

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PMC-Sierra, Inc.		08/02/2013	CORPORATION: DELAWARE
PMC-Sierra US, Inc.		08/02/2013	CORPORATION: DELAWARE
Wintegra, Inc.		08/02/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	101 South Tryon Street
<b>Internal Address:</b>	Attn: Erik M. Truette
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	4277968	ADAPTEC BY PMC
Registration Number:	4270519	ADAPTEC BY PMC
Registration Number:	3357968	ADAPTEC ONTARGET
Registration Number:	3451284	ENABLING CONNECTIVITY. EMPOWERING PEOPLE
Registration Number:	3264632	PMC-SIERRA
Registration Number:	3230420	PMC
Registration Number:	3759849	GREEN POWER
Registration Number:	3644421	UNIFIED SERIAL ARCHITECTURE SAS SATA
Registration Number:	3504137	UNIFIED SERIAL
Registration Number:	3289566	PMC
Registration Number:	2678960	TEMUX
Registration Number:	2803824	HOSTRAID

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Registration Number:	2190349	TACHYON
Registration Number:	1671656	ADAPTEC
Registration Number:	2137658	ADAPTEC
Registration Number:	1909170	INTELLIGENT COMPUTER PERIPHERALS ICP
Registration Number:	1600450	DPT

**CORRESPONDENCE DATA**

Fax Number: 9177777373  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-735-3000  
Email: andrew.patrick@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 2: Attn: Adam Greenberg, Esq.  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	106670/17
NAME OF SUBMITTER:	Adam Greenberg
Signature:	/Adam Greenberg/
Date:	08/06/2013

Total Attachments: 9  
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## SECURITY INTEREST IN TRADEMARKS

This SECURITY INTEREST IN TRADEMARKS, dated as of August 2, 2013 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), is made by PMC-Sierra, Inc., PMC-Sierra US, Inc. and Wintegra, Inc. (collectively, the "Grantors") in favor of Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") for benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

A. PMC-Sierra, Inc. and PMC-Sierra US, Inc., as borrowers, have entered into that certain Credit Agreement, dated as of August 2, 2013 (as amended, amended and restated, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") with Bank of America Merrill Lynch, as sole lead arranger and sole book manager, certain lenders from time to time party thereto (the "Lenders") and the Administrative Agent, as administrative agent, swing line lender and L/C issuer.

B. Grantors have entered into that certain Collateral Agreement, dated as of August 2, 2013 in favor of the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Collateral Agreement, as applicable.

C. Under the terms of the Collateral Agreement, the Grantors have granted and pledged to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties (as defined in the Credit Agreement), a continuing security interest in certain Collateral (as defined in the Collateral Agreement), including without limitation certain Intellectual Property (as defined in the Collateral Agreement) of the Grantors, and have agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

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

**SECTION 1. Grant of Security.** Each Grantor hereby grants and pledges to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in the following property, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located or deemed located (the "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Agreement): (a) all United States trademarks, rights and interests in trademarks, trade names, trade styles, trade dress, service marks, logos, company names, fictitious business names and other similar source identifiers, whether registered or unregistered, all registrations thereof, and all applications in connection therewith anywhere in the world, including, without limitation, those listed on Schedule 1 hereto, (b) all reissues, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present or future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill symbolized thereby) throughout the world; provided, that (i) the security interests granted herein shall not extend to, and the term "IP Collateral" shall not include any trademark or service mark application filed in the United States Patent and Trademark Office on the basis of the Grantor's intent-to-use such trademark or service mark unless and until evidence of use thereof has been filed with, and

accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such trademark or service mark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark or service mark application or the resulting trademark or service mark registration.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks record this Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. The grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement and the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Release. Upon termination of the Collateral Agreement or the security interests thereunder, the IP Collateral shall immediately and automatically be released from the Liens (as defined in the Credit Agreement) created hereby, and this Agreement and all obligations of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any IP Collateral held by the Administrative Agent hereunder and execute and deliver to such Grantor such documents (in form and substance reasonably satisfactory to such Grantor and the Administrative Agent) as such Grantor may reasonably request to evidence such termination.

IN WITNESS WHEREOF, each of the undersigned has caused this Security Interest in Trademarks to be duly executed and delivered as of the date first above written.

**PMC-SIERRA, INC.**

By:

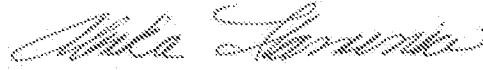
  
Name: Steven J. Geiser  
Title: VP, Finance and Chief Financial Officer

[Signature Page to Security Interest in Trademarks]

IN WITNESS WHEREOF, each of the undersigned has caused this Security Interests in Trademarks to be duly executed and delivered as of the date first above written.

PMC-SIERRA US, INC.

By:



Name: Alinka Flaminia

Title: Secretary

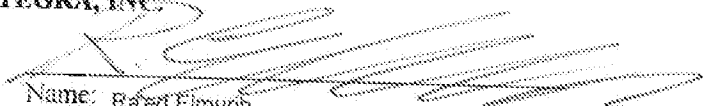
[Signature Page to Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005085 FRAME: 0600**

IN WITNESS WHEREOF, each of the undersigned has caused this Security Interest in Trademarks to be duly executed and delivered as of the date first above written.

WINTEGRA, INC.

By:

  
Name: Raed Elmurib

Title: President

[Signature Page to Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005085 FRAME: 0601**

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: *Darleen R. Parmelee*

Name: Darleen R. Parmelee





Title: Assistant Vice President




**Schedule 1**

[see attached]

PMC-SIERRA U.S. TRADEMARKS

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	REGISTRANT	STATUS
	85255100	1-Mar-11	4277968	January 22, 2013	PMC-Sierra, Inc.	Registered
ADAPTEC BY PMC	85255098	1-Mar-11	4270519	January 8, 2013	PMC-Sierra, Inc.	Registered
ADAPTEC ONTARGET	78919682	29-Jun-06	3357968	December 18, 2007	PMC-Sierra, Inc.	Registered
ENABLING CONNECTIVITY. EMPOWERING PEOPLE.	78906842	13-Jun-06	3451284	June 17, 2008	PMC-Sierra, Inc.	Registered
PMC-SIERRA	78874666	2-May-2006	3264632	July 17, 2007	PMC-Sierra, Inc.	Registered
	78240756	22-Apr-2003	3230420	April 17, 2007	PMC-Sierra, Inc.	Registered
	77570121	15-Sep-08	3759849	March 16, 2010	PMC-Sierra, Inc.	Registered
	77386806	1-Feb-08	3644421	June 23, 2009	PMC-Sierra, Inc.	Registered
UNIFIED SERIAL	77325992	9-Nov-07	3504137	September 23, 2008	PMC-Sierra, Inc.	Registered

PMC-SIERRA U.S. TRADEMARKS

TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	REGISTRANT	STATUS
PMC	77032728	30-Oct-06	3289566	September 11, 2007	PMC-Sierra, Inc.	Registered
FEMUX	76314525	18-Sep-01	2678960	January 21, 2003	PMC-Sierra, Inc.	Registered
HOSTRAID	76469872	25-Nov-02	2803824	January 6, 2004	PMC-Sierra, Inc.	Registered
TACHYON	75214917	18-Dec-96	2190349	September 22, 1998	PMC-Sierra, Inc.	Registered
ADAPTEC	74149717	20-Mar-91	1671656	January 14, 1992	PMC-Sierra, Inc.	Registered
ADAPTEC	74710442	3-Aug-95	2137658	February 17, 1998	PMC-Sierra, Inc.	Registered
	74289211	29-Jun-92	1909170	August 1, 1995	PMC-Sierra, Inc.	Registered
DPT	73788483	23-Mar-89	1600450	June 12, 1990	PMC-Sierra, Inc.	Registered