

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPECTRA LINEAR, INC.		11/18/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	2400 HANOVER STREET		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3771326	READY CLOCK	
Registration Number:	3475884	EPROCLOCK	
Registration Number:	1694052	IMI	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.000879		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		

OP \$90.00 3771326

900175750

TRADEMARK
REEL: 004416 FRAME: 0193

Signature:	/Michael J. Brignati 60,890/
Date:	11/17/2010
Total Attachments: 9 source=SVB-SPECTRA_LINEAR_IP_Security_Agreement#page1.tif source=SVB-SPECTRA_LINEAR_IP_Security_Agreement#page2.tif source=SVB-SPECTRA_LINEAR_IP_Security_Agreement#page3.tif source=SVB-SPECTRA_LINEAR_IP_Security_Agreement#page4.tif source=SVB-SPECTRA_LINEAR_IP_Security_Agreement#page5.tif source=SVB-SPECTRA_LINEAR_IP_Security_Agreement#page6.tif source=SVB-SPECTRA_LINEAR_IP_Security_Agreement#page7.tif source=SVB-SPECTRA_LINEAR_IP_Security_Agreement#page8.tif source=SVB-SPECTRA_LINEAR_IP_Security_Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 16, 2010 by and between SILICON VALLEY BANK (“Bank”) and SPECTRA LINEAR, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of May 12, 2008 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Borrower has requested that Bank enter into that certain Third Amendment to Loan and Security Agreement between Grantor and Bank dated of even date herewith (the “Amendment”), and Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement and the Amendment, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement and the Amendment. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


Address of Grantor:

2200 Laurelwood Road
Santa Clara, California 95054

Attn: Chief Executive Officer

GRANTOR:

SPECTRA LINEAR, INC.

By: 
Name: Ilhan Refioglu
Title: Chief Executive Officer

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304

Attn: Liam Fairbairn

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 004416 FRAME: 0197

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2200 Laurelwood Road
Santa Clara, California 95054

Attn: Chief Executive Officer

GRANTOR:

SPECTRA LINEAR, INC.

By: _____
Name:
Title:

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304

Attn: Liam Fairbairn

BANK:

SILICON VALLEY BANK

By: 
Name: BEN FARGO
Title: RELATIONSHIP MANAGER

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 004416 FRAME: 0198

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		N/A	N/A

EXHIBIT B**Patents**

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
ANALOG BASED, STATE MACHINE CONTROLLED, FREQUENCY SMOOTH SWITCHING METHOD FOR FREQUENCY TIMING GENERATORS (Pending)	7,362,185	04/22/2008
APPARATUS AND METHOD FOR LIMITING THE OVERSHOOT AND UNDERSHOOT WHEN TURNING ON THE SPREAD SPECTRUM OF A REFERENCE SIGNAL (Pending)	7,330,078	02/12/2008
STANDBY REGULATOR (Pending)	7,705,575	04/27/2010
METHOD AND APPARATUS TO GENERATE CLOCK AND CONTROL SIGNALS FOR OVER-CLOCKING RECOVERY IN A PLL (Expired)	6,963,992	11/08/2005
ADAPTIVE DRIVER WITH CAPACITIVE LOAD SENSING AND METHOD OF OPERATION (Pending)	6,130,541	10/10/2000
APPARATUS FOR MEASURING CYCLE TO CYCLE JITTER OF A DIGITAL SIGNAL AND METHOD THEREFOR (Expired)	5,646,955	07/08/1997
PULSE GENERATOR HAVING CONTROLLED DELAY TO CONTROL DUTY CYCLE (Pending)	5,559,477	09/24/1996
BUFFER WITH AN OUTPUT SWING CREATED USING AN OVER-SUPPLY VOLTAGE (Pending)	12/752,864	04/01/2010
POWER SEQUENCE TECHNIQUE (Pending)	12/421,685	04/10/2009
CALIBRATED TRANSFER RATE (Pending)	12/421,682	04/10/2009
PROGRAMMABLE SIGNAL ROUTING (Pending)	12/421,667	04/10/2009

RAIL-TO-RAIL OPERATIONAL AMPLIFIER (Pending)	12/416,459	04/01/2009
REPLICA-BIAS AUTOMATIC GAIN CONTROL (Pending)	12/400,999	03/10/2009
EXTENDED RANGE OSCILLATOR (Pending)	12/395,854	03/02/2009
POWER-ON RESET CIRCUIT (Pending)	12/395,781	03/02/2009
VOLTAGE-CONTROLLED OSCILLATOR TOPOLOGY (Pending)	12/388,086	02/18/2009
PROGRAMMABLE IO ARCHITECTURE (Pending)	12/370,163	02/12/2009
PRESETABLE RAM (Pending)	12/369,875	02/12/2009
DOWNLOAD SEQUENCING TECHNIQUES FOR CIRCUIT CONFIGURATION DATA (Pending)	12/369,868	02/12/2009
LOW VOLTAGE SINGLE-LEVEL DIFFERENTIAL FET LOGIC ARCHITECTURE (Pending)¹		06/07/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
READY CLOCK (Registered)	3,771,326	04/06/2010
EPROCLOCK (Registered)	3,475,884	07/29/2008
IMI (Registered)	1,694,052	06/16/1992

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A