

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432360

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mellanox Technologies, Ltd.		06/19/2017	Public Company: ISRAEL
Mellanox Technologies TLV Ltd.		06/19/2017	Public Company: ISRAEL

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	10 S. Dearborn
<b>Internal Address:</b>	7th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4975821	PSIPHY
<b>Registration Number:</b>	2420470	V VOLTAIRE
<b>Serial Number:</b>	86935075	BLUEFIELD
<b>Serial Number:</b>	87005322	MELLANOX INNOVA
<b>Serial Number:</b>	87046310	SHARP SCALABLE HIERARCHICAL AGGREGATION
<b>Serial Number:</b>	87085837	ASAP2
<b>Serial Number:</b>	87085845	ASAP2 FLEX
<b>Serial Number:</b>	87085840	ASAP2 DIRECT
<b>Serial Number:</b>	87050402	UCF
<b>Serial Number:</b>	87197587	MELLANOX QUANTUM
<b>Serial Number:</b>	87289923	MELLANOX INDIGO
<b>Serial Number:</b>	86093585	MELLANOX OPENCLOUD
<b>Serial Number:</b>	86318168	METRODX
<b>Serial Number:</b>	77758673	NP-1C
<b>Serial Number:</b>	77758717	NP-2
<b>Serial Number:</b>	77758734	NP-3
<b>Serial Number:</b>	77758663	EZAPPLIANCE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77758657	EZDRIVER
Serial Number:	77758680	EZDESIGN
Serial Number:	77758660	EZSYSTEM
Serial Number:	86513833	NPS
Serial Number:	85217284	NPA
Serial Number:	85088756	NP-5
Serial Number:	77758687	NP-4
Serial Number:	76163530	NP-1
Serial Number:	75742524	EZCHIP
Serial Number:	77054601	TILERA

**CORRESPONDENCE DATA**

**Fax Number:** 6502515002

*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:** (650) 251-5147

**Email:** jnull@stblaw.com

**Correspondent Name:** Alex Moser

**Address Line 1:** 2475 Hanover Street

**Address Line 4:** Palo Alto, CALIFORNIA 94304

**ATTORNEY DOCKET NUMBER:** 509265/1950

**NAME OF SUBMITTER:** J. Jason Mull

**SIGNATURE:** /J. Jason Mull/

**DATE SIGNED:** 06/23/2017

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT dated as of June 19, 2017 (this “Agreement”), among Mellanox Technologies, Ltd. and Mellanox Technologies TLV Ltd. (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, (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 and (c) Supplement No. 1 to the Collateral Agreement, dated as of September 30, 2016, whereby EZchip Semiconductor, Inc. became a Subsidiary Loan Party and a Grantor under the Collateral Agreement with the same force and effect as if originally named therein as such. 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.

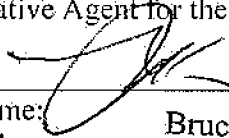
MELLANOX TECHNOLOGIES, LTD.

By: Jacob Shulman  
Name: Jacob Shulman  
Title: CFO

MELLANOX TECHNOLOGIES TLV LTD.

By: Jacob Shulman  
Name: Jacob Shulman  
Title: CFO

JPMORGAN CHASE BANK, N.A. as  
Administrative Agent for the Lenders

By:   
Name: \_\_\_\_\_  
Title: **Bruce S. Borden**  
**Executive Director**

**SCHEDULE I**

U.S. Trademark Registrations and Applications

<u>Loan Party</u>	<u>Mark</u>	<u>Application Number/ Registration Number</u>
Mellanox Technologies, Ltd.	Bluefield	86935075
Mellanox Technologies, Ltd.	Mellanox Innova	87005322
Mellanox Technologies, Ltd.	Sharp scalable hierarchical aggregation protocol	87046310
Mellanox Technologies, Ltd.	Asap <sup>2</sup>	87085837
Mellanox Technologies, Ltd.	Asap <sup>2</sup> Direct	87085845
Mellanox Technologies, Ltd.	Asap <sup>2</sup> Flex	87085840
Mellanox Technologies, Ltd.	UCF	87050402
Mellanox Technologies, Ltd.	PSIPHY	4975821
Mellanox Technologies, Ltd.	MELLANOX QUANTUM	87197587
Mellanox Technologies, Ltd.	MELLANOX INDIGO	87289923
Mellanox Technologies, Ltd.	MELLANOX OPENCLOUD	86093585
Mellanox Technologies, Ltd.	MetroDX	86318168
Mellanox Technologies, Ltd.	NP-1c	77758673
Mellanox Technologies, Ltd.	NP-2	77758717
Mellanox Technologies, Ltd.	NP-3	77758734
Mellanox Technologies, Ltd.	EZAPPLIANCE	77758663
Mellanox Technologies, Ltd.	EZDRIVER	77758657
Mellanox Technologies, Ltd.	Ezdesign	77758680
Mellanox Technologies, Ltd.	Ezsystem	77758660
Mellanox Technologies, Ltd.	NPS	86513833
Mellanox Technologies, Ltd.	NPA	85217284
Mellanox Technologies, Ltd.	NP-5	85088756
Mellanox Technologies, Ltd.	NP-4	77758687
Mellanox Technologies, Ltd.	NP-1	76163530
Mellanox Technologies, Ltd.	EZCHIP	75742524
Tilera Corporation (the mark is in the process of being assigned to Mellanox Technologies, Ltd.)	TILERA	77054601
Mellanox Technologies TLV, Ltd.	V VOLTAIRE (AND DESIGN)	2420470