

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		05/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MICROSEMI CORP. - HIGH PERFORMANCE TIMING		
Street Address:	ONE ENTERPRISE		
City:	ALISO VIEJO		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3641480	FLUIDTRACKR	
Registration Number:	3565648	SENGENUITY	
Registration Number:	3871956	TEMPTRACKR	
Registration Number:	1083279	VECTRON	
Registration Number:	2247453	VI	
Registration Number:	4044603	VISCONNECT	
Registration Number:	3356039	VISMART	
Registration Number:	2322253	VITE	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	35613/102		

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NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	05/29/2018
Total Attachments: 3 source=0 - Microsemi TMSA Release HPT#page1.tif source=0 - Microsemi TMSA Release HPT#page2.tif source=0 - Microsemi TMSA Release HPT#page3.tif	

TRADEMARK SECURITY AGREEMENT RELEASE

THIS TRADEMARK SECURITY AGREEMENT RELEASE (this “*Release*”) is made effective as of May 29, 2018, by Morgan Stanley Senior Funding, Inc. (“*Morgan Stanley*”), as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below), in favor of Microsemi Corp. – High Performance Timing (the “*Grantor*”).

WHEREAS, the Grantor was party to that certain Guarantee and Collateral Agreement dated as of January 15, 2016 (the “*Guarantee and Collateral Agreement*”) in favor of the Collateral Agent and Morgan Stanley, as administrative agent (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor entered into that certain Trademark Security Agreement, dated as of January 24, 2018 (the “*Trademark Security Agreement*”); and

WHEREAS, in accordance with the provisions of the Guarantee and Collateral Agreement and the Trademark Security Agreement, the Collateral Agent now desires to release its security interest in and to the Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases to the Grantor its security interest in all of the Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and
- (ii) to the extent not covered by clause (i), all Proceeds of any of the foregoing.

If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

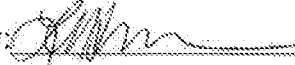
SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:  _____

Name: Lisa Hanson

Title: Authorized Signatory

TRADEMARKS

Trademark Registrations and Applications

Trademark	App No.	Filed	Reg No.	Reg Date	Country	Applicant/Assignee
FLUIDTRACKR	77/599,778	10/24/2008	3,641,480	6/16/2009	USA	Microsemi Corp. - High Performance Timing
SENGENUITY	77/326,042	11/9/2007	3,565,648	1/20/2009	USA	Microsemi Corp. - High Performance Timing
TEMPTRACKR	77/701,031	3/27/2009	3,871,956	11/9/2010	USA	Microsemi Corp. - High Performance Timing
VECTRON	73/127,898	5/25/1977	1,083,279	1/24/1978	USA	Microsemi Corp. - High Performance Timing
VI & DESIGN	75/415,161	7/8/1998	2,247,453	5/25/1999	USA	Microsemi Corp. - High Performance Timing
VISCONNECT	85/269,555	3/17/2011	4,044,603	10/25/2011	USA	Microsemi Corp. - High Performance Timing
VISMART	77/209,776	6/19/2007	3,356,039	12/18/2007	USA	Microsemi Corp. - High Performance Timing
VITE	75/401,867	12/8/1997	2,322,253	2/22/2000	USA	Microsemi Corp. - High Performance Timing