

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3371972

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRIUNE SYSTEMS, L.L.C.	05/13/2015
RECEIVING PARTY DATA		
Name:	HSBC BANK USA, NATIONAL ASSOCIATION	
Street Address:	660 S. FIGUEROA ST., SUITE 800	
Internal Address:	ATTN: SEMTECH RELATIONSHIP MANAGER	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90017	
PROPERTY NUMBERS Total: 21		
	Property Type	Number
	Patent Number:	8373436
	Patent Number:	8583037
	Patent Number:	8896318
	Application Number:	13355416
	Application Number:	13355396
	Application Number:	13430338
	Application Number:	13410002
	Application Number:	13427850
	Application Number:	13434807
	Application Number:	13772190
	Application Number:	13852780
	Application Number:	13743765
	Application Number:	13765243
	Application Number:	13874321
	Application Number:	14230645
	Application Number:	13232855
	Application Number:	13309406
	Application Number:	13309423
	Application Number:	14638701

Property Type	Number
Application Number:	62031027
Application Number:	62031066

CORRESPONDENCE DATA

Fax Number: (213)443-2926

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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Address Line 1: 333 S. HOPE ST., 43RD FLOOR

Address Line 2: ATTN: J. CRAVITZ

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 03VV-191423

NAME OF SUBMITTER: JULIE CRAVITZ

SIGNATURE: /julie cravitz/

DATE SIGNED: 05/27/2015

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
(PATENTS)**

[TRIUNE SYSTEMS, L.L.C.]

THIS GRANT OF SECURITY INTEREST (PATENTS) (this "**IP Grant**") is dated as of May 13, 2015, and is entered into by **TRIUNE SYSTEMS, L.L.C.**, a Texas limited liability company ("**Assignor**"), in favor of **HSBC BANK USA, NATIONAL ASSOCIATION**, not in its individual capacity, but solely in its capacity as the Administrative Agent (as defined below) (in such capacity, "**Assignee**") under the Credit Agreement (as defined below) for the benefit of the Secured Parties (as defined in the Credit Agreement).

WHEREAS, Semtech Corporation, a Delaware corporation ("**Borrower**"), and certain of its direct or indirect Domestic Subsidiaries, as guarantors (the "**Guarantors**"), have entered into that Credit Agreement dated as of May 2, 2013 (as amended, modified and supplemented to the date hereof and as the same may from time to time hereafter be further amended, modified, supplemented or restated, the "**Credit Agreement**"), with the financial institutions party thereto as Lenders and HSBC Bank USA, National Association, in its separate capacities as Administrative Agent, for the benefit of the Secured Parties, and as Swing Line Lender and L/C Issuer, pursuant to which the Lending Parties agree to make certain Credit Extensions to Borrower for the benefit of each Loan Party up to an initial aggregate available principal amount of \$400,000,000 on the terms and subject to the conditions set forth therein and the other Loan Documents.

WHEREAS, Assignor, a wholly owned direct Subsidiary of Borrower, has executed and delivered to Assignee, for the benefit of the Secured Parties, that Joinder Agreement dated as of March 17, 2015, pursuant to which Assignor agreed to and did become a party to the Credit Agreement as a Guarantor as if originally named therein as a Guaranty.

WHEREAS, in order to secure their Obligations to Administrative Agent and the other Secured Parties under the Credit Agreement and the other Loan Documents, Borrower and each of the Guarantors party to the Credit Agreement have entered into that Security Agreement dated as of dated as of May 2, 2013 (as amended, modified and supplemented to the date hereof and as the same may from time to time hereafter be further amended, modified, supplemented or restated, the "**Security Agreement**"), in favor of Assignee, for the benefit of the Secured Parties, pursuant to which, among other things, each Assignor has granted to Assignee a security interest in all of such Assignor's respective right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "**Collateral**," as defined in the Security Agreement.

WHEREAS, Assignor has executed and delivered to Assignee, for the benefit of the Secured Parties, that Security Agreement Supplement dated as of March 17, 2015, pursuant to which Assignor agreed to and did join and become bound by the Security Agreement as a new "Grantor" thereunder as if originally named therein as a Grantor.

WHEREAS, the Lending Parties are willing to make, extend and maintain the credit to Borrower under the Credit Agreement and the other Loan Documents for the benefit of each Loan Party, but only upon the condition, among others, that Assignor will grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to Assignee, for the benefit of the Secured Parties, in and to, all of such Assignor's respective right, title and interest in and to all Patents (as defined and described below) to secure its payment and performance of the Secured Obligations (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, Assignor hereby agrees as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the same meaning when used herein as given to them in the Credit Agreement.

2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Administrative Agent and the Lending Parties to make, extend and maintain the Credit Extensions under the Credit Agreement to Borrower for the benefit of Borrower and each Guarantor upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Assignee, as Administrative Agent for the benefit of the Secured Parties, and hereby grants to Assignee, as Administrative Agent for the benefit of the Secured Parties, a security interest in and to all of Assignor's rights, title and interests in, to and under all Patents (as defined in the Security Agreement), including, without limitation, each registered patent and each application for the registration of a patent listed on **Schedules A** and **B** hereto, including, without limitation, all reissues, continuations, continuations-in-part and renewals thereof.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

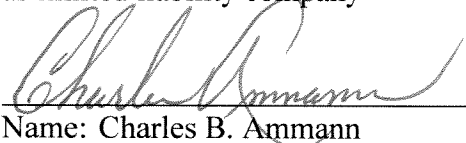
Following the termination of the Security Agreement in accordance with its terms, the Patents and any and all financing statements filed on behalf of Assignee will be automatically terminated, released, and/or reassigned to Assignor, and Assignee shall execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

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IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Patents) to be duly executed as of the date first written above.


ASSIGNOR:

TRIUNE SYSTEMS, L.L.C.,
a Texas limited liability company

By: 
Name: Charles B. Ammann
Title: Secretary

ASSIGNEE:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: ECLIFF JACKMAN
Title: VICE PRESIDENT

SCHEDULE A

U.S. PATENTS

RECORD OWNER: TRIUNE SYSTEMS, L.L.C.

Recorded Owner	Title	Application No.	Filing Date	Pub No./ Registration No.	Pub. Date/ Issue Date	Status
Triune Systems, L.L.C.	Adaptive Termination	13072462	3/25/2011	8373436	2/12/2013	In Force
Triune Systems, L.L.C.	Inductive Data Communication	13045493	3/10/2011	8583037	4/12/2013	In Force
Triune Systems, L.L.C.	Electrical Interconnect Status Monitoring System	13914501	6/10/2013	8896318	11/25/2014	In Force

SCHEDULE B

PENDING U.S. PATENTS

RECORD OWNER: TRIUNE SYSTEMS, INC.

Recorded Owner	Title	Application No.	Filing Date	Pub No./ Registration No.	Pub. Date/ Issue Date	Status
Triune Systems, L.L.C.	Wireless Power Transceiver System	13355416	1/20/2012			Pending
Triune Systems, L.L.C.	Electrical Line Status Monitoring System	13355396	1/20/2012			Pending
Triune Systems, L.L.C.	Coupled Inductor system Having Multi-Tap Coil	13430338	3/26/2012			Pending
Triune Systems, L.L.C.	Rechargeable Energy Storage Apparatus	13410002	3/1/2012			Pending
Triune Systems, L.L.C.	Variable Power Energy Harvesting System	13427850	3/22/2012			Pending
Triune Systems, L.L.C.	Wireless Power Transmittal	13434807	3/29/2012			Pending
Triune Systems, L.L.C.	Scalable Harvesting System and Method	13772190	2/20/2013			Pending
Triune Systems, L.L.C.	Remote Energy Transfer System	13852780	3/28/2013			Pending
Triune Systems, L.L.C.	Method and System of Wireless Power Transfer Foreign Object Detection	13743765	1/17/2013			Pending
Triune Systems, L.L.C.	Adaptive Termination	13765243	2/12/2013			Pending
Triune Systems, L.L.C.	Adaptive Power Control for Energy Harvesting	13874321	4/30/2013			Pending
Triune Systems, L.L.C.	Low Power Converter	14230645	3/31/2014			Pending
Triune Systems, L.L.C.	Driver Method	13232855	9/14/2011			Pending

Triune Systems, L.L.C.	Coupled Inductor Power Transfer System	13309406	12/1/2011			Pending
Triune Systems, L.L.C.	Multiple Coil Data Transmission System	13309423	12/1/2011			Pending
Triune Systems, L.L.C.	Isolation for Communication and Power	14638701	3/4/2014			Pending
Triune Systems, L.L.C.	Multi-Use Wireless Power and Data System	62/031,027	7/30/2014			Pending Provisional
Triune Systems, L.L.C.	Power Sharing Solid-State Relay	62/031,066	7/30/2014			Pending Provisional