

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM794350

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Interest Previously Recorded at Reel/Frame (5617/0071)		
<b>RESUBMIT DOCUMENT ID:</b>	900755624		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HSBC BANK USA, NATIONAL ASSOCIATION, as Resigning Agent		02/10/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Successor Agent		
<b>Street Address:</b>	10 S. Dearborn		
<b>Internal Address:</b>	Floor L2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4091741	CERVI TOUCH	
<b>Registration Number:</b>	4143134	MPPT-LITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	2124552592		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Courtney Welshimer		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/2423		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	03/14/2023		

**Total Attachments: 6**

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**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS**

This **ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS** (“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”).

**WITNESSETH:**

**WHEREAS**, reference is made to (i) the Credit Agreement dated as of May 2, 2013 (as amended, modified, supplemented or restated from time to time, the “Credit Agreement”), by and among *inter alios*, Semtech Corporation, a Delaware corporation (the “Borrower”), certain direct or indirect Domestic Subsidiaries of the Borrower, as guarantors (the “Guarantors”), the 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 Security Agreement dated as of May 2, 2013 (as amended, modified, supplemented or restated from time to time, the “Security Agreement”) by and among the Borrower, Triune IP, LLC, a Texas limited liability company (the “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 Grant of Security Interest (Trademarks) dated as of September 4, 2015 (the “Trademark Security Agreement”) with the Assignor, and such Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the “PTO”) on September 4, 2015 at Reel/Frame: 5617/0071;

**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 and in order to induce Resigning Agent and the Lending Parties to make, extend, and maintain the Credit Extensions under the Credit Agreement to Borrower for the benefit of Borrower and each Guarantor upon the terms and subject to the conditions thereof, Assignor assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Resigning Agent, as Administrative Agent for the benefit of the Secured Parties, and granted to Resigning Agent, as Administrative Agent for the benefit of the Secured Parties, a security interest (the “Security Interest”) in and to all of the Assignor’s right, title and interest in, to and under all Trademarks (as defined in the Security Agreement, including, without limitation, each registered trademark, trade name and service mark and each application for the registration of a trademark, trade name or service mark listed on Exhibits A and B hereto; and the goodwill of the business connected with the use of, and symbolized by, each Trademark (collectively, the “Trademark Collateral”);

**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 Supplement to Successor Agent.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are 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, each registered trademark, trade name and service mark and each application for the registration of a trademark, trade name or service mark listed on Exhibits A and B 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.

**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

**JPMORGAN CHASE BANK, N.A.,** in its capacity  
as the Successor Agent

By: \_\_\_\_\_  
Name:  
Title:

**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:  
Title:

**JPMORGAN CHASE BANK, N.A.,** in its capacity  
as the Successor Agent

By:  \_\_\_\_\_  
Name: Richard Ong Pho  
Title: Executive Director

**EXHIBIT A**

**U.S. TRADEMARKS**

**RECORD OWNER: TRIUNE IP, LLC**

<b>REGISTRATION NO.</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>
4,091,741	CerviTouch	1.24.2012
4,143,134	MPPT-lite	5/15/2012

**EXHIBIT B**

**PENDING U.S. TRADEMARKS**

**RECORD OWNER: TRIUNE IP, LLC**

<b>APPLICATION NO.</b>	<b>MARK</b>	<b>FILING DATE</b>
	None.	