

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342657

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SEMTECH EV, INC.		05/13/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC BANK USA, NATIONAL ASSOCIATION		
<b>Street Address:</b>	660 S. Figueroa St., Suite 800		
<b>Internal Address:</b>	Attn: Semtech Relationship Manager		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90017		
<b>Entity Type:</b>	national bank: VIRGINIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4222461	ENVERV	
<b>Registration Number:</b>	4226302	ENVERV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134432926		
<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>			
<b>Phone:</b>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard, Mullin, Richter & Hampton LLP		
<b>Address Line 1:</b>	333 S. Hope St., 43rd Floor		
<b>Address Line 2:</b>	Attn: J. Cravitz		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	03VV-191423		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		
<b>SIGNATURE:</b>	/julie cravitz/		
<b>DATE SIGNED:</b>	05/27/2015		
<b>Total Attachments: 5</b>			
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**GRANT OF SECURITY INTEREST  
(TRADEMARKS)**

[SEMTECH EV, INC.]

**THIS GRANT OF SECURITY INTEREST (TRADEMARKS)** (this "*IP Grant*") is dated as of May 13, 2015, and is entered into by **SEMTECH EV, INC.**, a California corporation ("*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 January 20, 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 January 30, 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 Trademarks (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 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 such Assignor's respective right, title and interest in, to and under each of the following:

a. all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each application for the registration of a trademark, trade name or service mark listed on **Schedules A** and **B** hereto, and all extensions or renewals thereof (other than, in any case, any "intent-to-use" applications for Trademarks unless and until an Amendment to Allege Use or Statement of Use has been filed with and accepted by the United States Patent and Trademark Office if and to the extent that the grant of a security interest therein would adversely affect the validity of the Trademark); and

b. the goodwill of the business connected with the use of, and symbolized by, each Trademark.

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.

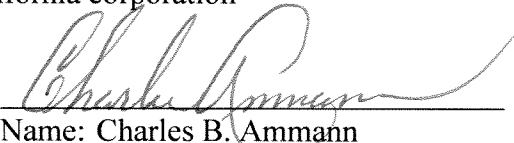
Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of Assignee will be automatically terminated, released, and/or reassigned to Assignor, and Assignee shall execute such instruments as may be reasonably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

*[remainder of page intentionally left blank]*

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


**ASSIGNOR:**

**SEMTECH EV, INC.**,  
a California corporation

By:   
Name: Charles B. Ammann  
Title: Executive Vice President, General  
Counsel and Secretary

**ASSIGNEE:**

**HSBC BANK USA, NATIONAL ASSOCIATION**,  
as Administrative Agent

By:   
Name: ECLIFF JACKMAN  
Title: VICE PRESIDENT

**SCHEDULE A**  
**U.S. TRADEMARKS**

**RECORD OWNER: SEMTECH EV, INC.**

<b>REGISTRATION NO.</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>
4222461	EnVerv	10/09/2012
4226302	EnVerv (word and design)	10/16/2012

**SCHEDULE B**

**PENDING U.S. TRADEMARKS**

**RECORD OWNER: SEMTECH EV, INC.**

<b>APPLICATION No.</b>	<b>MARK</b>	<b>FILING DATE</b>
	None.	