

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allegro MicroSystems, LLC		06/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as the Collateral Agent		
Street Address:	1300 Thames Street, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3017500	ALLEGRO MICROSYSTEMS, LLC	
Registration Number:	2921953	ALLEGRO	
Registration Number:	2248190	SATLINGTON	
Registration Number:	5175209	A	
Registration Number:	5449137	A	
Registration Number:	5454193	A	
Registration Number:	5743315	AXMR	
Registration Number:	5898940	ALLEGRO MICROSYSTEMS	
Registration Number:	5898942	ALLEGRO MICROSYSTEMS	
Registration Number:	5872580	ALLEGRO MICROSYSTEMS	
Registration Number:	5872581	ALLEGRO MICROSYSTEMS	
Registration Number:	6264712	QUIETMOTION	
Registration Number:	6264720	QUIETMOTION EFFICIENCY WITH EASE	
Serial Number:	90018465	CLEARPOWER	
Serial Number:	90019925	CLEARPOWER EMC WITH EASE	
Registration Number:	6944581	3DMAG ALL ANGLES COVERED	
CORRESPONDENCE DATA			

OP \$415.00 3017500

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2038043
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NAME OF SUBMITTER:	Theresa Volano
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SIGNATURE:	/Theresa Volano/
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DATE SIGNED:	06/22/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of June 21, 2023, is made by Allegro MicroSystems, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Morgan Stanley Senior Funding, Inc., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of June 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or

relating to this Trademark Security Agreement and/or any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record; provided that notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Trademark 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

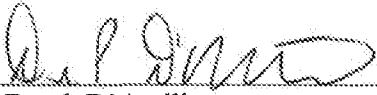
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**ALLEGRO MICROSYSTEMS, LLC, a
Delaware limited liability company**

By: 
Name: Derek D'Antilio
Title: Senior Vice President, Chief Financial
Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
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Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE A
TRADEMARKS

Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Expiration Date	Grantor
ALLEGRO MICROSYSTEMS, LLC AND DESIGN	Registered	78/403,909	4/19/2004	3,017,500	11/22/2005	11/22/2025	Allegro Microsystems, LLC
ALLEGRO	Registered	76/446,509	9/3/2002	2,921,953	2/1/2005	2/1/2025	Allegro Microsystems, LLC
SATLLINGTON	Registered	75/311,248	6/18/1997	2,248,190	5/25/1999	5/25/2029	Allegro Microsystems, LLC
Stylized A Outline & Design	Registered	87/089,059	6/30/2016	5,175,209	4/4/2017	4/2/2027	Allegro Microsystems, LLC
Stylized A & Design (B/W)	Registered	87/089,702	6/30/2016	5,449,137	4/17/2018	4/17/2028	Allegro Microsystems, LLC
Stylized A & Design (Color)	Registered	87/089,850	6/30/2016	5,454,193	4/24/2018	4/24/2028	Allegro Microsystems, LLC
AXMR & Design	Registered	87/893,087	4/24/2018	5,743,315	5/7/2019	5/7/2029	Allegro Microsystems, LLC
Updated ALLEGRO Microsystems Logo (Black/White)	Registered	88/258,627	1/11/2019	5,898,940	10/29/2019	10/29/2029	Allegro Microsystems, LLC
ALLEGRO MICROSYSTEMS AND DESIGN (COLOR - New Logo)	Registered	88/258,863	1/11/2019	5,898,942	10/29/2019	10/29/2029	Allegro Microsystems, LLC
Updated Vehicle ALLEGRO Microsystems Logo (Black/White)	Registered	88/343,229	3/17/2019	5,872,580	10/1/2019	10/1/2029	Allegro Microsystems, LLC
Vehicle ALLEGRO Microsystems Logo (Color)	Registered	88/343,242	3/17/2019	5,872,581	10/1/2019	10/1/2029	Allegro Microsystems, LLC
QUIETMOTION (Wordmark)	Registered	88/943,815	6/2/2020	6,264,712	2/9/2021	2/7/2031	Allegro Microsystems, LLC
QUIETMOTION Design	Registered	88/946,191	6/3/2020	6,264,720	2/9/2021	2/7/2031	Allegro Microsystems, LLC
CLEARPOWER word filed with ITU (intent to use)	Allowed	90/018,465	6/24/2020				Allegro Microsystems, LLC
CLEARPOWER B&W Logo (filed with intent to use)	Allowed	90/019,925	6/25/2020				Allegro Microsystems, LLC
3DMAG Design	Pending	90/782,952	6/18/2021	6944581	1/3/2023	1/3/2033	Allegro Microsystems, LLC

TRADEMARK

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Schedule A - 1
to Trademark Security Agreement