

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616603

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Microchip Technology Incorporated		12/17/2020	Corporation: DELAWARE
Silicon Storage Technology, Inc.		12/17/2020	Corporation: CALIFORNIA
Atmel Corporation		12/17/2020	Corporation: DELAWARE
Microsemi Corporation		12/17/2020	Corporation: DELAWARE
Microsemi Storage Solutions, Inc.		12/17/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	600 South Fourth Street
Internal Address:	CTSO MAIL OPERATIONS, 7th Floor
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55415
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 96

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

CH \$2415.00 5475676

Property Type	Number	Word Mark
Registration Number:	2867714	DSPIC
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

Property Type	Number	Word Mark
Registration Number:	3552071	QTOUCH
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
Registration Number:	6059485	CRYPTOAUTOMOTIVE

Property Type	Number	Word Mark
Registration Number:	4190631	AGILESWITCH
Registration Number:	6060637	SWITCHTEC
Serial Number:	87653515	SMART CONNECTED SECURE
Serial Number:	87740795	POWERSMART
Serial Number:	87653500	SMART CONNECTED SECURE
Serial Number:	88820601	PICOPOWER
Serial Number:	88958114	M MICROCHIP SHIELDS UP
Serial Number:	88099793	M MICROCHIP

CORRESPONDENCE DATA

Fax Number:

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: 509335/3097

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 12/24/2020

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 December 17, 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 CTSO Mail Operations, 600 South Fourth Street, 7th Floor, Minneapolis, Minnesota 55415, Attn: Corporate Trust Services-Microchip Technology Incorporated 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 December 17, 2020, for the Grantor’s 0.972% Senior Secured Notes due 2024 (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 December 17, 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 A 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 December 17, 2020.

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

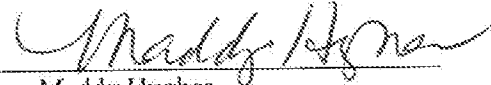
MICROSEMI STORAGE SOLUTIONS, INC.,
as a Grantor

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007146 FRAME: 0102

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 

Name: Maddy Hughes

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007146 FRAME: 0103

SCHEDULE A

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Registration Date	Registration Number
Microchip Technology Incorporated	MOTORBENCH	2018-05-22	5475676
Microchip Technology Incorporated	OPTOLYZER	1998-11-03	2200991
Microchip Technology Incorporated	PIC	1981-11-10	1176995
Microchip Technology Incorporated	MICROCHIP and M DESIGN	1989-09-05	1554466
Microchip Technology Incorporated	KEELOQ	1995-07-18	1906190
Microchip Technology Incorporated	PICSTART	1995-11-07	1932666
Microchip Technology Incorporated	K design	1998-01-06	2127732
Microchip Technology Incorporated	MPLAB	1999-08-24	2272863
Microchip Technology Incorporated	M DESIGN - new	2000-10-03	2390711
Microchip Technology Incorporated	FilterLAB	2001-09-11	2488852
Microchip Technology Incorporated	AnyRate	2001-09-18	2490401
Microchip Technology Incorporated	dsPIC	2003-06-03	2722040
Microchip Technology Incorporated	dsPIC	2004-07-27	2867714
Microchip Technology Incorporated	Precision Edge	2005-01-18	2919406
Microchip Technology Incorporated	LINKMD	2006-04-11	3080238
Microchip Technology Incorporated	Heldo	2009-01-27	3567233
Microchip Technology Incorporated	HyperLight Load	2009-09-01	3677023
Microchip Technology Incorporated	PIC32	2009-10-06	3691024
Microchip Technology Incorporated	MPLAB	2009-12-22	3729988
Microchip Technology Incorporated	mTouch	2012-12-11	4255921
Microchip Technology Incorporated	THE EMBEDDED CONTROL SOLUTIONS COMPANY	2013-02-05	4284902
Microchip Technology Incorporated	QUIET-WIRE	2014-06-24	4556266
Microchip Technology Incorporated	ETHERSYNCH	2014-07-17	4552090

Microchip Technology Incorporated	chipKIT	2014-10-07	4617000
Microchip Technology Incorporated	chipKIT	2014-10-07	4616999
Microchip Technology Incorporated	Clockworks	2014-10-14	4619553
Microchip Technology Incorporated	Hyper Speed Control	2015-03-31	4712668
Microchip Technology Incorporated	IntelliMOS	2015-06-16	4756280
Microchip Technology Incorporated	SUPERSWITCHER	2017-05-16	5205284
Atmel Corporation	IDIC	1991-06-18	1648039
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	TINYAVR	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	1778284
Silicon Storage Technology, Inc.	SST & DESIGN	1993-07-20	1783306
Silicon Storage Technology, Inc.	FLASHFLEX	2001-01-16	2421705
Silicon Storage Technology, Inc.	SST	2005-11-29	3019668

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	1671656
Microsemi Storage Solutions, Inc.	TACHYON	1998-09-22	2190349
Microsemi Storage Solutions, Inc.	ACTIPHY	2005-10-04	3004768
Microsemi Storage Solutions, Inc.	PMC (STYLIZED)	2007-04-17	3230420
Microsemi Storage Solutions, Inc.	PMC	2007-09-11	3289566
Microchip Technology Incorporated	CRYPTOAUTOMOTIVE	2020-05-19	6059485
Microchip Technology Incorporated	AGILESWITCH	2012-08-14	4190631
Microsemi Storage Solutions, Inc.	SWITCHTEC	2020-05-19	6060637

Grantor	Trademark	Application Date	Application Number
Microchip Technology Incorporated	SMART CONNECTED SECURE (Sylized)	2017-10-20	87653515
Microchip Technology Incorporated	POWERSMART	2018-01-02	87740795
Microchip Technology Incorporated	SMART CONNECTED SECURE	2019-10-20	87653500
Atmel Corporation	PICOPOWER	2020-03-04	88820601
Microchip Technology Incorporated	M MICROCHIP SHIELDS UP	2020-06-10	88958114
Microchip Technology Incorporated	M MICROCHIP	2018-08-30	88099793