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To the Honorable Commissioner of Pa

ttached original documents or copy thereof.

1. Name of conveying party(ies):

Fairchild Semiconductor Corporation
333 Western Avenue
South Portland, ME 04106

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State DE
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Credit Suisse First Boston

Internal Address:

Street Address: Eleven Madison Ave.

City: New York State: NY ZIP: 10010

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Swiss banking corporation
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: April 14, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75-347,427
75-419,477
75-483,965

B. Trademark registration No.(s)

1,351,416
2,044,393

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Allen H. Harrison, Jr.

Internal Address: Suite 750 West

Street Address: 1100 New York Ave., NW

City: Washington State: DC ZIP: 20005-3934

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): ..... $ 140.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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01 FC:481 40.00 OP
02 FC:482 100.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Allen H. Harrison, Jr.
Name of Person Signing

Allen H. Harrison
Signature

4/29/99
Date

Total number of pages comprising cover sheet: ONE

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SECURITY AGREEMENT dated as of April 14, 1999, among FAIRCHILD SEMICONDUCTOR CORPORATION, a Delaware corporation (the "*Borrower*"), each subsidiary of the Borrower listed on Schedule I hereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York branch ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of April 14, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, FSC Semiconductor Corporation, a Delaware Corporation, the lenders from time to time party thereto (the "*Lenders*"), CSFB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), and as Collateral Agent, swingline lender and Issuing Bank (as defined therein), Salomon Brothers Holding Company Inc, as syndication agent, and Fleet National Bank, as Issuing Bank and as documentation agent and ABN Amro Bank, NV, as documentation agent, and (b) the Subsidiary Guarantee Agreement dated as of April 14, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents and (d) the due and punctual payment and performance of all obligations of the Borrower under each Interest Rate Protection Agreement entered into with any counterparty that was a Lender at the time such Interest Rate Protection Agreement was entered into (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement and all references to the Uniform Commercial Code shall mean the Uniform Commercial Code in effect in the State of New York on the date hereof.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Accounts*" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"*Accounts Receivable*" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"*Collateral*" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property and (h) Proceeds except where (i) any Equipment is subject to a purchase money lien permitted under the Credit Agreement in favor of any person (other than the Collateral Agent) if the documents relating to such lien do not permit other liens, or (ii) any General Intangible is the subject of a written agreement which specifically prohibits assignment thereof but only to the extent of such prohibition, and only to the extent that the terms and provisions of a such written agreement, document or instrument creating or evidencing such property or any rights relating thereto expressly prohibit the granting of a security interest therein or condition the granting of a security interest therein on the consent of a third party whose consent has not been obtained or would cause, or allow a third party to cause, forfeiture of such property upon the granting of a security interest therein or a breach under any written agreement relating thereto.

"*Commodity Account*" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"*Commodity Contract*" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"*Commodity Customer*" shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"*Commodity Intermediary*" shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course

of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"*Copyright License*" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"*Copyrights*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"*Credit Agreement*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Documents*" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"*Entitlement Holder*" shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

"*Equipment*" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"*Financial Asset*" shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"*Fixtures*" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"*General Intangibles*" shall mean all chooses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Interest Rate Protection Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"*Intellectual Property*" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"*Inventory*" shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"*Investment Property*" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

"*License*" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those (i) license agreements in existence on the date hereof and listed on Schedule III and (ii) those license agreements entered into after the date hereof, which, in either case, by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"*Obligations*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Patent License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"*Patents*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"*Perfection Certificate*" shall mean a certificate substantially in the form of Annex 2 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Borrower.

"*Proceeds*" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include , (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future

infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"*Secured Parties*" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to an Interest Rate Protection Agreement entered into with the Borrower if such counterparty was a Lender at the time the Interest Rate Protection Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

"*Securities*" shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c) (i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

"*Securities Account*" shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"*Securities Intermediary*" shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains Securities Accounts for others and is acting in that capacity.

"*Security Entitlements*" shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"*Security Interest*" shall have the meaning assigned to such term in Section 2.01.

"*Trademark License*" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"*Trademarks*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete as of the date hereof. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is

necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor shall ensure that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property shall have been received and recorded within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United Sates registered Copyrights by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. *Periodic Certification.* Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.04 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer of the Borrower (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. *Further Assurances.* Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery

of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. *Inspection and Verification*. The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall at reasonable intervals and upon reasonable prior notice have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.17).

SECTION 4.06. *Taxes; Encumbrances*. At its option, upon prior written notice to the applicable Grantor, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. *Assignment of Security Interest*. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors*. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless

the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession (which possession shall include (a) in the case of Investment Property, possession through one or more Securities Intermediaries and (b) in the case of Inventory located on the premises of any property leased and used by the Borrower or any Subsidiary in the ordinary course of business, storage of Inventory on such property in the ordinary course of business) of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.10. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.02 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, following written notice to the Grantors, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Legend.* Each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or

pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.13. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) Each Grantor shall, within ten days after the end of each calendar month, inform the Collateral Agent of each application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof filed during such calendar month by such Grantor, either itself or through any agent, employee, licensee or designee and, upon request of the Collateral Agent, each Grantor shall execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal

on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds*. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property*. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, to the extent granting such license or sub-license would not violate any agreement applicable to such Intellectual Property, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction

entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices*. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Borrower.

SECTION 7.02. *Security Interest Absolute*. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement*. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement*. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns*. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification*. (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all

reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES

THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. *Severability*. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings*. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process*. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affected the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. *Termination*. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Bank has no further

commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the capital stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; *provided* that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

SECTION 7.15. *Additional Grantors*. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 3 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FAIRCHILD SEMICONDUCTOR CORPORATION,

by: _____
Name:
Title: MATTHEW W. TOWSE TREASURER

EACH OF THE SUBSIDIARY GUARANTORS LISTED ON SCHEDULE I HERETO,

by: _____
Name: MATTHEW W. TOWSE
Title: Authorized Officer TREASURER

CREDIT SUISSE FIRST BOSTON,
as Collateral Agent,

by: _____
Name:
Title:

by: _____
Name:
Title:

[NYCorp;794690.5:4304D:04/10/1999--1:16a]-

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FAIRCHILD SEMICONDUCTOR CORPORATION,

by: _____
Name:
Title:

EACH OF THE SUBSIDIARY GUARANTORS LISTED ON SCHEDULE I HERETO,

by: _____
Name:
Title: Authorized Officer

CREDIT SUISSE FIRST BOSTON,
as Collateral Agent,

by: _____
Name: CHRIS T HORGAN
Title: VICE PRESIDENT

by: _____
Name: GREGORY R. PERRY
Title: VICE PRESIDENT

[NYCorp;794690.5:4304D:04/10/1999--1:16a]-

Schedule I
to the Security Agreement

SUBSIDIARY GUARANTORS

Fairchild Semiconductor Corporation of California

SCHEDULE III
to the Security Agreement

LICENSES

PART I
LICENSES / SUBLICENSES OF

Registered Licensed to Fairchild

10/17/96

Exhibit 1.13

PART # REG # STRATEGIC BUSINESS GROUP

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100325	7052	
100333c+006	7062	SPG
100355	7310	SPG
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PART # REG # STRATEGIC BUSINESS GROUP

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74ACTQ821		SPG
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74F148	8362	SPG
74F160	6874	SPG
74F161A	6836	SPG
74F162A	6869	SPG
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74F398	7447	SPG
74F399	7448	SPG
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PART # REG # STRATEGIC BUSINESS GROUP

PART #	REG #	STRATEGIC BUSINESS GROUP
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74HC373	9445	SPG
74HC374	9348	SPG
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74HCT373	9364	SPG
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74LVX3245	11549	DMD
74LVXC4245		DMD
74MNEC4	6919	SPG
74VHC74		DMD
74VHCT373		DMD
74VHCT374		DMD
77VHC125		DMD
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3/7

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PART # REG # STRATEGIC BUSINESS GROUP

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PART # REG # STRATEGIC BUSINESS GROUP

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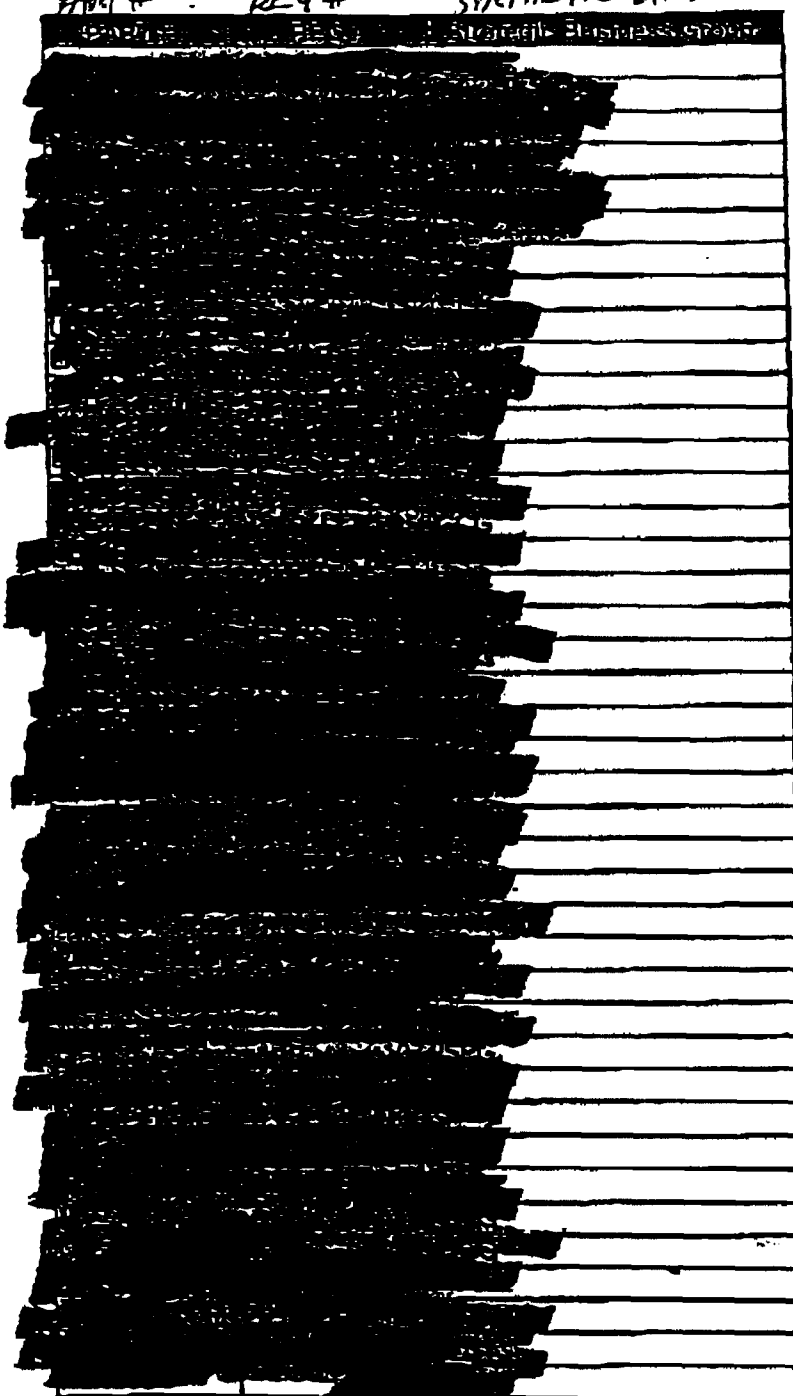
PART # REG # STRATEGIC BUSINESS GROUP



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NM93C56, NM	9044	SPG

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PART # REG # STRATEGIC BUSINESS GROUP

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NMC93C56	7063	SPG
NMC9816A/98	2294	SPG
NMC9817A	1089	SPG

[redacted]

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Patents to be licensed by NSC to Fairchild

Application or Patent #	Title
16,662	Thermally enhanced plastic package design for plastic integrated circuit package
166,592	Semiconductor Device Material
180,553	Apparatus and method for high-accuracy alignment
196,879	Method and apparatus for dispensing photoresist
275,062	Bipolar and BICMOS structures and methods of fabrication
285,581	Insulated gate semiconductor devices with implants for improved ruggedness
296,671	Ultra-thin composite package for integrated circuits
305,881	Wafer Pick
315,652	Integrated low-power driver for a high-current diode
319,836	Method of fabricating high yield thin tunneling oxide EEPROM
322,769	Plastic encapsulation of IC device by two level epoxy encapsulation
335,771	Vdd Load dump protection circuit
348,812	Apparatus and method for reducing erased threshold voltage distribution in flash memory arrays
362,030	Triple buffered amplifier output stage
364,067	High strength, high thermal semiconductor molding system
373,173	Method of making electronic chip with metalized back
374,135	Low voltage triggering silicon controlled rectifier structures for electrostatic discharge protection
376,894	Laser induced flow of PVX
379,684	Asynchronously Loadable D-Type Flip-Flop
389,664	Polysilicon oxidation self-aligned MOS
390,093	Improved start-up circuit and current bias
393,622	CMOS based technology platform to create mixed signal process modules
393,622	Semiconductor structure having two levels of buried regions
399,494	Ultra thin plastic packaging utilizing cavities for supporting integrated circuit dies
413,185	Leaderframe plated with tin and palladium for a semiconductor device
414,916	Method to reduce gate oxide damage due to non-uniform plasmas in read only memory arrays
417,207	Multi-layer lead frame
422,146	A method for programming a single eprom or flash memory cell to store multiple bits of data that utilizes a punchthrough current
427,027	Method and apparatus for operating digital static CMOS components in a very low voltage mode during powerdown
429,182	High Voltage CMOS transistors on a standard CMOS wafer
439,382	Ultra Thin ball grid array using a flex tape or printed wiring board
442,551	Data alignment logic cell
443,135	Deposition of titanium based films utilizing halogen based titanium compounds having a halogen species larger than chlorine
445,563	Tagged prefetch and instruction decoder for variable length instruction set and method of operation
445,568	Decode block test method and apparatus
449,477	Controlled slope output buffer
449,478	Method and apparatus for synchronizing timing signals of two integrated circuit chips
451,219	Circuit for generating a demand based gated clock

Patents to be licensed by NSC to Fairchild

Application or Patent #	Title
451,434	Area and time efficient field extraction circuit
451,444	Barrell Shifter
451,535	Non arithmetical circular buffer cell availability status indicator circuit
453,945	Subsampled frame storage technique for reduced memory size
456,454	Structure and fabrication of field effect transistor having multi part channel
458,532	Testing of electronic circuits which typically contain asynchronous digital circuitry
482,319	Method of fabricating integrating circuit chip containing EEPROM and capacitor
484,354	High-Voltage MOS transistor with increased breakdown voltage
488,886	Method of fabricating polusilicon circuit structures
493,598	Electrostatic discharge protection apparatus
496,045	Thermal Ball head integrated package
496,070	Technique to provide single event upset immunity
497,575	Low cell charge enable circuit
502,574	Built in self test for multiple ram
503,097	Apperatus for intermitting electroplating strips
504,898	Scan flip flop that holds state during shifting
506,246	Gas-Based substrate protection during processing
506,291	Power supply threshold activation circuit
511,395	Tape ball lead integrated circuit package
516,015	Method of intrinsic burst detection in a data storage system
516,625	Method of fabricating a planarized tranch and field oxide isolation structure
517,603	Thermally enhanced microball grid array package
518,650	Synchronous circuit for latching asynchronous signals
518,785	Self-aligned source and body contact structure for high performance DMOS transistors and method of fabricating same
519,456	Borderless vias for integrated circuits
521,212	Secure clock enabling and disabling for personal portable security devices
521,274	Transmit data descriptor structure in a media access control/host system interface that implements flexible transmit data descriptor structure unit
521,346	Interactive logic circuit
521,619	Manufacturing methods for the direct chip attach using the chip size
521,790	Booth multiplier with squaring operation accelerator
521,792	Accelerated booth multiplier using interleaved operand loading
521,801	Power efficient booth multiplier using clock gating
522,490	Booth multiplier using data width adder for efficient carry save addition
526,733	Ball grid array with heat sink
527,147	CMOS circuit having a reduced tendency to latch
527,399	Structure and fabrication of field effect transistor having local threshold adjust doping
530,995	Latch enable timing unit and D-Flip-Flop
532,955	High density integrated circuit package including interposer
543,978	Ball grid array package with lead frame
545,560	Circuit for generating sampling signals at closely spaced time intervals
550,244	Process of forming conductive bump on the electrodes of semiconductor chips using tapping and the bumps thereby created

Patents to be licensed by NSC to Fairchild

Application or Patent #	Title
557,264	Method for connecting packages of a stacked ball grid array structure
566,455	Improved means of planarizing integrated circuits with fully recessed isolation dielectric
576,416	Method for protecting the layer of material that interconnects the n-channel and p-channel gate structures formed in an advanced cmos process from exposure to subsequent processing steps
587,086	Low voltage output stage with improved output drive
587,400	A method to prevent the polysilicon stringers during double polysilicon capacitor formation by the use of sidewall spacer
596,434	Carrier based ic packaging arrangement and method
600,632	BICMOS process for forming double poly mos and bipolar transistors with substantially identical device architectures
609,844	Integrated circuit package assemblies including and electrostatic discharge interposer
612,100	High speed differential data latch
613,022	An improved lead frame clamp for ultrasonic boding and improved lead frame clamp for ultrasonic bonding
614,911	Hysteric Power-up circuit
616,397	Output circuit with short circuit protection for a CMOS comparator
622,695	Glitchless clock switching circuit
624,856	Multi-channel parallel to serial and serial to parallel conversion using a ram matrix
631,824	Virtural ground flash EPROM array with reduced cell pitch in the x direction
641,583	Interconnect structures for integrated circuits
644,005	Method of forming planarized field isolation regions
645,446	Self aligned contact trench DMOS transistor structure and methods of fabricating same
647,274	Multi-rail electrostatic discharge protection device
649,385	Method and apparatus for providing a readable and writable cache tage memory
649,395	Low cost ball grid array device and method of manufacture thereof and the chip size packages
649,932	Method for forming a layer of metal silicide over the gates of a surface channel cmos device
651,392	Voltage selection circuit suitable for use as ESD protection circuit for EEPROM
668,365	Modification of interfacial fields between dielectrics and semiconductors
669,794	Deionized water degassification for the prevention of aluminum alloy etching
674,400	Method for reducing the capacitance across the layer of tunnel oxide of an electrically erasable programmable read only memory cell
680,902	Low noise digital output buffer
685,611	Conditioned silicide conductor
701,003	A method for reducing the spacing between the horizontally adjacent floating gates of a flash eprom array
708,359	Planar selective field oxide isolation process and structures using sag/elo
713,026	ESD input protection using floating gate neuron mosfet as a tunable trigger element

Patents to be licensed by NSC to Fairchild

Application or Patent #	Title
719,657	Band Gap voltage regulator circuit including A
723,698	Charge pump with near zero offset current
727,289	Clock de-skewing cells for scan implementation
731,598	Integrated zener diode protection structures and fabrication methods for DMOS power devices
758,563	Laser induced flow of PVX
785,351	Scanable Register/Latch Circuit (Ratch)
785,352	Scanable Register/Latch Circuit (Ratch)
785,353	Scanable Register/Latch Circuit (Ratch)
815,418	Scanable Register/Latch Circuit (Ratch)
815,419	Scanable Register/Latch Circuit (Ratch)
815,471	Scanable Register/Latch Circuit (Ratch)
815,476	Scanable Register/Latch Circuit (Ratch)
847,876	Method of fabricating BICMOS device
878,556	Improved method of performing charged-particle lithography
902,048	Scanable Register/Latch Circuit (Flatch)
919,745	Silicon carbide vacuum pickup tool
977,771	Epitaxial select deposition of diamond for ic applications
4,257,056	Electronically erasable read only memory
4,325,984	Plasma Passivation Technique for the Prevention of Post Etch Collision
4,326,214	Thermal shock resistant package having ultraviolet light
4,366,555	Electrically erasable programmable read only memory
4,384,353	Method and means for internal error check in a digital memory
4,390,771	Bonding wire ball forming method and apparatus
4,398,338	Fabrication of a high speed, nonvolatile, electrically erasable memory, cell and system utilizing selective masking, deposition and etching techniques
4,434,347	Lead frame wire bonding by preheating
4,435,790	High speed, nonvolatile, electrically erasable memory cell and
4,464,590	Memory system current sense amplifier circuit
4,464,591	Current difference sense amplifier
4,476,365	Cover gas control of bonding ball information
4,476,366	Controlled bonding wire ball formation
4,477,825	Electronic programmable and erasable memory cell
4,482,794	Pulse-width control of bonding ball formation
4,485,459	Redundant columns for byte wide memories
4,493,075	Self repairing bulk memory
4,538,247	Redundant rows in integrated circuit memories
4,566,052	Lead wire bond attempt detection
4,581,095	High-speed error correcting random access memory system
4,587,580	Redundancy roll call technique
4,597,519	Lead wire bonding with increased bonding surface area
4,603,802	Variation and control of bond force
4,636,825	Distributed field effect transistor structure
4,644,384	Apparatus and method for packaging eprom integrated circuits
4,649,289	Strobe Line Driver Circuit
4,720,396	Solder finishing integrated circuit package leads
4,758,749	CMOS current sense amplifier
4,763,026	Sense amplifier for single-ended data sensing

Patents to be licensed by NSC to Fairchild

Application or Patent #	Title
4,807,003	High-reliability single-poly eeprom cell
4,821,239	Programmable Sense Amplifier for Read only memory
4,845,442	High speed current limiting sense amplifier
4,849,344	Enhanced density modified isoplanar process
4,858,185	Zero power, electrically alterable, nonvolatile latch
4,873,671	Sequential read access of serial memories with a user defined starting address
4,959,565	Output Buffer with Ground Bounce Control
4,975,878	Programmable memory data protection scheme
4,985,717	MOS memory cell with exponentially-profiled doping and offset floating
5,032,881	Asymetric virtual ground EPROM cell and fabrication method
5,063,172	Manufacture of a split-gate EPROM cell using polysilicon spacers
5,071,778	Self-aligned collector implant for bipolar transistors
5,086,410	Non-erasable EPROM cell for redundancy circuit
5,089,433	Bipolar field-effect electrically erasable programmable read only memory cell
5,091,327	Fabrication of a high density stacked gate EPROM split cell with bit line reach
5,117,394	High speed differential sense amplifier for use with single transistor memory
5,118,974	Tristate circuits with fast and slow OE signals
5,120,670	Thermal process for implementing the planarization inherent to stacked etch
5,150,177	Schottky diode structure with localized diode well
5,159,882	Serial scan diagnostics apparatus and method for a memory device
5,212,541	Contactless, 5V, high speed EPROM/flash EPROM array utilizing cells
5,218,239	Selectable edge rate CMOS output buffer circuit
5,220,209	Edge rate controlled output buffer circuit with controlled charge storage
5,225,362	Method of manufacturing a full feature high density EEPROM cell with poly
5,231,314	Programmable timing circuit for integrated circuit device with test access port
5,234,847	Method of fabricating a BICMOS device having closely spaced contacts
5,237,533	High speed switched sense amplifier
5,268,316	Fabrication process for Schottky diode with localized diode well
5,280,420	Charge pump which operates on a low voltage power supply.
5,284,786	Method of making a split floating gate EEPROM cell
5,286,656	Individualized prepackage AC performance testing of IC dies on a wafer using
5,290,718	Simplified high reliability gate oxide process
5,293,328	Electrically reprogrammable EPROM cell with merged transistor and optimum
5,293,331	High density EEPROM cell with tunnel oxide stripe
5,304,503	Self-aligned stacked gate EPROM cell using tantalum oxide control gate
5,305,281	Multiple array memory device with staggered read/write for high speed data
5,311,082	CMOS to ECL Level Translator
5,313,419	Self-aligned trench isolation scheme for select transistors in an alternate
5,319,593	Memory array with field oxide islands eliminated and method

Patents to be licensed by NSC to Fairchild

Application or Patent #	Title
5,326,710	Process for fabricating lateral PNP transistor structure and BICMOS IC
5,341,342	Flash memory cell structure
5,342,797	Method for Forming a Vertical Power MOSFET having Doped Oxide Side
5,342,801	Controllable isotropic plasma etching technique for the suppression of stringers in memory cells
5,379,253	High density EEPROM cell array with novel programming scheme and method
5,382,921	Automatic selection of an operating frequency in a low-gain broadband phase
5,397,726	Segment-erasable flash EPROM
5,398,001	Self-timing four-phase clock generator
5,402,372	High density EEPROM cell array with improved access time and method
5,404,037	EEPROM cell with the drain diffusion region self-aligned to the tunnel oxide
5,409,854	Method for forming a virtual-ground flash
5,422,824	Memory array with field oxide island eliminated in method
5,424,997	Non-volatile semiconductor memory having switching devices for
5,427,967	Technique for making memory cells in a way which suppresses electrically
5,432,749	Non-volatile memory cell having hole confinement layer for reducing
5,434,518	ECL to BICMOS/CMOS Translator
5,436,183	Electrostatic discharge protection transistor element fabrication process.
5,436,478	Fast access AMG EPROM with segment select transistors which have
5,444,410	Controlled translation time line driver
5,448,877	Method for packing lead frames for shipment thereof
5,453,393	Method for forming a high density EEPROM cell array with approved access
5,453,393	Method for forming a high density EEPROM cell array with improved access time
5,453,679	Bandgap voltage and current generator circuit for generating constant
5,455,790	High density EEPROM cell array which can selectively erase each byte of data
5,455,793	Electrically reprogrammable EPROM cell with merged transistor and optimum
5,457,652	Low voltage EEPROM
5,459,412	Logic Circuit
5,459,737	Test access port controlled built in current monitor for IC devices.
5,460,990	Method for fabricating a segmented AMG EPROM where only every fourth bit line
5,464,999	Method for programming an alternate metal/source virtual ground flash
5,475,251	Secure non-volatile memory cell
5,477,485	Method for programming a single eprom or flash memory to cell to store multiple levels of data that utilizes a floating substrate
5,481,493	Segment-erasable flash EPROM
5,484,741	Method of making increased-density flash EPROM that requires less area
5,496,754	Method for preventing bit line-to-bit line leakage in the access translator
5,506,160	Method of fabricating a self aligned trench isolation scheme for select
5,508,702	BiCMOS digital-to-analog conversion

Patents to be licensed by NSC to Fairchild

Application or Patent #	Title
5,511,021	Method for programming a single eprom or flash memory to cell to store
5,512,504	Method of making a memory array with field oxide islands eliminate
5,521,110	Method of making EEPROM devices with smaller cell size
5,528,157	Integrated circuit package for burn-in and testing of an integrated circuit die
5,532,653	Supply voltage compensated charge pump oscillator
5,536,968	Retrograde Nwell cathode schottky transistor and fabrication process
5,537,358	Flash memory having adaptive sensing and method
5,550,072	Method of fabrication of integrated circuit chip containing EEPROM and capacitor
5,550,772	Memory array utilizing multi-state memory cells
5,557,567	Method for programming an AMG EPROM or flash memory when cells of the array are formed to store multiple bits of data
NS2616	Improved process for chemical mechanical polishing of dielectrics and metals by using chemical additives to change slurry viscosity and surface tension between the slurry and the polishing pad
NS2876	Self-aligned method of fabricating Terrace Gate DMOS Transistors Stopper for Self-Aligned DMOS
NS2969	CVD based salicide processing
NS3107	Apparatus and method for ultrasonic bonding lead frames and bonding wires in semiconductor packaging applications
NS3190	Apparatus and method for retaining a semiconductor wafer during testing
NS3243	Process to manufacture a high density EEPROM array
NS3339	An improved electrostatic discharge protection package
NS3390	Symetrically implanted rugged DMOS power device structure "Punch-Through" DMOS power devices
Total	250

National Licensed Processes

Exhibit 1.20

Process	Technology	Fab
FM8K4ECL	ECL	FM-4100
FM8M4FDLM	FDLM	FM-4100
FM8M4FLSI	FLSI	FM-4100
FM8M4FSLM	FSLM	FM-4100
FM704LPSDLM	LPSDLM	FM-4100
FM704LPSSLM	LPSSLM	FM-4100
FM704LSRDLM	LSRDLM	FM-4100
FM704LSRSLM	LSRSLM	FM-4100
FM144SCHKY	SCHKY	FM-4100
FM814DRAM	DRAM	FM-4100
FM8T4TTL	TTL	FM-4100
FM8D4BCT25	BCT25	FM-4100
FM584MGCMOS	MGCMOS	FM-4100
FMA24MGCMOS	MGCMOS	FM-4100
FM414HCMOS75	HCMOS75	FM-4100
FM414HCMOS85	HCMOS85	FM-4100
FM864MGCMOS	MGCMOS	FM-4100
FM8E5ALS15DLM	ALS15DLM	FM-5100
FM8E5ALS15SDLM	ALS15SDLM	FM-5100
FM8E5ALS15SLM	ALS15SLM	FM-5100
FM8H5AS15DLM	AS15DLM	FM-5100
FM8M5FDLM	FDLM	FM-5100
FM7K5FACT20	FACT20	FM-5100
FM8C5FCT20P/E	FCT20P/E	FM-5100
FM415HCMOS80	HCMOS80	FM-5100
FM6Y5SG20P/E	SG20P/E	FM-5100
FMENG5ALS15	ALS15	FM-5100
FM5R6ABTC10	ABTC10	FM-6001-G
FM6D6ABTSCAN	ABTSCAN	FM-6001-G
FMW26BCT10	BCT10	FM-6001-G
FM7K6FACT15	FACT15	FM-6001-G
FM6E6IBF10	IBF10	FM-6001-G
FM8J6LSIFCT15	LSIFCT15	FM-6001-G
FM7K6LVC10	LVC10	FM-6001-G
FM7N6CS80CBI	CS80CBI	FM-6001-I
FMH16CS80C	CD80C	FM-6001-I
FMH26CS80C	CD80C	FM-6001-I
FM8J6MSIFCT15	MSIFCT15	FM-6001-G
FM5Y6SCAN15	SCAN15	FM-6001-G
FM8Y6BTS10	BTS10	FM-6001-G
FM7KB65CBI	65CBI	FM-6001-I
FMW1680C	80C	FM-6001-I
FM8P680C	80C	FM-6001-I
FM6R6CBIVU	CBIVU ES80C	FM-6001-I
FM5Y6FL80C	FL80C	FM-6001-I
FM7K6LVC80C	LVC80C	FM-6001-I

: Licensed Processes

Process	Technology	Fab
FMENG8CS80	CS80	FM-6001-I
	CS080SG	
	CS080SG3	
	CS080S	
	CS080SK3	
	CS65S	
	CS065SE	
FMENG6CS80CBTX	CS80CBTX	FM-6001-I
FMH26CBIHY	CBIHY	FM-6001-I
FM806CS65C	CS65C	FM-6001-I
FMH26CS65C	CS65C	FM-6001-I
FM4K680HV	80HV	FM-6001-I
FM806CS80CBI	CS80CBI	FM-6001-I
FMT9680CBI	80CBI	FM-6001-I
FM7N6CBIVU	CBIVU	FM-6001-I
FMA76CBIPC	CBIPC	FM-6001-I
FM154LAN	CS80SK3	SL-MOS-3
FM804DTP	CS65SE	SL-MOS-3
FM586CBIPC	CBIPC	FM-6001-I
FM4N6CS65CBI	CS65CBI	FM-6001-I
FM4N6CS80CBI	CD80CBI	FM-6001-I
FM6F6ES80C	ES80C	FM-6001-I
FMH66ES80C	ES80C	FM-6001-I
FMENG6CS80CBI	CS80CBI	FM-6001-I
	DMOS 12M Cell	SL-MOS-3
	DMOS 20M Cell	SL-MOS-3
	DMOS 3.8M Cell	SL-MOS-3
	DMOS 5.2M Cell	SL-MOS-3
	DMOS 8M Cell	SL-MOS-3
	CS100HE2	SL-MOS-3
	CS100S	
	CE120	SL-MOS-3
	CE130	
	CE200	SL-MOS-3
	CE80	SL-MOS-3
	CE120DLM	SL-MOS-3
	CE80DLM	SL-MOS-3
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

EXHIBIT 6.2(f)
CROSS-LICENSE AGREEMENTS between National + others

1. Between (a) AT&T and (b) National, dated January 1, 1980.

2. Between (a) AT&T and (b) National, dated July 18, 1994, a Letter Agreement settling a dispute arising out of the above-referenced agreement between AT&T and National dated January 1, 1980.

3. Between (a) General Instrument Corp. and (b) National and any National subsidiary, dated November 25, 1980.

4. Between (a) Goldstar Electron Co. Ltd. and (b) National and its affiliates, dated July 7, 1992.

5. Between (a) Hitachi Ltd. and (b) National and any National subsidiary, dated February 14, 1991.

6. Between (a) Hewlett-Packard Corp. and (b) National and its subsidiary, dated August 9, 1978.

7. Between (a) ~~Hyundai~~ Hyundai Electronics Industries Co. Ltd. and (b) National and its affiliates, dated January 20, 1992.

8. Between (a) Intel Corporation and (b) National, dated June 8, 1976.

9. Between and among, (a) Mitsubishi Electric Corp., (b) National and (c) "Fairchild Semiconductor Corp.", dated January 18, 1994, a Settlement and Non-Assertion Agreement.

10. Between (a) Monolithic Memories, Inc. and (b) National and subsidiaries, dated May 20, 1981.

11. Between (a) Motorola Inc. and (b) National, dated April 27, 1976.

12. Between (a) NEC Corp. and (b) National and any National subsidiary, dated May 6, 1993, for patents outside the U.S.

13. Between (a) NEC Corp. and (b) National and any National subsidiary, dated May 6, 1993, for U.S. patents.

14. Between (a) Oki Electronic Industry Co., Inc. and (b) National and any National subsidiary, dated July 3, 1994, for patents outside the U.S.

15. Between (a) Oki Electronic Industry Co., Inc. and (b) National and any National subsidiary, dated July 3, 1994, for U.S. patents.

16. Between (a) Samsung Electronics Co., Ltd. and (b) National and its affiliates, dated September 30, 1991.

17. Between (a) Sanyo Electric Co. Ltd. and (b) National and any National subsidiary, dated December 28, 1993, for patents outside the U.S.

18. Between (a) Sanyo Electric Co. Ltd. and (b) National and any National subsidiary, dated December 28, 1993, for U.S. patents.

19. Between (a) Seiko Epson Corp. and (b) National and any National subsidiary, dated November 20, 1995, for patents outside the U.S.

20. Between (a) Seiko Epson Corp. and (b) National and any National subsidiary, dated November 20, 1995, for U.S. patents.

21. Between (a) Sharp Corp. and (b) National and any National subsidiary, dated December 6, 1993.

22. Between (a) Siemens AG and (b) National and National subsidiaries, dated January 31, 1983.

23. Between (a) Sony Corp. and (b) National and any National subsidiary, dated February 10, 1993.

24. Between (a) Texas Instruments Inc. and (b) Fairchild Camera and Instrument Corp., dated December 1, 1977.

25. Between (a) Texas Instruments Inc. and (b) National and any National subsidiary, dated April 1, 1977.

26. Between (a) Toshiba Corp. and (b) National and any National subsidiary, dated November 17, 1992.

SCHEDULE 3.5(b) - PATENTS AND PATENT APPLICATIONS (REVISED)

Raytheon Registered Intellectual Property Licensed to Company

Patents Licensed to Fairchild 1/2

	Case	Entry	Status	Inventor(s)	Subject Code	Title	Priority Date	Patent	Exp Date
2072	34614	62	4	SAND, 2		VLSI VARIABLE FIELD CAM	DE1088	00312778	
2071	32858	91	7	VAUGHN, L		DISPLAY ADVANCE SYSTEM	JE1278	04189727	FE1097
2077	33952	62	7	LEWIS, 2		32 BIT ADDER	NO0185	01786043	NO0105
	33952	91	7	LEWIS ET AL		32 BIT ADDER	NO0184	04704701	NO0304
2064	33957	62	7	MAZIN, 2		ADDER	NO0185	02086708	NO0105
	33957	91	7	MAZIN ET AL.		ADDER	NO0184	04875838	JE2304
2065	33984	62	7	HENLIN, 1		CMOS DIFFERENCE CELL	AP0188	01788717	AP0108
	33984	91	7	HENLIN ET AL.		CMOS DIFFERENCE CELL	AP0185	04706348	NO2404
2074	34054	91	7	MAZIN, M.		MODULAR CLAM	AP1686	05561429	OC0113
2066	34182	91	7	MONTRONE ET AL		COMPLEMENTARY MESFET	DE0586	04951114	AU2107
2075	34292	91	7	LEWIS		TESTABLE P/S DATA REG 1	FE2293	05361264	NO0111
2076	34314	62	7	LEWIS		BINARY COUNTER	AP0188	02563480	AP0108
2067	34586	91	7	LEWIS		EDGE CONTROL FOR CNOS CKT	JL2787	04797579	JE1008
2072	34614	91	7	SANO ET AL.		VLSI VARIABLE FIELD CAM	DE1087	04845668	JL0408
2069	34618	62	7	LEWIS		C MOS HS UP/DOWN COUNTER	MY2689	02563578	MY2609
2068	35889	91	7	LEWIS		DIFFERENTIAL RECEIVER	MR0903	05317214	MY3111
2.	32182	24	7	FEIST		BI POLAR TRANSISTOR	AP1480	01144659	AP1200
	32182	91	7	FEIST		BI POLAR TRANSISTOR	MY2579	4286550	SE1595
2.	32199	24	7	FEIST		METHOD OF MAKING CMOS	NO1478	00113657	DE2699

33144	91	7	FEIST		BI POLAR TRANSISTOR	FE2586	4877456	JN3004
35590	91	7	COLLINS		PRECISION VOLTAGE REFERENCE	OC2591	5146297	SE0899

* Corresponds to U.S. Patent 4,402,761 (Now Expired)

			STATUS CODES		COUNTRY CODES			
		4	Pending Applications		62 JAPAN			
		7	Issued Patents		24 CANADA			
					91 UNITED STATES			

Raytheon Patent License 2/2

Schedule IV to the Security Agreement

Patents

Fairchild Semiconductor Corporation Index
Granted Patents

Country CA	Patent Number	Issue	Title
	1,139,447	11-Jan-1983	Monolithic Triple Diffusion Analog to Digital Converter
	1,177,910	13-Nov-1984	Random Access Memory Dual Word Line Recovery Circuitry
	1,185,369	09-Apr-1985	Electrically Erasable Programmable Read-Only Memory
	1,189,621	25-Jun-1985	Method of Making an Integrated Circuit Bipolar Memory Cell
	1,189,972	02-Jul-1985	Self-refreshing Memory Cell
	1,201,765	11-Mar-1986	Power Supply Threshold Activation Circuit
	1,215,443	16-Dec-1986	Apparatus for Maintaining Reserve Bonding Wire
	1,238,413	21-Jun-1988	Circuit and Method for Split Bias Enable/Inhibit Memory Operation
	1,246,691	13-Dec-1988	Multiple Phase-Splitter TTL Output Circuit with Improved Drive
	1,251,524	21-Mar-1989	Temperature Compensated Sense Amplifier
	1,254,272	16-May-1989	TTL Circuits Generating Complimentary Signals

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
DE	3430972.1	20-Apr-1995	Internal High Voltage (Vpp) Regulator for Integrated Circuits
	3581855.7	27-Feb-1991	Multiple Phase-Splitter TTL Output Circuit with Improved Drive
	68905960.4	14-Apr-1993	TTL Totem pole Anti-Simultaneous Conduction Circuit
	68912176.8	12-Jun-1994	Master Slave Voltage Reference Circuit
	68919021.2	26-Oct-1994	Two-Level ECL Multiplexer without Emitter Dotting
	68920219.9	28-Dec-1994	Temperature Compensated Bipolar Circuits
	68925755.4	18-Jan-1997	TTL Current Sinking Circuit with Transient Performance Enhancement During Output Transition from High to Low
	69012375.2	14-Sep-1994	Non-Current Hogging Dual Phase Splitter TTL Circuit
	69015507	28-Dec-1994	TTL to ECL/CML Translator Circuit with Differential Output
	69015904.8	11-Jan-1995	ECL/CML Pseudo-Rail Circuit, Cutoff Driver Circuit, and Latch Circuit
	69025030.4	12-Sep-1996	ECL Cutoff Driver Circuit with Reduced Standby Power Dissipation
	69028646.5	24-Apr-1997	Anti-Noise Circuits
	69028730.5	02-Oct-1996	Output Buffer for Reducing Switching Induced Noise

Fairchild Semiconductor Corporation Index
Granted Patents

Country DE	Patent Number	Issue	Title
	69121169.8	31-Jul-1996	High Speed Anti-Undershoot and Anti-Overshoot Circuit
	69122430.7	03-Apr-1997	Individual Bit Line Recovery Circuits
	69225994.5	24-Jun-1998	High Speed Passgate, Latch and Flip-flop Circuits
	69412667.5	26-Aug-1998	Overvoltage Tolerant Output Buffer Circuit

Country JP	Patent Number	Issue	Title
	1809724	10-Dec-1993	Semiconductor Device Fabrication Process
	1896101	23-Jan-1995	Integrated Circuit Zener Diode
	1907365	24-Feb-1995	Temperature Compensated Voltage Reference Circuit
	1928830	12-May-1995	Internal High Voltage (Vpp) Regulator for Integrated Circuits
	1962890	25-Aug-1995	Switchable Current Source Circuitry Having a Current Mirror and A Switching Transistor Coupled in Parallel
	2024263	26-Feb-1996	Multiple Phase-Splitter TTL Output Circuit with Improved Drive
	2070849	21-Jul-1995	Integrated Circuit Offset Voltage Adjustment

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
JP			
	2092746	18-Sep-1996	Programmable Memory Cell Structure Including a Refractory Metal Barrier Layer

Country	Patent Number	Issue	Title
KR			
	111,767	05-Feb-1997	Reduction on Power Rail Pertubation and on the Effect Thereof on Integrated Circuit Performance
	136775	11-Nov-1997	Output Buffer Circuit with Signal Feed Forward for Reducing Switching Induced Noise
	142104	26-Mar-1998	Temperature Compensated Bipolar Circuits
	155357	15-Jul-1998	Architecture for a Flash Erase EEPROM Memory
	157419	30-Jul-1998	ECL/CML Pseudo-Rail Circuit, Cutoff Driver Circuit, and Latch Circuit

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
US	4,253,059	24-Feb-1981	EPROM Reliability Test Circuit
	4,276,617	30-Jun-1981	Transistor Switching Circuitry
	4,300,398	17-Nov-1981	Apparatus for Measuring Deflection of a Blade upon Application of Force Thereto.
	4,311,927	19-Jan-1982	Transistor Logic Tristate Device with Reduced Output Capacitance
	4,315,209	09-Feb-1982	Temperature Compensated Voltage Reference Circuit
	4,321,490	23-Mar-1982	Transistor Logic Output for Reduced Power Consumption and Increased Speed
	4,330,723	18-May-1982	Transistor Logic Output Device for Diversion of Miller Current
	4,334,157	08-Jun-1982	Data Latch with Enable Signal Gating
	4,346,512	31-Aug-1982	Integrated Circuit Manufacturing Method
	4,355,455	26-Oct-1982	Method of Manufacture for Self-aligned Floating Gate Memory Cell
	4,357,687	02-Nov-1982	Adaptive Word Line Pull Down
	4,362,574	07-Dec-1982	Integrated Circuit and Manufacturing Method
	4,364,977	21-Dec-1982	Automatic Self-Adjusting Processing Apparatus

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
US			
	4,377,857	22-Mar-1983	Electrically Erasable Programmable Read-Only Memory
	4,390,799	28-Jun-1983	Temperature Compensated Switchable Current Source
	4,393,473	12-Jul-1983	Random Access Memory Preset Circuitry
	4,393,476	12-Jul-1983	Random Access Memory Dual Word Line Recovery Circuitry
	4,396,905	02-Aug-1983	Asynchronously Controllable Successive Approximation Analog-to-Digital Converter
	4,404,080	13-Sep-1983	Molded Plating Mask
	4,423,491	27-Dec-1983	Self-Refreshing Memory Cell
	4,437,023	13-Mar-1984	Current Mirror Source Circuitry
	4,441,167	03-Apr-1984	Reprogrammable Read Only Memory
	4,441,172	03-Apr-1984	Semiconductor Memory Core Program Control Circuit
	4,442,509	10-Apr-1984	Bit Line Powered Translinear memory Cell
	4,442,510	10-Apr-1984	Semiconductor Memory Byte Clear Circuit
	4,445,205	24-Apr-1984	Semiconductor Memory Core programming Circuit
	4,469,723	04-Sep-1984	Plating Control System

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
US	4,477,885	16-Oct-1984	Current Dump Circuit for Bipolar Random Access Memories
	4,481,430	06-Nov-1984	Power Supply Threshold Activation Circuit
	4,484,311	20-Nov-1984	Synchronous Sense Amplifier
	4,488,350	18-Dec-1984	Method of Making an Integrated Circuit Bipolar Memory Cell
	4,498,638	12-Feb-1985	Apparatus for Maintaining Reserve Bonding Wire
	4,506,176	19-Mar-1985	Comparator Circuit
	4,512,076	23-Apr-1985	Semiconductor Device Fabrication Process
	4,519,076	21-May-1985	Memory Core Testing System
	4,546,456	08-Oct-1985	Read-only Memory Construction and Related Method
	4,581,550	08-Apr-1986	TTL Tristate Device with Reduced Output Capacitance
	4,581,672	08-Apr-1986	Internal High Voltage (Vpp) Regulator for Integrated Circuits
	4,584,520	22-Apr-1986	Switchable Current Source Circuitry Having a Current Mirror and A Switching Transistor Coupled in Parallel
	4,591,825	27-May-1986	Analog-to-Digital-Converter and Related Encoding Technique

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
US	4,593,383	03-Jun-1986	Integrated Circuit Memory
	4,607,232	19-Aug-1986	Low Voltage Amplifier Circuit
	4,641,108	03-Feb-1987	Configurable Analog Integrated Circuit
	4,654,549	31-Mar-1987	Transistor-Transistor Logic to Emitter Coupled Logic Translator
	4,661,727	28-Apr-1987	Multiple Phase-Splitter TTL Output Circuit with Improved Drive
	4,677,320	30-Jun-1987	Emitter Coupled Logic to Transistor Transistor Logic Translator
	4,680,613	14-Jul-1987	Low Impedance Package for Integrated Circuit Die
	4,685,631	11-Aug-1987	Apparatus for Feeding Bonding Wire
	4,717,888	05-Jan-1988	Integrated Circuit Offset Voltage Adjustment
	4,745,580	17-May-1988	Variable Clamped Memory Cell
	4,771,191	13-Sep-1988	TTL to ECL Translator
	4,798,305	17-Jan-1989	Adjustable Shipping Tray
	4,817,051	28-Mar-1989	Expandable Multi-Port Random Access Memory
	4,851,786	25-Jul-1989	Improved Differential Amplifier

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
US	4,853,646	01-Aug-1989	Temperature Compensated Bipolar Circuits
	4,868,424	19-Sep-1989	TTL Circuit with Increased Transient Drive
	4,908,328	13-Mar-1990	High Voltage Power IC Process
	4,931,665	05-Jun-1990	Master Slave Voltage Reference Circuit
	4,943,741	24-Jul-1990	ECL/CML Emitter Follower Current Switch Circuit
	4,945,263	31-Jul-1990	TTL to ECL/CML Translator Circuit with Differential Output
	4,945,265	13-Jul-1990	ECL/CML Pseudo-Rail Circuit, Cutoff Driver Circuit, and Latch Circuit
	4,947,058	07-Aug-1990	TTL Current Sinking Circuit with Transient Performance Enhancement During Output Transition from High to Low
	4,958,090	18-Sep-1990	Non-Current Hogging Dual Phase Splitter TTL Circuit
	4,961,010	02-Oct-1990	Output Buffer for Reducing Switching Induced Noise
	4,963,767	16-Oct-1990	Two-Level ECL Multiplexer without Emitter Dotting
	4,972,104	20-Nov-1990	TTL Totem pole Anti-Simultaneous Conduction Circuit
	4,988,898	29-Jan-1991	High Speed ECL/CML to TTL Translator Circuit

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
US	4,988,899	29-Jan-1991	TTL Gate Current Source Controlled Overdrive and Clamp Circuit
	4,996,452	26-Feb-1991	ECL/TTL Tristate Buffer
	4,999,812	12-Mar-1991	Architecture for a Flash Erase EEPROM Memory
	5,013,938	07-May-1991	ECL Cutoff Driver Circuit with Reduced Standby Power Dissipation
	5,013,941	07-May-1991	TTL to ECL/CML Translator Circuit
	5,016,214	14-May-1991	Memory Cell with Separate Read and Write paths and Clamping Transistors
	5,021,687	04-Jun-1991	High Speed Inverting Hysteresis TTL Buffer Circuit
	5,025,179	18-Jun-1991	ECL Clamped Cutoff Driver Circuit
	5,029,280	02-Jul-1991	ECL Circuit for Resistance and Temperature Bus Drop Compensation
	5,032,743	16-Jul-1991	Skew Clamp
	5,034,632	23-Jul-1991	High Speed TTL Buffer Circuit and Line Driver
	5,036,222	30-Jul-1991	Output buffer Circuit with Output Coltage Sensing for Reducing Switching Induced Noise
	5,041,721	20-Aug-1991	Machine for Counting IC parts in a Shipping Rail

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
US	5,045,729	03-Sep-1991	TTL/ECL Translator Circuit
	5,049,763	17-Sep-1991	Anti-Noise Circuits
	5,051,623	24-Sep-1991	TTL Tristate Circuit for Output Pulldown Transistor
	5,051,690	24-Sep-1991	Apparatus and Method for Detecting Vertically Propogated Defects in Integrated Circuits
	5,051,986	24-Sep-1991	Asynchronous Priority Select Logic
	5,058,067	15-Oct-1991	Individual Bit Line Recovery Circuits
	5,061,864	29-Oct-1991	Monophase Logic
	5,061,900	29-Oct-1991	Self Zeroing Amplifier
	5,065,224	12-Nov-1991	Low Noise Integrated Circuit and Leadframe
	5,075,885	24-Dec-1991	ECL EPROM with CMOS Programming
	5,081,374	14-Jan-1992	Output Buffer Circuit with Signal Feed Forward for Reducing Switching Induced Noise
	5,087,841	11-Feb-1992	TTL to CMOS Translating Circuits without Static Current
	5,092,774	03-Mar-1992	Mechanically Compliant High Frequency Electrical Connector

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
US	5,101,124	31-Mar-1992	ECL to TTL Translator Circuit with Improved Slew Rate
	5,101,153	31-Mar-1992	PIN Electronics Test Circuit for IC Device Testing
	5,103,118	17-Apr-1992	High Speed Anti-Undershoot and Anti-Overshoot Circuit
	5,118,974	02-Jun-1992	Tristate Circuit with Fast and Slow OE Signals
	5,132,577	21-Jul-1992	High Speed Passgate, Latch and Flip-flop Circuits
	5,134,315	28-Jun-1992	Synchronous Counter Terminal Count Output Circuit
	5,144,171	01-Sep-1992	High Speed Differential-Feedback Cascode Sense Amplifier
	5,153,456	06-Oct-1992	TTL Output Buffer with Temperature Compensated Vo Clamp Circuit
	5,157,397	20-Oct-1992	Quantizer and Related Method for Improving Linearity
	5,173,621	22-Dec-1992	Transreceiver with Isolated Power Rails for Ground Bounce Reduction
	5,184,034	02-Feb-1993	State-Dependent Discharge Path Circuit
	5,204,554	20-Apr-1993	Partial Isolation of Power Rails for Output buffer Circuits
	5,218,243	08-Jun-1993	BICMOS TTL Output Buffer Circuit with Reduced Power Dissipation
	5,220,212	15-Jun-1993	Single Level BiPolar ECL Flip Flop

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
US	5,223,745	29-Jun-1993	Power Down Miller Killer Circuit
	5,224,007	29-Jun-1993	Current Window Detection Circuit
	5,225,040	06-Jul-1993	Process for Patterning Metal Connections in Small Geometry Semiconductor Structures
	5,227,680	13-Jul-1993	ECL/TTL Translator Circuit
	5,233,237	03-Aug-1993	BICMOS Output Buffer Noise Reduction Circuit
	5,239,270	24-Aug-1993	Wafer Level Reliability Contact Test Structure and Method
	5,248,520	28-Sep-1993	Solder finishing planar Leaded flat Package Integrated Circuit Leads
	5,256,914	26-Oct-1993	Short Circuit Protection Circuit and Method for Output Buffers
	5,256,916	26-Oct-1993	TTL to CMOS Translating Input Buffer Circuit with Dual Thresholds for High Dynamic Current and Low Status Current
	5,258,665	02-Nov-1993	AC Miller Killer Circuit for LZ Transitions
	5,289,056	22-Feb-1994	BICMOS Input Buffer Circuit with Integral Passgate
	5,315,170	24-May-1994	Track and Hold Circuit
	5,317,281	31-May-1994	Slew Rate Booster Circuit

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
US	5,323,068	21-Jun-1994	Low Power Low Temperature ECL Output Driver Circuit
	5,331,224	19-Jul-1994	ICCT Leakage Current Interrupter
	5,338,978	16-Aug-1994	Full Swing Power Down Buffer Circuit with Multiple Power Supply Isolation
	5,339,078	16-Aug-1994	Digital to Analog Converter Switch Circuit
	5,346,842	13-Sep-1994	Method of Making Alternate Metal/Source Virtual Ground Flash EPROM Cell Array
	5,357,211	18-Oct-1994	Pin Driver Amplifier
	5,357,471	18-Oct-1994	Fault Locator Architecture and Method for Memories
	5,359,301	25-Oct-1994	Process-, Temperature-, and Voltage-Compensation for ECL Delay Cells
	5,365,479	15-Nov-1994	Row Decoder and Driver with Switched-Bias Bulk Regions
	5,367,645	22-Nov-1994	Modified Interface for Parallel Access EPROM
	5,371,030	06-Dec-1994	Method of Fabricating Field Oxide Isolation for a Contactless Flash EPROM Cell Array
	5,377,202	27-Dec-1994	Method and Apparatus for Limiting Pin Driver Offset Voltages
	5,379,254	03-Jan-1995	Asymmetrical Alternate Metal Virtual Ground EPROM Array

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Granted Patents

Country	Patent Number	Issue	Title
US	5,379,302	03-Jan-1995	ECL Test Access Port with Low Power Control
	5,381,061	10-Jan-1995	Overvoltage Tolerant Output Buffer Circuit
	5,389,929	14-Feb-1995	Two Step Subranging Analog-to-Digital Converter
	5,397,725	14-Mar-1995	Method of Controlling Oxide Thinning in an EPROM or Flash memory Array
	5,399,995	21-Mar-1995	CMOS Circuit Providing 90 Degree Phase Delay
	5,408,147	18-Apr-1995	VCC Translator Circuit (a/k/a 3v, 5v Dual Rail Interface Translator)
	5,412,238	02-May-1995	Source-Coupling, Split-Gate, Virtual Ground Flash EEPROM Array
	5,414,352	09-May-1995	Parametric Test Circuit with Plural Range Resistors
	5,418,474	23-May-1995	Circuit for Reducing Transient Simultaneous Conduction
	5,424,784	13-Jun-1995	Method and Apparatus for Cross Fading Between Combed and Simple Filtered Outputs
	5,449,633	12-Sep-1995	Method for Fabricating an Ultra-High-Density Alternate Metal Virtual Ground ROM
	5,455,732	03-Oct-1995	Buffer Protection Against Output-Node Voltage Excursions
	5,463,332	31-Oct-1995	Multiple Differential Input ECL Or/Nor Gate

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Granted Patents

Country	Patent Number	Issue	Title
US	5,468,672	21-Nov-1995	Thin Film Resistor and Method of Fabrication
	5,482,819	09-Jan-1996	Photolithographic Process for Reducing Repeated Defects
	5,486,867	23-Jan-1996	High Resolution Digital phase Detector
	5,489,861	06-Feb-1996	High Power, Edge controlled Output buffer
	5,494,845	27-Feb-1996	Method of Fabrication of Bilayer Thin Film Resistor
	5,497,475	05-Mar-1996	Configurable Integrated Circuit Having True and Shadow EPROM Registers
	5,508,642	16-Apr-1996	Series-Gated Emitter Coupled Logic Circuit Providing closely Spaced Output Voltages
	5,517,453	14-May-1996	Multiple Erase Memory
	5,521,789	28-May-1996	BICMOS Electrostatic Discharge Protection Circuit
	5,526,060	11-Jun-1996	Luma/Chroma Decoder with Demodulated Control Signal
	5,566,204	15-Oct-1996	Fast Acquisition Clock Recovery System
	5,576,988	19-Nov-1996	Secure Non-Volatile Memory Array
	5,589,412	31-Dec-1996	Method of Making Increased-Density Flash EPROM that utilizes a Series of Planarized, Self-Aligned, Intermediate Strips of Conductive Material to Contact the Drain Regions

Fairchild Semiconductor Corporation Index
Granted Patents

Country	Patent Number	Issue	Title
US	5,602,775	11-Feb-1997	Flash EEPROM Memory System for Low Voltage Operation and Method
	5,646,886	08-Jul-1997	Flash Memory Having Segmented Array for Improved Operation
	5,663,771	02-Sep-1997	Adaptive Video Comb Filter With Legalized Output Signals
	5,721,739	24-Feb-1998	Method for Detecting Read Errors, Correcting Single Bit Read Errors and Reporting Multiple-Bit Read Errors
	5,734,294	31-Mar-1998	Large Swing Wide High order Band Programmable Active Filters
	5,747,976	05-May-1998	Constant On-time Architecture for Switching Regulators
	5,786,866	28-Jul-1998	Video Color Subcarrier Signal Generator (Amended)
	5,796,303	18-Aug-1998	Popless Amplifier
	5,805,238	08-Sep-1998	Adaptive Notch Filter for Removing Residual Subcarrier from Component Video
	5,842,155	24-Nov-1998	Method and Apparatus for Adjusting Pin Driver Charging and Discharging Current
	5,864,225	26-Jan-1999	Dual Adjustable Voltage Regulators

Fairchild Semiconductor Corporation Index
Pending Patents

Country	Application Number	Filing Date	Title
CA			
	2216584	29-Sep-1997	Low Distortion Large Swing Frequency Down Converter Filter Amplifier Circuit

Country	Application Number	Filing Date	Title
CH			
	325/99	19-Feb-1999	Die Attach Method and Integrated Circuit Device

Country	Application Number	Filing Date	Title
CN			
		17-Mar-1999	Configurable Universal Serial Bus Node
	97104935.1	26-Mar-1997	Constant On-time Architecture for Switching Regulators
	98122326.5	13-Nov-1998	Field Effect Transistor and Method of its Manufacture

Country	Application Number	Filing Date	Title
DE			
	19900342.4	07-Jan-1999	Clamp for Differential Drivers
	19901386.1	15-Jan-1999	A Field Coupled Gate Bus Architecture Using Trench
	P4315108.6	06-May-1993	AC Miller Killer Circuit for LZ Transitions
	P4404132.2	09-Feb-1994	Full Swing Power Down Buffer Circuit with Multiple Power Supply Isolation

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Pending Patents

Country	Application Number	Filing Date	Title
EP	94922595.7	20-Jul-1994	Buffer Protection Against Output-Node Voltage Excursions
	94923549.3	14-Jul-1994	Circuit for Reducing Transient Simultaneous Conduction
	95910328.4	27-Feb-1995	Row Decoder and Driver with Switched-Bias Bulk Regions
	96912687.9	10-Apr-1996	Secure Non-Volatile Memory Array
	97307608.6	26-Sep-1997	Low Distortion Large Swing Frequency Down Converter Filter Amplifier Circuit
	98302913.3	15-Apr-1998	CMOS Rail-to-Rail Input/Output Amplifier
	98303530.4	06-May-1998	Programmable Step Down DC-DC Converter Controller
	98309237.01	11-Nov-1998	Field Effect Transistor and Method of its Manufacture

Country	Application Number	Filing Date	Title
FR	99 00780	25-Jan-1999	A Field Coupled Gate Bus Architecture Using Trench

Country	Application Number	Filing Date	Title
GB	9705574.3	18-Mar-1997	Constant On-time Architecture for Switching Regulators

Pending Patents

Country	Application Number	Filing Date	Title
HK		15-Sep-1999	Configurable Universal Serial Bus Node
	98102759.0	01-Apr-1998	Constant On-time Architecture for Switching Regulators

Country	Application Number	Filing Date	Title
JP	1-184835	19-Jul-1989	Temperature Compensated Bipolar Circuits
	10-102504	14-Apr-1998	CMOS Rail-to-Rail Input/Output Amplifier
	10-122084	01-May-1998	Programmable Step Down DC-DC Converter Controller
	11-19040	27-Jan-1999	A Field Coupled Gate Bus Architecture Using Trench
	11-20672	28-Jan-1999	Clamp for Differential Drivers
	15407/99	25-Jan-1999	Die Attach Method and Integrated Circuit Device
	2-123221	15-May-1990	High Speed ECL/CML to TTL Translator Circuit
	2-132747	24-May-1990	ECL/CML Emitter Follower Current Switch Circuit
	2-134278	25-May-1990	Apparatus and Method for Detecting Vertically Propagated Defects in Integrated Circuits

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Pending Patents

Country	Application Number	Filing Date	Title
JP			
	2-146369	06-Jun-1990	High Voltage Power IC Process
	2-184394	13-Jul-1990	ECL/CML Pseudo-Rail Circuit, Cutoff Driver Circuit, and Latch Circuit
	2-215933	17-Aug-1990	TTL to ECL/CML Translator Circuit
	2-220167	23-Aug-1990	TTL to ECL/CML Translator Circuit with Differential Output
	2-242833	14-Sep-1990	ECL Clamped Cutoff Driver Circuit
	2-293778	01-Nov-1990	ECL Cutoff Driver Circuit with Reduced Standby Power Dissipation
	2-415682	11-Dec-1990	TTL Gate Current Source Controlled Overdrive and Clamp Circuit
	2-52875	06-Mar-1990	Non-Current Hogging Dual Phase Splitter TTL Circuit
	2-69885	22-Mar-1990	Anti-Noise Circuits
	3-161987	09-Apr-1991	TTL to CMOS Translating Circuits without Static Current
	3-173362	19-Jun-1991	High Speed TTL Buffer Circuit and Line Driver
	3-198957	09-May-1991	Skew Clamp
	3-230745	06-Jun-1991	Individual Bit Line Recovery Circuits

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Pending Patents

Country	Application Number	Filing Date	Title
JP			
	3-238566	14-Jun-1991	TTL Tristate Circuit for Output Pulldown Transistor
	3-300883	16-Nov-1991	High Speed Anti-Undershoot and Anti-Overshoot Circuit
	334644/89	22-Dec-1989	Improved Differential Amplifier
	347050/91	27-Dec-1991	Current Window Detection Circuit
	358367/98	11-Nov-1998	Field Effect Transistor and Method of its Manufacture
	4-324680	11-Nov-1992	BICMOS TTL Output Buffer Circuit with Reduced Power Dissipation
	4-350166	04-Dec-1992	State-Dependent Discharge Path Circuit
	4-350168	04-Dec-1992	Partial Isolation of Power Rails for Output buffer Circuits
	4-350170	04-Dec-1992	Power Down Miller Killer Circuit
	4-88503	09-Apr-1992	High Speed Passgate, Latch and Flip-flop Circuits
	5-17614	04-Feb-1993	Method of Making Alternate Metal/Source Virtual Ground Flash EPROM Cell Array
	5-80015	18-Feb-1993	TTL to CMOS Translating Input Buffer Circuit with Dual Thresholds for High Dynamic Current and Low Status Current

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Pending Patents

Country	Application Number	Filing Date	Title
JP			
	6-16257	10-Feb-1994	Full Swing Power Down Buffer Circuit With Multiple Power Supply Isolation
	6-32470	02-Mar-1994	Overvoltage Tolerant Output Buffer Circuit
	68603/1999	15-Mar-1999	Configurable Universal Serial Bus Node
	7-504227	30-Apr-1996	Method of Controlling Oxide Thinning in an EPROM or Flash memory Array
	7-508659	21-Feb-1996	VCC Translator Circuit (a/k/a 3v, 5v Dual Rail Interface Translator)
	7-509155	21-Feb-1996	Buffer Protection Against Output-Node Voltage Excursions
	7-509746	19-Jul-1994	Circuit for Reducing Transient Simultaneous Conduction
	H9-281301	29-Sep-1997	Low Distortion Large Swing Frequency Down Converter Filter Amplifier Circuit

Country	Application Number	Filing Date	Title
KR			
	1876/99	22-Jan-1999	Clamp for Differential Drivers
	21720/92	19-Nov-1992	BICMOS TTL Output Buffer Circuit with Reduced Power Dissipation
	2320/94	08-Feb-1994	Full Swing Power Down Buffer Circuit with Multiple Power Supply Isolation

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Pending Patents

Country	Application Number	Filing Date	Title
KR			
	23285/92	04-Dec-1992	State-Dependent Discharge Path Circuit
	23421/92	05-Dec-1992	Partial Isolation of Power Rails for Output buffer Circuits
	27306/96	05-Jul-1996	Multiple Erase Memory
	3652/94	28-Feb-1994	Overvoltage Tolerant Output Buffer Circuit
	48869/98	14-Nov-1998	Field Effect Transistor and Method of its Manufacture
	51170/97	30-Sep-1997	Low Distortion Large Swing Frequency Down Converter Filter Amplifier Circuit
	5984/92	10-Apr-1992	High Speed Passgate, Latch and Flip-flop Circuits
	6355/92	16-Apr-1992	Method of Fabricating Field Oxide Isolation for a Contactless Flash EPROM Cell Array
	701135/96	06-Mar-1996	VCC Translator Circuit (a/k/a 3v, 5v Dual Rail Interface Translator)
	701345/96	15-Mar-1996	Buffer Protection Against Output-Node Voltage Excursions
	701514/96	23-Mar-1996	Circuit for Reducing Transient Simultaneous Conduction
	702170/96	27-Apr-1996	Method of Controlling Oxide Thinning in an EPROM or Flash memory Array

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Pending Patents

Country	Application Number	Filing Date	Title
KR			
	707437/96	26-Dec-1996	Secure Non-Volatile Memory Array
	9263/91	05-Jun-1991	Individual Bit Line Recovery Circuits

Country	Application Number	Filing Date	Title
SG			
	9804569-3	05-Nov-1998	Field Effect Transistor and Method of its Manufacture

Country	Application Number	Filing Date	Title
TW			
	86107966	10-Jun-1997	Constant On-time Architecture for Switching Regulators
	86108808	24-Jun-1997	A Programmable Synchronous Step Down D-C Converter Controller
	86114165	27-Sep-1997	Low Distortion Large Swing Frequency Down Converter Filter Amplifier Circuit
	87118857	01-Dec-1998	Field Effect Transistor and Method of its Manufacture
	88103801	12-Mar-1999	Configurable Universal Serial Bus Node

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Pending Patents

Country	Application Number	Filing Date	Title
US		15-Mar-1999	High Performance Multi-Chip Flip Chip Package
		30-Mar-1999	Circuit for Dynamic Switching of a Buffer Threshold
	08/672,487	26-Jun-1996	A Programmable Synchronous Step Down D-C Converter Controller
	08/727,818	30-Sep-1996	Low Distortion Large Swing Frequency Down Converter Filter Cmplifier Circuit
	08/838,109	15-Apr-1997	CMOS Rail-to-Rail Input/Output Amplifier
	08/851,972	06-May-1997	Programmable Step Down DC-DC Converter Controller
	08/903,137	30-Jul-1997	EEPROM Programming Voltage Switch
	08/948,196	09-Oct-1997	Video Line Rate Vertical Scaler
	08/959,197	28-Oct-1997	Trench Forming Process and Integrated Circuit Device Including a Trench
	08/959,781	29-Oct-1997	Large Swing Wide High order Band Programmable Active Filters
	08/970,221	14-Nov-1997	Field Effect Transistor and Method of its Manufacture
	08/978,462	25-Nov-1997	Automated Dynamic Threshold Testing System

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Pending Patents

Country	Application Number	Filing Date	Title
US	09/014,115	27-Jan-1998	A Field Coupled Gate Bus Architecture Using Trench
	09/015,456	29-Jan-1998	Clamp for Differential Drivers
	09/025,911	19-Feb-1998	Die Attach Method and Integrated Circuit Device
	09/032,901	02-Mar-1998	Difference Capture Timer
	09/040,110	17-Mar-1998	Configurable Universal Serial Bus Node
	09/062,907	20-Apr-1998	Wafer Level Dielectric Test Structure/Method
	09/072,897	05-May-1998	Hardware Bit Code
	09/080,056	15-May-1998	Video Color Subcarrier Signal Generator (Amended)
	09/086,654	29-May-1998	Enhanced Substrate Conduction for Power Mosfets
	09/129,663	05-Aug-1998	High Performance Flip Chip Package
	09/132,594	11-Aug-1998	Low Voltage, High Speed Multiplexer
	09/132,595	11-Aug-1998	Transceiver Driver with Programmable Edge Rate Control Independent of Fabrication Process, Supply voltage and Temperature

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Pending Patents

Country	Application Number	Filing Date	Title
US	09/136,246	19-Aug-1998	Method for Reducing Switching Noise in Circuitry
	09/138,174	21-Aug-1998	Vacuum Manifold Isolation
	09/141,184	27-Aug-1998	Low-Resistance High Current Power Semiconductor Package (Utility appln title change: Low Resistance Package for Semiconductor Devices)
	09/149,770	08-Sep-1998	Spread Spectrum Modulation Technique for Frequency Synthesizers
	09/154,263	16-Sep-1998	Dual Containment Isolation Value Stem
	09/158,256	22-Sep-1998	Insitu Deposition of Gate Oxide & Amorphous Silicon Electrode for a 0.5um BICMOS Logic Circuit
	09/161,354	25-Sep-1998	ESD NMOS With Integrated LDD Series Resistor
	09/182,995	29-Oct-1998	Mouse Roller & Joystick Sensor Circuits on USB Application
	09/186,770	05-Nov-1998	Power DMOS Bilateral Load Switch w/ Current Sensing and Fuse Element
	09/186,918	06-Nov-1998	Self-Canceling Start-Up Pulse Generator
	09/190,308	12-Nov-1998	Method for CMOS Only Power on Reset

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Pending Patents

Country	Application Number	Filing Date	Title
US	09/197,099	20-Nov-1998	Very High Aspect Ratio Power MOSFET Devices Using Fractal Based Geometries
	09/207,862	08-Dec-1998	Variable Driver for Reducing Overshoot, Undershoot, and Noise in an ouput buffer.
	09/211,995	14-Dec-1998	Integrated Filter Capacitor
	09/217,687	21-Dec-1998	Lock Bit for an Electrically Erasable Memory Word
	09/218,107	21-Dec-1998	Low Current Charge Pump System
	09/219,403	23-Dec-1998	Undershoot Hardened FET Switch
	09/222,258	28-Dec-1998	Metal Gate Double Diffusion MOSFET with Improved Switching Speed and Reduced Gate Tunnel Leakage
	09/234,267	20-Jan-1999	Charge Sharing Circuit for Fanout Buffer
	09/235,723	08-Jan-1999	Programmable Low Battery Detector
	09/240,064	29-Jan-1999	High Speed Low Skew CMOS to ECL Converter
	09/240,544	29-Jan-1999	Overvoltage/Undervoltage Tolerant Transfer Gate
	09/267,739	15-Mar-1999	Differential-Input/Single-Ended -Output Translator

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Pending Patents

Country	Application Number	Filing Date	Title
US			
	09/267,921	26-Feb-1999	Monolithically Integrated Trenched Gate MOSFET and Schottky Diode
	60/106,477	30-Oct-1998	Programmable Multi-Scheme Clocking Circuit
	60/106,479	30-Oct-1998	Method and Circuit for Performing Programmable Power on Reset of an Integrated Circuit
	60/108,274	18-Nov-1998	Power Measurement for Adaptive Battery Charger
	60/113,642	23-Dec-1998	Circuit for Preventing Oscillations in a Battery Charger

Country	Application Number	Filing Date	Title
WO			
	US98/22854	28-Oct-1998	Trench Forming Process and Integrated Circuit Device Including a Trench
	US99/04546	02-Mar-1999	Difference Capture Timer

Schedule V to the Security Agreement

Trademarks

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Registered Trademarks

Country	Registration Number	Registration Date	Trademark Name	Class
AT Austria				
	100 339	18-Aug-1982	FAIRCHILD	7, 9 and 12

Country	Registration Number	Registration Date	Trademark Name	Class
AU Australia				
	A255,840	27-Jun-1975	FAIRCHILD	9

Country	Registration Number	Registration Date	Trademark Name	Class
BX Benelux				
	310.403	31-Aug-1972	FAIRCHILD	9
	378192	08-Dec-1981	FAIRCHILD	7, 9 and 12
	408483	19-Mar-1985	FAST	9
	416860	08-Oct-1986	FACT	9
	417238	03-Jan-1986	FAST (stylized)	9
	430114	27-Feb-1987	FAIRTECH	41, 42

Country	Registration Number	Registration Date	Trademark Name	Class
CA Canada				
	286525	06-Jan-1984	FAIRCHILD	
	337,441	26-Feb-1988	FAST (Stylized)	
	NS 201/51096	30-Jun-1954	FAIRCHILD	
	TMA390.019	15-Nov-1991	FACT	

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Registered Trademarks

Country	Registration Number	Registration Date	Trademark Name	Class
CH Switzerland				
	261 513	07-Mar-1972	FAIRCHILD	7, 9, 10 and 16
	289320	24-May-1977	FAIRCHILD (Stylized F)	9, 14
	319817	21-Dec-1981	FAIRCHILD	7, 9 and 12

Country	Registration Number	Registration Date	Trademark Name	Class
CL Chile				
	352.396	01-Mar-1990	FAIRCHILD	9

Country	Registration Number	Registration Date	Trademark Name	Class
CZ Czech Republic				
	162500	06-Dec-1972	FAIRCHILD	9
	165265	23-Mar-1982	FAIRCHILD	

Country	Registration Number	Registration Date	Trademark Name	Class
DE Germany				
	1042773	11-Dec-1981	FAIRCHILD	7, 9 and 12
	395 18 835	13-Jun-1996	SUPERSOT	9
	39518834	29-May-1996	POINTSTREAM	9
	906 189	06-Apr-1972	FAIRCHILD	9
	977932	23-Oct-1978	FAIRCHILD	9 and 28

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Registered Trademarks

Country	Registration Number	Registration Date	Trademark Name	Class
DK Denmark				
	03 582-1972	03-Nov-1972	FAIRCHILD	9

Country	Registration Number	Registration Date	Trademark Name	Class
FR France				
	1191629	06-Jan-1982	FAIRCHILD	7, 9 and 12
	1335727	19-Dec-1985	FACT (stylized)	9
	1336939	03-Jan-1996	FAST (Stylized)	9
	1395397	28-Jan-1987	FAIRTECH	41 and 42

Country	Registration Number	Registration Date	Trademark Name	Class
GB United Kingdom				
	1172072	23-Mar-1982	FAIRCHILD	9
	B1085028	13-Oct-1977	FAIRCHILD	28

Country	Registration Number	Registration Date	Trademark Name	Class
GR Greece				
	56520	15-Apr-1976	FAIRCHILD	14
	57898	23-Dec-1976	FAIRCHILD	9

Country	Registration Number	Registration Date	Trademark Name	Class
HK Hong Kong				
	B2690	20-Mar-1982	FAIRCHILD	9
	B2874/89	27-Sep-1989	FAIRTECH	9

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Registered Trademarks

Country	Registration Number	Registration Date	Trademark Name	Class
HU Hungary				
	115762	27-Dec-1972	FAIRCHILD	9

Country	Registration Number	Registration Date	Trademark Name	Class
IE Ireland, Republic of				
	B-109042	10-Mar-1982	FAIRCHILD	9

Country	Registration Number	Registration Date	Trademark Name	Class
IT Italy				
	360494	03-Jul-1985	FAIRCHILD	1, 7, 8, 9, 10 and 16
	397679	30-Dec-1981	FAIRCHILD	9
	453338	10-Mar-1986	FAST	9
	454309	27-Oct-1986	FACT	9
	493,657	21-May-1988	FAIRTECH	41, 42
	540495	28-Feb-1991	FAIRCHILD	9, 16, 35, 38, 41 and
	634364	21-Nov-1994	FAIRCHILD	9

Country	Registration Number	Registration Date	Trademark Name	Class
JP Japan				
	1440244	27-Sep-1991	FAIRCHILD	11
	1440246	27-Sep-1991	FAIRCHILD	11
	2121081	27-Mar-1989	FAIRTECH	11

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Registered Trademarks

Country	Registration Number	Registration Date	Trademark Name	Class
KR Korea, South				
	7943	12-Jan-1988	FAIRTECH	112

Country	Registration Number	Registration Date	Trademark Name	Class
MY Malaysia				
	M/071320	02-Apr-1976	FAIRCHILD	9

Country	Registration Number	Registration Date	Trademark Name	Class
PK Pakistan				
	76535	27-Mar-1982	FAIRCHILD	9

Country	Registration Number	Registration Date	Trademark Name	Class
SG Singapore				
	67364	31-Mar-1976	FAIRCHILD	9

Country	Registration Number	Registration Date	Trademark Name	Class
SV El Salvador				
	218	14-Nov-1983	FAIRCHILD	31

Country	Registration Number	Registration Date	Trademark Name	Class
TH Thailand				
	81120	01-Jun-1982	FAIRCHILD	8

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Registered Trademarks

Country	Registration Number	Registration Date	Trademark Name	Class
TW Taiwan				
	210336	01-May-1983	FAIRCHILD	82
	24200	16-Mar-1987	FAIRTECH	8
	24365	01-Apr-1987	FAIRTECH	1
	696215	16-Nov-1995	SUPERSOT	9

Country	Registration Number	Registration Date	Trademark Name	Class
US United States of America				
	1,351,416	30-Jul-1985	FAST (Stylized)	9
	2,044,393	11-Mar-1997	SUPERSOT	9

Country	Registration Number	Registration Date	Trademark Name	Class
VE Venezuela				
	115020-F	30-Sep-1985	FAIRCHILD	21
	115401-F	07-Oct-1985	FAIRCHILD	8
	115414-F	07-Oct-1985	FAIRCHILD	26

Country	Registration Number	Registration Date	Trademark Name	Class
ZA South Africa				
	B82/2016	17-Mar-1982	FAIRCHILD	9

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Pending Trademarks

Country	Application Number	Filing Date	Trademark Name	Class
CN China				
	9800108810	23-Sep-1998	POWERTRENCH	9

Country	Application Number	Filing Date	Trademark Name	Class
EU European Community				
	000871343	09-Jul-1998	F (stylized)	9
	000904904	12-Aug-1998	POWERTRENCH	9

Country	Application Number	Filing Date	Trademark Name	Class
GB United Kingdom				
	2020781	17-May-1995	SUPERSOT	9

Country	Application Number	Filing Date	Trademark Name	Class
HK Hong Kong				
	98 08955	08-Jul-1998	F (stylized)	9

Country	Application Number	Filing Date	Trademark Name	Class
JP Japan				
	44676/1995	02-May-1995	SUPERSOT	9
	T.M.10-5978	15-Jul-1998	F (stylized)	9

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Pending Trademarks

Country	Application Number	Filing Date	Trademark Name	Class
KR Korea, South				
	25618/98	30-Sep-1998	POWERTRENCH	9

Country	Application Number	Filing Date	Trademark Name	Class
MY Malaysia				
	98/08089	10-Jul-1998	F (stylized)	9

Country	Application Number	Filing Date	Trademark Name	Class
PH Philippines				
	125066	25-Sep-1997	FAIRCHILD	7
	125067	25-Sep-1997	FAIRCHILD	9
	125068	25-Sep-1997	FAIRCHILD	12
	4-1998-0503 5	10-Jul-1998	F (stylized)	9
	4-1998-0610 0	14-Aug-1998	POWERTRENCH	9

Country	Application Number	Filing Date	Trademark Name	Class
SG Singapore				
	8146/98	14-Aug-1998	POWERTRENCH	9

Fairchild Semiconductor Corporation Index
Pending Trademarks

Country	Application Number	Filing Date	Trademark Name	Class
TW Taiwan				
	87-034143	14-Jul-1998	F (stylized)	9
	87-039700	13-Aug-1998	POWERTRENCH	9

Country	Application Number	Filing Date	Trademark Name	Class
US United States of America				
	75-347,427	26-Aug-1997	FAIRCHILD SEMICONDUCTOR	9
	75-419,477	15-Jan-1998	F (stylized)	9
	75-483,965	12-May-1998	POWERTRENCH	9

PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement dated as of April, 14 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, FSC Semiconductor Corporation, a Delaware corporation ("Holdings"), the lenders from time to time party thereto (the "Lenders"), Credit Suisse First Boston, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and as Collateral Agent and issuing bank (in such capacity, the "Issuing Bank"), Salomon Brothers Holding Company Inc., as syndication agent and ABN Amro Bank NV and Fleet National Bank, as documentation agents and (b) the Subsidiary Guarantee Agreement dated as of April 14, 1999 (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Guarantee Agreement"), among the Subsidiary Guarantors and the Collateral Agent.

The undersigned, a Financial Officer and a Legal Officer, respectively, of Holdings, hereby certify to the Collateral Agent and each other Secured Party as follows:

1. *Names.*

(a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

FSC Semiconductor Corporation
Fairchild Semiconductor Corporation
Fairchild Semiconductor Corporation of California

(b) Set forth below is each other corporate name each Grantor has had in the past five years or since the date of its incorporation, whichever is shorter, together with the date of the relevant change:

Fairchild Semiconductor Corporation of California P/K/A Raytheon Semiconductor, Inc. (name changed December13, 1997)

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years or since the date of its incorporation, whichever is shorter. Changes in identity or corporate structure would include mergers, consolidation and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquired or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

Fairchild Semiconductor Corporation of California

1) P/K/A Raytheon Semiconductor, Inc.

2) previously operating as Raytheon Semiconductor Division (a wholly-owned division of Raytheon Company)

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

FSC Semiconductor Corporation	**04-3363001**
Fairchild Semiconductor Corporation	**77-0449095**
Fairchild Semiconductor Corporation of California	**04-3398512**

2. Current Locations.

(a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

Grantor	Mailing Address	County	State
FSC Semiconductor Corporation	333 Western Avenue South Portland, ME 04106	Cumberland	ME
Fairchild Semiconductor Corporation	333 Western Avenue South Portland, ME 04106	Cumberland	ME
Fairchild Semiconductor Corporation of California	350 Ellis Street Mountain View, CA 04039-7016	Santa Clara	CA

(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any **Accounts Receivable** (with each location at which chattel paper, if any, is kept being indicated by an "*")

FSC Semiconductor Corporation	333 Western Avenue South Portland, ME 04106
Fairchild Semiconductor Corporation	333 Western Avenue South Portland, ME 04106
Fairchild Semiconductor Corporation of California	350 Ellis Street Mountain View, CA 04039-7016

(c) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

Grantor	Mailing Address		
Fairchild Semiconductor Corporation	JIT Services 125 Electronics Blvd Huntsville, AL 25824	FSC 333 Western Avenue South Portland, Maine 04106	Span de Mexico 1270 Don Haskin Street El Paso, TX 79936
	NSC 3875 Kifer Road Santa Clara, CA 95051	Lucent MV Andover 1600 Osgood Street No. Andover, MA 01845	Span Austin 2600 Mchale Court Unit 175 Austin, TX 78758
	FSC 5580 Morehouse Drive San Diego, CA 92121	Lucent 6300 East Broad Street Columbus, OH 43213	FSC 3333 West 9000 South West Jordan, UT 84088
	Lucent Denver 1200 W. 120th Avenue Denver, CO 80234	Span America 1508 Delp Drive Kulpsville, PA 19443	222 W. Las Colinas Blvd. Ste. 380N Irving, TX 75039
	Lucent Technologies 9595 Mansfield South Dock Shreveport, LA 71118	FEDEX LECC 3835 Knight Road Suite 1 Memphis, TN 38118	1322 Crossman Avenue Sunnyvale, CA 94089

(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

None

(e) Set forth below opposite the name of each Grantor are the names and address of all persons other than such Grantor that have possession of any of the Collateral of such Grantor:

Grantor: Fairchild Semiconductor Corporation

Name	Mailing Address	County	State
JIT Services	125 Electronics Blvd Huntsville, AL 25824	Madison	CA
NSC	3875 Kifer Road Santa Clara, CA 95051	Santa Clara	CA
Lucent Denver	1200 W. 120th Avenue Denver, CO 80234	Denver	CO
Lucent Technologies	9595 Mansfield South Dock Shreveport, LA 71118	Caddo Parish	LA
Lucent MV Andover	1600 Osgood Street No. Andover, MA 01845	Essex	MA
Lucent	6300 East Broad Street Columbus, OH 43213	Franklin	OH
Span America	1508 Delp Drive Kulpsville, PA 19443	Montgomery	PA
FEDEX LECC	3835 Knight Road Suite 1 Memphis, TN 38118	Shelby	TN
Span de Mexico	1270 Don Haskin Street El Paso, TX 79936	El Paso	TX
Span Austin	2600 Mchale Court Unit 175 Austin, TX 78758	Travis	TX

3. *Unusual Transactions*. All Account Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. *File Search Reports*. Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.19 of the Credit Agreement are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

5. *UCC Filings*. Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

6. *Schedule of Filings*. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Filing Fees*. All filing fees and taxes payable in connection with the filings described in Section 5 above have been paid.

8. *Stock Ownership*. Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, issued and outstanding stock of each Subsidiary and the record and beneficial owners of such stock. Also set forth on Schedule 8 is each equity Investment of Holdings and each Subsidiary that represents 50% or less of the equity of the entity in which such investment was made.

9. *Notes*. Attached hereto as Schedule 9 is a true and correct list of all notes held by Holdings and each Subsidiary and all intercompany notes between Holdings and each Subsidiary of Holdings and between each Subsidiary of Holdings and each other such Subsidiary.

10. *Advances*. Attached hereto as Schedule 10 is, as of the date hereof (a) a true and correct list of all advances made by Holdings to any Subsidiary of Holdings or made by any Subsidiary of Holdings to Holdings or any other Subsidiary of Holdings, which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement, and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to Holdings or any Subsidiary of Holdings.

11. *Mortgage Filings*. Attached hereto as Schedule 11 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to

the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this 14th day of April, 1999.

FSC SEMICONDUCTOR CORPORATION,

by:_____
Name: Matthew W. Towse
Title: Financial Officer

by:_____
Name: Daniel E. Boxer
Title: General Counsel

SUPPLEMENT NO. __ dated as of , to the Security Agreement dated as of April 14, 1999, among FAIRCHILD SEMICONDUCTOR CORPORATION, a Delaware corporation (the "*Borrower*"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York branch ("CSFB"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of April 14, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, FSC Semiconductor Corporation, a Delaware corporation, the lenders from time to time party thereto (the "*Lenders*"), CSFB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), and as Collateral Agent, swingline lender and Issuing Bank (as defined therein), Salomon Brothers Holding Company Inc, as syndication agent, and Fleet National Bank, as Issuing Bank and as documentation agent and ABN Amro Bank, NV, as documentation agent and (b) the Subsidiary Guarantee Agreement dated as of April 14, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.15 of the Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral

Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name Of New Grantor],

by: _____
Name:
Title:
Address:

CREDIT SUISSE FIRST BOSTON,
as Collateral Agent,

by: _____
Name:
Title:

by: _____
Name:
Title:

SCHEDULE I
to Supplement No.___ to the
Security Agreement

LOCATION OF COLLATERAL

Description	Location