

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIERRA WIRELESS AMERICA, INC.		02/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3902433	AIRLINK	
Registration Number:	3510793	ALEOS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	jmull@stblaw.com		
Correspondent Name:	Courtney Welshimer		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2423		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	02/09/2023		
Total Attachments: 6			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Trademark Security Agreement”), is dated as of February 9, 2023 and is entered into by SIERRA WIRELESS AMERICA, INC., a Delaware corporation (the “Assignor”), in favor of JPMORGAN CHASE BANK, N.A., as the Administrative Agent under the Credit Agreement (as defined below) for the benefit of the Secured Parties (as defined in the Credit Agreement) (in such capacity, the “Assignee”).

W I T N E S S E T H:

WHEREAS, Semtech Corporation, a Delaware corporation (the “Borrower”), the Guarantors party thereto, certain Lenders party to the Credit Agreement, JPMorgan Chase Bank, N.A., in its separate capacities as successor Administrative Agent for the benefit of the Secured Parties (in such capacity, the “Successor Agent”) and as successor Swing Line Lender and as an L/C Issuer, HSBC Bank USA, National Association, in its separate capacities as resigning Administrative Agent, for the benefit of the Secured Parties (in such capacity, the “Resigning Agent”), as resigning Swing Line Lender and as an L/C Issuer, and U.S. Bank National Association, in its capacity as an L/C Issuer, have entered into that Third Amendment and Restatement Agreement, dated as of September 26, 2022 (as the same may from time to time be amended, modified, supplemented or restated, the “Credit Agreement,” which Credit Agreement amends and restates in its entirety the Second Amended and Restated Credit Agreement dated as of November 7, 2019, as amended, supplemented or otherwise previously modified), pursuant to which, among other things, (i) the Resigning Agent resigns as, and the Successor Agent is appointed as, the Administrative Agent for the benefit of the Secured Parties and (ii) the Lending Parties agreed to make certain Credit Extension to Borrower on behalf of and for the benefit of Borrower and the Subsidiary Guarantors on the terms and subject to the conditions set forth therein and in the other Loan Documents;

WHEREAS, in order to secure their Obligations to the Administrative Agent and the other Secured Parties under the Credit Agreement and other Loan Documents, the Borrower and each of the Guarantors party to the Credit Agreement, entered into that Second Amended and Restated Security Agreement, dated as of November 7, 2019 (as the same may from time to time 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, Assignor has granted to Assignee (as successor in interest to the Resigning Agent) a security interest in all of Assignor’s right, title and interest, whether now owned or at any time hereafter acquired by Assignor or in which Assignor now has or at any time in the future may acquire any right, title or interest, in, to and under all of the Collateral (as defined in the Security Agreement); and

WHEREAS, as a prerequisite to the Lending Parties’ obligation to make, extend and maintain the credit to Borrower under the Credit Agreement and the other Loan Documents, Assignee requires that Assignor enter into this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Trademark Security Agreement, including its preamble and recitals, shall have the same meanings when used herein as given to them in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Secured Obligations, whether such Secured Obligations were incurred originally under the Loan Documents or otherwise, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Assignee, for the benefit of the Secured Parties, and hereby grants to Assignee, for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following, whether now owned or at any time hereafter acquired by Assignor or in which Assignor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

a. (i) all trademarks, trade names, trade dress, services, marks, logos, and any other similar designations of source or origin, arising or protected under the laws of the United States of America or any other country or any political subdivision of any of the foregoing, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO or in any other country or any political subdivision of any of the foregoing, or any other similar registry, including the Madrid System of the World Intellectual Property Organization, including, without limitation, those listed on Schedule A hereto; (ii) all extensions or renewals thereof; (iii) all income, royalties, damages and payments now and hereafter due or payable to Assignor under and with respect thereto, including payments under all Trademark Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (iv) the right to sue for past, present and future infringements and dilutions thereof; and (v) all of Assignor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); and

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

provided that, in no event shall the Trademark Collateral include, and Assignor shall not be deemed to have conveyed, mortgaged, assigned, pledged, hypothecated, transferred or granted a security interest in any of Assignor's right, title or interest in: (i) any application for a Trademark that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a lien thereon unless and until such time as the grant of such lien will not affect the validity of such trademark, (ii) any application for a Trademark filed in the PTO on the basis of Assignor's intent-to-use such Trademark unless and until evidence of the use of the Trademark has been filed with, and accepted by, the PTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), but only to the extent, if any, and only during the time period, if any, that and/or during which the grant of a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting trademark registration; or (iii) to the extent not included in the preceding clauses (i) and (ii), any Excluded Collateral (as defined in the Security Agreement).

3. Acknowledgement. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. Following the termination of the Security Agreement in accordance with its terms, Assignee agrees to execute such releases as Assignor may reasonably request, at the sole cost and expense of such Grantor, to evidence the satisfaction and termination of the Security Agreement and the release of the security interest granted in this Trademark Security Agreement.

5. Choice of Law. This Trademark Security Agreement and any claim, controversy dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law other than New York General Obligations Law 5-1401 and 5-1402.

6. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or electronic transmission (such as "pdf") will be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto have caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

SIERRA WIRELESS AMERICA, INC.,
a Delaware corporation

By: Emeka Chukwu
Name: Emeka Chukwu
Title: President and Chief Financial Officer

ASSIGNEE:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS]

IN WITNESS WHEREOF, each of the parties hereto have caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

SIERRA WIRELESS AMERICA, INC.,
a Delaware corporation

By: _____
Name:
Title:

ASSIGNEE:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Richard Ong Pho
Title: Executive Director

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
AIRLINK	Sierra Wireless America, Inc.	77/245,894	Aug 2, 2007	3,902,433	Jan 11, 2011
ALEOS	Sierra Wireless America, Inc.	77/246,967	Aug 3, 2007	3,510,793	Oct 7, 2008