

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
QP Semiconductor, Inc.		12/31/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lloyds TSB Bank PLC		
<b>Street Address:</b>	10 Gresham Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2V AE		
<b>Entity Type:</b>	Professional Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77304701	QP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)983-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8169838000		
<b>Email:</b>	pto-kc@huschblackwell.com		
<b>Correspondent Name:</b>	Kris Kappel		
<b>Address Line 1:</b>	4801 Main Street, Suite 1000		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64112		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

**CH \$40.00 77304701**

NAME OF SUBMITTER:	Kris Kappel
Signature:	/kris kappel/
Date:	01/31/2010
Total Attachments: 4 source=qpsemiconductor#page1.tif source=qpsemiconductor#page2.tif source=qpsemiconductor#page3.tif source=qpsemiconductor#page4.tif	

## GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this "Agreement"), dated the 31 day of December, 2009, is made by QP Semiconductor, Inc., a California corporation (the "Grantor"), in favor of Lloyds TSB Bank PLC ("Lloyds"), as Security Agent for the Secured Creditors party to the Facilities Agreement described below (the "Agent"). Capitalized terms used but not defined in this Agreement have the respective meanings assigned to them in the Facilities Agreement.

WHEREAS, e2v Technologies PLC, the Agent and the other parties named therein, are parties to that certain Facilities Agreement, dated as of 29 October 2009 (the "Facilities Agreement");

WHEREAS, the Grantor has entered into an Accession Agreement on 31 December, 2009, pursuant to which the Grantor has become an Additional Guarantor;

WHEREAS, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of 31 December, 2009 (the "Security Agreement"), executed by the Grantor in favor of Agent, the Grantor has agreed to grant in favor of the Agent a perfected security interest in, and the Agent has agreed to become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Grantor hereby grants to the Agent a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of the Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill");

(ii) all accessions and additions to, and substitutions and replacements of, any of the foregoing Trademark Collateral; and

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the Grantor shall be not deemed to have granted a security interest in, any of the Grantor's rights or interests in any license, contract or agreement to which the Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which the Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Grant of  
Trademark Security Interest to be duly executed and delivered by its officer thereunto  
duly authorized as of the 31<sup>st</sup> day of December, 2009.

QP SEMICONDUCTOR, INC.

By: 

Name: Russ Johnson

Title: President QP Semi

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**All U.S. Trademarks owned by  
QP Semiconductor, Inc.**

**U.S. Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Application or Registration Number</b>	<b>Application/Registration Date</b>
QP	USA	77/304701	10/15/07