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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM819107

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks (R/F 7066/0354)
SEQUENCE:	1

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mizuho Bank, Ltd., as Collateral Agent		06/21/2023	Bank: JAPAN

### **RECEIVING PARTY DATA**

Name:	ALLEGRO MICROSYSTEMS, LLC
Street Address:	955 Perimeter Road
City:	Manchester
State/Country:	NEW HAMPSHIRE
Postal Code:	03103-3353
Entity Type:	Limited Liability Company: DELAWARE
Name:	VOXTEL, LLC
Street Address:	955 Perimeter Road
City:	Manchester
State/Country:	NEW HAMPSHIRE
Postal Code:	03103-3353
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark				
Registration Number:	3017500	ALLEGRO MICROSYSTEMS, LLC				
Registration Number:	2921953	ALLEGRO				
Registration Number:	2248190	SATLINGTON				
Registration Number:	5175209	A				
Registration Number:	5449137	Α				
Registration Number:	5454193	A				
Registration Number:	5743315	AXMR				
Registration Number:	5898940	ALLEGRO MICROSYSTEMS				
Registration Number:	5898942	ALLEGRO MICROSYSTEMS				
Registration Number:	5872580	ALLEGRO MICROSYSTEMS				
Registration Number:	5872581	ALLEGRO MICROSYSTEMS				
Serial Number:	88943815	QUIETMOTION				
		TRADEMARK TRADEMARK				

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Property Type Number		Word Mark	
Serial Number:	88946191	QUIETMOTION EFFICIENCY WITH EASE	
Registration Number:	5129595	TIMESPOT	

### **CORRESPONDENCE DATA**

Fax Number:

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:** 2023704750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2038043
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	06/22/2023

### **Total Attachments: 5**

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### **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This Release of Security Interest in Trademarks, dated as of June 21, 2023 (the "<u>Trademark Security Release</u>"), is made by Mizuho Bank, Ltd., as Collateral Agent for the Secured Parties pursuant to the Credit Agreement (as defined below) (the "<u>Collateral Agent</u>"), in favor of ALLEGRO MICROSYSTEMS, LLC, a Delaware limited liability company, and VOXTEL, LLC, a Delaware limited liability company (each a "<u>Grantor</u>", and collectively, the "<u>Grantors</u>"). Capitalized terms used and not defined herein have the meanings given to such terms in the Credit Agreement and the Security Agreements (each, as defined below).

WHEREAS, Allegro MicroSystems, Inc., a Delaware corporation (the "<u>Borrower</u>"), the Collateral Agent, the Lenders party thereto, the Guarantors party thereto and the other parties from time to time party thereto entered into that certain Revolving Facility Credit Agreement, dated as of September 30, 2020 (the "<u>Credit Agreement</u>"), pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Collateral Agent, the Grantors, and the other Guarantors executed and delivered a Revolving Facility Security Agreement, dated as of September 30, 2020, in favor of the Collateral Agent (the "Security Agreement");

WHEREAS, pursuant to the Security Agreements, the Grantors granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in certain Intellectual Property, including the Trademarks (collectively, the "Trademark Collateral");

WHEREAS, in connection with the Security Agreement, the Grantors, as applicable, executed and delivered that certain Trademark Security Agreement dated as of September 30, 2020 made by and between the Grantors and the Collateral Agent (the "<u>Trademark Security Agreement</u>") for recording with the U.S. Patent and Trademark Office;

WHEREAS, the Initial Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on October 1, 2020 on Reel 7066 Frame 0354;

WHEREAS, the Obligations (as defined in the Credit Agreement) secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Collateral Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent agrees as follows:

1. The Collateral Agent hereby releases, terminates and discharges to the Grantors (a) the Collateral Agent's continuing security interest in, right of setoff against and Lien on, and (b) any of the Collateral Agent's other rights, title or interest of any kind or nature in, to or

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under, the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule 1 hereto.

- 2. The Collateral Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement. At Grantors' expense, the Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby and terminate the Trademark Security Agreement.
- 3. This Trademark Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

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IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

MIZUHO BANK, LTD., as Collateral Agent

By:

Name: Shohei Yamazaki

Title: Managing Director

[Signature Page to Release of Security Interest in Trademarks]

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## SCHEDULE 1

# U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

Mark	Application Serial Number	Filing Date	Registration Number	Registration Date	Grantor
ALLEGRO MICROSYSTEMS, LLC AND DESIGN	78/403,909	4/19/2004	3,017,500	11/22/2005	Allegro MicroSystems, LLC.
ALLEGRO	76/446,509	9/3/2002	2,921,953	2/1/2005	Allegro MicroSystems, LLC.
SATLINGTON	75/311,248	6/18/1997	2,248,190	5/25/1999	Allegro MicroSystems, LLC.
Stylized A Outline & Design	87/089,059	6/30/2016	5,175,209	4/4/2017	Allegro MicroSystems, LLC.
Stylized A & Design (B/W)	87/089,702	6/30/2016	5,449,137	4/17/2018	Allegro MicroSystems, LLC.
Stylized A & Design (Color)	87/089,850	6/30/2016	5454193	4/24/2018	Allegro MicroSystems, LLC.
AxMR & Design	87/893,087	4/24/2018	5,743,315	5/7/2019	Allegro MicroSystems, LLC.
Updated ALLEGRO Microsystems Logo (Black/White)	88/258,627	1/11/2019	5,898,940	10/29/2019	Allegro MicroSystems, LLC.
ALLEGRO MICROSYSTEMS AND DESIGN (COLOR - New Logo)	88/258,863	1/11/2019	5,898,942	10/29/2019	Allegro MicroSystems, LLC.
Updated Verticle ALLEGRO Microsystems Logo (Black/White) Class 42	88/343,229	3/17/2019	5,872,580	10/1/2019	Allegro MicroSystems, LLC.

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Verticle ALLEGRO	88/343,242	3/17/2019	5,872,581	10/1/2019	Allegro
Microsystems Logo					MicroSystems,
(Color) Class 42					LLC.
QUIETMOTION	88/943,815	6/02/2020			Allegro
					MicroSystems,
					LLC.
QUIETMOTION	88/946,191	6/03/2020			Allegro
EFFICIENCY WITH					MicroSystems,
EASE					LLC.
TIMESPOT	86/545,355	2/25/2015	5,129,595	1/21/2017	Voxtel, LLC

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**RECORDED: 06/22/2023** 

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