

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427349

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MaxLinear, Inc.		05/12/2017	Corporation: DELAWARE
Entropic Communications, LLC (f/k/a Entropic Communications, Inc.)		05/12/2017	Limited Liability Company: DELAWARE
Exar Corporation		05/12/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 South Dearborn, Floor L-2
Internal Address:	Mailcode: IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4364614	A NEW DIRECTION IN MIXED-SIGNAL
Registration Number:	4242894	ALTIOR
Registration Number:	4019147	BITWACKR
Registration Number:	4120311	EXAR
Registration Number:	2524229	EXAR
Registration Number:	3417885	EXAR
Registration Number:	4202578	EXAR POWERING CONNECTIVITY
Registration Number:	2215057	HI/FN
Registration Number:	3221761	POWERBLOX
Registration Number:	4244880	POWERXR
Registration Number:	1496644	SIPEX
Registration Number:	4120312	XR
Registration Number:	2516524	XR
Serial Number:	87349460	AIRPHY
Serial Number:	86902558	BNC

OP \$640.00 4364614

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3268681	C.LINK
Registration Number:	3840900	ENTROPIC
Registration Number:	4544361	ENTROPIC BUILT-IN
Registration Number:	4459631	FSC
Registration Number:	4682804	FST
Registration Number:	4661236	FULL SPECTRUM TRANSCEIVER
Registration Number:	4336443	FULL-SPECTRUM CAPTURE
Registration Number:	4661237	FULL-SPECTRUM TRANSCEIVER
Registration Number:	3715924	MXL
Registration Number:	3854657	MXLWARE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 05/12/2017

Total Attachments: 7

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Trademark Security Agreement

This **Trademark Security Agreement** dated as of May 12, 2017 made by MaxLinear, Inc., Entropic Communications, LLC (f/k/a Entropic Communications, Inc.) and EXAR CORPORATION as pledgors and debtors (in such capacities and together with any successors in such capacities, individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the “Security Agreement”) made in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names, corporate names, brand names, trade names and other identifiers of source or goodwill of such Pledgor now or hereafter, owned, filed or acquired by, or assigned to, such Pledgor, including any of the foregoing listed on Schedule I attached hereto, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether applied for or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the foregoing and all rights corresponding thereto throughout the world, (ii) extensions and renewals thereof and amendments thereto, (iii) goodwill associated with any of the foregoing and (iv) rights to sue for past, present and future infringements, dilutions or violations thereof; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property (including, for the avoidance of doubt, any trademark application filed on the basis of an intent-to-use such trademark prior to the filing with and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent obligations for which no claim has been asserted and letters of credit that have been 100% cash collateralized) and termination of the Security Agreement and at the other times required by Section 9.15 of the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement, all at the Pledgors' sole cost and expense.

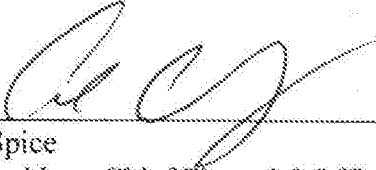
SECTION 5. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law; Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 9.09 and 9.10 of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

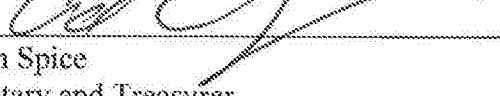
[signature page follows]

IN WITNESS WHEREOF, each Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

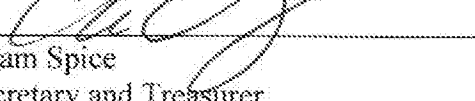
MAXLINEAR, INC.,
as Pledgor

By: 
Name: Adam Spice
Title: Vice President, Chief Financial Officer and
Secretary

ENTROPIC COMMUNICATIONS, LLC
as Pledgor

By: 
Name: Adam Spice
Title: Secretary and Treasurer

EXAR CORPORATION,
as Pledgor

By: 
Name: Adam Spice
Title: Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

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

By: _____

Name: Timothy D. Lee
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES
TRADEMARK APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
EXAR CORPORATION	4364614	A NEW DIRECTION IN MIXED-SIGNAL
EXAR CORPORATION	4242894	ALTIOR
EXAR CORPORATION	4019147	BITWACKR (STYLIZED)
EXAR CORPORATION	4120311	EXAR
EXAR CORPORATION	2524229	EXAR
EXAR CORPORATION	3417885	EXAR (AND DESIGN)
EXAR CORPORATION	4202578	EXAR POWERING CONNECTIVITY (AND DESIGN)
EXAR CORPORATION	2215057	HI/FN
EXAR CORPORATION	3221761	POWERBLOX (MONITOR ONLY)
EXAR CORPORATION	4244880	POWERXR (AND DESIGN)
EXAR CORPORATION	1496644	SIPEX (MONITOR ONLY)
EXAR CORPORATION	4120312	XR (AND DESIGN)
EXAR CORPORATION	2516524	XR (AND DESIGN)
MaxLinear, Inc.	SN: 87349460 (Pending ITU)	AIRPHY
MaxLinear, Inc.	SN: 86902558 (Pending ITU)	BNC
Entropic Communications, Inc.	RN: 3268681 SN: 76409314	C.LINK
Entropic Communications, Inc.	RN: 3840900 SN: 77920871 (Cancelled)	ENTROPIC

OWNER	REGISTRATION NUMBER	DESCRIPTION
Entropic Communications, Inc.	RN: 4544361 SN: 85794535	ENTROPIC BUILT-IN and Design
MaxLinear, Inc.	RN: 4459631 SN: 85542421	FSC
MaxLinear, Inc.	RN: 4682804 SN: 86134128	FST
MaxLinear, Inc.	RN: 4661236 SN: 86134132	FULL SPECTRUM TRANSCEIVER
MaxLinear, Inc.	RN: 4336443 SN: 85542372	FULL-SPECTRUM CAPTURE
MaxLinear, Inc.	RN: 4661237 SN: 86134134	FULL-SPECTRUM TRANSCEIVER
MaxLinear, Inc.	RN: 3715924 SN: 77345677	MXL
MaxLinear, Inc.	RN: 3854657 SN: 77762558	MXLWARE

United States Trademark Applications:

None.