

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GlobalFoundries Inc.		11/27/2018	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5166597	BCDLITE	
Registration Number:	4252504	BCDLITE	
Registration Number:	3897714		
Registration Number:	3897715		
Registration Number:	4250361		
Registration Number:	4250362		
Registration Number:	4591366	FOUNDRY 2.0	
Registration Number:	3897713	GLOBALFOUNDRIES	
Registration Number:	3890723	GLOBALFOUNDRIES	
Registration Number:	3890724	GLOBALFOUNDRIES	
Registration Number:	4242260	GLOBALFOUNDRIES	
Registration Number:	4242261	GLOBALFOUNDRIES	
Registration Number:	4242262	GLOBALFOUNDRIES	
Registration Number:	4148622	GLOBALSOLUTIONS	
Registration Number:	4148623	GLOBALSOLUTIONS	
Registration Number:	4606117	TECH VALLEY CONNECTION FOR EDUCATION AND	
Registration Number:	4606118	TECH VALLEY CONNECTION FOR EDUCATION AND	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 5166597

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	11/27/2018
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GlobalFoundries Inc.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Grand Cayman

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 27, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association

Street Address: 1100 North Market Street

City: Wilmington

State: DE

Country: USA Zip: 19801

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 27, 2018
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “IP Security Agreement”), dated as of November 27, 2018, by and between the Person listed on the signature pages hereof (the “Grantor”) and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of August 27, 2018 (the “Security Agreement”), among **GLOBALFOUNDRIES INC.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Company”), **GLOBALFOUNDRIES BORROWER LLC**, a Delaware limited liability company (the “Co-Borrower” and together with the Company, the “Borrowers”), each of the subsidiaries of the Company (as defined in the Security Agreement) listed on Schedule 1 thereto or that become a party hereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; together with the Company and the Co-Borrower, collectively, the “Grantors”) and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

B. The rules of construction and other interpretive provisions specified in the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor’s U.S. Registered Intellectual Property with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such U.S. Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

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IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

GLOBALFOUNDRIES INC.,

By: 

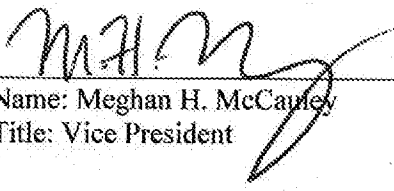
Name: Adam P. Noah
Title: VP and Chief IP Counsel

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: _____

Name:
Title:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: 
Name: Meghan H. McCauley
Title: Vice President

SCHEDULE A TO THE
TRADEMARK SECURITY AGREEMENT

UNITED STATES REGISTERED AND APPLIED FOR TRADEMARKS

Trademark	Reg. No./ Date	App. No./ Filed	Owner	Status
BCDLITE	5166597 21-MAR-2017	85415680 06-SEP-2011	GLOBALFOUNDRIES Inc.	Registered
BCDLITE	4252504 04-DEC-2012	85415714 06-SEP-2011	GLOBALFOUNDRIES Inc.	Registered
DESIGN ONLY	3897714 28-DEC-2010	77681729 02-MAR-2009	GLOBALFOUNDRIES Inc.	Registered
DESIGN ONLY	3897715 28-DEC-2010	77681751 02-MAR-2009	GLOBALFOUNDRIES Inc.	Registered
DESIGN ONLY	4250361 27-NOV-2012	77681793 02-MAR-2009	GLOBALFOUNDRIES Inc.	Registered
DESIGN ONLY	4250362 27-NOV-2012	77681806 02-MAR-2009	GLOBALFOUNDRIES Inc.	Registered
FOUNDRY 2.0	4591366 26-AUG-2014	85973009 28-JUN-2013	GLOBALFOUNDRIES Inc.	Registered
GLOBALFOUNDRIES	3897713 28-DEC-2010	77681676 02-MAR-2009	GLOBALFOUNDRIES Inc.	Registered
GLOBALFOUNDRIES	3890723 14-DEC-2010	77681697 02-MAR-2009	GLOBALFOUNDRIES Inc.	Registered
GLOBALFOUNDRIES	3890724 14-DEC-2010	77681714 02-MAR-2009	GLOBALFOUNDRIES Inc.	Registered
GLOBALFOUNDRIES	4242260 13-NOV-2012	77681761 02-MAR-2009	GLOBALFOUNDRIES Inc.	Registered
GLOBALFOUNDRIES	4242261 13-NOV-2012	77681771 02-MAR-2009	GLOBALFOUNDRIES Inc.	Registered
GLOBALFOUNDRIES	4242262 13-NOV-2012	77681783 02-MAR-2009	GLOBALFOUNDRIES Inc.	Registered
GLOBALSOLUTIONS	4148622 29-MAY-2012	85193867 09-DEC-2010	GLOBALFOUNDRIES Inc.	Registered
GLOBALSOLUTIONS	4148623 29-MAY-2012	85193887 09-DEC-2010	GLOBALFOUNDRIES Inc.	Registered
TECH VALLEY CONNECTION FOR EDUCATION AND JOBS	4606117 16-SEP-2014	85762221 24-OCT-2012	GLOBALFOUNDRIES Inc.	Registered
TECH VALLEY CONNECTION FOR EDUCATION AND JOBS	4606118 16-SEP-2014	85762225 24-OCT-2012	GLOBALFOUNDRIES Inc.	Registered