Assigned Marks; and

WHEREAS, the execution and delivery of this Assignment is a condition to the consummation of the transaction made pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver unto Assignee and its successors, assigns and legal representatives Assignor's entire right, title and interest in and to the Assigned Marks (including any common law rights that may exist and are associated therewith) throughout the world, together with the goodwill of the business associated therewith, the same to be held and enjoyed by Assignee, or its successors or permitted assigns, including, without limitation, rights to sue or otherwise claim for past, present or future infringement or other violation thereof.
2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Marks.
3. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in trademark registrations and applications, and title thereto to record Assignee as the owner of any and all rights in and to the Assigned Marks.
4. Other than as expressly set forth in the Purchase Agreement, Assignor shall, at Assignee's reasonable written request and at Assignee's expense, use its commercially reasonable efforts to execute and deliver such additional documents and instruments, and to take, or refrain from taking, such other actions, as may be reasonably required to perfect Assignee's title in and to the Assigned Marks.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

6. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Trademark Assignment by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Marvell International Ltd.

ASSIGNEE:

NXP USA, Inc.

By:  _____

Name: Sherman Taylor

Title: General Manager

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Trademark Assignment by their duly authorized representatives as of the Effective Date.

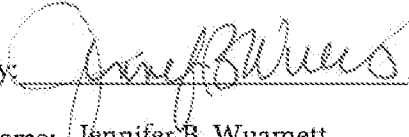
ASSIGNOR:

ASSIGNEE:

Marvell International Ltd.

NXP USA, Inc.

By: _____

By:  _____

Name: _____

Name: Jennifer B. Wuarnett

Title: _____

Title: President and Secretary

Exhibit A

Assigned Marks

Mark	Country	Filing Date	Application No.	Registration Date	Registration No.	Class(es)	Status
AVASTAR	United States	01/06/2010	77/906,400	05/15/2012	4,143,102	09	REGISTERED