

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cosemi Technologies, Inc.		06/29/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	19900 MacArthur Boulevard		
Internal Address:	12th Floor		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Commercial Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85718404	LX3050	
Serial Number:	85718642	COSEMI	
Serial Number:	85718639	MXP7002	
Serial Number:	85718636	MXP7001	
Serial Number:	85718631	LX3055	
Serial Number:	85718620	LX3053	
Serial Number:	85718609	LX3052	
Serial Number:	85718417	LX3051	
Serial Number:	85718374	MXP	
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:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 6600		
Address Line 4:	Chicago, ILLINOIS 60606		

OP \$240.00 85718404

ATTORNEY DOCKET NUMBER:	41907-0021
NAME OF SUBMITTER:	Rebecca E. Floren
SIGNATURE:	/Rebecca E. Floren/
DATE SIGNED:	06/30/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of June 29, 2015, is made by **COSEMI TECHNOLOGIES, INC.**, a California corporation (herein referred to as “*Grantor*” or “*Debtor*”) in favor of **OPUS BANK**, a California Commercial Bank (“*Opus*” or “*Lender*”) as Lender under that certain Credit Agreement dated as of the date hereof between Debtor and Lender (as amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lender, Grantor has executed and delivered that certain General Security Agreement dated as of the date hereof between the Grantor and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the United States, international and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement, an “*IP Security Agreement Supplement*”), executed and delivered by Grantor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “*Patents*”);

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the “*Trademarks*”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent-to-use trademarks, prior to the filing of a "Statement of Use" with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Grantor therein).

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of the Obligations (as defined in the Security Agreement) of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

Cosemi Technologies, Inc.
1370 Reynolds Avenue, Suite 100
Irvine, CA 92614
Attn: Dave Kosanke
Telephone: (949) 623-9816
E-Mail: dankosanke@cosemi.com

COSEMI TECHNOLOGIES, INC., a California
corporation, as Debtor

By: 
Name: Dr. Nguyen Nguyen
Its: Chief Executive Officer and President

(Signature Page to IP Security Agreement)

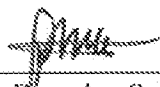
TRADEMARK
REEL: 005565 FRAME: 0807

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

19900 MacArthur Boulevard
12th Floor
Irvine, California 92612
Attn: Credit Administration

OPUS BANK, as Lender

By: 
Name: Douglas Stewart
Its: Managing Director

(Signature Page to IP Security Agreement)

TRADEMARK
REEL: 005565 FRAME: 0808

**Schedule A to the
IP Security Agreement**

PATENTS:

NOVAK DKT FLG DKT NO	APP SER NO	FILING DATE	TITLE	STATUS
37036-00002 (1036.P0001US)	11/678,194	Aug. 28, 2008	VERTICAL CAVITY SURFACE EMITTING LASER (VCSEL) AND RELATED METHOD	Issued as US Patent 7,505,503 on Sept 14, 2010. 7.5 Yr. Maint Fee: Sep. 17, 2016
37036-00004 (1036.P0002US)	13/627,911	Sep. 26, 2012	SYSTEM AND METHOD FOR COMMUNICATING OPTICAL SIGNALS VIA COMMUNICATION CABLE MEDIUM.	Issued as US Patent 8,948,197 on February 3, 2015. 3.5 Yr. Maint Fee: Aug. 3, 2018
37036-00003 (1036.P0002D1)	14/581,667	Dec. 23, 2014	OPTICAL COMMUNICATION MOUNT FOR MOUNTING AND ALIGNING OPTICAL FIBERS WITH PHOTO DEVICES	Pending. Waiting for 1 st Office Action.
37036-00010 (N/A)	14/706,810	May 7, 2015	SYSTEM AND METHOD FOR COMMUNICATING HIGH AND LOW SPEED DATA VIA OPTICAL SIGNALS AND POWER VIA ELECTRICAL SIGNALS	Pending. Waiting for 1 st Office Action.
37036-00005 (1036.P0007US)	14/578,451	Dec. 21, 2014	METHOD OF FORMING A MICROLENS OVER AN OPTICAL ACTIVE DEVICE BY INJECTION PROCESS	Pending. Waiting for 1 st Office Action.
37036-00006 (1036.P0008US)	14/322,683	Jul. 2, 2014	Hybrid Electrical-Optical Data Communications Cable with Wireline Capacitance Compensation	Pending – Waiting 1 st Office Action
37036-00007 (1036.P0008WO)	PCT/US14/45310	Jul. 2, 2014	Hybrid Electrical-Optical Data Communications Cable with Wireline Capacitance Compensation	Deadline for National Phase is Jan. 3, 2016
37036-00009 (N/A)	14/685,951	April 14, 2015	BIDIRECTIONAL DATA COMMUNICATIONS CABLE	Pending. Waiting for 1 st OA.

**Schedule B to the
IP Security Agreement****TRADEMARKS**

Mark	Serial No.	Registration No.	Date Filed
LX3050	85718404	4562176	08/31/2012
COSEMI	85718642	4558223	08/31/2012
MXP7002	85718639	4554149	08/31/2012
MXP7001	85718636	4554148	08/31/2012
LX3055	85718631	4558222	08/31/2012
LX3053	85718620	4558221	08/31/2012
LX3052	85718609	4558220	08/31/2012
LX3051	85718417	4558219	08/31/2012
MXP	85718374	4554147	08/31/2012

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

None.

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