

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579954

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atmel Corporation		05/29/2020	Corporation: DELAWARE
MicroSemi Corporation		05/29/2020	Corporation: DELAWARE
Microsemi Storage Solutions, Inc.		05/29/2020	Corporation: DELAWARE
Microchip Technology Inc.		05/29/2020	Corporation: DELAWARE
Silicon Storage Technology, Inc.		05/29/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	600 South Fourth Street
Internal Address:	6th Floor
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55415
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 91

Property Type	Number	Word Mark
Registration Number:	5475676	MOTORBENCH
Registration Number:	2200991	OPTOLYZER
Registration Number:	1176995	PIC
Registration Number:	1554466	MICROCHIP
Registration Number:	1906190	KEELOQ
Registration Number:	1932666	PICSTART
Registration Number:	2127732	K
Registration Number:	2272863	MPLAB
Registration Number:	2390711	M
Registration Number:	2488852	FILTERLAB
Registration Number:	2490401	ANYRATE
Registration Number:	2722040	DSPIC
Registration Number:	2867714	DSPIC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2919406	PRECISION EDGE
Registration Number:	3080238	LINKMD
Registration Number:	3567233	HELDO
Registration Number:	3677023	HYPERLIGHT LOAD
Registration Number:	3691024	PIC 32
Registration Number:	3729988	MPLAB
Registration Number:	4255921	MTOUCH
Registration Number:	4284902	THE EMBEDDED CONTROL SOLUTIONS COMPANY
Registration Number:	4556266	QUIET-WIRE
Registration Number:	4552090	ETHERSYNCH
Registration Number:	4617000	CHIPKIT
Registration Number:	4616999	CHIPKIT
Registration Number:	4619553	CLOCKWORKS
Registration Number:	4712668	HYPER SPEED CONTROL
Registration Number:	4756280	INTELLIMOS
Registration Number:	5205284	SUPERSWITCHER
Registration Number:	1648039	IDIC
Registration Number:	2164517	DATAFLASH
Registration Number:	2601053	CACHE LOGIC
Registration Number:	2742306	FPSLIC
Registration Number:	2900141	LOGIC DOUBLING
Registration Number:	4844537	ATMEL
Registration Number:	1526686	ATMEL
Registration Number:	2891156	AVRFREAKS
Registration Number:	2166210	AVR
Registration Number:	2180449	AVR STUDIO
Registration Number:	2296708	MEGAAVR
Registration Number:	2583686	PROCHIP DESIGNER
Registration Number:	2625572	CRYPTOMEMORY
Registration Number:	2872181	TINYAVR
Registration Number:	2875390	MEGAAVR
Registration Number:	2875391	STK
Registration Number:	2944831	CRYPTORF
Registration Number:	3075678	AVR
Registration Number:	3201937	ATMEL
Registration Number:	3267940	ATMEL
Registration Number:	3330658	SAM-BA
Registration Number:	3552071	QTOUCH

Property Type	Number	Word Mark
Registration Number:	3651724	PICOPOWER
Registration Number:	3807495	XMEGA
Registration Number:	3981998	MAXTOUCH
Registration Number:	4261667	MAXTOUCH
Registration Number:	4272527	MAXTOUCH
Registration Number:	4373777	XSENSE
Registration Number:	4393081	MAXCHARGER
Registration Number:	4581576	MAXFUSION
Registration Number:	4773192	MAXSTYLUS
Registration Number:	1778284	SUPERFLASH
Registration Number:	1783306	SST
Registration Number:	2421705	FLASHFLEX
Registration Number:	3019668	SST
Registration Number:	2166537	POWER MOS V
Registration Number:	2296881	THUNDERBOLT IGBT
Registration Number:	2552196	POWER MOS 7
Registration Number:	2683474	POWER MOS IV
Registration Number:	2856178	POWERMITE 3
Registration Number:	2962199	T-MAX
Registration Number:	3177332	MMSM
Registration Number:	3400428	
Registration Number:	4339595	MICROSEMI
Registration Number:	4804750	I2MOS
Registration Number:	4849229	QUANTUM
Registration Number:	1753737	APT
Registration Number:	2335792	MICROSEMI
Registration Number:	2603685	APT
Registration Number:	4616039	MICROSEMI
Registration Number:	2678960	TEMUX
Registration Number:	3264632	PMC-SIERRA
Registration Number:	5582496	FLASHTEC
Registration Number:	1671656	ADAPTEC
Registration Number:	2190349	TACHYON
Registration Number:	3004768	ACTIPHY
Registration Number:	3230420	PMC
Registration Number:	3289566	PMC
Serial Number:	87653515	SMART CONNECTED SECURE
Serial Number:	87740795	POWERSMART

Property Type	Number	Word Mark
Serial Number:	87653500	SMART CONNECTED SECURE
Serial Number:	87624204	SWITCHTEC

CORRESPONDENCE DATA

Fax Number: 2124552502
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: 2124553762
Email: jnull@stblaw.com
Correspondent Name: Alysha Sekhon
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/2920
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	06/05/2020

Total Attachments: 7

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THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS is subject to the terms and provisions of the Intercreditor Agreement, dated as of May 29, 2018 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among JPMorgan Chase Bank, N.A., as authorized representative for the Credit Agreement Secured Parties referred to therein and Wells Fargo Bank, National Association, as authorized representative for the Notes Secured Parties referred to therein, and each of the other Parties referred to therein.

GRANT OF SECURITY INTEREST IN
TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the “Agreement”), dated as of May 29, 2020, made by MICROCHIP TECHNOLOGY INCORPORATED, a Delaware corporation, together with the parties listed on the signature pages hereof (each a “Grantor”, and collectively the “Grantors”), in favor of Wells Fargo Bank, National Association, a national banking association, with an address at 600 South Fourth Street, 6th Floor, Minneapolis, Minnesota 55415, Attn: Corporate Trust Services-Microchip Administrator, as Notes Collateral Agent (in such capacity, the “Notes Collateral Agent”) for the holders of the Notes issued under the Indenture, dated as of May 29, 2020, for the Grantor’s 2.670% Senior Secured Notes due 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), among Microchip Technology Incorporated, a Delaware corporation (“Issuer”), the subsidiary guarantors listed on the signature pages thereto and Wells Fargo Bank, National Association, as Trustee and Notes Collateral Agent.

WHEREAS, pursuant to the Indenture, the Issuer and certain other Grantors (as defined in the Security Agreement) have executed and delivered a Pledge and Security Agreement, dated as of May 29, 2020, in favor of the Notes Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Notes Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Collateral, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants to the Notes Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to all Trademarks (other than Excluded Assets) now owned or anytime hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule hereto) (collectively, the “Collateral”).

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Notes Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and

conditions thereof. The Security Agreement (and all rights and remedies of the Notes Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Notes Collateral Agent, for the benefit of the Secured Parties, with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. This Security Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the UCC (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

6. The Notes Collateral Agent. The Notes Collateral Agent shall be entitled to all rights, privileges, immunities and protections set forth in the Notes Documents with respect to any matter arising under this Agreement as though fully set forth herein.

[Remainder of page intentionally blank; signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MICROCHIP TECHNOLOGY INCORPORATED,
as a Grantor

By: J. Eric Bjornholt
Name: J. Eric Bjornholt
Title: Senior Vice President and Chief Financial Officer

SILICON STORAGE TECHNOLOGY, INC.,
as a Grantor

By: J. Eric Bjornholt
Name: J. Eric Bjornholt
Title: Chief Financial Officer

ATMEL CORPORATION,
as a Grantor

By: J. Eric Bjornholt
Name: J. Eric Bjornholt
Title: Vice President and Chief Financial Officer

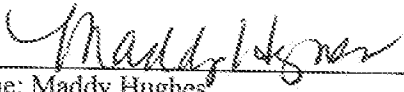
MICROSEMI CORPORATION,
as a Grantor

By: J. Eric Bjornholt
Name: J. Eric Bjornholt
Title: Chief Financial Officer

MICROSEMI STORAGE SOLUTIONS, INC.,
as a Grantor

By: J. Eric Bjornholt
Name: J. Eric Bjornholt
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Maddy Hughes
Title: Vice President

SCHEDULE A

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Registration Date	Registration Number
Microchip Technology Inc.	MOTORBENCH	2018-05-22	5475676
Microchip Technology Inc.	OPTOLYZER	1998-11-03	2200991
Microchip Technology Inc.	PIC	1981-11-10	1,176,995
Microchip Technology Inc.	MICROCHIP and M DESIGN	1989-09-05	1,554,466
Microchip Technology Inc.	KEELOQ	1995-07-18	1,906,190
Microchip Technology Inc.	PICSTART	1995-11-07	1,932,666
Microchip Technology Inc.	K design	1998-01-06	2,127,732
Microchip Technology Inc.	MPLAB	1999-08-24	2,272,863
Microchip Technology Inc.	M DESIGN - new	2000-10-03	2,390,711
Microchip Technology Inc.	FilterLAB	2001-09-11	2,488,852
Microchip Technology Inc.	AnyRate	2001-09-18	2490401
Microchip Technology Inc.	dsPIC	2003-06-03	2,722,040
Microchip Technology Inc.	dsPIC	2004-07-27	2,867,714
Microchip Technology Inc.	Precision Edge	2005-01-18	2919406
Microchip Technology Inc.	LINKMD	2006-04-11	3080238
Microchip Technology Inc.	Heldo	2009-01-27	3567233
Microchip Technology Inc.	HyperLight Load	2009-09-01	3677023
Microchip Technology Inc.	PIC32	2009-10-06	3,691,024
Microchip Technology Inc.	MPLAB	2009-12-22	3,729,988
Microchip Technology Inc.	mTouch	2012-12-11	4,255,921
Microchip Technology Inc.	THE EMBEDDED CONTROL SOLUTIONS COMPANY	2013-02-05	4,284,902
Microchip Technology Inc.	QUIET-WIRE	2014-06-24	4556266
Microchip Technology Inc.	ETHERSYNCH	2014-07-17	4552090
Microchip Technology Inc.	chipKIT	2014-10-07	4,617,000
Microchip Technology Inc.	chipKIT	2014-10-07	4,616,999
Microchip Technology Inc.	Clockworks	2014-10-14	4619553
Microchip Technology Inc.	Hyper Speed Control	2015-03-31	4712668
Microchip Technology Inc.	IntelliMOS	2015-06-16	4756280
Microchip Technology Inc.	SUPERSWITCHER	2017-05-16	5205284
Atmel Corporation	IDIC	1991-06-18	1,648,039
Atmel Corporation	DATAFLASH	1998-06-09	2164517
Atmel Corporation	CACHE LOGIC	2002-07-30	2,601,053
Atmel Corporation	FPSLIC	2003-07-29	2742306
Atmel Corporation	LOGIC DOUBLING	2004-11-02	2900141
Atmel Corporation	ATMEL (Logo) (New)	2015-11-03	4844537
Atmel Corporation	ATMEL	1989-02-28	1526686
Atmel Corporation	AVRFREAKS	1998-06-16	2891156
Atmel Corporation	AVR (Stylized)	1998-06-16	2166210

Atmel Corporation	AVR STUDIO	1998-08-11	2180449
Atmel Corporation	MEGA AVR (Stylized)	1999-11-30	2296708
Atmel Corporation	PROCHIP DESIGNER	2002-06-18	2583686
Atmel Corporation	CRYPTOMEMORY	2002-09-24	2625572
Atmel Corporation	TINY AVR	2004-08-10	2872181
Atmel Corporation	MEGA AVR	2004-08-17	2875390
Atmel Corporation	STK	2004-08-17	2875391
Atmel Corporation	CRYPTORF	2005-04-26	2944831
Atmel Corporation	AVR	2006-04-04	3075678
Atmel Corporation	ATMEL	2007-01-23	3201937
Atmel Corporation	ATMEL	2007-07-24	3267940
Atmel Corporation	SAM-BA	2007-11-06	3330658
Atmel Corporation	QTOUCH	2008-12-23	3552071
Atmel Corporation	PICOPOWER	2009-07-07	3651724
Atmel Corporation	XMEGA	2010-06-22	3807495
Atmel Corporation	MAXTOUCH	2011-06-21	3981998
Atmel Corporation	MAXTOUCH	2012-12-18	4261667
Atmel Corporation	MAXTOUCH	2013-01-08	4272527
Atmel Corporation	XSENSE	2013-07-23	4373777
Atmel Corporation	MAXCHARGER	2013-08-27	4393081
Atmel Corporation	MAXFUSION	2014-08-05	4581576
Atmel Corporation	MAXSTYLUS	2015-07-14	4773192
Silicon Storage Technology, Inc.	SUPERFLASH	1993-06-22	1,778,284
Silicon Storage Technology, Inc.	SST & DESIGN	1993-07-20	1,783,306
Silicon Storage Technology, Inc.	FLASHFLEX	2001-01-16	2,421,705
Silicon Storage Technology, Inc.	SST	2005-11-29	3,019,668
MicroSemi Corporation	POWER MOS V	1998-06-16	2166537
Microsemi Corporation	Thunderbolt IGBT	1999-11-30	2296881
MicroSemi Corporation	POWER MOS 7	2002-03-26	2552196
MicroSemi Corporation	POWER MOS IV	2003-02-04	2683474
MicroSemi Corporation	POWERMITE 3	2004-06-22	2856178
Microsemi Corporation	T-MAX	2005-06-14	2962199
Microsemi Corporation	MMSM	2006-11-28	3177332
MicroSemi Corporation	(Design only)	2008-03-25	3400428
MicroSemi Corporation	Microsemi and Design	2013-05-21	4339595
Microsemi Corporation	I2MOS	2015-09-01	4804750
Microsemi Corporation	QUANTUM	2015-11-10	4849229
MicroSemi Corporation	APT	1993-02-23	1753737
MicroSemi Corporation	Microsemi	2000-03-28	2,335,792
MicroSemi Corporation	APT	2002-08-06	2603685
MicroSemi Corporation	Microsemi	2014-10-07	4,616,039
Microsemi Storage Solutions, Inc.	TEMUX	2003-01-21	2678960

Microsemi Storage Solutions, Inc.	PMC-SIERRA	2007-07-17	3264632
Microsemi Storage Solutions, Inc.	FLASHTEC	2018-10-09	5582496
Microsemi Storage Solutions, Inc.	ADAPTEC	1992-01-14	1,671,656
Microsemi Storage Solutions, Inc.	TACHYON	1998-09-22	2,190,349
Microsemi Storage Solutions, Inc.	ACTIPHY	2005-10-04	3,004,768
Microsemi Storage Solutions, Inc.	PMC (STYLIZED)	2007-04-17	3,230,420
Microsemi Storage Solutions, Inc.	PMC	2007-09-11	3,289,566

Grantor	Trademark	Application Date	Application Number
Microchip Technology Inc.	SMART CONNECTED SECURE (Sylized)	2017-10-20	87653515
Microchip Technology Inc.	POWERSMART	2018-01-02	87740795
Microchip Technology Inc.	SMART CONNECTED SECURE	2019-10-20	87653500
Microsemi Storage Solutions, Inc.	SWITCHTEC	2017-09-27	87624204