

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7803042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF PATENT SECURITY INTEREST PREVIOUSLY RECORDED AT REEL/FRAE (039170/0127)

CONVEYING PARTY DATA

Name	Execution Date
HSBC BANK USA, NATIONAL ASSOCIATION, AS RESIGNING AGENT	02/10/2023

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS SUCCESSOR AGENT
Street Address:	10 S. DEARBORN
Internal Address:	FLOOR L2
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15058701

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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: 2124552592

Email: jnull@stblaw.com

Correspondent Name: COURTNEY WELSHIMER

Address Line 1: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2423
NAME OF SUBMITTER:	J. JASON MULL
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	02/17/2023

Total Attachments: 6

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ASSIGNMENT OF SECURITY INTEREST IN PATENTS

This **ASSIGNMENT OF SECURITY INTEREST IN PATENTS** (“Security Interest Assignment”), dated as of February 10, 2023, is made by HSBC BANK USA, NATIONAL ASSOCIATION, in its capacity as the resigning administrative agent (the “Resigning Agent”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as the successor administrative agent (the “Successor Agent”).

WITNESSETH:

WHEREAS, reference is made to (i) the Security Agreement dated as of May 2, 2013 (as amended, modified, supplemented or restated from time to time, the “Security Agreement”) by and among Semtech Corporation, a Delaware corporation (the “Borrower”), certain of the Borrower’s other direct or indirect domestic subsidiaries, jointly and severally as Grantors, and HSBC Bank USA, National Association, in its separate capacity as the Administrative Agent, for the benefit of the Secured Parties, and (ii) the Grant of Security Interest (Patents) dated as of May 13, 2015 (as amended, modified and supplemented from time to time, the “Patent Security Agreement”) by and among the Triune Systems, L.L.C., a Texas limited liability company (the “Assignor”) and the Resigning Agent, pursuant to which, 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 the 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, the Assignor assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Resigning Agent, as Administrative Agent for the benefit of the Secured Parties, and granted to the Resigning Agent, as Administrative Agent for the benefit of the Secured Parties, a security interest (the “Security Interest”) in and to all of the Assignor’s rights, title and interests in, to and under all Patents (as defined in the Security Agreement);

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on May 28, 2015 at Reel/Frame 035732/0307;

WHEREAS, the Patent Security Agreement was supplemented by that certain Supplement to Grant of Security Interest (Patents) dated as of May 1, 2016 (the “Patent Security Agreement Supplement”) between and among the Assignor and the Resigning Agent, and such Patent Security Agreement Supplement was recorded in the United States Patent and Trademark Office on July 15, 2016 at Reel/Frame 039170/0127;

WHEREAS, pursuant to the Patent Security Agreement Supplement, the Assignor pledged to the Resigning Agent, for the benefit of the Secured Parties, a Security Interest specifically in the additional Patents (as defined in the Patent Security Agreement) listed on Exhibit A hereto (the “Additional Patent Collateral”);

WHEREAS, pursuant to that certain Third Amendment and Restatement Agreement dated as of September 26, 2022, Resigning Agent resigned as Administrative Agent and Successor Agent was appointed as Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, Resigning Agent desires to assign its rights under the Patent Security Agreement Supplement to Successor Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignment

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Patent Security Agreement Supplement, including Resigning Agent's Security Interest in the Additional Patent Collateral.

(b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Patent Security Agreement Supplement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent under the Patent Security Agreement Supplement shall be terminated.

Miscellaneous

(a) Terms capitalized but not defined herein shall have the meaning provided or provided by reference for such terms in the Patent Security Agreement, the Patent Security Agreement Supplement or the Security Agreement, as applicable.

(b) Neither this Security Interest Assignment nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Security Interest Assignment) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Security Interest Assignment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) **THIS SECURITY INTEREST ASSIGNMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SECURITY INTEREST ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.**

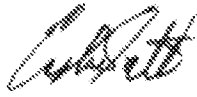
(e) This Security Interest Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Security Interest Assignment may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart of a signature page to this Security Interest Assignment by facsimile or electronic transmission (such as "PDF") will be as effective as delivery of a manually executed counterpart of this Security Interest Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

HSBC BANK USA, NATIONAL ASSOCIATION,
in its capacity as the Resigning Agent

By: 
Name: Ershad Sattar
Title: Vice President

JPMORGAN CHASE BANK, N.A., in its capacity
as the Successor Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

HSBC BANK USA, NATIONAL ASSOCIATION,
in its capacity as the Resigning Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., in its capacity
as the Successor Agent

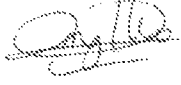
By:  _____
Name: Richard Ong Pho
Title: Executive Director

EXHIBIT A

PENDING U.S. PATENTS APPLICATIONS

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.	Circuits and Methods for Providing Power and Data Communication in Isolated System Architectures	15/058,701	3/2/2016			Pending