

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7747435

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/01/2012
CONVEYING PARTY DATA	
Name	Execution Date
SMSC HOLDINGS SARL	05/01/2012
RECEIVING PARTY DATA	
Name:	MICROCHIP TECHNOLOGY INCORPORATED
Street Address:	2355 WEST CHANDLER BLVD.
City:	CHANDLER
State/Country:	ARIZONA
Postal Code:	85224-6199
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8014423
Patent Number:	9078289
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Email:	dallen@sgbfirm.com
Correspondent Name:	SLAYDEN GRUBERT BEARD PLLC
Address Line 1:	401 CONGRESS AVENUE
Address Line 2:	SUITE 1650
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	68354.100001
NAME OF SUBMITTER:	DEBBIE ALLEN
SIGNATURE:	/Debbie Allen/
DATE SIGNED:	01/18/2023
Total Attachments: 211	
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EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

by and among

**MICROCHIP TECHNOLOGY INCORPORATED
MICROCHIP TECHNOLOGY MANAGEMENT CO.**

and

STANDARD MICROSYSTEMS CORPORATION

Dated as of May 1, 2012

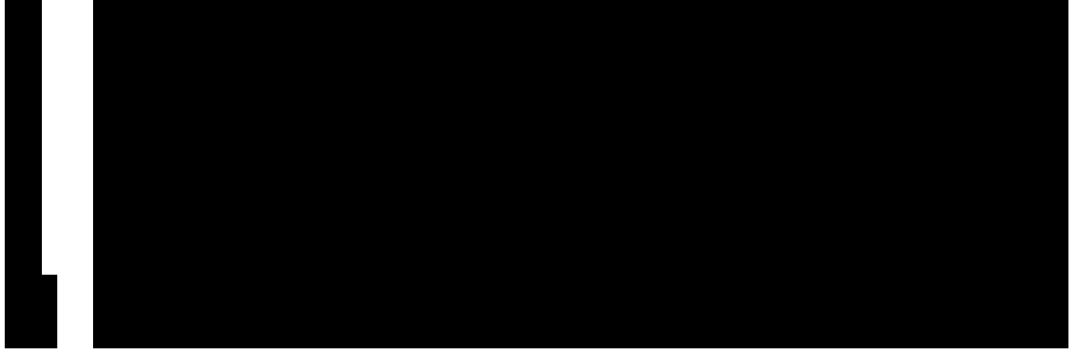
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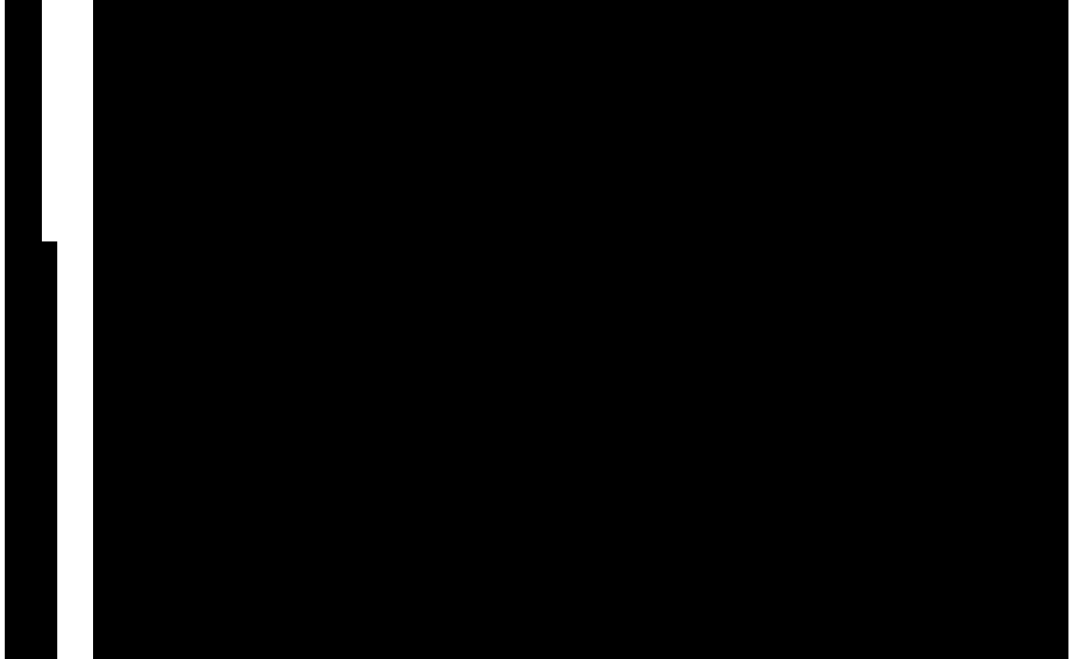
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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of May 1, 2012, by and among MICROCHIP TECHNOLOGY INCORPORATED, a Delaware corporation ("Parent"), MICROCHIP TECHNOLOGY MANAGEMENT CO., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and STANDARD MICROSYSTEMS CORPORATION, a Delaware corporation (the "Company"). All capitalized terms used in this Agreement shall have the respective meanings ascribed thereto in Article I.

WITNESSETH:



WHEREAS, the Board of Directors of the Company (the "Company Board") unanimously has (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are advisable, (ii) determined that this Agreement and the transactions contemplated hereby, including the Merger, are fair to and in the best interests of the Company and its stockholders, (iii) approved this Agreement and the transactions contemplated hereby, including the Merger, and (iv) resolved to recommend that the Company stockholders adopt this Agreement, all upon the terms and subject to the conditions set forth herein.

WHEREAS, the Boards of Directors of Parent and Merger Sub unanimously have (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are advisable, and (ii) approved this Agreement and the transactions contemplated hereby, including the Merger, all upon the terms and subject to the conditions set forth herein.

WHEREAS, concurrently with the execution and delivery of this Agreement, as a condition and inducement to the willingness of Parent and Merger Sub to enter into this Agreement, each of the directors and certain officers of the Company, in their respective capacities as stockholders of the Company, have entered into Voting Agreements with Parent substantially in the form attached hereto as Annex A (each, a "Voting Agreement" and collectively, the "Voting Agreements").

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, Parent, Merger Sub and the Company hereby agree as follows:

**ARTICLE I
DEFINITIONS & INTERPRETATIONS**

1.1 Certain Definitions. For all purposes of and under this Agreement, the following capitalized terms shall have the following respective meanings:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Company IP” means all Intellectual Property Rights that are used by or otherwise licensed to or owned by the Company or any of its Subsidiaries.

“Company Intellectual Property Rights” means all of the Intellectual Property Rights owned by or exclusively licensed to the Company or any of its Subsidiaries.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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“Intellectual Property Rights” means any or all of the following and all statutory and/or common law rights throughout the world in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models, including utility patents and design patents, and all registrations and applications therefore (including provisional applications) and all reissues, divisions, renewals, extensions, re-examinations, provisionals, continuations and continuations in part thereof and equivalent or similar rights anywhere in the world in inventions (collectively, “Patents”); (ii) all inventions (whether or not patentable, reduced to practice or made the subject of a pending patent application), invention disclosures and improvements, all trade secrets, know-how, and confidential or proprietary information (collectively, “Trade Secrets”); (iii) all works of authorship, copyrights (registered or otherwise, including in Software), mask works, copyright and mask work registrations and applications and all other rights corresponding thereto throughout the world, and all rights therein provided by international treaties or conventions (collectively, “Copyrights”); (iv) all industrial designs and any registrations and applications therefore; (v) all trade names, trade dress, logos, or other corporate designations, trademarks and service marks, whether or not registered, including all common law rights, and trademark and service mark registrations and applications, including all marks registered in the United States Patent and Trademark Office and the Trademark Offices of other nations throughout the world, and all rights therein provided by international treaties or conventions (collectively, “Trademarks”); (vi) all rights in

databases and data collections (including knowledge management databases, customer lists and customer databases) and Software; (viii) all rights to Uniform Resource Locators, Web site addresses and domain names and applications and registrations therefore (collectively, "Domain Names"); and (ix) any similar, corresponding or equivalent rights to any of the foregoing.

[REDACTED]

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“Registered IP” means all United States, international and foreign: (i) Patents; (ii) Trademark registrations and applications for registration; (iii) Copyright registrations and applications for registration; (iv) Domain Name registrations; and (v) any other Intellectual Property Rights that are the subject of an application or registration.

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“Subsidiary” means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.2 Additional Definitions. The following capitalized terms shall have the respective meanings ascribed thereto in the respective sections of this Agreement set forth opposite each of the capitalized terms below:

Term	Section Reference
[REDACTED]	[REDACTED]

Term	Section Reference
[REDACTED]	[REDACTED]
<u>Company IP Agreements</u>	3.22(e)
<u>Company Registered IP</u>	3.22(b)
[REDACTED]	[REDACTED]

Term	Section Reference
[REDACTED]	[REDACTED]

1.3 Certain Interpretations.

(a) Unless otherwise indicated, all references herein to Sections, Articles, Annexes, Exhibits or Schedules, shall be deemed to refer to Sections, Articles, Annexes, Exhibits or Schedules of or to this Agreement, as applicable.

(b) Unless otherwise indicated, the words “include,” “includes” and “including,” when used herein, shall be deemed in each case to be followed by the words “without limitation.”

(c) The table of contents and headings set forth in this Agreement are for convenience of reference purposes only and shall not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision hereof.

(d) Unless otherwise specifically provided, all references in this Agreement to “Dollars” or “\$” means United States Dollars.

(e) As used in this Agreement, the singular or plural number shall be deemed to include the other whenever the context so requires. Article, Section, clause and Schedule references contained in this Agreement are references to Articles, Sections, clauses and Schedules in or to this Agreement, unless otherwise specified.

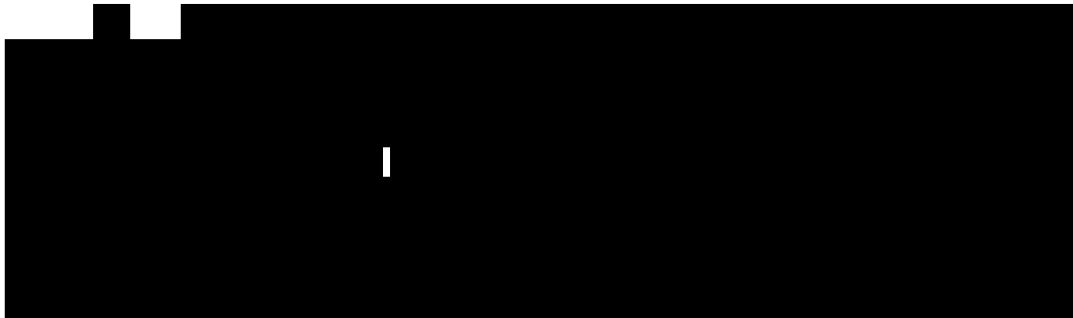
(f) As used in this Agreement, the word “extent” and the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such word or phrase shall not mean simply “if”.

(g) Whenever any reference is made in this Agreement to the Company having “made available” any document or information, such phrase shall include having made such document or information available (i) prior to the date of this Agreement in the electronic data room utilized in connection with the transactions contemplated by this Agreement or (ii) if such document is referred to in the Index to Exhibits in the Company Form 10-K, in the Electronic Data Gathering, Analysis and Retrieval (EDGAR) database of the SEC.

(h) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Applicable Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

ARTICLE II THE MERGER

2.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement and the applicable provisions of Delaware Law, at the Effective Time, Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall thereupon cease and the Company shall continue as the surviving corporation. The Company, as the surviving corporation of the Merger, is sometimes hereinafter referred to as the “Surviving Corporation.”



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**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

Except, with respect to any Section of this Article III, as set forth in the section of the disclosure letter delivered by the Company to Parent on the date of this Agreement (the "Company Disclosure Letter") that specifically relates to such Section or in another section of the Company Disclosure Letter to the extent it is reasonably apparent from the text of such disclosure that such disclosure is applicable to such Section, and except as disclosed in the Annual Report on Form 10-K of the Company for the fiscal year ended February 29, 2012 (the "Company Form 10-K") (other than disclosures in the "Risk Factors" or "Forward-Looking Statements" sections of such reports, other disclosures that are similarly non-specific or are predictive or forward-looking in nature and excluding any exhibits incorporated by reference in such reports), the Company hereby represents and warrants to Parent and Merger Sub as follows:

3.1 Organization and Standing. The Company is a corporation duly organized, validly existing and in good standing under Delaware Law. The Company has the requisite power and authority to carry on its business as it is presently being conducted and to own, lease or operate its respective properties and assets. The Company is duly qualified to do business and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary (to the extent the "good standing" concept is applicable in the case of any jurisdiction outside the United States), except where the failure to be so qualified or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company has delivered or made available to Parent complete and correct copies of its certificate of incorporation and bylaws, as amended to date. The Company is not in violation of its certificate of incorporation or bylaws. The Company has delivered or made available to Parent complete and correct copies of the minutes (or, in the case of draft minutes, the most recent drafts thereof) of all meetings of the stockholders, the Company Board and each committee of the Company Board held since January 1, 2010 other than any such minutes relating to this Agreement or the transactions contemplated hereby or any alternatives to this Merger considered by the Company Board.

3.2 Subsidiaries.

(a) Section 3.2(a) of the Company Disclosure Letter contains a complete and accurate list of the name and jurisdiction of organization of each Subsidiary of the Company. Except for the Company's Subsidiaries, the Company does not own, directly or indirectly, any capital stock of, or other equity or voting interest in, any Person.

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect, each of the Company's Subsidiaries (i) is duly organized, validly existing and in good standing under the Applicable Laws of the jurisdiction of its respective organization (to the extent the "good standing" concept is applicable in the case of any jurisdiction outside the United

States), (ii) has the requisite power and authority to carry on its respective business as it is presently being conducted and to own, lease or operate its respective properties and assets, (iii) is duly qualified to do business and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary (to the extent the “good standing” concept is applicable in the case of any jurisdiction outside the United States) and (iv) is in compliance with its respective certificate of incorporation, bylaws or other applicable constituent documents. The Company has delivered or made available to Parent complete and correct copies of the certificates of incorporation and bylaws or other constituent documents, as amended to date, of each of the Company’s Subsidiaries.

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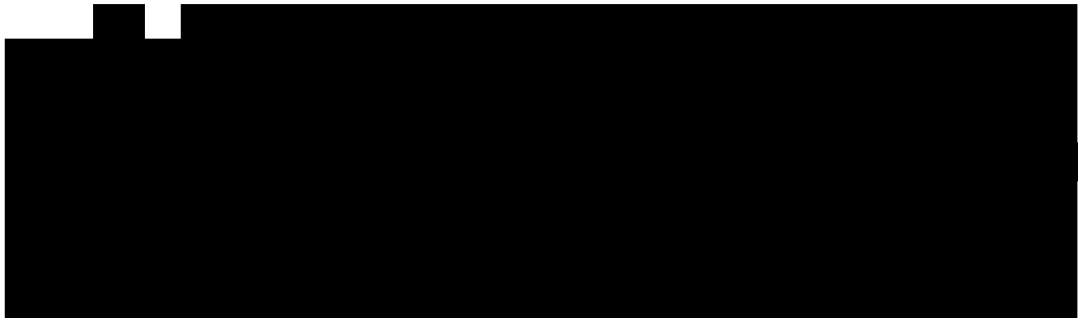
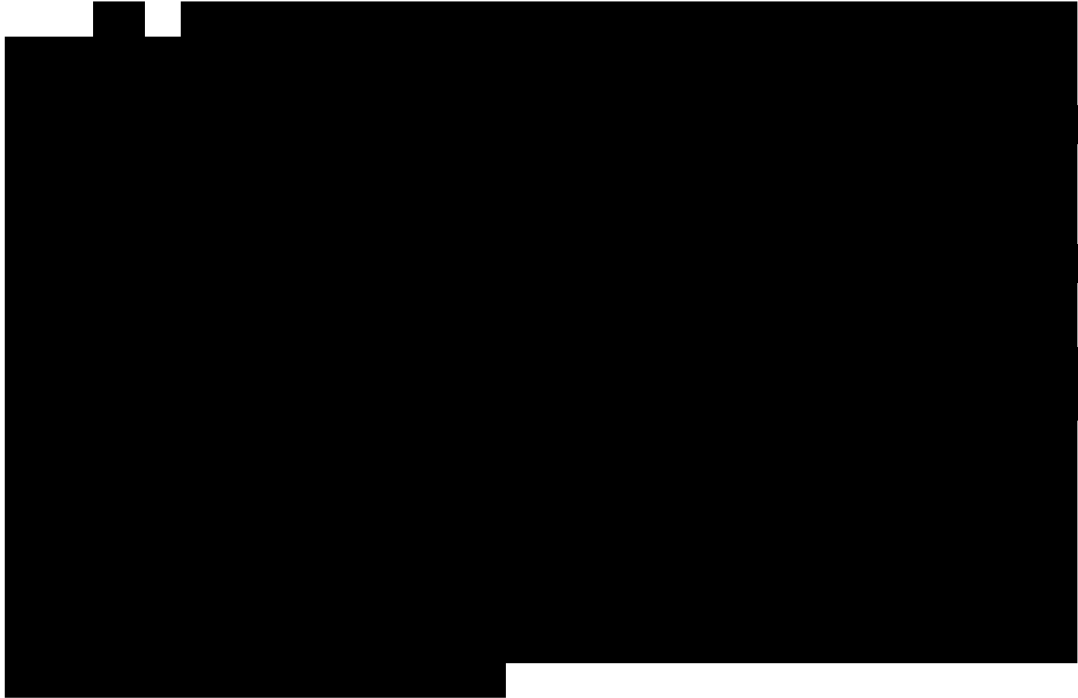
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3.22 Intellectual Property.

(a) Section 3.22(a) of the Company Disclosure Letter contains a complete and accurate list of all Company Products and all Domain Names under which Company operates its business.

(b) Section 3.22(b) of the Company Disclosure Letter contains a complete and accurate list of the Company Intellectual Property Rights that are Registered IP and material unregistered Trademarks (“Company Registered IP”), in each case listing, as applicable, (i) the name of the current owner, (ii) the jurisdiction where the application/registration is located, (iii) the application or registration number, (iv) the filing date, and issuance/registration/grant date, and (v) the prosecution status thereof.

(c) To the Knowledge of the Company, the Company Registered IP is valid, sustaining and enforceable.

(d) To the Knowledge of the Company, with respect to each item of Company Registered IP, all necessary registration, maintenance and renewal fees have been paid.

(e) Section 3.22(e) of the Company Disclosure Letter contains a complete and accurate list of all Contracts (i) under which the Company or any of its Subsidiaries has the right to use any material Company IP, other than Shrink-Wrap Code or (ii) under which the Company or any of its Subsidiaries licenses to others the right to use any material Company Intellectual Property Rights, other than non-disclosure agreements and non-exclusive license agreements entered into in the ordinary course of business (such

Contracts, the “Company IP Agreements”). The Company has made available to Parent complete and correct copies of each such Company IP Agreement. To the Knowledge of the Company, (x) each Company IP Agreement is valid and binding on the Company or the Subsidiary of the Company that is a party thereto and is in full force and effect, (y) neither the Company nor any of its Subsidiaries that are a party thereto, nor any other party thereto, is in breach of, or default under, any such Company IP Agreement, and (z) no event has occurred that with notice or lapse of time or both would constitute such a breach or default thereunder by the Company or any of its Subsidiaries, in each of clauses (x), (y) and (z), except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. To the Knowledge of the Company, there are no pending material disputes regarding the scope of such Company IP Agreements, performance under the Company IP Agreements, or with respect to payments made or received under such Company IP Agreements.

(f) To the Knowledge of the Company, (i) the Company and its Subsidiaries own or have sufficient rights to use all Intellectual Property Rights that are either used in or necessary for the conduct of the business of the Company and its Subsidiaries as currently conducted, and (ii) neither the operation of the business of the Company nor the use, provision, support, reproduction, making, distribution, marketing, sale, license or display of the Company Products by Company or its Subsidiaries infringes or misappropriates the Intellectual Property Rights or Moral Rights of any Person, in each of clauses (i) and (ii), except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(g) To the Knowledge of the Company, the Company and its Subsidiaries own all right, title and interest in the owned Company Intellectual Property Rights, free and clear of all Liens other than (i) obligations arising under the terms of any of the Company IP Agreements listed on Section 3.22(e) of the Company Disclosure Letter (or other Contracts that need not be listed in Section 3.22(e)) and (ii) Permitted Liens. To the Knowledge of the Company, the Company and its Subsidiaries have the exclusive right to bring actions against any person that is infringing any Company Intellectual Property Rights and to retain for themselves any damages recovered in any such action. To the Knowledge of the Company, no Person other than the Company and its Subsidiaries has ownership rights to any Company Intellectual Property Rights.

(h) The Company and each of its Subsidiaries have taken commercially reasonable steps to protect the confidentiality of the Trade Secrets that comprise any part of the Company Intellectual Property Rights, and to the Knowledge of the Company, there is no unauthorized use, disclosure or misappropriation of any such Trade Secrets by any Person. To the Knowledge of the Company, all use and disclosure of Trade Secrets owned by another Person by the Company or any of its Subsidiaries have been pursuant to the terms of a written agreement with such Person or such use and disclosure by the Company or any of its Subsidiaries was otherwise lawful, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. Without limiting the foregoing, the Company and its

Subsidiaries have a policy requiring employees, consultants and contractors to execute a confidentiality and assignment agreement which (i) assigns to the Company or one of its Subsidiaries all right, title and interest in any Intellectual Property Rights created by such persons within the scope of their involvement with the Company or applicable Subsidiary and (ii) provides reasonable protection for Trade Secrets of the Company and its Subsidiaries. To the Knowledge of the Company, to the extent permissible under Applicable Law, all current or former employees, consultants and contractors of the Company or any Subsidiary that have created any Company Intellectual Property Rights have executed such agreements, and no party to any such agreement is in breach thereof.

(i) To the Knowledge of the Company, no Person is infringing upon or otherwise violating any Company Intellectual Property Rights, and neither the Company nor any of its Subsidiaries have asserted or threatened any claim against any Person alleging the same that remains unresolved, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(j) There is no unresolved Legal Proceeding brought by a third party that has been served upon, filed or, to the Knowledge of the Company, threatened with respect to (i) any alleged infringement or other violation by the Company or any of its Subsidiaries or any of its or their current products or services or other operation of the Company's or any of its Subsidiaries' business of the Intellectual Property Rights of such third party or (ii) any challenge to the validity or enforceability of, or contesting the Company's or any of its Subsidiaries' rights with respect to, any Company Intellectual Property Rights except, in each of clauses (i) and (ii), as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. The Company and its Subsidiaries are not subject to any Order of any Governmental Entity that materially restricts or impairs the use, transfer or licensing of any Company Intellectual Property Rights.

(k) To the Knowledge of the Company, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (including the Merger) will not result in any of the following events that, but for the consummation of the transactions contemplated hereby, would not have occurred: (i) the Company or its Subsidiaries granting to any third party any rights or licenses to any Company Intellectual Property Rights, except to the extent currently licensed, (ii) the vesting of any right of termination or cancellation of the counterparty under any Company IP Agreement, (iii) any payment of fees, penalties or royalties under any Company IP Agreement (other than user, seat-based or similar fees), (iv) a change in the scope of any Intellectual Property Rights granted to, or by, the Company or its Subsidiaries, (v) the imposition of any Lien on any owned Company Intellectual Property Rights (other than Permitted Liens), or (vi) after the Merger, Parent or any of its Subsidiaries or Affiliates being required to grant any third party any rights or licenses to any of Parent's or any of its Subsidiaries' or Affiliates' Intellectual Property Rights (except with respect to the Company Intellectual Property Rights), in each of clauses (i) through (vi), except as is not and would not reasonably be

expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(l) Except as set forth in Section 3.22(l) of the Company Disclosure Letter, no Software that constitutes Public Software was or is contained or included in, incorporated into, or integrated with any Company Product. Section 3.22(l) of the Company Disclosure Letter sets forth a list of all such Public Software, including: (i) the name of the Public Software; (ii) the website at which the license terms are available; (iii) the applicable Company Product referred to in the first sentence of this Section 3.22(l); and (iv) whether or not the Public Software has been modified or distributed.

(m) The Company and its Subsidiaries are in full compliance with all Public Software license agreements to which the Company or a Subsidiary, as applicable, is a party, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(n) To the Knowledge of the Company, neither the Company nor any of its Subsidiaries have published or disclosed any Source Code owned by the Company or its Subsidiaries, except to their employees, customers or advisers pursuant to non-disclosure agreements, commercial agreements or license agreements subject to confidentiality obligations, nor has any other Person done so, except as authorized by the Company under a non-disclosure agreement, commercial agreement or license agreement subject to confidentiality obligations, in each case, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. The consummation of the transactions contemplated hereby (including the Merger) will not constitute a condition sufficient to entitle the beneficiary under any Source Code escrow arrangement under which the Company or any of its Subsidiaries have deposited any material Source Code for any Company Product to require release of such Source Code.

(o) To the Knowledge of the Company, all personally identifiable information which has been collected, stored, maintained or otherwise used by the Company and its Subsidiaries has been collected, stored, maintained and used in accordance with all Applicable Laws, Contracts, and Company policies and industry standards, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. To the Knowledge of the Company, neither the Company nor its Subsidiaries has received a notice of noncompliance with Applicable Laws, Contracts or Company policies related to personally identifiable information.

(p) To the Knowledge of the Company, there are no material defects or errors in the Company Products or any “back door,” “time bomb,” “Trojan horse,” “worm,” “drop dead device,” “virus” or other software routines or hardware components that permit unauthorized access or the unauthorized disruption, impairment, disablement or erasure of such Company Product or data or other software of users of the Company Products.

(q) The Company and its Subsidiaries have taken reasonable steps and implemented reasonable procedures to prevent viruses and other disabling codes from entering Company Products and to otherwise safeguard the information technology systems, and personally identifiable information contained therein, of the Company and its Subsidiaries. To the Knowledge of the Company, there have been no material unauthorized intrusions or breaches of the security of information technology systems of the Company and its Subsidiaries. The Company and its Subsidiaries have reasonable disaster recovery plans procedures and facilities for the business.

(r) Section 3.22(r) of the Company Disclosure Letter sets forth a true and complete list of all industry standards bodies or similar organizations in which the Company and/or any of its Subsidiaries is a member. To the Knowledge of the Company, there is no obligation to license any of the Company Intellectual Property Rights to any third party as a result of participation or membership in any standards body or similar organization. To the Knowledge of the Company, the Company and its Subsidiaries are in material compliance with their current membership in such organizations.

(s) To the Knowledge of the Company, no rights have been granted to any Governmental Entity with respect to any Company Product other than substantially the same standard commercial rights as are granted by the Company to commercial end users of the Company Products in the ordinary course of business consistent with past practices.

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**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB**

Parent and Merger Sub hereby represent and warrant to the Company as follows:

4.1 Organization and Standing. Each of Parent and Merger Sub is duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to conduct its business as it is presently being conducted and to own, lease or operate its respective properties and assets. Each of Parent and Merger Sub is duly qualified to do business and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

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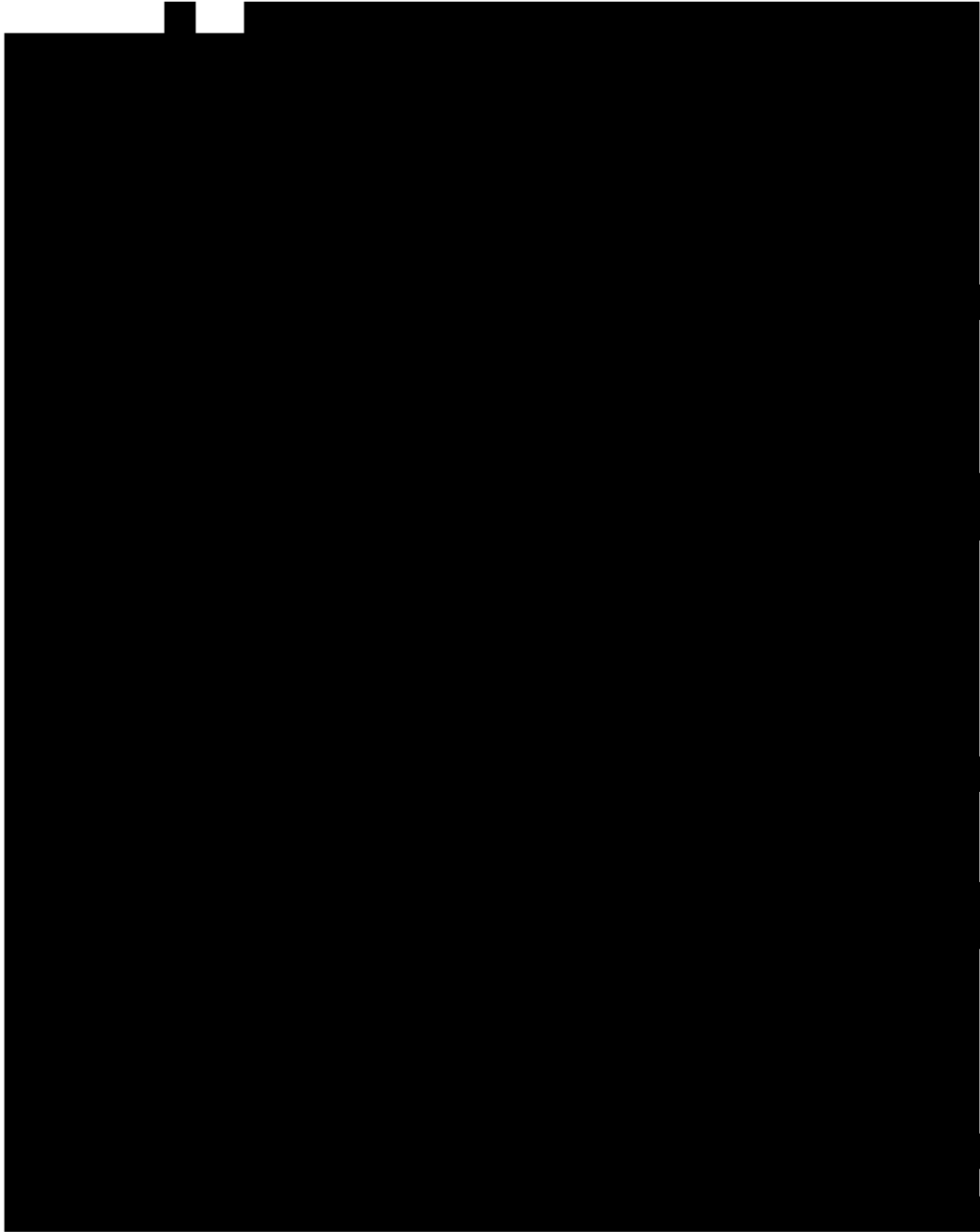
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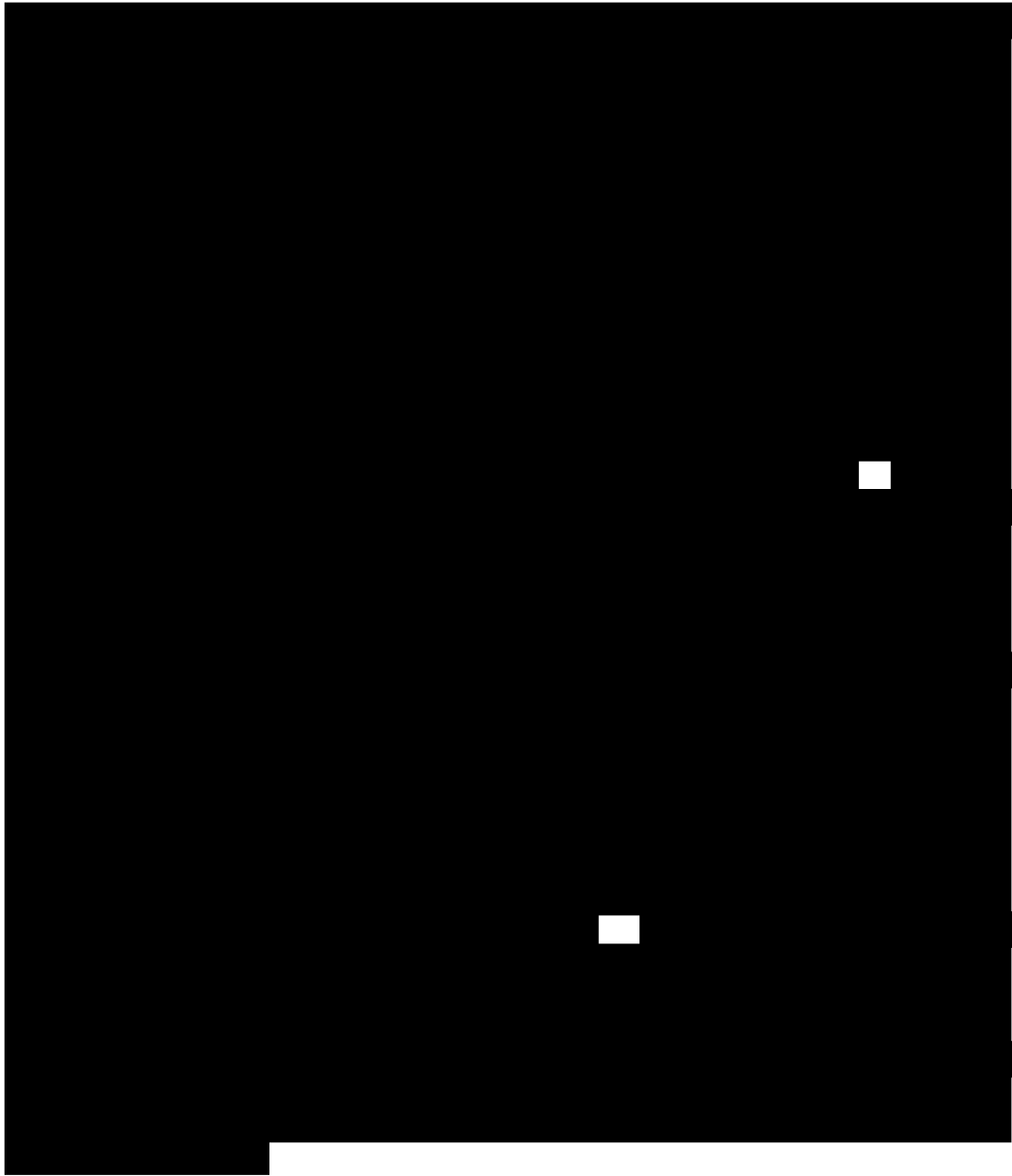
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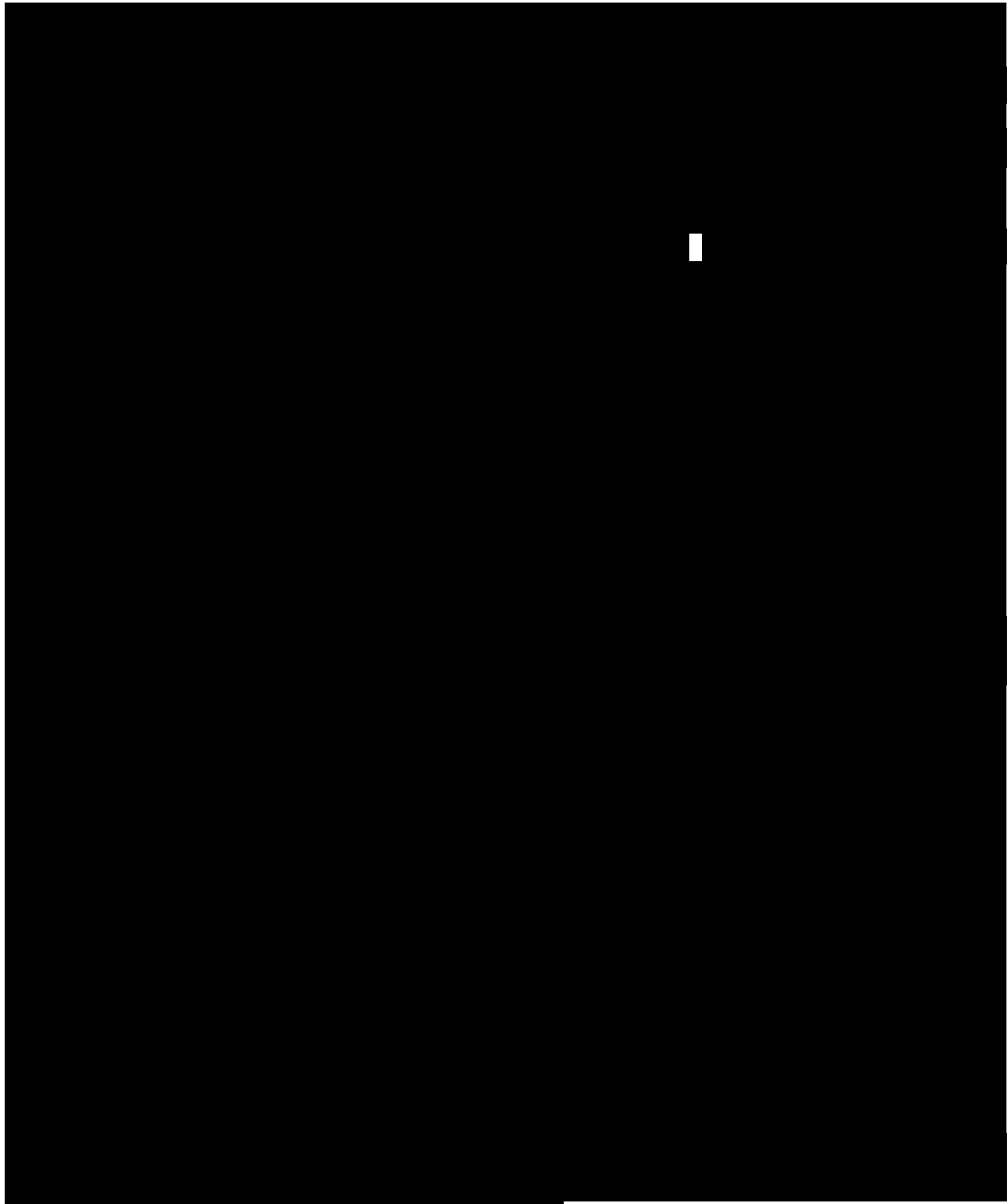
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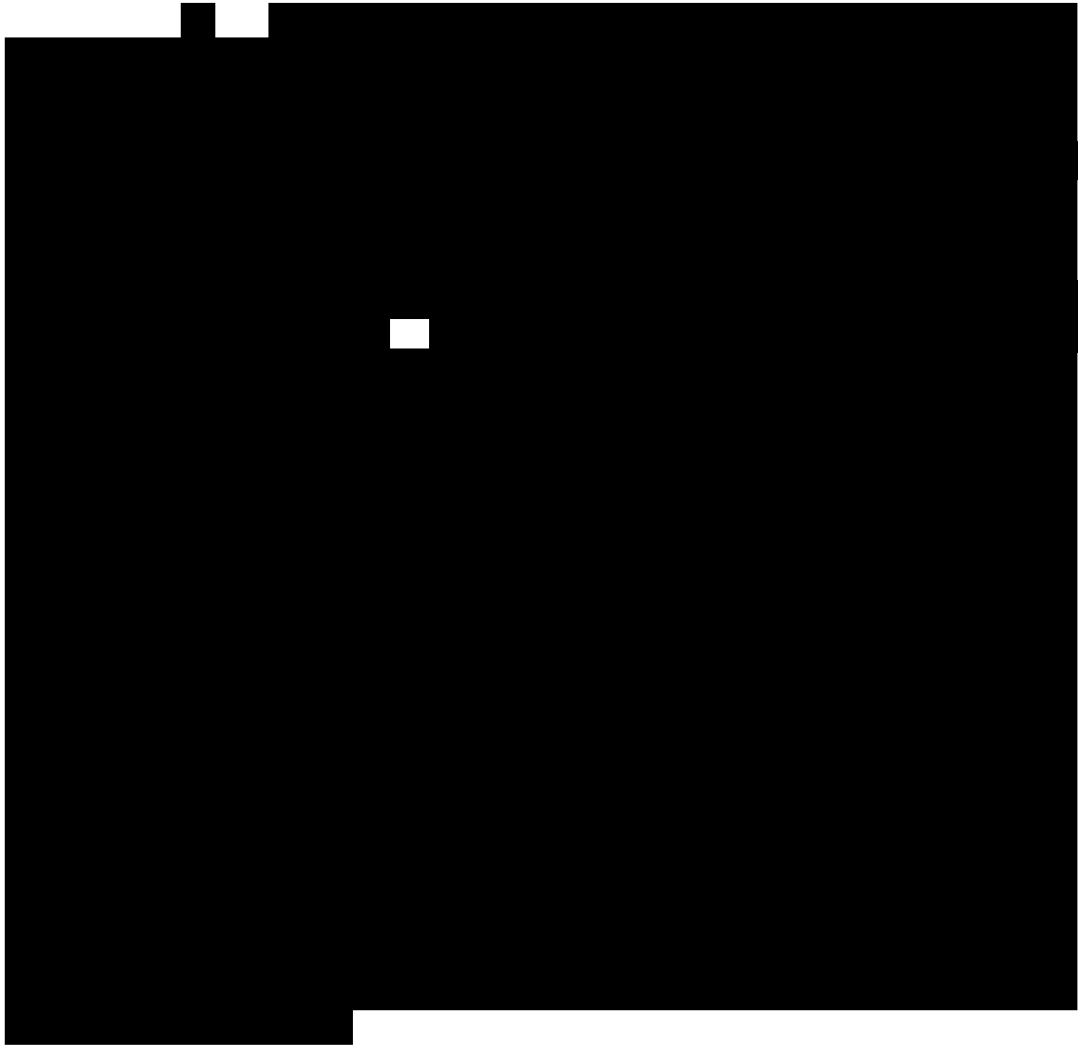


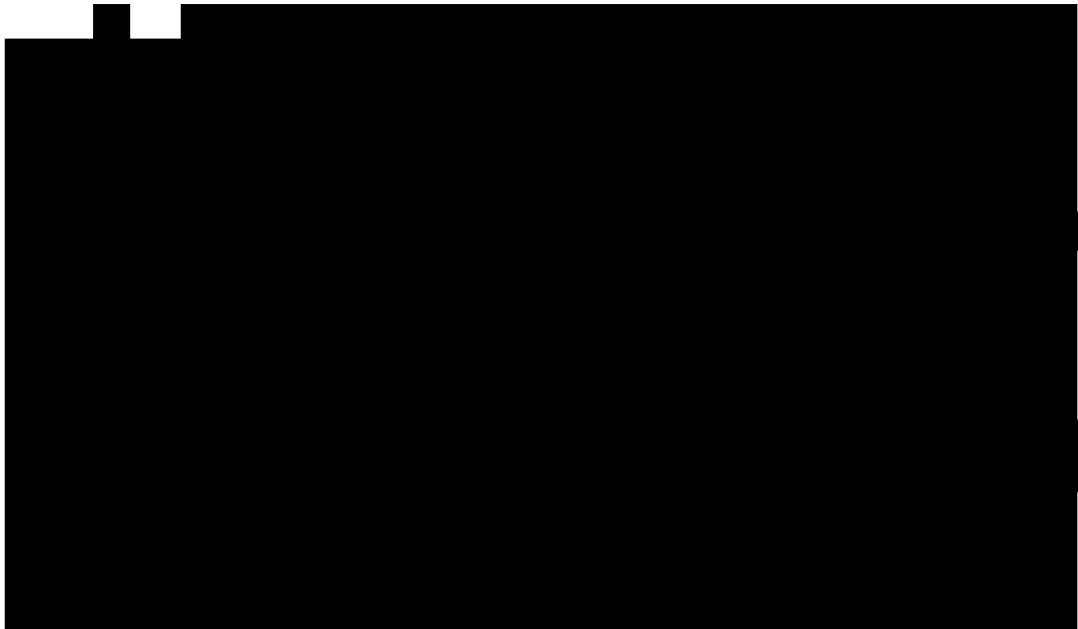


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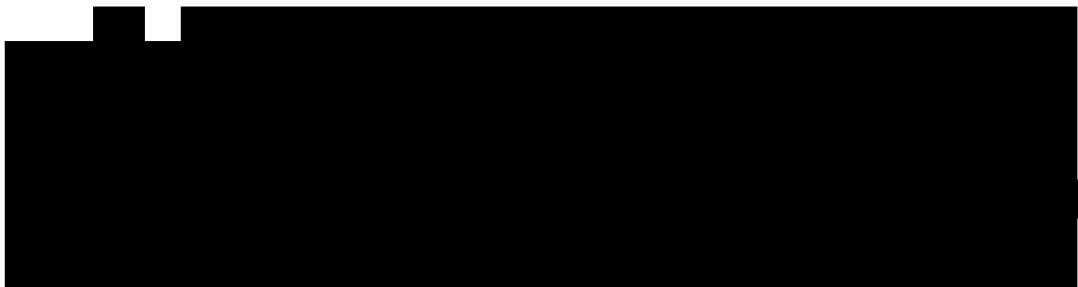


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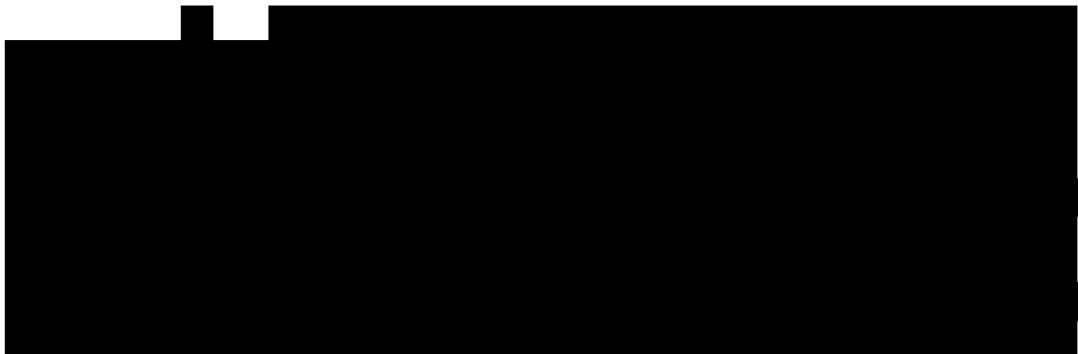
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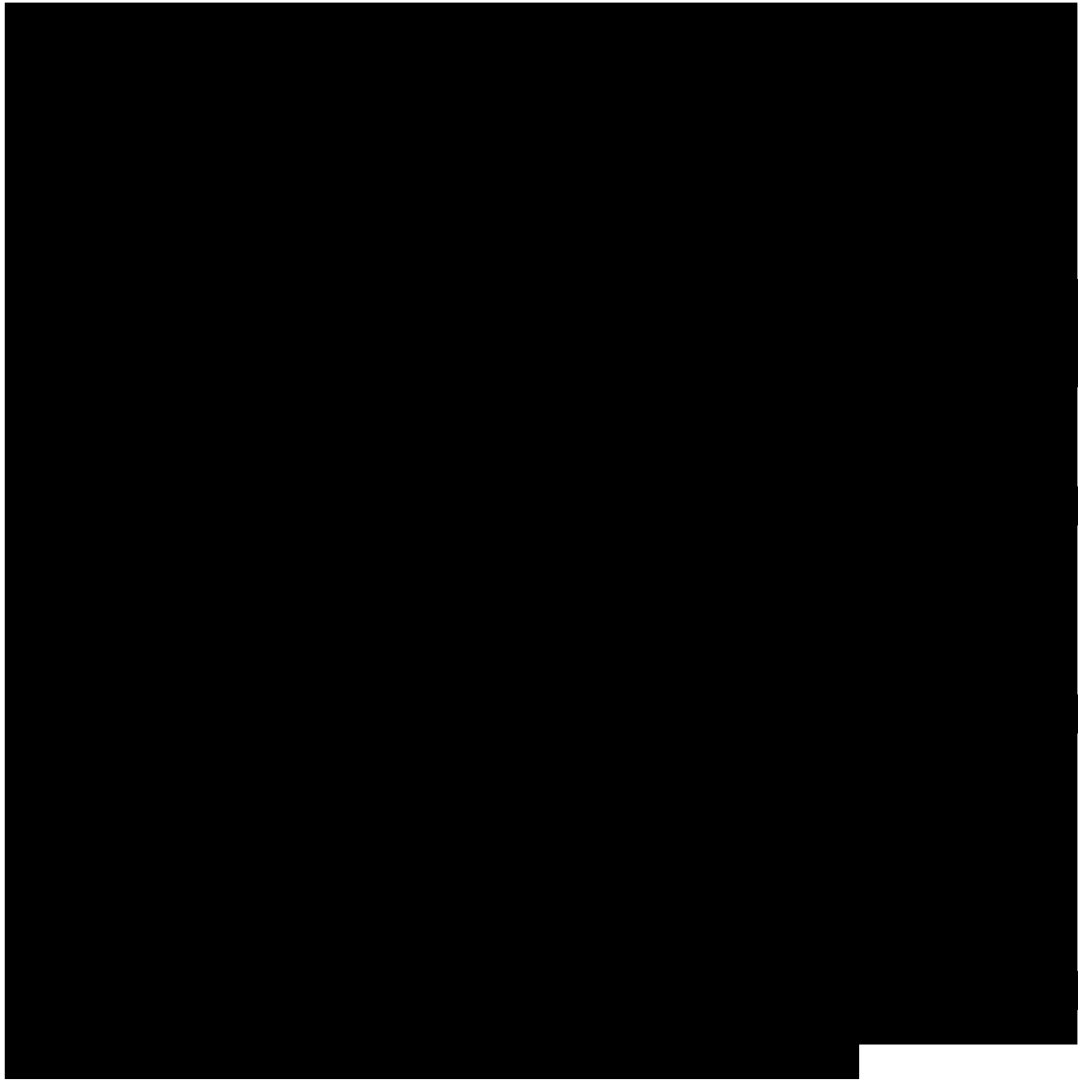
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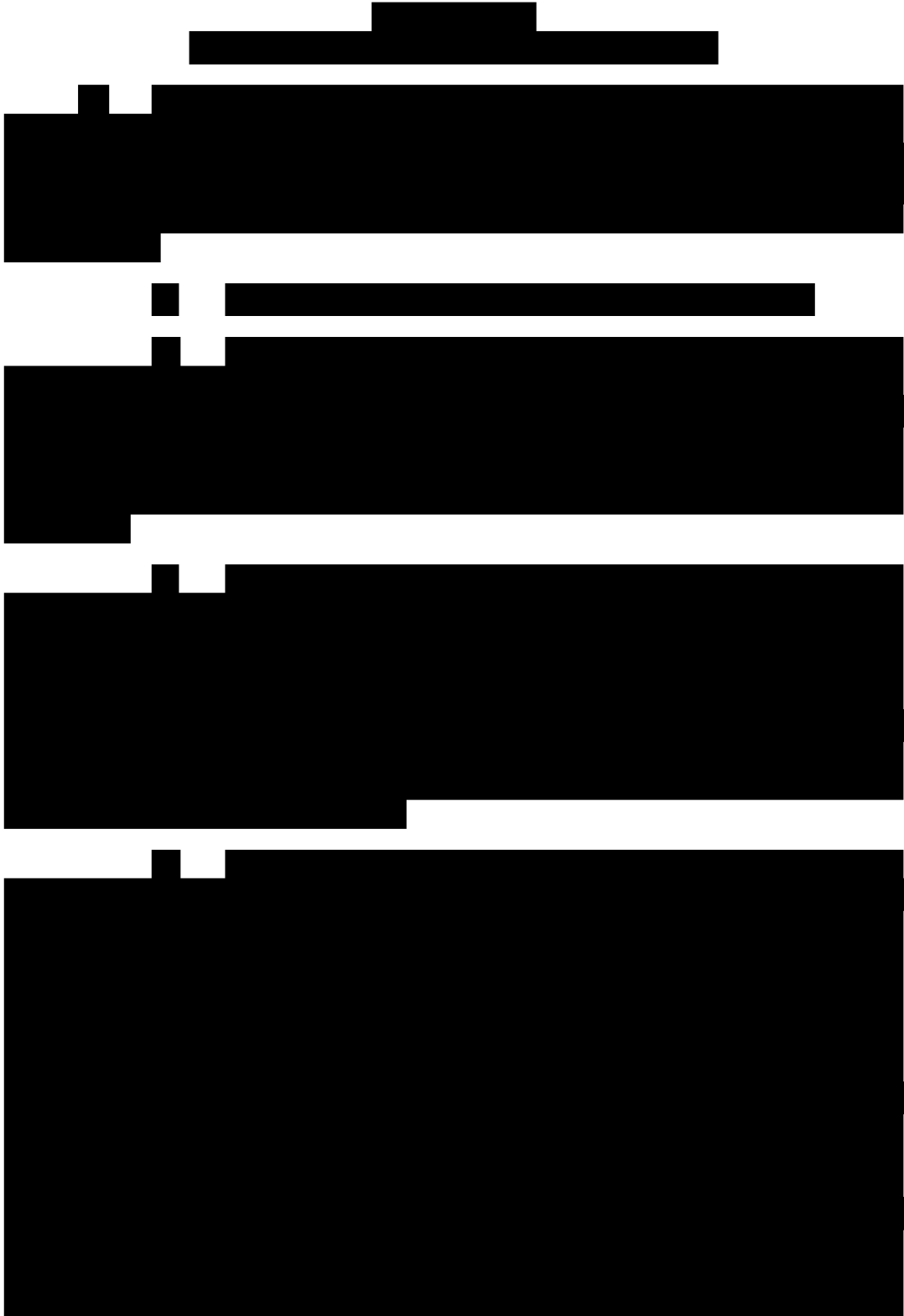
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9.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized officers to be effective as of the date first above written.

MICROCHIP TECHNOLOGY INCORPORATED

By: Steve Sanghi
Name: Steve Sanghi
Title: Chairman, President and Chief Executive Officer

MICROCHIP TECHNOLOGY MANAGEMENT CO.

By: Steve Sanghi
Name: Steve Sanghi
Title: Director and President

STANDARD MICROSYSTEMS CORPORATION

By: Christine King

Name: Christine King

Title: President and Chief Executive Officer

[Signature Page to Merger Agreement]

COMPANY DISCLOSURE LETTER

This disclosure letter (this "Company Disclosure Letter") is being delivered by Standard Microsystems Corporation, a Delaware corporation (the "Company"), to Microchip Technology Incorporated, a Delaware corporation ("Parent"), in connection with the execution and delivery of the Agreement and Plan of Merger dated as of May 1, 2012 (the "Agreement") by and among Parent, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub") and the Company. The information set forth in this Company Disclosure Letter, which relates to the representations, warranties, covenants and agreements of the Company, is subject to the following qualifications:

1. Inclusion of any item in this Company Disclosure Letter (a) does not represent an admission or determination by the Company that such item is material or would constitute or would be reasonably likely to have a Material Adverse Effect or is required to be disclosed in order for the representations and warranties of the Company to be true and correct, nor shall it be deemed to establish a standard for materiality or a Material Adverse Effect, (b) does not represent an admission or determination by the Company that such item did not arise in the ordinary course of business or in a manner consistent with past practice and (c) shall not constitute, or be deemed to be, an admission or indication by any party to any third party of any matter whatsoever (including any breach or violation of any Contract, Applicable Law or Order or any infringement of any Intellectual Property Right). In cases where a representation or warranty is qualified by a reference to materiality or a Material Adverse Effect, the disclosure of any matter in this Company Disclosure Letter shall not imply that any other undisclosed matter that has a greater value or could otherwise be deemed to be more significant (i) is or is reasonably likely to be material or (ii) has had or would be reasonably likely to have a Material Adverse Effect. Except as otherwise expressly contemplated herein, this Company Disclosure Letter and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties, covenants and agreements of the Company contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any such representations, warranties, covenants and agreements. The items in this Company Disclosure Letter include brief descriptions or summaries of certain agreements, instruments and other documents, which descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described.

2. The disclosure set forth in one Section or subsection of this Company Disclosure Letter shall be deemed to apply to and qualify the Section or subsection of the Agreement to which it corresponds in number and each other Section or subsection of the Agreement to the extent that it is reasonably apparent from the text of the disclosure that such disclosure is relevant to such other Section or subsection.

3. Headings shall not have the effect of amending or changing the express description of the items in this Company Disclosure Letter in the corresponding Sections of the Agreement.

4. The information contained in this Company Disclosure Letter is in all respects subject to the Confidentiality Agreement.

5. The rules of interpretation and construction specified in Section 1.3 of the Agreement shall also apply to this Company Disclosure Letter.

[REDACTED]

Section 3.2

Subsidiaries

(a)

<u>Name</u>	<u>Jurisdiction of Organization</u>
1. Standard Microsystems Corporation (Asia)	United States (with branches in Taiwan, Korea, Hong Kong, Beijing, Shanghai, and Shenzhen)
2. Standard Microsystems KK	Japan
3. SMSC Analog Technology Center, Inc.	United States
4. SMSC North America, Inc.	United States
5. SMSC Europe GmbH	Germany
6. SMSC Storage, Inc.	United States
7. Standard Microsystems India Private Limited	India
8. Bridgeco Technologies India Private Limited	India
9. BridgeCo, LLC	United States
10. Standard Microsystems Corporation (Asia) S.C.S.	Luxembourg
11. SMSC Standard Microsystems (Canada) Corporation	Canada
12. SMSC Holdings S.à r.l.	Luxembourg
13. SMSC Trading	Luxembourg (with a branch in Hong Kong)
14. SMSC Sweden AB	Sweden
15. K2L GmbH	Germany
16. SMSC Technology (Shenzhen) Co. Ltd.	China
17. Wireless Audio IP B.V.	The Netherlands
18. Wireless Sound Solutions (WSS) B.V.	The Netherlands
19. Wireless Sound Solutions Pte. Ltd.	Singapore

20. SMSC Bulgaria EOOD

Bulgaria



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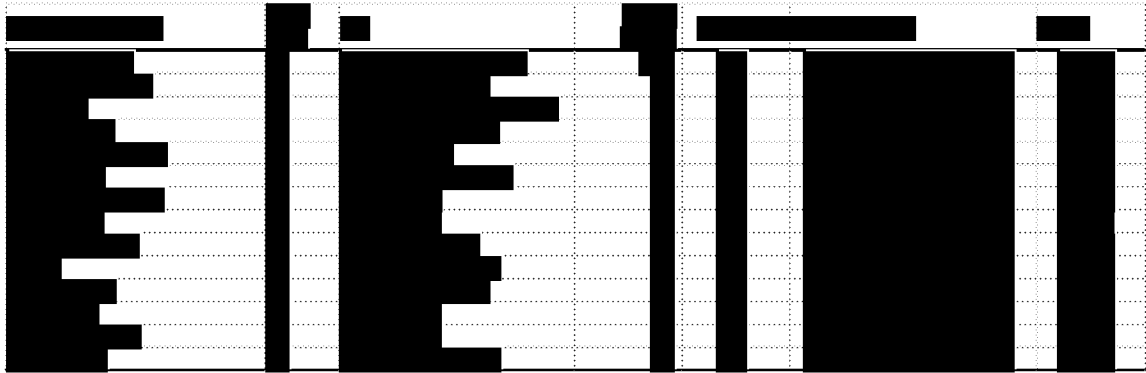
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Section 3.22(b)
Company Registered IP

Patents and Trademarks

See attached Annex 3.22(b) and Supplement to Annex 3.22(b).

Copyrights³

1. TX 6-375-230 "MOST NetServices Version 0.40"
2. TXu1-27-175 "MOST NetServices Version 01.10.02"
3. TX 6-375-229 "MOST NetServices Version 01.10.02 (Green Hills)"

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³ Exclusively licensed from the authors (Germany).

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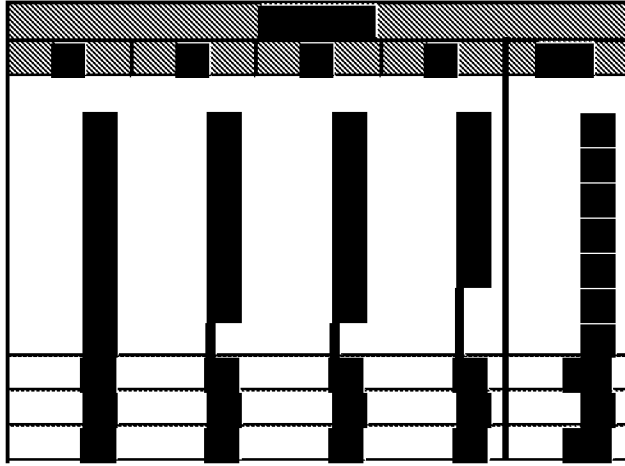
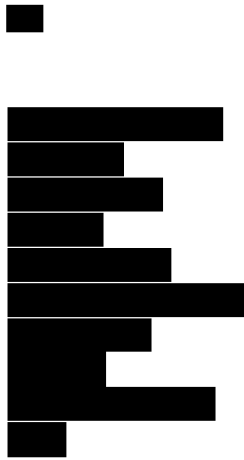
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