

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655626

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MUFG Union Bank, N.A.		06/23/2021	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	MaxLinear, Inc.
Street Address:	5966 La Place Court, Suite 100
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	Corporation: DELAWARE
Name:	Exar Corporation
Street Address:	5966 La Place Court, Suite 100
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	Corporation: DELAWARE
Name:	MaxLinear Communications LLC
Street Address:	5966 La Place Court, Suite 100
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	Limited Liability Company: DELAWARE

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

TRADEMARK

Property Type	Number	Word Mark
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
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, ECarrera@cahill.com

Correspondent Name: CT Corporation

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: 06/23/2021

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of June 23, 2021 (the “Effective Date”), is made by MUFG Union Bank, N.A. in its capacity as collateral agent (the “Collateral Agent”), in favor of the grantor parties identified on the signature page hereto (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of May 12, 2017 by and among JPMorgan Chase Bank N.A. (the “Original Agent”), the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Original Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of May 12, 2017, which was recorded with the United States Patent and Trademark Office (“USPTO”) on May 12, 2017 at Reel/Frame 6056/0624 (“Trademark Security Agreement”);


WHEREAS, pursuant to a Resignation, Consent and Appointment Agreement, dated as of July 1, 2020, the Collateral Agent succeeded to the Original Agent, and the security interest granted pursuant to the Security Agreement and the Trademark Security Agreement was transferred to the Collateral Agent, notice of which was recorded in the USPTO on July 1, 2020 at Reel/Frame 6986/0202;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark 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.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

MUFG UNION BANK, N.A., acting in its
capacity as Collateral Agent

By:  _____

Name: Keith Sevigny
Title: Vice President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 007334 FRAME: 0352

GRANTORS:

MAXLINEAR, INC.

By: Steve Litchfield

Name: Steven Litchfield
Title: Chief Financial Officer and Chief
Corporate Strategy Officer

EXAR CORPORATION

By: Steve Litchfield

Name: Steven Litchfield
Title: Chief Financial Officer

MAXLINEAR COMMUNICATIONS LLC

By: Steve Litchfield

Name: Steven Litchfield
Title: Chief Financial Officer

Schedule I

Release of Trademark Succession of Agency recorded July 1, 2020 at Reel/Frame 6986/0202

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
Entropic Communications, Inc.	RN: 4544361 SN: 85794535	ENTROPIC BUILT-IN and Design

OWNER	REGISTRATION NUMBER	DESCRIPTION
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.