

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573103

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MUFG Union Bank, N.A.		04/16/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Cypress Semiconductor Corporation
Street Address:	198 Champion Court
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
Entity Type:	Corporation: DELAWARE
Name:	Spansion LLC
Street Address:	198 Champion Court
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	2142678	ROBOCLOCK
Registration Number:	2167326	CYPRESS
Registration Number:	2284559	MAKING USB UNIVERSAL
Registration Number:	2394590	WARP
Registration Number:	2282797	HOTLINK
Registration Number:	2454862	SOFTUNE
Registration Number:	3059759	NOBL
Registration Number:	2442594	MOBL
Registration Number:	2455127	CYPRESS
Registration Number:	2798316	DELTA39K
Registration Number:	3024825	QDR
Registration Number:	2885898	SPANSION
Registration Number:	2874049	TETRAHUB

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3563346	CAPSENSE
Registration Number:	3749512	POWERPSOC
Registration Number:	4092733	EZ-USB
Registration Number:	3080309	MIRRORBIT
Registration Number:	2901564	SPANSION
Registration Number:	3238109	PERFORM
Registration Number:	3459389	WEST BRIDGE
Registration Number:	3464366	ANTIOCH
Registration Number:	3393347	REALOS
Registration Number:	3925473	DAC ADC PWM TONER COPSENSE MCU UART PGAA
Registration Number:	4021514	CYFI
Registration Number:	4244819	CYPRESS P E R F O R M
Registration Number:	4303938	
Registration Number:	4402480	EASY DESIGNSIM
Registration Number:	4413126	EASY DESIGNSIM
Registration Number:	4334314	PSOC
Registration Number:	5386853	HYPERRAM
Registration Number:	5317347	HYPERBUS
Registration Number:	5271491	HYPERFLASH
Registration Number:	5428641	TRAVEO
Registration Number:	4983971	WICED SENSE
Registration Number:	4847788	WICED
Registration Number:	5829248	EMBEDDED IN TOMORROW
Registration Number:	5740969	MODUSTOOLBOX
Registration Number:	5881230	EXCELON
Serial Number:	86845406	INTERNET OF PLANTS
Serial Number:	86845412	IOP
Serial Number:	86888567	SOLUTIONS THAT JUST WORK
Serial Number:	87022934	HOBTO
Serial Number:	87232745	ENDURAFLEX
Serial Number:	87666432	SEMPER
Serial Number:	88036807	EZ-IOT

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: One Manhattan West
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER: 127110/12

NAME OF SUBMITTER: Ken Kumayama

SIGNATURE: /Ken Kumayama/

DATE SIGNED: 04/22/2020

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

April 16, 2020

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made and executed by MUFG Union Bank, N.A., as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (the “**Collateral Agent**”), in favor of Cypress Semiconductor Corporation (“**Cypress**”), a Delaware corporation, and Spansion LLC, a Delaware limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement.

A. Pursuant to that certain Amended and Restated Pledge and Security Agreement, dated March 12, 2015 (as further amended and/or restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), 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 pledged and granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien of all of its right, title, and interest in, to and under the Collateral.

B. The Collateral Agent entered into an Assignment and Assumption of Security Interest in Intellectual Property, dated as of July 31, 2019, with Morgan Stanley Senior Funding, Inc. as the former collateral agent (“**MSSF**”), whereby MSSF assigned to the Collateral Agent its right, title and interest in and to (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 United States Patent and Trademark Office (“**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. In connection therewith, MSSF also assigned to the Collateral Agent its continuing security interest in and Lien on all of MSSF’s right, title and interest in, to and under all Trademark Collateral (as defined in the Trademark Security Agreements).

C. Cypress executed and delivered to the Collateral Agent that certain Trademark Security Agreement (“**New Security Agreement**”), dated as of July 31, 2019, which was recorded with the USPTO on July 31, 2019, at Reel/Frame 6707/0943, whereby Cypress assigned to the Collateral Agent its continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral (as defined in the New Security Agreement).

D. Each Grantor has requested that the Collateral Agent release its continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the assets set forth in the Trademark Security Agreements and New Security Agreement (the “**Specified IP**”), including those assets listed on Exhibit A hereto.

E. The Collateral Agent agrees to release its continuing security interest in and Lien on all of each Grantor’s right, title and interest in, to and under the Specified IP.

NOW, THEREFORE, for valuable consideration received, by its execution of this Release, the Collateral Agent hereby irrevocably and unconditionally (i) terminates the Trademark Security Agreements and New Security Agreement, (ii) releases its continuing security interest in and Lien on all of each Grantor's right, title and interest in, to and under the Specified IP, and (iii) re-assigns to each Grantor, any right, title or interest the Collateral Agent may have in, to or under the Specified IP, together with the goodwill of the business symbolized thereby, in each case, without representation, warranty or recourse.

THIS RELEASE 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, the undersigned has executed this Release of Security Interest in Trademarks as of the date first written above.

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

By:

Name: Keith Sevigny

Title: Vice President

[Signature Page to Trademark Security Release]

TRADEMARK
REEL: 006921 FRAME: 0233

Exhibit A

[To attach the schedules to the Trademark Security Agreements and New Security Agreement.]

Trademarks

Trademark	App. No.	Reg. No.
ROBOCLOCK	75262963	2142678
CYPRESS	75273455	2167326
MAKING USB UNIVERSAL	75380589	2284559
WARP	75440117	2394590
HOTLINK	75441508	2282797
SOFTUNE	75863747	2454862
NOBL	75918825	3059759
MOBL	76000905	2442594
CYPRESS	76011196	2455127
DELTA39K	76182089	2798316
QDR	76371399	3024825
SPANSION	76518185	2885898
TETRAHUB	76542751	2874049
CAPSENSE	77349372	3563346
POWERPSOC	77777586	3749512
EZ-USB	77896737	4092733
MIRRORBIT	78063726	3080309
SPANSION	78239428	2901564
PERFORM	78571675	3238109
WEST BRIDGE	78647217	3459389
ANTIOCH	78896821	3464366
REALOS	78909065	3393347
DAC ADC PWM TONER COPSENSE MCU UART PGAAMPLIFIER FILTER COMPUTER PSOC SPI USB IC	85083760	3925473
CYFI	85084717	4021514
CYPRESS P E R F O R M	85532171	4244819
Design Only	85532180	4303938
EASY DESIGNSIM	85657369	4402480
EASY DESIGNSIM	85672235	4413126
PSOC	85724854	4334314
HYPERRAM	86189104	5386853
HYPERBUS	86189133	5317347
HYPERFLASH	86189138	5271491
TRAVEO	86283758	5428641
WICED SENSE	86377522	4983971
WICED	86480786	4847788
INTERNET OF PLANTS	86845406	
IOP	86845412	

Trademark	App. No.	Reg. No.
SOLUTIONS THAT JUST WORK	86888567	
EMBEDDED IN TOMORROW	86888573	5829248
HOBTO	87022934	
ENDURAFLEX	87232745	
SEMPER	87666432	
MODUSTOOLBOX	87778102	5740969
SEMPER	87666432	
EZ-IOT	88036807	
EXCELON	88089593	5881230