

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mellanox Technologies, Ltd.		02/22/2016	COMPANY: ISRAEL
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
Internal Address:	IL1-1625		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	3710421	BRIDGEX	
Registration Number:	4351512	CONNECT-IB	
Registration Number:	3409869	CONNECTX	
Registration Number:	4511847	COOLBOX	
Registration Number:	3907266	CORE-DIRECT	
Registration Number:	4190775	GPUDIRECT	
Registration Number:	4878036	INFINIBRIDGE	
Registration Number:	2858756	INFINIHOST	
Registration Number:	2753934	INFINISCALE	
Registration Number:	2681672	MELLANOX	
Registration Number:	4841308	MELLANOX CARE	
Registration Number:	4538682	MELLANOX FEDERAL SYSTEMS	
Registration Number:	4872672	MELLANOX HOSTDIRECT	
Registration Number:	4058948		
Registration Number:	4872673	MELLANOX MULTI-HOST	
Registration Number:	4706145	MELLANOX OPEN ETHERNET	
Registration Number:	4834375	MELLANOX OPENCLOUD	
Registration Number:	4801924	MELLANOX PEERDIRECT	

OP \$1115.00 3710421

Property Type	Number	Word Mark
Registration Number:	4424317	MELLANOX SCALABLEHPC
Registration Number:	4629210	MELLANOX TECHNOLOGIES CONNECT ACCELERATE
Registration Number:	4777703	MELLANOX VIRTUAL MODULAR SWITCH
Registration Number:	4775512	METRODX
Registration Number:	4397687	METROX
Registration Number:	4165718	MLNX-OS
Registration Number:	4702121	OE OPEN ETHERNET
Registration Number:	3759256	PHYX
Registration Number:	4026514	SWITCHX
Registration Number:	4502514	TESTX
Registration Number:	4702122	OE THE GENERATION OF OPEN ETHERNET
Registration Number:	4186048	UFM
Registration Number:	4839235	UNBREAKABLE-LINK
Registration Number:	3723997	VIRTUAL PROTOCOL INTERCONNECT
Serial Number:	86083853	ACCELIO
Serial Number:	86189880	CLOUDX
Serial Number:	86170426	COMPUSTORX
Serial Number:	86288527	LINKX
Serial Number:	86130336	MELLANOX CLOUDX
Serial Number:	86093584	MELLANOX OPENCLOUD
Serial Number:	86763701	MELLANOX SOCKET DIRECT
Serial Number:	86160937	MELLANOX TUNEX
Serial Number:	86212542	PSIPHY
Serial Number:	86212541	SIPHY
Serial Number:	86300804	SWITCH-IB
Serial Number:	86160935	TUNEX

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	030188-0029
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	02/24/2016

Total Attachments: 8

source=Project Carmel - Trademark Security Agreement (2)#page1.tif

source=Project Carmel - Trademark Security Agreement (2)#page2.tif

source=Project Carmel - Trademark Security Agreement (2)#page3.tif

source=Project Carmel - Trademark Security Agreement (2)#page4.tif

source=Project Carmel - Trademark Security Agreement (2)#page5.tif

source=Project Carmel - Trademark Security Agreement (2)#page6.tif

source=Project Carmel - Trademark Security Agreement (2)#page7.tif

source=Project Carmel - Trademark Security Agreement (2)#page8.tif

TRADEMARK SECURITY AGREEMENT dated as of February 22, 2016 (this “Agreement”), among Mellanox Technologies, Ltd., Mellanox Technologies TLV Ltd., and Mellanox Technologies Silicon Photonics Inc. (each a “Grantor” and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A. (“JPMCB”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of February 22, 2016, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mellanox Technologies, Ltd. and Mellanox Technologies, Inc. (the “Borrowers”), the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Collateral Agreement dated as of February 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrowers, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis. Notwithstanding anything contained in this Agreement to the contrary: (a) with respect to the security interests granted by the Israeli Grantors hereunder, this Agreement and each of the terms hereof relating to Trademark Collateral shall be limited solely to Trademark Collateral located in the United States of America or governed by the laws of the United States of America (including, for the avoidance of doubt, federal laws and state laws); and (b) in respect of Trademark Collateral constituting OCS-Funded Know-How, the creation of any security interest over such Trademark Collateral and any realization in respect thereof shall be: (i) subject to the OCS Provision (including the Research Law and the OCS approvals dated January 26, 2016 as may be amended from time to time); and (ii) governed by the laws of the State of Israel and subject to the exclusive jurisdiction of the Israeli courts.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, social media identifiers, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all

registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I (as limited by Section 1 above with respect to the security interests granted by the Israeli Grantors hereunder); and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

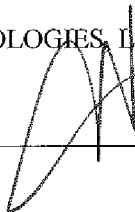
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

MELLANOX TECHNOLOGIES, LTD.

by

Name:

Title:

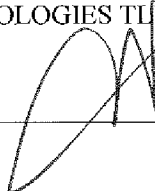


MELLANOX TECHNOLOGIES TLV LTD.

by

Name:

Title:



MELLANOX TECHNOLOGIES SILICON
PHOTONICS INC.

by

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005738 FRAME: 0397

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MELLANOX TECHNOLOGIES, LTD.

by

Name:

Title:

MELLANOX TECHNOLOGIES TLV LTD.

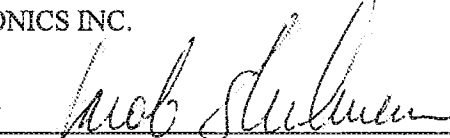
by

Name:

Title:

MELLANOX TECHNOLOGIES SILICON
PHOTONICS INC.

by



Name: Jacob Shulman

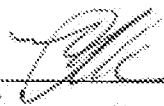
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005738 FRAME: 0398

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

by


Name: _____
Title: **Bruce S. Borden**
Executive Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005738 FRAME: 0399

SCHEDULE I

U.S. Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction of Registration</u>
Mellanox Technologies, Ltd.	BRIDGEX	3710421	USA
Mellanox Technologies, Ltd.	CONNECT-IB	4351512	USA
Mellanox Technologies, Ltd.	CONNECTX	3409869	USA
Mellanox Technologies, Ltd.	COOLBOX	4511847	USA
Mellanox Technologies, Ltd.	CORE-DIRECT	3907266	USA
Mellanox Technologies, Ltd.	GPUDIRECT	4190775	USA
Mellanox Technologies, Ltd.	INFINIBRIDGE	4878036	USA
Mellanox Technologies, Ltd.	INFINIHOST	2858756	USA
Mellanox Technologies, Ltd.	INFINISCALE	2753934	USA
Mellanox Technologies, Ltd.	MELLANOX	2681672	USA
Mellanox Technologies, Ltd.	Mellanox Care	4841308	USA
Mellanox Technologies, Ltd.	MELLANOX FEDERAL SYSTEMS	4538682	USA
Mellanox Technologies, Ltd.	MELLANOX HOSTDIRECT	4872672	USA
Mellanox Technologies, Ltd.	MELLANOX LOGO	4058948	USA
Mellanox Technologies, Ltd.	MELLANOX MULTI-HOST	4872673	USA
Mellanox Technologies, Ltd.	MELLANOX OPEN ETHERNET	4706145	USA
Mellanox Technologies, Ltd.	MELLANOX OPENCLOUD	4834375	USA
Mellanox Technologies, Ltd.	MELLANOX PEERDIRECT	4801924	USA
Mellanox Technologies, Ltd.	MELLANOX SCALABLEHPC	4424317	USA
Mellanox Technologies, Ltd.	MELLANOX TECHNOLOGIES CONNECT ACCELERATE OUTPERFORM	4629210	USA
Mellanox Technologies, Ltd.	MELLANOX VIRTUAL MODULAR SWITCH	4777703	USA
Mellanox Technologies, Ltd.	METRODX	4775512	USA

Mellanox Technologies, Ltd.	METROX	4397687	USA
Mellanox Technologies, Ltd.	MLNX-OS	4165718	USA
Mellanox Technologies, Ltd.	OPEN ETHERNET	4702121	USA
Mellanox Technologies, Ltd.	PHYX	3759256	USA
Mellanox Technologies, Ltd.	SWITCHX	4026514	USA
Mellanox Technologies, Ltd.	TESTX	4502514	USA
Mellanox Technologies, Ltd.	THE GENERATION OF OPEN ETHERNET	4702122	USA
Mellanox Technologies, Ltd.	UFM	4186048	USA
Mellanox Technologies, Ltd.	UNBREAKABLE- LINK	4839235	USA
Mellanox Technologies, Ltd.	VIRTUAL PROTOCOL INTERCONNECT	3723997	USA
Mellanox Technologies TLV Ltd.	VOLTAIRE (and design)	2420470	USA
Mellanox Technologies Silicon Photonics Inc. (currently recorded as owned by Kotura, Inc.; Company in process of recording name change)	Kotura	2979685	USA
Mellanox Technologies Silicon Photonics Inc. (currently recorded as owned by Kotura, Inc.; Company in process of recording name change)	Kotura and design	3186113	USA

U.S. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Jurisdiction of Registration</u>
Mellanox Technologies, Ltd.	25 IS THE NEW 10	86794289	USA
Mellanox Technologies, Ltd.	ACCELIO	86083853	USA
Mellanox Technologies, Ltd.	CLOUDX	86189880	USA
Mellanox Technologies, Ltd.	COMPUSTORX	86170426	USA
Mellanox Technologies, Ltd.	CYPU	86654323	USA
Mellanox Technologies, Ltd.	FPGADIRECT	86543722	USA
Mellanox Technologies, Ltd.	HPC-X	86304831	USA
Mellanox Technologies, Ltd.	LINKX	86288527	USA
Mellanox Technologies, Ltd.	MELLANOX CLOUDX	86130336	USA
Mellanox Technologies, Ltd.	Mellanox Cloudx	86130336	USA
Mellanox Technologies, Ltd.	Mellanox NEO	86669407	USA

Mellanox Technologies, Ltd.	MELLANOX OPENCLOUD	86093584	USA
Mellanox Technologies, Ltd.	Mellanox OpenHPC	86814538	USA
Mellanox Technologies, Ltd.	Mellanox Socket Direct	86763701	USA
Mellanox Technologies, Ltd.	Mellanox Spectrum	86640534	USA
Mellanox Technologies, Ltd.	MELLANOX STORAGEX	86170424	USA
Mellanox Technologies, Ltd.	MELLANOX TUNEX	86160937	USA
Mellanox Technologies, Ltd.	NVMEDIRECT	86543720	USA
Mellanox Technologies, Ltd.	ONE SWITCH. A WORLD OF OPTIONS	86640535	USA
Mellanox Technologies, Ltd.	PLATFORMX	86297229	USA
Mellanox Technologies, Ltd.	PSIPHY	86212542	USA
Mellanox Technologies, Ltd.	SIPHY	86212541	USA
Mellanox Technologies, Ltd.	Spectrum	86654162	USA
Mellanox Technologies, Ltd.	STOREX	86291335	USA
Mellanox Technologies, Ltd.	STPU	86654322	USA
Mellanox Technologies, Ltd.	Switch-EN	86584950	USA
Mellanox Technologies, Ltd.	Switch-IB	86300804	USA
Mellanox Technologies, Ltd.	TUNEX	86160935	USA
Mellanox Technologies, Ltd.	UCX	86693167	USA
Mellanox Technologies, Ltd.	UCX Unified Communication X	86693185	USA