

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305990

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Exar Corporation		05/27/2014	CORPORATION:
Cadeka Microcircuits, LLC		05/27/2014	LIMITED LIABILITY COMPANY:
Stretch, Inc.		05/27/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	Stifel Financial Corp.
Street Address:	501 North Broadway
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63102
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3368184	C
Registration Number:	3509114	AMPLIFY THE HUMAN EXPERIENCE
Registration Number:	4019147	BITWACKR
Registration Number:	2524229	EXAR
Registration Number:	4120311	EXAR
Registration Number:	3417885	EXAR
Registration Number:	4202578	EXAR POWERING CONNECTIVITY
Registration Number:	2911947	GALAZAR NETWORKS
Registration Number:	2215057	HI/FN
Registration Number:	3221761	POWERBLOX
Registration Number:	4244880	POWERXR
Registration Number:	1496644	SIPEX
Registration Number:	2516524	XR
Registration Number:	4120312	XR
Registration Number:	3074231	EXTENDING THE POSSIBILITIES
Registration Number:	3121371	STRETCH
Registration Number:	2924167	STRETCH

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85338880	ALTIOR
Serial Number:	85401056	ALTRAFLEX
Serial Number:	85401045	ALTRACORES

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 212-310-8000

Email: brian.lee@weil.com

Correspondent Name: Maria Lei

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	76132.0004/M. LEI - BOL
NAME OF SUBMITTER:	Maria Lei
SIGNATURE:	/Maria Lei/
DATE SIGNED:	05/29/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 27, 2014, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors"), in favor of Stifel Financial Corp. as Administrative Agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of the date hereof (the "Guarantee and Collateral Agreement"), among Exar Corporation (the "Borrower"), the Grantors party thereto, and the Administrative Agent, the Grantors are required to execute and deliver this Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement and the rules of construction and other interpretive provisions specified in Section 1.02 of the Credit Agreement shall apply to this Agreement.

Accordingly, the Grantors and the Administrative Agent agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) each Trademark, including, without limitation, each registered and applied for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto;

(b) all assets, rights and interests that uniquely reflect or embody each Trademark; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any United States Trademark identified in Schedule A hereto).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under the Guarantee and Collateral Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and

Collateral Agreement, the terms and provisions of which are incorporated herein 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. Expenses. Subject to Section 9.03 of the Credit Agreement, each Grantor agrees to reimburse the Administrative Agent for its reasonable and documented out-of-pocket expenses in connection with this Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Administrative Agent.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have duly executed this Agreement as of the day and year first above written.

EXAR CORPORATION

By:  _____

Name: Ryan Benton

Title: Senior Vice President and Chief Financial Officer

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005291 FRAME: 0158

CADEKA MICROCIRCUITS, LLC

By: 
Name: Ryan Benton
Title: Manager

[TRADEMARK SECURITY AGREEMENT]

STRETCH, INC.

By: 

Name: Ryan Benton

Title: Vice President and Chief Financial Officer



[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005291 FRAME: 0160

Schedule A

Trademarks:

Trademark	Application / File No.	Status	Registration No.	Registration Date	Owner Information
"C" Design Only (stylized)	77/160,665	Registered	3,368,184	January 15, 2008	Cadeca Microcircuits, LLC
AMPLIFY THE HUMAN EXPERIENCE	76/678,878	Registered	3,509,114	September 30, 2008	Cadeca Microcircuits, LLC
ALTIOR	85/338,880	Registered		July 2011	Exar Corporation
ALTRAFLEX	85/401,056	Registered		July 2011	Exar Corporation
ALTRACORES	85/401,045	Registered		July 2011	Exar Corporation
BITWACKR (stylized) BitWackr	85233862	Registered	4019147	Aug 30, 2011	Exar Corporation
EXAR	75931117	Registered	2524229	Jan 1, 2002	Exar Corporation
EXAR	85086991	Registered	4120311	Apr 3, 2012	Exar Corporation
EXAR (and design) 	77254580	Registered	3417885	Apr 29, 2008	Exar Corporation
EXAR POWERING CONNECTIVITY (and design) 	77251297	Registered	4202578	Sep 4, 2012	Exar Corporation
GALAZAR NETWORKS (MONITOR ONLY)	76298947	Registered	2911947	Dec 21, 2004	Exar

					Corporation
HI/FN	75159409	Registered	2215057	Dec 29, 1998	Exar Corporation
POWERBLOX (MONITOR ONLY)	78736169	Registered	3221761	Mar 27, 2007	Exar Corporation
POWERXR (and design) POWERXR	85545018	Registered	4244880	Nov 20, 2012	Exar Corporation
SIPEX (MONITOR ONLY)	73696907	Registered	1496644	Jul 19, 1988	Exar Corporation
XR (and design) 	75931119	Registered	2516524	Dec 11, 2001	Exar Corporation
XR (and design) 	85086997	Registered	4120312	Apr 3, 2012	Exar Corporation
EXTENDING THE POSSIBILITIES		Registered	3,074,231	Mar-28-2006	Stretch, Inc.
STRETCH	78/193,568	Registered	3,121,371	Jul-25-2006	Stretch, Inc.
STRETCH	78/193,556	Registered	2,924,167	Feb-01-2005	Stretch, Inc.