TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM787748

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest Previously Recorded at Reel/Frame (5924/0010)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HSBC BANK USA, NATIONAL ASSOCIATION, as Resigning Agent		02/10/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Successor Agent
Street Address:	10 South Dearborn
Internal Address:	Floor L2
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark			
Registration Number:	0841159	ALPAC			
Registration Number:	3932842	ECOSPEED			
Registration Number:	3071448	ECLAMP			
Registration Number:	3159358	EMICLAMP			
Registration Number:	1502918	ISOPAC			
Registration Number:	4790600	LORA			
Registration Number:	4952515	LORA			
Registration Number:	3174482	MICROCLAMP			
Registration Number:	2580232	POWER IT - PROTECT IT - CONNECT IT			
Registration Number:	2286179	RAILCLAMP			
Registration Number:	3036260	RCLAMP			
Registration Number:	3680495	SEMPULSE			
Registration Number:	2436706	S			
Registration Number:	4869099	S			
Registration Number:	3014916	SEMTECH			
Registration Number:	4865262	SEMTECH			

TRADEMARK

REEL: 007974 FRAME: 0875 900751149

Registration Number:	0841161	CLINADAC				
		SLIMPAC				
Registration Number:	3149117	TCLAMP				
Registration Number:	3785791	TOPSYNC				
Registration Number:	3288474	TRANSCLAMP				
Registration Number:	3046613	μCLAMP				
Registration Number:	4211584	X-EMI				
Registration Number:	4100500	ACTIVECONNECT				
Registration Number:	3921556	AVIIA				
Registration Number:	4002637	CLOCKCLEANER				
Registration Number:	3197997	GEN-CLOCKS				
Registration Number:	2339501	GENLINX				
Registration Number:	1572980	GENNUM				
Registration Number:	4222461	ENVERV				
Registration Number:	4226302	ENVERV				
Registration Number:	3825803	GLOJOY				
Registration Number:	3800904	NANOSCRIT				
Registration Number:	3738356	NANOSMART				
Registration Number:	3759943	TRIUNE SYSTEMS				
Registration Number:	4091741	CERVITOUCH				
Registration Number:	4143134	MPPT-LITE				
Serial Number:	86931815	A WORLD OF SOLUTIONS				
Serial Number:	86931816	A WORLD OF SOLUTIONS				
Serial Number:	86478322	FEMTOBOOST				
Serial Number:	86478361	FEMTOBUCK				
Serial Number:	86478371	FEMTOPOWER				
Serial Number:	86478375	FEMTOSWITCH				
Serial Number:	86720523	FEMTOCLAMP				
Serial Number:	86852459	HCLAMP				
Serial Number:	86958832	HOTSWITCH				
	86576751	LORA ALLIANCE CERTIFIED				
	86576753	LORA ALLIANCE CERTIFIED				
	86958733	LORAWAN				
	87150265	LORACERT				
	87150259	LORACERT				
	86958720	LORAWAN				
	87002217	LORAWAN				
	87091575	LR24				
Serial Number:	86720525	PCLAMP				

Property Type	Number	Word Mark
Serial Number:	86665182	NEO-ISO
Serial Number:	86720541	TRENCHCAP

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: 2124552592
Email: jmull@stblaw.com
Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2423
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	02/17/2023

Total Attachments: 17

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Security Interest Assignment"), dated as of February 10, 2023, is made by HSBC BANK USA, NATIONAL ASSOCIATION, in its capacity as the resigning administrative agent (the "Resigning Agent"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as the successor administrative agent (the "Successor Agent").

WHEREAS, reference is made to (i) the Amended and Restated Credit Agreement dated as of November 15, 2016 (as amended, modified, supplemented or restated from time to time, the "Credit Agreement," which Credit Agreement amended and restated in its entirety the Credit Agreement dated as of May 2, 2013, as amended, supplemented or otherwise previously modified), by and among inter alios, Semtech Corporation, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Borrower, as guarantors (the "Guarantors"), the several financial institutions party thereto as Lenders, and HSBC Bank USA, National Association, in its separate capacities as Administrative Agent, for the benefit of the Secured Parties, and as Swing Line Lender and L/C Issuer, and (ii) the Amended and Restated Security Agreement dated as of November 15, 2016 (as amended, modified, supplemented or restated from time to time, the "Security Agreement," which Security Agreement amended and restated in its entirety the Security Agreement dated as of May 2, 2013, as amended, supplemented or otherwise modified) by and among the Borrower, Sierra Monolithics, Inc., a California corporation ("SMI"), Semtech EV, Inc., a California corporation ("SEV"), Triune Systems, L.L.C., a Texas limited liability company ("Triune Systems"), Triune IP, LLC, a Texas limited liability company ("Triune IP" and, together with the Borrower, SMI, SEV, and Triune Systems, the "Assignors" and each an "Assignor"), each of the other Guarantors party to the Credit Agreement, and the Resigning Agent, as Administrative Agent for the benefit of the Secured Parties;

WHEREAS, in connection with the Credit Agreement and the Security Agreement, Resigning Agent is a party to that certain Amended and Restated Grant of Security Interest (Trademarks) dated as of November 15, 2016 (the "<u>Trademark Security Agreement</u>") with the Assignors, and such Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "<u>PTO</u>") on November 17, 2016 at Reel/Frame: 5924/0010;

WHEREAS, the Trademark Security Agreement amended and restated, and collectively superseded and replaced in their entirety, each of (a) the Grant of Security Interest (Trademarks) dated as of May 2, 2013 by Borrower, Semtech New York Corporation, a Delaware corporation, and SMI in favor of the Resigning Agent, recorded with the PTO on May 2, 2013 on Reel 5020 at Frame 0298 (as Document No. 900254254), as the same has been supplemented and modified to the date hereof, including by the Supplement to Grant of Security Interest (Trademarks) dated as of May 13, 2015 and recorded with the PTO on May 28, 2015 on Reel 5524 at Frame 0611 (as Document No. 900325912), the Supplement to Grant of Security Interest (Trademarks) dated as of July 9, 2015 and recorded with the USPTO on July 21, 2015 on Reel 5581 at Frame 0802 (as Document 900331850), and the Supplement to Grant of Security Interest (Trademarks) dated as of May 1, 2016 and recorded with the PTO on July 15, 2016 on Reel 5835 at Frame 0335 (as Document 900371484), (b) the Grant of Security Interest (Trademarks) dated as of May 13, 2015, by SEV in favor of the Resigning Agent, recorded with the PTO on May 28, 2015 on Reel 5524 at Frame 0590 (as Document No. 900325908), as the same has been supplemented and modified to the date hereof, (c) the Grant of Security Interest (Trademarks) dated as of May 13, 2015, by

Triune Systems in favor of the Resigning Agent, recorded with the PTO on May 28, 2015 on Reel 5524 at Frame 0604 (as Document No. 900325911), as the same has been supplemented and modified to the date hereof, and (d) the Grant of Security Interest (Trademarks) dated as of September 4, 2015, by Triune IP in favor of the Resigning Agent, recorded with the PTO on September 4, 2015 on Reel 5617 at Frame 0612 (as Document No. 900336884), as the same has been supplement and modified to the date hereof (collectively, the "Superseded Trademark Security Agreements");

WHEREAS, pursuant to the Trademark Security Agreement, as security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, each Assignor assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Resigning Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in and to all of such Assignor's respective right, title and interest in, to and under the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks (as that term is defined in the Trademark Security Agreement) listed on Exhibits A through I attached hereto;

WHEREAS, pursuant to that certain Third Amendment and Restatement Agreement dated as of September 26, 2022, Resigning Agent resigned as Administrative Agent and Successor Agent was appointed as Administrative Agent, for the benefit of the Secured Parties; and

WHEREAS, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Assignment

- (a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement, including Resigning Agent's Security Interest in the Trademark Collateral, including, without limitation, those Trademarks listed on Exhibits A through Itrademark attached hereto.
- (b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent under the Trademark Security Agreement shall be terminated.
- (c) Solely if and to the extent the Trademark Security Agreement did not amend and restate, and collectively supersede and replace in its entirety, the Superseded Trademark Security Agreements, (i) Resigning Agent hereby irrevocably assigns and delegates to the Successor Agent all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Superseded Trademark Security Agreements, including Resigning Agent's Security Interests in each Trademark listed on the schedules thereto; and (ii) Successor Agent shall succeed to the rights, benefits, authority, power and duties of the Resigning Agent under the Superseded Trademark Security Agreements as if it were the original administrative agent

thereunder, and the rights, benefits, power and duties of the Resigning Agent under the Superseded Trademark Security Agreements shall be terminated.

Miscellaneous

- (a) Terms capitalized but not defined herein shall have the meaning provided or provided by reference for such terms in the Trademark Security Agreement or the Security Agreement, as applicable.
- (b) Neither this Security Interest Assignment nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Security Interest Assignment) against whom enforcement of such change, waiver, discharge or termination is sought.
- (c) In case any provision in or obligation under this Security Interest Assignment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- (d) THIS SECURITY INTEREST ASSIGNMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SECURITY INTEREST ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.
- (e) This Security Interest Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- (f) This Security Interest Assignment may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart of a signature page to this Security Interest Assignment by facsimile or electronic transmission (such as "PDF") will be as effective as delivery of a manually executed counterpart of this Security Interest Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

HSBC BANK USA, NATIONAL ASSOCIATION, in its capacity as the Resigning Agent

By:

Name: Ershad Sattar

Title: Vice President

[SIGNATURE PAGE TO ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS]

JPMORGAN CHASE BANK, N.A.,

in its capacity as the Successor Agent

By:

Name: Richard Ong Pho Title: Executive Director

REEL: 007974 FRAME: 0882

EXHIBIT A

U.S. TRADEMARKS

OWNER: SEMTECH CORPORATION

<i>T</i> . 1. 1.		Application	Eur D	Registratio	Registration
Trademark	Owner	No.	Filing Date	n No.	Date
ALPAC	Semtech Corporation	72/259,972	12/2/1966	0,841,159	12/26/1967
EcoSpeed	Semtech Corporation	85/044,984	5/21/2010	3,932,842	3/15/2011
ECLAMP	Semtech Corporation	76/531,581	7/21/2003	3,071,448	3/21/2006
EMICLAMP	Semtech Corporation	76/531,582	7/21/2003	3,159,358	10/17/2006
ISOPAC	Semtech Corporation	73/707,320	1/25/1988	1,502,918	9/6/1988
LoRa (Class 9)	Semtech Corporation	86/513,183	1/24/2015	4,790,600	8/11/2015
LoRa (Class 38)	Semtech Corporation	86/513,185	1/24/2015	4,952,515	5/30/2016
MICROCLAMP	Semtech Corporation	76/531,577	7/21/2003	3,174,482	11/21/2006
POWER IT- PROTECT IT- CONNECT IT	Semtech Corporation	76/204,390	2/2/2001	2,580,232	6/11/2002
RAILCLAMP	Semtech Corporation	75/325,398	7/16/1997	2,286,179	10/12/1999
RCLAMP	Semtech Corporation	76/531,590	7/21/2003	3,036,260	12/27/2005
SemPulse	Semtech Corporation	77/317,963	10/31/2007	3,680,495	9/8/2009
5	Semtech Corporation	75/860,606	11/29/1999	2,436,706	3/20/2001
	Semtech Corporation	6/227,763	3/20/2014	4,869,099	12/15/2015

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#96557685v2 **TRADEMARK**

Trademark	Owner	Application No.	Filing Date	Registratio n No.	Registration Date
SEMTECH	Semtech	78/319,174	10/27/2003	3,014,916	11/15/2005
	Corporation				
SEMTECH	Semtech	86/227,759	3/20/2014	4,865,262	12/8/2015
	Corporation				
M :MAAA	Semtech	72/259,974	12/2/1966	0,841,161	12/26/1967
JUIIIPHL	Corporation				
TCLAMP	Semtech	76/531,583	7/21/2003	3,149,117	9/26/2006
	Corporation				
ToPSync	Semtech	77/657,478	1/27/2009	3,785,791	5/4/2010
	Corporation				
TRANS CLAMP	Semtech	76/531,584	7/21/2003	3,288,474	9/4/2007
	Corporation				
μCLAMP	Semtech	76/531,576	7/21/2003	3,046,613	1/17/2006
	Corporation				
X-EMI	Semtech	85/476,449	11/18/2011	4,211,584	9/18/2012
	Corporation				

Ехнівіт В

PENDING U.S. TRADEMARKS

OWNER: SEMTECH CORPORATION

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
A World of	Semtech	86/931,815	3/7/2016	Pending	Pending
Solutions	Corporation	00/751,015	3/1/2010	Tending	Tending
(tagline)-Class 42	Corporation				
A World of	Semtech	86/931,816	3/7/2016	Pending	Pending
Solutions	Corporation	00/331,010	3/7/2010	Tenang	remaing
(tagline)-Class 9	Corporation				
Femtoboost	Semtech	86/478,322	12/11/2014	Pending	Pending
	Corporation				2
Femtobuck	Semtech	86/478,361	12/11/2014	Pending	Pending
	Corporation	, ,			
Femtopower	Semtech	86/478,371	12/11/2014	Pending	Pending
1	Corporation	,			
Femtoswitch	Semtech	86/478,375	12/11/2014	Pending	Pending
	Corporation	·			
Femtoclamp	Semtech	86/720,523	8/10/2015	Pending	Pending
(Intent to Use)	Corporation				
HCLAMP	Semtech	86/852,459	12/17/2015	Pending	Pending
	Corporation				
HOTSWITCH	Semtech	86/958,832	3/30/2016	Pending	Pending
	Corporation				
LoRa Alliance	Semtech	86/576,751	3/25/2015	Pending	Pending
Certified (Class A)	Corporation				
LoRa Alliance	Semtech	86/576,753	3/25/2015	Pending	Pending
Certified (Class B)	Corporation				
LoRaWAN (Class	Semtech	86/958,733	3/30/2016	Pending	Pending
	Corporation				
LORACERT	Semtech	87/150,265	8/25/2016	Pending	Pending
(Class A)	Corporation				
LORACERT	Semtech	87/150,259	8/25/2016	Pending	Pending
(Class B)	Corporation				
LoRaWAN (Class	Semtech	86/958,720	3/30/2016	Pending	Pending
	Corporation				
LoRaWAN (Class	Semtech	87/002,217	4/15/2016	Pending	Pending
42)	Corporation	0=1001 ===			
LR24 (Class 9)	Semtech	87/091,575	7/1/2016	Pending	Pending
	Corporation				

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		Application		Registration	Registration
Trademark	Owner	No.	Filing Date	No.	Date
PCLAMP (Intent	Semtech	86/720,525	8/10/2015	Pending	Pending
to Use)	Corporation				
NEO-ISO	Semtech	86/665,182	6/17/2015	Pending	Pending
	Corporation	(Intent to			
		Use)			
TRENCH CAP	Semtech	86/720,541	8/10/2015	Pending	Pending
(Intent to Use)	Corporation				_

EXHIBIT C

U.S. TRADEMARKS

OWNER: SIERRA MONOLITHICS, INC.

TRADE-MARK	SERIAL NO.	OWNER	FILING DATE	REG.NO.	REG. DATE
Active Connect	77/292,565	Semtech Canada Corporation	Oct. 1, 2007	4,100,500	Feb. 21, 2012
AVIIA	77/629,167	Semtech Canada Corporation	Dec. 7, 2008	3,921,556	Feb. 22, 2011
CLOCKCLEANER	77/183,912	Semtech Canada Corporation	May 17, 2007	4,002,637	July 26, 2011
GEN-Clocks	78/304,762	Semtech Canada Corporation	Sept 24, 2003	3,197,997	Jan. 16, 2007
GENLINX	75/230,813	Semtech Canada Corporation	Jan 24, 1997	2,339,501	April 11, 2000
GENNUM	73/712,641	Semtech Canada Corporation	Feb 22, 1988	1,572,980	Dec 26, 1989

On October 26, 2012, Semtech Canada Corporation (Semtech Canada) entered into an IP Assignment Agreement with SMI pursuant to which Semtech Canada assigned all of its beneficial interest in the Trademarks listed below, goodwill attached thereto, and the right to enforce those rights in the United States. The Assignment document specifically states that Semtech Canada shall retain all other IP rights in jurisdictions other than the United States and shall retain legal title in all U.S. Patent and Trademark rights; such trademarks are still listed as registered to Gennum Corporation on the USPTO Website and are legally owned by Semtech Canada Corporation.

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EXHIBIT D

PENDING U.S. TRADEMARKS

OWNER: SIERRA MONOLITHICS, INC.

None.

EXHIBIT E

U.S. TRADEMARKS

OWNER: SEMTECH EV, INC.

			Filing	Registration	Registration
Trademark	Owner	Application No.	Date	No.	Date
EnVerv	Semtech EV, Inc.	85/178,456	11/16/2010	4,222,461	10/9/2012
anarv 2006 - V	Semtech EV, Inc.	85/178,474	11/16/2010	4,226,302	10/16/2012

EXHIBIT F

PENDING U.S. TRADEMARKS

OWNER: SEMTECH EV, INC.

None.

EXHIBIT G

U.S. TRADEMARKS

OWNER: TRIUNE SYSTEMS, L.L.C.

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
Glojoy	Triune Systems, L.L.C.	77/577,326	9/24/2008	3,825,803	7/27/2010
nanoscrit	Triune Systems, L.L.C.	77/744,618	5/26/2009	3,800,904	6/8/2010
nanoSmart	Triune Systems, L.L.C.	77/642,605	1/2/2009	3,738,356	1/12/2010
Triune Systems	Triune Systems, L.L.C.	77/642,630	1/2/2009	3,759,943	3/16/2010

Ехнівіт Н

PENDING U.S. TRADEMARKS

OWNER: TRIUNE SYSTEMS, L.L.C.

None.

Full DPWP at hand Date Text

Ехнівіт І

U.S. TRADEMARKS

OWNER: TRIUNE IP, LLC

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
CerviTouch	Triune IP, LLC	85,050,956	5/29/2010	4,091,741	1/24/2012
MPPT-lite	Triune IP, LLC	77/929,978	2/7/2010	4,143,134	5/15/2012

Ехнівіт Ј

PENDING U.S. TRADEMARKS

OWNER: TRIUNE IP, LLC

None.

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Full DPWP at hand Date Text

RECORDED: 02/17/2023