

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magma Design Automation, Inc.		03/19/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	2450 Colorado Ave., Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2525005	BLAST CHIP	
Registration Number:	2685321	BLAST FUSION	
Registration Number:	2578110	BLAST NOISE	
Registration Number:	2578109	BLAST RTL	
Registration Number:	2483136	BLAST SPEED	
Registration Number:	2483137	BLAST WRAP	
Registration Number:	2489497	CELLRATER	
Registration Number:	2424209	FIXEDTIMING	
Registration Number:	2419729	MAGMA	
Registration Number:	2413577	MAGMA	
Registration Number:	1904292	MEGALAB	
Registration Number:	2520407	MEGALAB	
Registration Number:	2388444	MELTING LOGICAL & PHYSICAL DESIGN	
Registration Number:	2732322	MEMRATER	

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 REEL: 004174 FRAME: 0244

Registration Number:	2574096	MOLTEN
Registration Number:	2678480	PCX
Registration Number:	2913678	PD BUILDER
Registration Number:	3066320	PD SHELL
Registration Number:	2214221	QUICKCAP
Registration Number:	2453527	RESHAPE
Registration Number:	2604631	SILICON INTEGRITY
Registration Number:	2672645	SILICONSMART
Registration Number:	3270316	TALUS
Registration Number:	2451595	REALITYCHECK

CORRESPONDENCE DATA

Fax Number: (949)720-0182

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: Trademark@Buchalter.com

Correspondent Name: Farah P. Bhatti

Address Line 1: 18400 Von Karman Ave., Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	F6384-1312
NAME OF SUBMITTER:	Farah P. Bhatti
Signature:	/Farah P. Bhatti/
Date:	03/25/2010

Total Attachments: 18

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TRADEMARK

REEL: 004174 FRAME: 0245

Trademark Registrations

Serial Number	Mark	Country	Status	App. Date	Serial Number	Reg. Number	Reg. Date
1.	Magma Design Automation, Inc.	U.S.	Registered	04/04/01	76/235,370	2525005	1/1/02
2.	Magma Design Automation, Inc.	U.S.	Registered	10/06/00	76/142,309	2,685,321	2/11/03
3.	Magma Design Automation, Inc.	U.S.	Registered	04/03/01	76/235,375	2,578,110	6/11/02
4.	Magma Design Automation, Inc.	U.S.	Registered	04/04/01	76/235,371	2,578,109	6/11/02
5.	Magma Design Automation, Inc.	U.S.	Registered	04/02/99	75/673,781	2,483,136	8/28/01
6.	Magma Design Automation, Inc.	U.S.	Registered	04/02/99	75/673,783	2,483,137	8/28/01
7.	Magma Design Automation, Inc.	U.S.	Registered		7542232	2,489,497	9/11/01
8.	Magma Design Automation, Inc.	U.S.	Registered	06/16/99	75/729,068	2,424,209	1/23/01
9.	Magma Design Automation, Inc.	U.S.	Registered	09/03/98	75/547,154	2,419,729	1/9/01
10.	Magma Design Automation, Inc.	U.S.	Registered	02/19/99	75/643,648	2413577	12/19/00

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11.	Magma Design Automation, Inc.	MEGALAB	U.S.	Registered	07/13/94		1,904,292	7/11/1995
12.	Magma Design Automation, Inc.	MEGALAB w/Design	U.S.	Registered	03/27/97		2,520,407	12/18/2001
13.	Magma Design Automation, Inc.	Melting Logical & Physical Design*	U.S.	Registered	09/03/98	75/547,152	2388444	9/19/00
14.	Magma Design Automation, Inc.	Memrater	U.S.	Registered	09/05/02	78/161,000	2,732,322	7/1/03
15.	Magma Design Automation, Inc.	MOLTEN	U.S.	Registered	12/09/98	75/604,186	2,574,096	5/28/02
16.	Magma Design Automation, Inc.	PCX	U.S.	Registered	05/13/99	75/705887	2,678,480	1/21/03
17.	Magma Design Automation, Inc.	PD Builder*	U.S.	Registered	03/31/03	76-502,466	2,913,678	12/21/04
18.	Magma Design Automation, Inc.	PD Shell*	U.S.	Registered	03/31/03	76-502,467	3,066,320	3/7/06
19.	Magma Design Automation, Inc.	Quickcap	U.S.	Registered	08/26/97	75/347413	2214221	12/29/98
20.	Magma Design Automation, Inc.	ReShape*	U.S.	Registered	04/22/98	75-472-162	2,453,527	5/22/01
21.	Magma Design Automation, Inc.	Silicon Integrity	U.S.	Registered	10/12/01	76324309	2604631	8/6/02
22.	Magma Design Automation, Inc.	Silicon Smart*	U.S.	Registered	03/06/02	75935236	2,672,645	1/7/03

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23.	Magma Design Automation, Inc.	TALUS	U.S.	Registered	03/15/06	78/837-611	3270346	
24.	Magma Design Automation, Inc.	Realitycheck	U.S.	Registered		75-610,439	2,451,595	5/15/01

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of March 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Magma Design Automation, Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of March 19, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the

provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

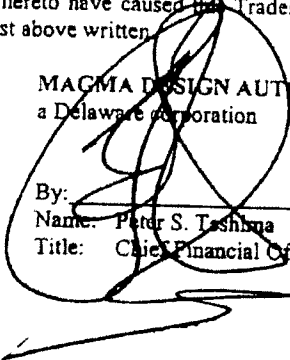
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MAGMA DESIGN AUTOMATION, INC.,
a Delaware corporation

By: 
Name: Peter S. Tashiro
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 004174 FRAME: 0252

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 

Name: Alexander E. Hechler

Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 004174 FRAME: 0253

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

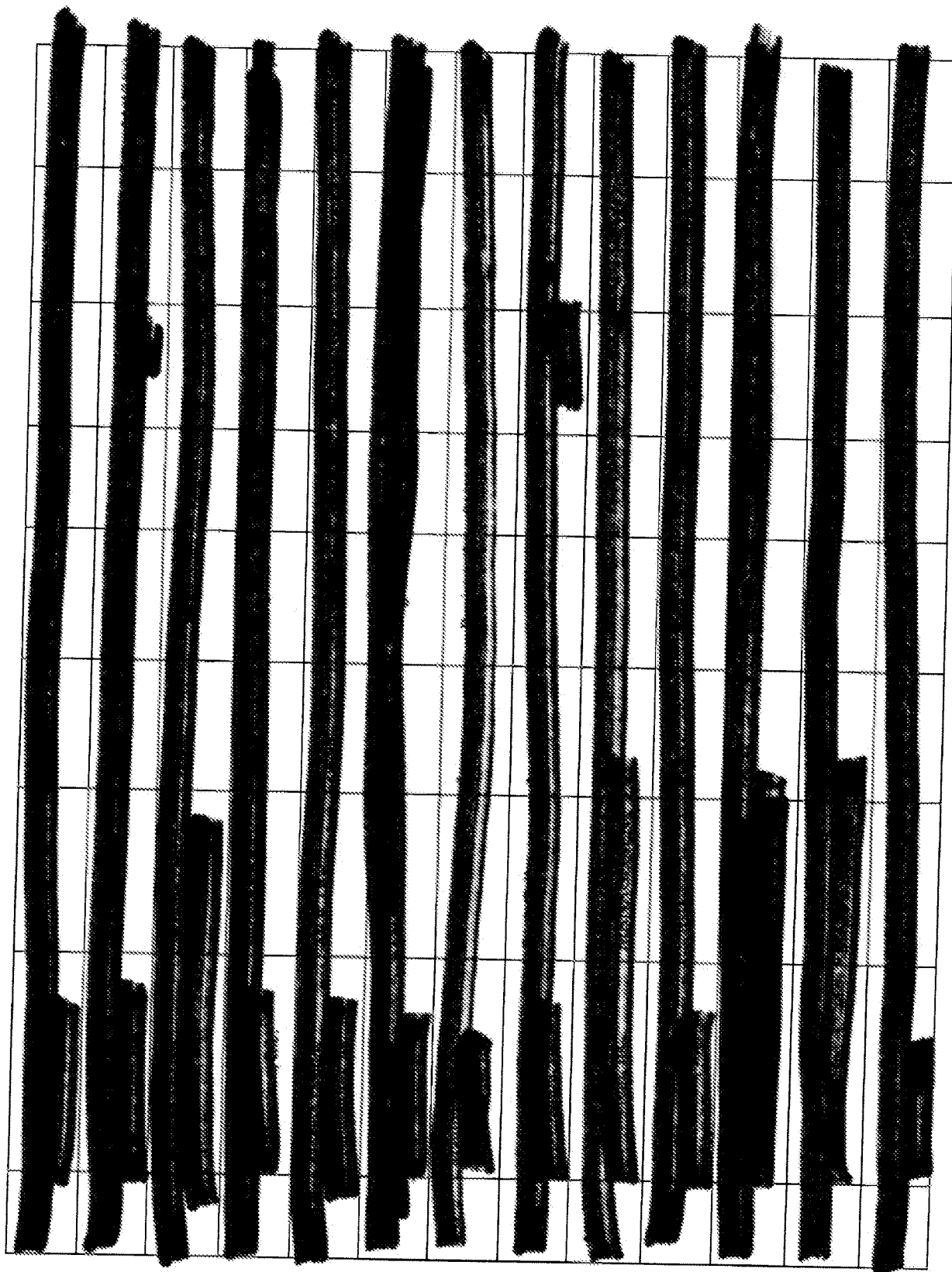
Trademark Registrations and Applications

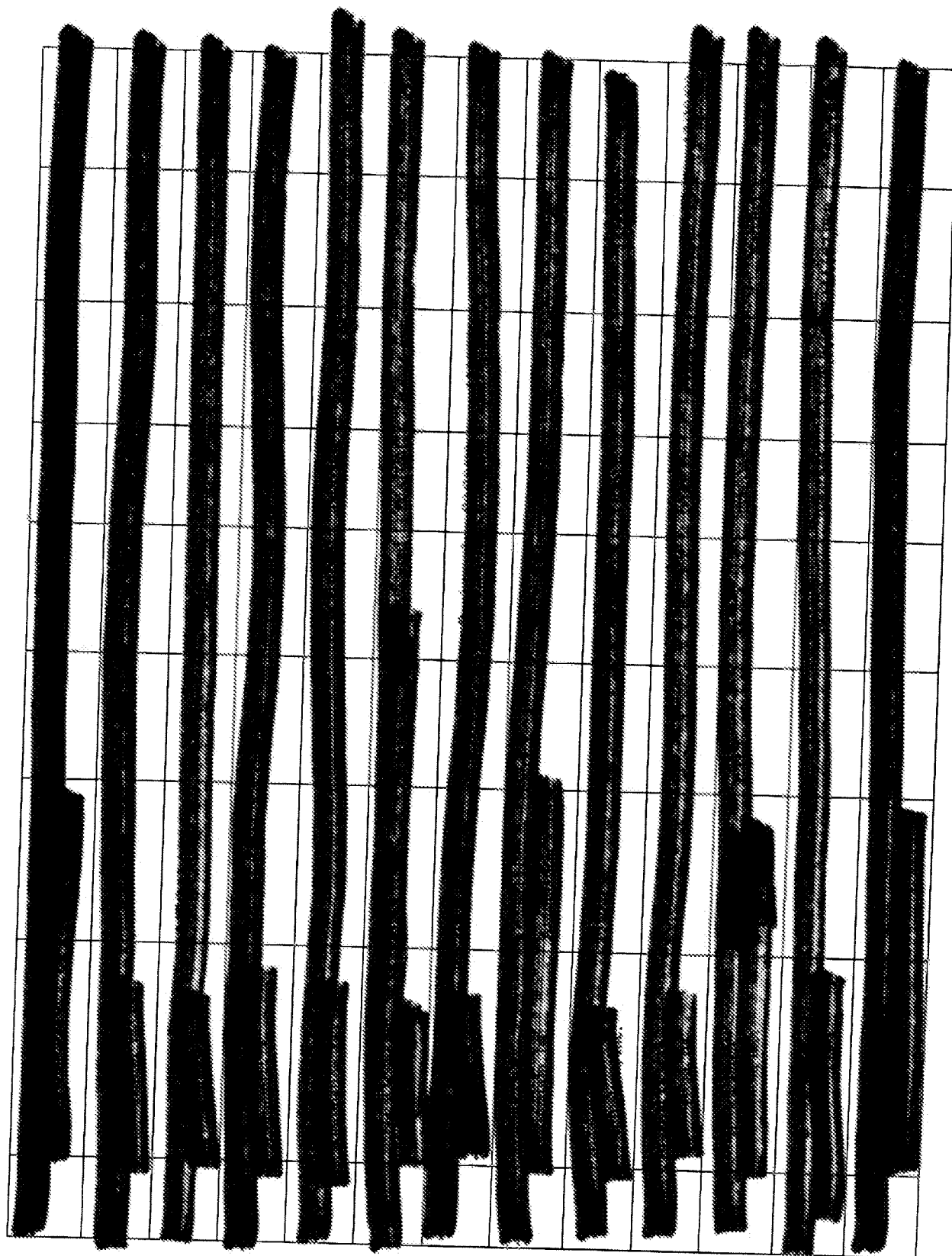
	Grantor	Name	Country	Status	Appl. Date	Serial Number	Reg. Number	Reg. Date
1.	Magma Design Automation, Inc.	Blast Chip*	U.S.	Registered	04/04/01	76235,370	2525005	1/1/02
2.	Magma Design Automation, Inc.	Blast Fusion	U.S.	Registered	10/06/00	76/142,309	2,685,321	2/11/03
3.	Magma Design Automation, Inc.	Blast Noise	U.S.	Registered	04/03/01	76235,375	2,578,110	6/11/02
4.	Magma Design Automation, Inc.	Blast RTL	U.S.	Registered	04/04/01	76235,371	2,578,109	6/11/02
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14.	Magma Design Automation, Inc.	Memrater	U.S.	Registered	09/05/02	78/161,000	2,732,322	7/1/03
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22.	Magma Design Automation, Inc.	Silicon Smart*	U.S.	Registered	03/06/02	75935236	2,672,645	1/7/03







[REDACTED]

Trade Names

Magma

Common Law Trademarks

	Trademark	Country
1.	Arch Evaluator	U.S.
2.	Automated Chip Creation	U.S.
3.	Blast Create	U.S.
4.	Blast DFT	U.S.
5.	Blast FPGA	U.S.
6.	Blast Prototype	U.S.
7.	Blast Rail	U.S.
8.	Blast SA	U.S.
9.	Blast View	U.S.

10.	Blast Yield	U.S.
11.	Fastest Path from RTL to Silicon	U.S.
12.	MagmaCast	U.S.
13.	PALACE	U.S.
14.	Physical Netlist	U.S.
15.	Physically Aware DFT	U.S.
16.	Quickind	U.S.
17.	QuickRules	U.S.
18.	Quartz	U.S.
19.	Relative Placement Constraint	U.S.
20.	Sign-off in the Loop	U.S.
21.	SiliconSmart CR	U.S.
22.	SiliconSmart SI	U.S.
23.	SiliconSmart I/O	U.S.
24.	SiliconSmart MR	U.S.

25.	SuperSite	U.S.
26.	Volcano	U.S.

[REDACTED]

[REDACTED]

Trademark Licenses

None.