

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794352

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest Previously Recorded at Reel/Frame (6706/0183)		
RESUBMIT DOCUMENT ID:	900755619		
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 S. Dearborn		
Internal Address:	Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5692495	EMICLAMP	
Registration Number:	5675606	HCLAMP	
Registration Number:	5676001	MICROCLAMP	
Registration Number:	5680895	PCLAMP	
CORRESPONDENCE DATA			
Fax Number:	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>			
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:	03/14/2023
Total Attachments: 6 source=T05 - Trademark Security Interest Assignment (Executed Version)#page1.tif source=T05 - Trademark Security Interest Assignment (Executed Version)#page2.tif source=T05 - Trademark Security Interest Assignment (Executed Version)#page3.tif source=T05 - Trademark Security Interest Assignment (Executed Version)#page4.tif source=T05 - Trademark Security Interest Assignment (Executed Version)#page5.tif source=T05 - Trademark Security Interest Assignment (Executed Version)#page6.tif	

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 Security Agreement dated as of November 15, 2016 (as amended, modified, supplemented or restated from time to time, the “Security Agreement”) by and among Semtech Corporation, a Delaware corporation (the “Borrower”), Sierra Monolithics, Inc., a California corporation (“Sierra”), Semtech EV, Inc., a California corporation (“EV”), 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, Sierra, EV, and Triune Systems, the “Assignors” and each an “Assignor”), certain of Borrower’s other direct or indirect domestic subsidiaries, jointly and severally as Grantors, and HSBC Bank USA, National Association, in its separate capacity as the Administrative Agent, for the benefit of the Secured Parties, and (ii) the Amended and Restated Grant of Security Interest (Trademarks) dated as of November 15, 2016 (as amended, modified, supplemented or restated from time to time, the “Trademark Security Agreement”) by and among the Assignors and the Resigning Agent, pursuant to which, 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, as Administrative Agent for the benefit of the Secured Parties, and granted to the Resigning Agent, as Administrative Agent for the benefit of the Secured Parties, a security interest (the “Security Interest”) in and to all of such Assignor’s rights, title and interests in, to and under the Trademark Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 17, 2016 at Reel/Frame 5924/0010;

WHEREAS, the Trademark Security Agreement was supplemented by that certain Supplement to Grant of Security Interest (Trademarks) dated as of April 28, 2019 (the “Trademark Security Agreement Supplement”) by and among the Assignors and the Resigning Agent, and such Trademark Security Agreement Supplement was recorded in the United States Patent and Trademark Office on July 29, 2019 at Reel/Frame: 6706/0183;

WHEREAS, pursuant to the Trademark Security Agreement Supplement, the Assignors pledged to the Resigning Agent for the benefit of the Secured Parties, a Security Interest specifically in the additional Trademarks (as defined in the Trademark Security Agreement) listed on Exhibit A hereto (the “Additional 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 Supplement, including Resigning Agent's Security Interest in the Additional Trademark Collateral.

(b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement Supplement 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 Supplement 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, the Trademark Security Agreement Supplement 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.

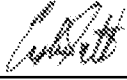
(e) This Security Interest Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(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]

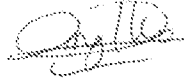
IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

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: Richard Ong Pho
Title: Executive Director

EXHIBIT A

Additional Trademark Collateral

RECORD OWNER: Semtech Corporation

Title	Registration No.	Issue Date
EmiClamp	5,692,495	3/5/2019
HClamp	5,675,606	2/12/2019
MicroClamp	5,676,001	2/12/2019
PClamp	5,680,895	2/19/2019