

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIUNE SYSTEMS, L.L.C.		05/13/2015	LIMITED LIABILITY COMPANY: TEXAS
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		
Entity Type:	national bank: VIRGINIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3738356	NANOSMART	
Registration Number:	3759943	TRIUNE SYSTEMS	
Registration Number:	3825803	GLOJOY	
Registration Number:	3800904	NANOSCRIT	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		

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Total Attachments: 5

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**GRANT OF SECURITY INTEREST
(TRADEMARKS)**

[TRIUNE SYSTEMS, L.L.C.]

THIS GRANT OF SECURITY INTEREST (TRADEMARKS) (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 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.

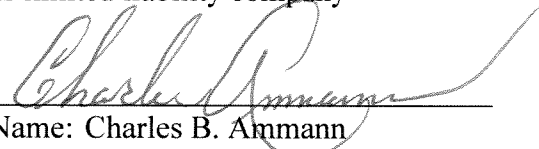
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IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks) to be duly executed as of the date first written above.

ASSIGNOR:

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. TRADEMARKS

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

REGISTRATION NO.	MARK	REGISTRATION DATE
3738356	nanoSmart	01/12/2010
3759943	Triune Systems	03/16/2010
3825803	Glojoy	07/27/2010
3800904	nanoscrit	06/08/2010

SCHEDULE B

PENDING U.S. TRADEMARKS

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

APPLICATION No.	MARK	FILING DATE
	None.	

SMRH:436797671.1