

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600614

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Allegro MicroSystems, LLC		09/30/2020	Limited Liability Company: DELAWARE
Voxtel, LLC		09/30/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	National Banking Association: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3017500	ALLEGRO MICROSYSTEMS, LLC	
<b>Registration Number:</b>	2921953	ALLEGRO	
<b>Registration Number:</b>	2248190	SATLINGTON	
<b>Registration Number:</b>	5175209	A	
<b>Registration Number:</b>	5449137	A	
<b>Registration Number:</b>	5454193	A	
<b>Registration Number:</b>	5743315	AXMR	
<b>Registration Number:</b>	5898940	ALLEGRO MICROSYSTEMS	
<b>Registration Number:</b>	5898942	ALLEGRO MICROSYSTEMS	
<b>Registration Number:</b>	5872580	ALLEGRO MICROSYSTEMS	
<b>Registration Number:</b>	5872581	ALLEGRO MICROSYSTEMS	
<b>Registration Number:</b>	5129595	TIMESPOT	
<b>Serial Number:</b>	88943815	QUIETMOTION	
<b>Serial Number:</b>	88946191	QUIETMOTION EFFICIENCY WITH EASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		

OP \$365.00 3017500

**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:** 202-370-4756  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Jay daSilva  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1272300 TM D
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<b>NAME OF SUBMITTER:</b>	Christian Craft
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<b>SIGNATURE:</b>	/Christian Craft/
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<b>DATE SIGNED:</b>	10/01/2020
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TERM LOAN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of September 30, 2020, is made by ALLEGRO MICROSYSTEMS, LLC, a Delaware limited liability company, and VOXTEL, LLC, a Delaware limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Term Loan Security Agreement, dated as of September 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of each Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

**ALLEGRO MICROSYSTEMS, LLC**, a Delaware limited liability company

By:   
Name: Paul Walsh  
Title: Chief Financial Officer

**VOXTEL, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Gary Pepka  
Title: Secretary

[SIGNATURE PAGE TO TERM LOAN TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

**ALLEGRO MICROSYSTEMS, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Paul Walsh  
Title: Chief Financial Officer

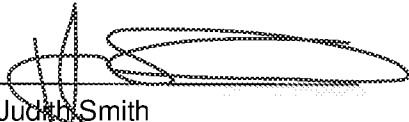
**VOXTEL, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
DocuSigned by:  
*Gary Pepka*  
Name: Gary Pepka  
Title: Secretary

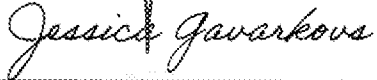
Accepted and Agreed:

Credit Suisse AG, Cayman Islands Branch, as Collateral Agent

By: \_\_\_\_\_

  
Name: Judith Smith  
Title: Authorized Signatory

By: \_\_\_\_\_

  
Name: Jessica Gavarkovs  
Title: Authorized Signatory

[SIGNATURE PAGE TO TERM LOAN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007066 FRAME: 0369**

SCHEDULE A

[TO BE ATTACHED]



TRADEMARKS

Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Expiration Date	Grantor
ALLEGRO MICROSYSTEMS, LLC AND DESIGN	Registered	78/403,909	4/19/2004	3,017,500	11/22/2005	11/22/2025	Allegro MicroSystems, LLC
ALLEGRO	Registered	76/446,509	9/3/2002	2,921,953	2/1/2005	2/1/2025	Allegro MicroSystems, LLC
SATLINGTON	Registered	75/311,248	6/18/1997	2,248,190	5/25/1999	5/25/2029	Allegro MicroSystems, LLC
Stylized A Outline & Design	Registered	87/089,059	6/30/2016	5,175,209	4/4/2017	4/2/2027	Allegro MicroSystems, LLC
Stylized A & Design (B/W)	Registered	87/089,702	6/30/2016	5,449,137	4/17/2018	4/17/2028	Allegro MicroSystems, LLC
Stylized A & Design (Color)	Registered	87/089,850	6/30/2016	5454193	4/24/2018	4/24/2028	Allegro MicroSystems, LLC
AxMR & Design	Registered	87/893,087	4/24/2018	5,743,315	5/7/2019	5/7/2029	Allegro MicroSystems, LLC
Updated ALLEGRO Microsystems Logo (Black/White)	Registered	88/258,627	1/11/2019	5,898,940	10/29/2019	10/29/2029	Allegro MicroSystems, LLC
ALLEGRO MICROSYSTEMS AND DESIGN (COLOR - New Logo)	Registered	88/258,863	1/11/2019	5,898,942	10/29/2019	10/29/2029	Allegro MicroSystems, LLC
Updated Vericle ALLEGRO Microsystems Logo (Black/White) Class 42	Pending	88/343,229	3/17/2019	5,872,580	10/1/2019	10/1/2029	Allegro MicroSystems, LLC
Vericle ALLEGRO Microsystems Logo (Color) Class 42	Registered	88/343,242	3/17/2019	5,872,581	10/1/2019	10/1/2029	Allegro MicroSystems, LLC
QUIETMOTION	Registered	88/943,815	6/02/2020				Allegro MicroSystems, LLC
QUIETMOTION EFFICIENCY WITH EASE	Registered	88/946,191	6/03/2020				Allegro MicroSystems, LLC
TIMESPOT	Registered	86/545,355	2/25/2015	5,129,595	1/21/2017		Voxtel, LLC

TRADEMARK