

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689430

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MICROCHIP TECHNOLOGY INCORPORATED		11/17/2021	Corporation: DELAWARE
ATMEL CORPORATION		11/17/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT
Street Address:	600 SOUTH FOURTH STREET
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55415
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6059485	CRYPTOAUTOMOTIVE
Registration Number:	4190631	AGILESWITCH
Registration Number:	1769839	TRUETIME
Registration Number:	2650743	LIBERO
Registration Number:	6255517	M MICROCHIP SHIELDS UP
Serial Number:	88820601	PICOPOWER
Serial Number:	88099793	M MICROCHIP
Serial Number:	90390370	AGILESWITCH

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: ksolomon@stblaw.com

Correspondent Name: ALYSHA SEKHON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

TRADEMARK

ATTORNEY DOCKET NUMBER:	509265/2114
NAME OF SUBMITTER:	ALYSHA SEKHON
SIGNATURE:	/AS/
DATE SIGNED:	11/19/2021

Total Attachments: 5

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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 November 17, 2021, 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 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 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.

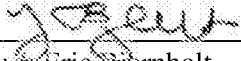
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, e-mailed .pdf or any other electronic means 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 November 17, 2021.

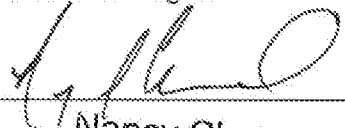
MICROCHIP TECHNOLOGY INCORPORATED,
as a Grantor

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

ATMEL CORPORATION,
as a Grantor

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

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: _____
Title: Nancy Chouanard
Vice President

[Signature Page to Bringdown Trademark Security Agreement May 2020]

SCHEDULE A

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Registration Date	Registration Number
Microchip Technology Incorporated	CRYPTOAUTOMOTIVE	2020-05-19	6059485
Microchip Technology Incorporated	AGILESWITCH	2012-08-14	4190631
Microchip Technology Incorporated	TRUETIME	1993-05-11	1769839
Microchip Technology Incorporated	Libero	2002-11-12	2650743
Microchip Technology Incorporated	M MICROCHIP SHIELDS UP	2021-01-26	6255517

Grantor	Trademark	Application Date	Application Number
Atmel Corporation	PICOPOWER	2020-03-04	88820601
Microchip Technology Incorporated	M MICROCHIP	2018-08-30	88099793
Microchip Technology Incorporated	AGILESWITCH Logo	2020-12-17	90390370