

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/15/2016	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Microsemi Corporation		
Street Address:	One Enterprise		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	CORPORATION: DELAWARE		
Name:	Microsemi Corp.-Analog Mixed Signal Group, a Delaware Corporation		
Street Address:	One Enterprise		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	CORPORATION: DELAWARE		
Name:	Microsemi SOC Corp., a California Corporation		
Street Address:	One Enterprise		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	Microsemi Semiconductor (U.S.) Inc., a Delaware Corporation		
Street Address:	One Enterprise		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	CORPORATION: DELAWARE		
Name:	Microsemi Frequency and Time Corporation, a Delaware Corporation		
Street Address:	One Enterprise		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		

OP \$1790.00 3325752

TRADEMARK

Postal Code:	92656
Entity Type:	CORPORATION: DELAWARE
Name:	Microsemi Communications, Inc. (f/k/a Vitesse Semiconductor Corporation), a Delaware Corporation
Street Address:	One Enterprise
City:	Aliso Viejo
State/Country:	CALIFORNIA
Postal Code:	92656
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Registration Number:	3325752	ACTEL FUSION
Registration Number:	2650743	LIBERO
Registration Number:	3832805	SMARTFUSION
Registration Number:	3711187	ACTEL
Registration Number:	3369085	IGLOO
Registration Number:	3381505	F FUSION
Registration Number:	2839980	PROASIC PLUS
Registration Number:	2824875	F
Registration Number:	2808307	PROASIC
Registration Number:	2808306	PROASIC PLUS
Registration Number:	2884794	AXCELERATOR
Registration Number:	1778715	ACTEL
Registration Number:	4339143	TRRUST-PURGE
Registration Number:	4238276	TRRUST-STOR
Registration Number:	3940357	DAZL!
Registration Number:	3994943	ALL CLEAR
Registration Number:	3893800	SAFESCREEN
Registration Number:	3156477	
Registration Number:	2962199	T-MAX
Registration Number:	4238027	ARMOR
Registration Number:	3685786	STRIKING THE BALANCE!
Registration Number:	3804265	ANALOG TO DIGITAL, CUSTOM TO STANDARD...
Registration Number:	3826561	MOBILESCAN
Registration Number:	3764316	GEN 2ADVANTAGE
Registration Number:	3614139	GEN 2
Registration Number:	3586204	HIPOE
Registration Number:	3614956	SCANPORT
Registration Number:	3400428	

TRADEMARK

REEL: 005711 FRAME: 0716

Property Type	Number	Word Mark
Registration Number:	2683474	POWER MOS IV
Registration Number:	2552196	POWER MOS 7
Registration Number:	3177332	MMSM
Registration Number:	2603685	APT
Registration Number:	2856178	POWERMITE 3
Registration Number:	2335792	MICROSEMI
Registration Number:	2296881	THUNDERBOLT IGBT
Registration Number:	2166537	POWER MOS V
Registration Number:	2079692	PLASTIC PLUS
Registration Number:	1753737	APT
Registration Number:	1534019	
Registration Number:	4322813	SYNCWORLD
Registration Number:	4238322	TIMEPOD
Registration Number:	3947383	PACKETIME
Registration Number:	3628822	TIMECREATOR
Registration Number:	3301639	SYMMETRICOM
Registration Number:	3134865	SYMMETRICOM
Registration Number:	2919351	TIMEPROVIDER
Registration Number:	2875264	TIMECESIUM
Registration Number:	2879921	TIMEHUB
Registration Number:	2687410	TIMEPICTRA
Registration Number:	2657378	SYNCSERVER
Registration Number:	2402677	TIMESOURCE
Registration Number:	2249503	EXACTIME
Registration Number:	2398180	BESTIME
Registration Number:	2274671	SYMMETRICOM
Registration Number:	1769839	TRUETIME
Registration Number:	3524177	
Registration Number:	2831794	ZL
Registration Number:	2980696	ZARLINK
Registration Number:	2985282	POWERDSINE
Registration Number:	2201925	POWERDSINE
Registration Number:	4616039	MICROSEMI
Registration Number:	4339595	MICROSEMI
Registration Number:	3652120	LET
Registration Number:	3636989	LINEARITY ENHANCEMENT TECHNOLOGY
Registration Number:	3542192	INTELLIGENT RF
Registration Number:	3816100	VT SILICON

Property Type	Number	Word Mark
Registration Number:	4262750	SUPERDIVIDER
Serial Number:	86398028	QUANTUM
Serial Number:	74221981	VITESSE
Serial Number:	76534321	ACTIPHY
Serial Number:	77385769	VSCOPE

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	01/19/2016

Total Attachments: 11

- source=Microsemi Trademark (2)#page1.tif
- source=Microsemi Trademark (2)#page2.tif
- source=Microsemi Trademark (2)#page3.tif
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- source=Microsemi Trademark (2)#page10.tif
- source=Microsemi Trademark (2)#page11.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 15, 2016

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Microsemi Corporation

Street Address: One Enterprise

City: Aliso Viejo

State: CA

Country: USA Zip: 92656

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

71

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

January 15, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Microsemi Corp.-Analog Mixed Signal Group, a Delaware Corporation
One Enterprise
Aliso Viejo, CA 92656
Citizenship – USA – DE

Microsemi SOC Corp., a California Corporation
One Enterprise
Aliso Viejo, CA 92656
Citizenship – USA – CA

Microsemi Semiconductor (U.S.) Inc., a Delaware Corporation
One Enterprise
Aliso Viejo, CA 92656
Citizenship – USA – DE

Microsemi Frequency and Time Corporation, a Delaware Corporation
One Enterprise
Aliso Viejo, CA 92656
Citizenship – USA – DE

Microsemi Communications, Inc. (f/k/a Vitesse Semiconductor Corporation), a Delaware Corporation
One Enterprise
Aliso Viejo, CA 92656
Citizenship – USA – DE

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 15, 2016 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (in such capacity, the "Collateral Agent"), and as successor, in such capacity, to ROYAL BANK OF CANADA (the "Prior Collateral Agent") and as successor, in such capacity to MORGAN STANLEY & CO. LLC (the "Subsequent Collateral Agent") and as successor, in such capacity, to MORGAN STANLEY & CO. INCORPORATED (the "Original Collateral Agent"), in favor of the grantor parties identified on the signature page hereto (the "Grantors").

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of November 2, 2010, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), the Grantors granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors executed and delivered the Trademark Security Agreement dated as of January 11, 2011, as supplemented by the Supplemental Trademark Security Agreement dated as of October 26, 2011, the Trademark Security Agreement dated as of November 25, 2013 and the Trademark Security Agreement dated as of March 7, 2014 (the "Original Trademark Security Agreements");

WHEREAS, the Original Trademark Security Agreements were recorded with the United States Patent and Trademark Office on February 11, 2011 at Reel/Frame 4477/0137 and on November 11, 2011 at Reel/Frame 4659/0652;

WHEREAS, the Original Collateral Agent resigned and was replaced by the Subsequent Collateral Agent;

WHEREAS, pursuant to the terms of the Successor Agent Agreement, dated March 18, 2014, the Subsequent Collateral Agent resigned and was replaced by the Prior Collateral Agent;

WHEREAS, pursuant to the terms of the Successor Agent Agreement, dated March 31, 2015, the Prior Collateral Agent resigned and was replaced by the Collateral Agent;

WHEREAS, the Grantors executed and delivered a Notice of Succession of Agency, dated as of April 2, 2015 (the "Notice of Succession of Agency"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Notice of Succession of Agency was recorded with the United States Patent and Trademark Office on April 3, 2015 at Reel/Frame 5492/0196;

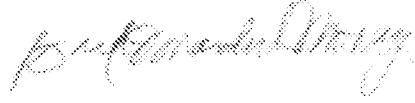
WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 21, 2015 and a Trademark Security Agreement, dated as of April 28, 2015 (the "Trademark Security Agreement Supplements" and, together with the Original Trademark Security Agreements, the "Trademark Security Agreements"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement Supplements were recorded with the United States Patent and Trademark Office on April 22, 2015 at Reel/Frame 5502/0204 and on April 29, 2015 at Reel/Frame 5506/0334;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Guarantee and Collateral Agreement, the Notice of Succession of Agency or the Trademark Security Agreements, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Guarantee and Collateral Agreement, the Notice of Succession of Agency and the Trademark Security Agreements. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Notice of Succession of Agency or Trademark Security Agreements, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Notice of Succession of Agency and the Trademark Security Agreements.
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

**BANK OF AMERICA, N.A., acting in its
capacity as Collateral Agent for the Lenders**



By: _____

Name: Bridgett J. Manduk Mowry

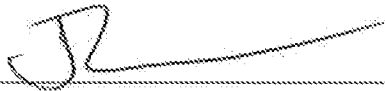
Title: Vice President

[Signature Page to Trademark Release (Microsemi)]

**TRADEMARK
REEL: 005711 FRAME: 0723**

GRANTORS:

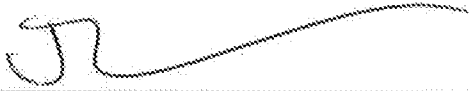
MICROSEMI CORPORATION

By: 

Name: John W. Hohener

Title: Vice President, Chief Financial
Officer, Secretary and Treasurer

**MICROSEMI CORP. - ANALOG MIXED SIGNAL
GROUP**

By: 

Name: John W. Hohener

Title: Vice President, Chief Financial
Officer, Secretary and Treasurer

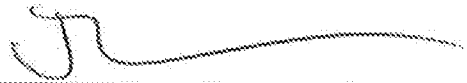
MICROSEMI SOC CORP.

By:

Name: Esam Elashmawi

Title: President, Chief Financial Officer
and Secretary

MICROSEMI SEMICONDUCTOR (U.S.) INC.

By: 

Name: John W. Hohener

Title: Chief Financial Officer and
Corporate Secretary

GRANTORS:

MICROSEMI CORPORATION

By: _____

Name: John W. Hohener

Title: Vice President, Chief Financial
Officer, Secretary and Treasurer


**MICROSEMI CORP. – ANALOG MIXED SIGNAL
GROUP**

By: _____

Name: John W. Hohener

Title: Vice President, Chief Financial
Officer, Secretary and Treasurer

MICROSEMI SOC CORP.

By:  _____

Name: Esam Elashmawi

Title: President, Chief Financial Officer
and Secretary

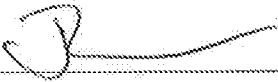
MICROSEMI SEMICONDUCTOR (U.S.) INC.

By: _____

Name: John W. Hohener

Title: Chief Financial Officer and
Corporate Secretary

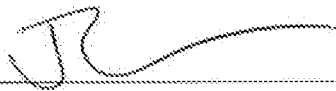
**MICROSEMI FREQUENCY AND TIME
CORPORATION**

By:  _____

Name: John W. Hohener

Title: Secretary

**MICROSEMI COMMUNICATIONS, INC.
(f/k/a VITESSE SEMICONDUCTOR
CORPORATION)**

By:  _____

Name: John W. Hohener

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Release (Microsemi)]

**TRADEMARK
REEL: 005711 FRAME: 0726**

SCHEDULE A

	Owner	Trademark	Serial No.	Reg. No.
1.	Microsemi SOC Corp.	ACTEL FUSION	78478264	3325752
2.	Microsemi SOC Corp.	LIBERO	78058935	2650743
3.	Microsemi SOC Corp.	SMARTFUSION	77734222	3832805
4.	Microsemi SOC Corp.	ACTEL	77592693	3711187
5.	Microsemi SOC Corp.	IGLOO	77212539	3369085
6.	Microsemi SOC Corp.	F FUSION	77212534	3381505
7.	Microsemi SOC Corp.	PROASIC PLUS	76531635	2839980
8.	Microsemi SOC Corp.	F	76522140	2824875
9.	Microsemi SOC Corp.	PROASIC	76496592	2808307
10.	Microsemi SOC Corp.	PROASIC PLUS	76496590	2808306
11.	Microsemi SOC Corp.	AXCELERATOR	76416140	2884794
12.	Microsemi SOC Corp.	ACTEL	74122814	1778715
13.	Microsemi Corporation	TRRUST-PURGE	85206155	4339143
14.	Microsemi Corporation	TRRUST-STOR	85206146	4238276
15.	Microsemi Corporation	DAZL!	85088755	3940357
16.	Microsemi Corporation	ALL CLEAR	85032977	3994943
17.	Microsemi Corporation	SAFESCREEN	85032771	3893800
18.	Microsemi Corporation	DESIGN ONLY	78584208	3156477
19.	Microsemi Corporation	T-MAX	78302971	2962199
20.	Microsemi Corporation	ARMOR	77818811	4238027
21.	Microsemi Corporation	STRIKING THE BALANCE!	77684813	3685786
22.	Microsemi Corporation	ANALOG TO DIGITAL, CUSTOM TO STANDARD...STRIKING THE BALANCE!	77684802	3804265
23.	Microsemi Corporation	MOBILESCAN	77531833	3826561
24.	Microsemi Corporation	GEN 2ADVANTAGE	77531816	3764316
25.	Microsemi Corporation	GEN 2	77531804	3614139
26.	Microsemi Corporation	HIPOE	77518682	3586204

	Owner	Trademark	Serial No.	Reg. No.
27.	Microsemi Corporation	SCANPORT	77481855	3614956
28.	Microsemi Corporation	DESIGN ONLY	76627604	3400428
29.	Microsemi Corporation	POWER MOS IV	76404088	2683474
30.	Microsemi Corporation	POWER MOS 7	76153383	2552196
31.	Microsemi Corporation	MMSM	76110512	3177332
32.	Microsemi Corporation	APT	76104815	2603685
33.	Microsemi Corporation	POWERMITE 3	75912836	2856178
34.	Microsemi Corporation	MICROSEMI	75696235	2335792
35.	Microsemi Corporation	THUNDERBOLT IGBT	75449083	2296881
36.	Microsemi Corporation	POWER MOS V	75201291	2166537
37.	Microsemi Corporation	PLASTIC PLUS	74629083	2079692
38.	Microsemi Corporation	APT	74285445	1753737
39.	Microsemi Corporation	DESIGN ONLY	73715905	1534019

	Owner	Trademark	Serial No.	Reg. No.
1.	Microsemi Frequency and Time Corporation	SYNCWORLD	85364112	4322813
2.	Microsemi Frequency and Time Corporation	TIMEPOD	85234971	4238322
3.	Microsemi Frequency and Time Corporation	PACKETIME	85106831	3947383
4.	Microsemi Frequency and Time Corporation	TIMECREATOR	78701748	3628822
5.	Microsemi Frequency and Time Corporation	SYMMETRICOM	78345179	3301639
6.	Microsemi Frequency and Time Corporation	SYMMETRICOM	78345159	3134865
7.	Microsemi Frequency and Time Corporation	TIMEPROVIDER	76353526	2919351
8.	Microsemi Frequency and Time Corporation	TIMECESIUM	76335090	2875264
9.	Microsemi Frequency and Time Corporation	TIMEHUB	76325519	2879921
10.	Microsemi Frequency and Time Corporation	TIMEPICTRA	76325500	2687410
11.	Microsemi Frequency and Time Corporation	SYNCSERVER	76324470	2657378
12.	Microsemi Frequency and Time Corporation	TIMESOURCE	75590521	2402677
13.	Microsemi Frequency and Time Corporation	EXACTIME	75462459	2249503

	Owner	Trademark	Serial No.	Reg. No.
14.	Microsemi Frequency and Time Corporation	BESTIME	75035162	2398180
15.	Microsemi Frequency and Time Corporation	SYMMETRICOM	74429978	2274671
16.	Microsemi Frequency and Time Corporation	TRUETIME	74280171	1769839
17.	Microsemi Semiconductor ULC	DESIGN ONLY	78084440	3524177
18.	Microsemi Semiconductor ULC	ZL	78071396	2831794
19.	Microsemi Semiconductor ULC	ZARLINK	78061106	2980696
20.	Microsemi Corp.-Analog Mixed Signal Group Ltd	POWERDSINE	78410005	2985282
21.	Microsemi Corp.-Analog Mixed Signal Group Ltd	POWERDSINE	75179478	2201925
22.	Microsemi Corporation	QUANTUM	86398028	
23.	Microsemi Corporation	MICROSEMI	86016172	4616039
24.	Microsemi Corporation	MICROSEMI	85525326	4339595
25.	Microsemi Corporation	LET	77405103	3652120
26.	Microsemi Corporation	LINEARITY ENHANCEMENT TECHNOLOGY	77342832	3636989
27.	Microsemi Corporation	INTELLIGENT RF	77342776	3542192
28.	Microsemi Corporation	VT SILICON	77342732	3816100
29.	Microsemi Corporation	SUPERDIVIDER	85496658	4262750

Serial No.	Trademark	Filing Date	Status	Applicant
74/221,981	VITESSE	11/13/1991	Registered: 03/05/1996 Registration No. 1,959,483	Vitesse Semiconductor Corporation
76/534,321	ACTIPHY	08/04/2003	Registered: 10/04/2005 Registration No. 3,004,768	Vitesse Semiconductor Corporation
77/385,769	VSCOPE	01/31/2008	Registered: 07/06/2010 Registration No. 3,814,987	Vitesse Semiconductor Corporation