

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microchip Technology Incorporated		02/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2490401	ANYRATE	
Registration Number:	4616999	CHIPKIT	
Registration Number:	4617000	CHIPKIT	
Registration Number:	4619553	CLOCKWORKS	
Registration Number:	2722040	DSPIC	
Registration Number:	2867714	DSPIC	
Registration Number:	4552090	ETHERSYNCH	
Registration Number:	2488852	FILTERLAB	
Registration Number:	3567233	HELDO	
Registration Number:	4712668	HYPER SPEED CONTROL	
Registration Number:	3677023	HYPERLIGHT LOAD	
Registration Number:	4756280	INTELLIMOS	
Registration Number:	2127732	K	
Registration Number:	1906190	KEELOQ	
Registration Number:	3080238	LINKMD	
Registration Number:	2390711	M	
Registration Number:	1554466	MICROCHIP	
Registration Number:	3729988	MPLAB	
Registration Number:	4179638	MPLAB	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2272863	MPLAB
Registration Number:	4255921	MTOUCH
Registration Number:	1176995	PIC
Registration Number:	3691024	PIC 32
Registration Number:	2184783	PICMICRO
Registration Number:	1932666	PICSTART
Registration Number:	2919406	PRECISION EDGE
Registration Number:	1993881	PRO MATE
Registration Number:	4556266	QUIET-WIRE
Registration Number:	4284902	THE EMBEDDED CONTROL SOLUTIONS COMPANY
Registration Number:	1990546	THE EMBEDDED CONTROL SOLUTIONS COMPANY
Registration Number:	3490318	UNI/O
Registration Number:	1921791	SEEVAL
Serial Number:	86368506	SUPERSWITCHER

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0106

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE: /zg/

DATE SIGNED: 02/09/2017

Total Attachments: 8

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of February 8, 2017 by and from Microchip Technology Incorporated, a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders and the Grantee have entered into that certain Amended and Restated Credit Agreement dated as of June 27, 2013, as amended and restated as of February 4, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of the Grantor have guaranteed the repayment of the Obligations pursuant to a Guaranty dated as of June 27, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than obligations under any Swap Agreement or Banking Services Agreement, in each case not due and payable, and other obligations expressly stated to survive such payment or termination) and expiration or termination of all Letters of Credit (or cash collateralization or other arrangements for such Letters of Credit reasonably satisfactory to the Administrative Agent), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested

instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. For the avoidance of doubt, (i) the grant of a security interest herein shall not be deemed to be an assignment of intellectual property rights owned by the Grantor and (ii) the security interest granted under this Confirmatory Grant shall not extend to Excluded Assets and, for the avoidance of doubt, no provision of this Confirmatory Grant shall apply to any such Excluded Assets.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

MICROCHIP TECHNOLOGY INCORPORATED

By: 
Name: J. Eric Bjornholt
Title: Vice President and Chief Financial Officer

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005985 FRAME: 0597

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

See attached

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

(i) U.S. Trademark applications:

<u>Grantor</u>	<u>Submitted Mark</u>	<u>Country of Application</u>	<u>Filing Date</u>	<u>Application Serial Number</u>
Microchip Technology Incorporated	SUPERSWITCHER	US	15-Aug-14	86/368,506

(ii) U.S. registered Trademarks:

<u>Grantor</u>	<u>Mark</u>	<u>Country of Registration</u>	<u>Registration Date</u>	<u>Registration Number</u>
Microchip Technology Incorporated	AnyRate	US	18-Sep-01	2,490,401
Microchip Technology Incorporated	CHIPKIT	US	07-Oct-14	4,616,999
Microchip Technology Incorporated	chipKIT	US	07-Oct-14	4,617,000
Microchip Technology Incorporated	ClockWorks	US	14-Oct-14	4,619,553
Microchip Technology Incorporated	dsPIC	US	03-Jun-03	2,722,040
Microchip Technology Incorporated	dsPIC	US	27-Jul-04	2,867,714

<u>Grantor</u>	<u>Mark</u>	<u>Country of Registration</u>	<u>Registration Date</u>	<u>Registration Number</u>
Microchip Technology Incorporated	EtherSynch	US	17-Jun-14	4,552,090
Microchip Technology Incorporated	FilterLAB	US	11-Sep-01	2,488,852
Microchip Technology Incorporated	Heldo	US	27-Jan-09	3,567,233
Microchip Technology Incorporated	Hyper Speed Control	US	31-Mar-15	4,712,668
Microchip Technology Incorporated	HyperLight Load	US	1-Sep-09	3,677,023
Microchip Technology Incorporated	IntelliMOS	US	16-Jun-15	4,756,280
Microchip Technology Incorporated	K design	US	06-Jan-98	2,127,732
Microchip Technology Incorporated	KEELOQ	US	18-Jul-95	1,906,190
Microchip Technology Incorporated	LinkMD	US	11-Apr-06	3,080,238

<u>Grantor</u>	<u>Mark</u>	<u>Country of Registration</u>	<u>Registration Date</u>	<u>Registration Number</u>
Microchip Technology Incorporated	M DESIGN - new	US	03-Oct-00	2,390,711
Microchip Technology Incorporated	MICROCHIP and M DESIGN	US	05-Sep-89	1,554,466
Microchip Technology Incorporated	MPLAB	US	22-Dec-09	3,729,988
Microchip Technology Incorporated	MPLAB	US	24-Jul-12	4,179,638
Microchip Technology Incorporated	MPLAB	US	24-Aug-99	2,272,863
Microchip Technology Incorporated	mTouch	US	11-Dec-12	4,255,921
Microchip Technology Incorporated	PIC	US	10-Nov-81	1,176,995
Microchip Technology Incorporated	PIC32	US	06-Oct-09	3,691,024
Microchip Technology Incorporated	PICMICRO	US	25-Aug-98	2,184,783

<u>Grantor</u>	<u>Mark</u>	<u>Country of Registration</u>	<u>Registration Date</u>	<u>Registration Number</u>
Microchip Technology Incorporated	PICSTART	US	07-Nov-95	1,932,666
Microchip Technology Incorporated	Precision Edge	US	18-Jan-05	2,919,406
Microchip Technology Incorporated	PRO MATE	US	13-Aug-96	1,993,881
Microchip Technology Incorporated	QUIET-WIRE	US	24-Jun-14	4,556,266
Microchip Technology Incorporated	THE EMBEDDED CONTROL SOLUTIONS COMPANY	US	05-Feb-13	4,284,902
Microchip Technology Incorporated	THE EMBEDDED CONTROL SOLUTIONS COMPANY	US	30-Jul-96	1,990,546
Microchip Technology Incorporated	UNI/O	US	19-Aug-08	3,490,318
Microchip Technology Incorporated	SEEVAL	US	26-Sep-95	1,921,791