

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TechInsights Inc.		11/09/2021	Corporation: ONTARIO
VLSI Research Inc.		11/09/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	800 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3989394	CHIPWORKS	
Registration Number:	3800820	ICWORKS	
Registration Number:	2820634	PATENT SOLUTIONS	
Registration Number:	1824737	CHIPWORKS	
Registration Number:	1654669	SEMICONDUCTOR INSIGHTS INC.	
Serial Number:	86868610	PROVING PATENT VALUE	
Serial Number:	86545295	CIRCUITVISION	
Registration Number:	3067603	TECHINSIGHTS	
Registration Number:	3812621	TECHINSIGHTS	
Registration Number:	3748339	TECHINSIGHTS	
Registration Number:	3751223	TECHINSIGHTS	
Registration Number:	2631759	THE CHIP INSIDER	
Registration Number:	2015505	10 BEST VLSIRESEARCH SUPPLIERS CUSTOMERS	
Serial Number:	88559880	CHIPCHIRPS	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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>			

CH \$365.00 3989394

Phone: 9498527792
Email: ipprosecution@orrick.com, vsantos@orrick.com
Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 1: 2050 Main Street, Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER: 35421.50

NAME OF SUBMITTER: Victor Santos

SIGNATURE: /Victor Santos/

DATE SIGNED: 11/10/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 9, 2021 (this “**Trademark Security Agreement**”), by TechInsights Inc. and VLSI Research Inc. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a U.S. Security Agreement, dated as of November 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, domain names, fictitious business names, and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and applications filed in connection therewith, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks, including the Trademarks of such Grantor listed on Schedule I attached hereto; (b) all goodwill connected with the use of and symbolized thereby; (c) all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world; (d) all income, fees, royalties, damages, claims, warranties, causes of action and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof; (e) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Grantor and (g) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge,

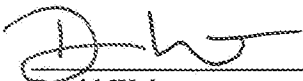
and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Trademark Security Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Trademark Security Agreement using an electronic signature, it is signing, adopting and accepting this Trademark Security Agreement and that signing this Trademark Security Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Trademark Security Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Trademark Security Agreement in a usable format.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

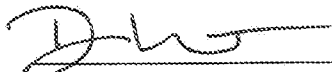
TECHINSIGHTS INC.

By: 
Name: David Wein
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007490 FRAME: 0465

VLSI RESEARCH INC.

By: 
Name: David Wein
Title: Vice President

CAPITAL ONE, NATIONAL ASSOCIATION,
as the Administrative Agent



By: _____
Name: Charlie Trisiripisal
Title: Duly Authorized Signatory

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

Owner	Mark/Name	Registration No.
TechInsights Inc.	CHIPWORKS and Design	3989394
TechInsights Inc.	ICWORKS	3800820
TechInsights Inc.	PATENT SOLUTIONS	2820634
TechInsights Inc.	CHIPWORKS	1824737
TechInsights Inc.	SEMICONDUCTOR INSIGHTS INC.	1654669
TechInsights Inc.	PROVING PATENT VALUE	86868610
TechInsights Inc.	CIRCUITVISION	86545295
TechInsights Inc.	TECHINSIGHTS	3067603
TechInsights Inc.	TECHINSIGHTS	3812621
TechInsights Inc.	TECHINSIGHTS	3748339
TechInsights Inc.	TECHINSIGHTS	3751223
TechInsights Inc.	CIRCUITVISION	5510651
TechInsights Inc.	PROVING PATENT VALUE	5668033
VLSI Research, Inc.	The Chip Insider	2631759
VLSI Research, Inc.	10 BEST VLSIRESEARCH SUPPLIERS CUSTOMERSATISFACTION	2015505
VLSI Research, Inc.	ChipChirps	88559880

Applications:

None.