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Conveyance Type

- ☒ Assignment
- ☐ License
- ☐ Security Agreement
- ☐ Nunc Pro Tunc Assignment
- ☐ Merger Effective Date _____
- ☐ Change of Name
- ☐ Other _____

Conveying Party

☐ Mark if additional names of conveying parties attached

Name MOTOROLA, INC. Execution Date 4/30/99

Formerly _____

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other _____

☒ Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

☐ Mark if additional names of receiving parties attached

Name SEMICONDUCTOR COMPONENTS INDUSTRIES, L.L.C.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5005 E. MCDOWELL ROAD

Address (line 2) _____

Address (line 3) PHOENIX (City) AZ/USA (State/Country) 85008 (Zip Code)

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (*Designation must be a separate document from Assignment.*)

☐ Corporation ☐ Association

☒ Other LIMITED LIABILITY COMPANY

☒ Citizenship/State of Incorporation/Organization DELAWARE

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Name

Address (line 1)

Address (line 2)

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Correspondent Name and Address — Area Code and Telephone Number (602) 229-5212

Name SCOTT A. KLUNDT

Address (line 1) STREICH LANG, P.A.

Address (line 2) RENAISSANCE ONE

Address (line 3) TWO N. CENTRAL AVENUE

Address (line 4) PHOENIX, ARIZONA 85004-2391

Pages — Enter the total number of pages of the attached conveyance document including any attachments. # 47

Trademark Application Number(s) or Registration Number(s) ☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/588050			1853061		
			1655363		

Number of Properties — Enter the total number of properties involved. # 3

Fee Amount — Fee Amount for Properties Listed (37 CFR 3.41): $ 90.00

Method of Payment: Enclosed ☒ Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number. # 194663

Authorization to charge additional fees: Yes ☒ No ☐

Statement of 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. Charges to deposit account are authorized, as indicated herein.

SCOTT A. KLUNDT		2/23/00
Name of Person Signing	Signature	Date Signed

462005

AMENDED AND RESTATED INTELLECTUAL PROPERTY AGREEMENT

This INTELLECTUAL PROPERTY AGREEMENT ("Agreement"), as amended and restated herein, is entered into this 4th day of August, 1999 (the "Effective Date") by and between MOTOROLA, INC., a Delaware Corporation (hereinafter "MOTOROLA"), acting through its Semiconductor Products Sector ("SPS"), and Semiconductor Components Industries, L.L.C., a Delaware limited liability company ("SCILLC").

RECITALS

WHEREAS, MOTOROLA, through its Semiconductor Components Group ("SCG"), develops, manufactures and sells discrete and integrated circuit semiconductor products and related products.

WHEREAS, SCG presently is a part of SPS.

WHEREAS, SCG has operations in the United States and numerous foreign countries.

WHEREAS, MOTOROLA desires to reorganize the business, assets, properties and operations presently constituting SCG to establish SCG as a "stand alone" business, separate from the remainder of SPS (the "Reorganization").

WHEREAS, SCG Holding Corporation, formerly known as Motorola Energy Systems, Inc., a Delaware corporation is a wholly owned subsidiary of MOTOROLA (hereinafter, "SCG Holding"), and SCILLC is a wholly-owned subsidiary of SCG Holding.

WHEREAS, SCG Holding and SCILLC are to be among the entities into which MOTOROLA contributes the business, assets and operations of SCG (the "SCG Business") pursuant to the Reorganization.

WHEREAS, MOTOROLA is the owner or licensee of certain intellectual property under which MOTOROLA will hereunder assign, license, or sublicense, as the case may be, to SCILLC certain intellectual property to support and continue the operation of the SCG Business (such transactions hereunder to be treated as a contribution by MOTOROLA to the capital of SCG Holding).

WHEREAS, the Parties hereto contemplate entering into a Reorganization Agreement as soon as practicable following the date hereof under which it is contemplated that the Reorganization will be effected (the "Reorganization Agreement").

NOW, THEREFORE, in furtherance of the foregoing premises and in consideration of the mutual covenants and obligations hereinafter set forth, the Parties hereto, intending to be legally bound hereby, do agree as follows:

SECTION 1 – DEFINITION AND TERMS

As used in the agreement, the following terms shall have the meaning set forth or referenced below:

1.1 ASSIGNED COPYRIGHTABLE MATERIALS means MOTOROLA owned data sheets, data books, application notes, and other advertising materials used in connection with the marketing and sale of any SCG PRODUCT and which do not bear the trademark or tradenames of MOTOROLA other than ASSIGNED TRADEMARKS. ASSIGNED COPYRIGHTABLE MATERIALS does not include software or tangible documentation of the process flow sheets used in the manufacture of any product.

1.2 ASSIGNED KNOW HOW means know-how as set forth in Exhibit 1.2.

1.3 ASSIGNED MASK WORKS means registered masks works as set forth in Exhibit 1.3 and any mask work protection available to MOTOROLA in those mask works fixed by MOTOROLA which are embodied exclusively in an SCG PRODUCT.

1.4 ASSIGNED PATENTS means the patents and patent applications set forth in Exhibit 1.4 and any foreign counterparts of the patents and applications listed on Exhibit 1.4.

1.5 ASSIGNED TRADEMARKS means registered and common law trademarks set forth in Exhibit 1.5.

1.6 CIRCUIT means a plurality of active and/or passive elements for generating, receiving, transmitting, storing, transforming or acting in response to an electrical signal.

1.7 CIRCUIT PATENT means a LICENSED MOTOROLA PATENT which claims a CIRCUIT or an ELECTRICAL METHOD.

1.8 CLOSING DATE means the date on which the consummation of the transactions set forth in the Reorganization Agreement occurs.

1.9 CONFIDENTIAL INFORMATION means all proprietary information which is 1) not publicly known and 2) used to manufacture and sell SCG PRODUCTS or SPS PRODUCTS or specifically used in the business by the Semiconductor Components Group of MOTOROLA. CONFIDENTIAL INFORMATION specifically includes all RESTRICTED PROCESS MODULES.

1.10 ELECTRICAL METHOD means a method or steps for using CIRCUITS or SYSTEMS, whether or not combined with one or more active and/or passive elements, for performing electrical or electronic functions.

1.11 INDEMNIFIED PRODUCT means any product:

1.11.1 which is an SCG PRODUCT; or

1.11.2 which is derived from an SCG PRODUCT and that has substantially the same form, fit, function, and application as an SCG PRODUCT, as determined by the data sheet relating to the SCG PRODUCT in existence prior to the CLOSING DATE.

1.11.3 Notwithstanding the language in this section 1.11, in no event shall the term INDEMNIFIED PRODUCT include memories, microprocessors, microcontrollers, digital signal processors, sensor devices having a mechanical input, RF devices (but not small signal RF discrete devices such as high frequency small signal transistors of the type that are SCG PRODUCTS, tuning diodes, and varactors), Optobus products, power devices integrated with analog circuitry on the same SEMICONDUCTIVE MATERIAL other than those specific devices that have product numbers that are SCG PRODUCTS or within the scope of 1.11.2, hybrid power modules, compound semiconductor products, Vertical Cavity Surfacing Emitting Lasers (VCSEL), Field Programmable Gate Arrays (FPGAs), Field Programmable Analog Arrays (FPAAs), or magnetoresistive devices or devices that are formed substantially of materials having a permanent magnetic effect (collectively "EXCLUDED PRODUCTS"), whether or not any such EXCLUDED PRODUCT includes the functionality of an SCG PRODUCT.

1.11.4 Notwithstanding the language in this section 1.11, in no event shall INDEMNIFIED PRODUCT include any product made or sold by SCILLC if infringement of a third party's patent would have been avoided but for a change in the manufacturing or design of an SCG PRODUCT or but for the use of a process or equipment for manufacture of or the design of an INDEMNIFIED PRODUCT that was not used in the design or manufacture of an SCG PRODUCT before the CLOSING DATE.

1.12 INTEGRATED CIRCUIT STRUCTURE means an integral unit consisting primarily of a plurality of active and/or passive circuit elements associated on, or in, a unitary body of SEMICONDUCTIVE MATERIAL for performing electrical or electronic functions and, if provided therewith, such unit includes housing and/or supporting means therefor.

1.13 INTELLECTUAL PROPERTY means the LICENSED MOTOROLA PATENTS, ASSIGNED PATENTS, LICENSED VISIBLE TRADEMARKS, LICENSED EMBEDDED TRADEMARKS, ASSIGNED TRADEMARKS, LICENSED KNOW HOW, ASSIGNED KNOW HOW, LICENSED SOFTWARE, ASSIGNED MASK WORKS, LICENSED MASK WORKS, ASSIGNED COPYRIGHTABLE MATERIALS, and LICENSED COPYRIGHTABLE MATERIALS.

1.14 LICENSED SCILLC PATENTS means all classes or types of patents, utility models, design patents, applications, and any counterparts thereof for the aforementioned of all countries of the world owned by SCILLC which have claims that read on the manufacture, assembly, test, use, lease, sale, offer for sale, disposal, importation, or design of a LICENSED SPS PRODUCT and which are issued, published or filed on or before five (5) years after the CLOSING DATE. LICENSED SCILLC PATENTS also includes patents that are acquired by SCILLC, on or before five (5) years after the CLOSING DATE, and under which and to the extent to which and subject to the conditions under which SCILLC may have the right to grant licenses or rights of the scope granted herein without the payment of royalties or other consideration to third persons, except for payments to third persons (a) for inventions made by said third persons while engaged by SCILLC, and (b) as consideration for the acquisition of such patents, utility models, design patents and applications.

1.15 LICENSED COPYRIGHTABLE MATERIALS means MOTOROLA owned data sheets, data books, application notes, and other advertising materials used in connection with the marketing and sale of any SCG PRODUCT and which bear the trademark or tradenames of MOTOROLA other than ASSIGNED TRADEMARKS. LICENSED COPYRIGHTABLE MATERIALS does not include software or tangible documentation of the process flow sheets used in the manufacture of any product.

1.16 LICENSED EMBEDDED TRADEMARKS means any trademark owned by MOTOROLA which is embedded in or affixed on equipment, software, or materials ("Items") used in connection with the sale, offering for sale, distribution, or advertising of an SCG PRODUCT, which Items are not sold or provided to purchasers of an SCG PRODUCT or trademarks which are not visible to purchasers of an encapsulated SCG PRODUCT.

1.17 LICENSED KNOW HOW means know how, including business methods, owned by MOTOROLA as of the CLOSING DATE which is specifically used, as of the CLOSING DATE, to develop or manufacture an SCG PRODUCT. LICENSED KNOW HOW includes RESTRICTED PROCESS MODULES. LICENSED KNOW HOW does not include the following processes or family of processes used or developed by MOTOROLA before the CLOSING DATE, and referred to, by MOTOROLA as MOSAIC 5 and MOSAIC 5e, HiPerMOS, SMARTMOS (also referred to as SMOS), RFBiCMOS, RFLDMOS, Unified Design Rule (UDR) CMOS, Communication Design Rule (CDR) CMOS, any BiCMOS, including UDR and CDR BiCMOS, or GCMOS. In no event shall LICENSED KNOW HOW include any know how developed or acquired by MOTOROLA after the CLOSING DATE.

1.18 LICENSED MOTOROLA PATENTS means all classes or types of patents, utility models, design patents, applications, and any counterparts thereof for the aforementioned of all countries of the world which have claims that read on the manufacture, assembly,

test, use lease, sale, offer for sale, disposal, importation, or design of a LICENSED PRODUCT and are:

(i) Issued, published or filed on or before five (5) years after the CLOSING DATE, and which arise out of inventions made solely by one or more employees of the MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR, or

(ii) Are acquired, on or before five (5) years after the CLOSING DATE, by MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR:
and under which and to the extent to which and subject to the conditions under which the MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR may have the right to grant licenses or rights of the scope granted herein without the payment of royalties or other consideration to third persons, except for payments to third persons (a) for inventions made by said third persons while engaged by MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR, and (b) as consideration for the acquisition of such patents, utility models, design patents and applications. In no event shall the term LICENSED MOTOROLA PATENTS include or encompass patents on inventions made by employees of MOTOROLA while in the employ of groups or operations of MOTOROLA other than the MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR.

1.19 LICENSED PRODUCT means any product:

1.19.1 which is an SCG PRODUCT; or

1.19.2 which is derived from an SCG PRODUCT and that has substantially the same function as an SCG PRODUCT in existence prior to the CLOSING DATE; or

1.19.3 an INTEGRATED CIRCUIT STRUCTURE or SEMICONDUCTIVE ELEMENT which is reasonably anticipated by the Semiconductor Components Group's 1999 Analog Long Range Plan (LRP) dated 18 March 1999, the 1999 Logic LRP dated 19 March 1999, the 1999 Bipolar Discrete LRP dated 16 April 1999, or the 1999 MOS Gated LRP dated 26 February 1999.

1.19.4 Notwithstanding the above language in this section, in no event shall the term LICENSED PRODUCT include memories, microprocessors, microcontrollers, digital signal processors, sensor devices having a mechanical input, RF devices (but not small signal RF discrete devices such as high frequency small signal transistors of the type that are SCG PRODUCTS, tuning diodes, and varactors), Optobus products, power devices integrated with analog circuitry on the same SEMICONDUCTIVE MATERIAL other than those specific devices that have product numbers that are SCG PRODUCTS or within the scope of 1.19.3, hybrid power

modules of the type developed by or made by the former Hybrid Power Modules business unit of MOTOROLA, compound semiconductor products, Vertical Cavity Surfacing Emitting Lasers (VCSEL), Field Programmable Gate Arrays (FPGAs), Field Programmable Analog Arrays (FPAAs), or magnetoresistive devices or devices that are formed substantially of materials having a permanent magnetic effect (collectively "EXCLUDED PRODUCTS"), whether or not any such EXCLUDED PRODUCT includes the functionality of an SCG PRODUCT.

1.20 LICENSED SOFTWARE means software owned by MOTOROLA and specifically used in business applications used by or for the Semiconductor Components Group of MOTOROLA or in the manufacture, design, operation, or testing of an SCG PRODUCT.

1.21 LICENSED SPS PRODUCT means any product other than an SCG PRODUCT or a product which is derived from an SCG PRODUCT and that has substantially the same function as an SCG PRODUCT, provided, however, that LICENSED SPS PRODUCT shall include discrete RF devices, discrete sensor devices, discrete compound semiconductor devices, but shall not include any other discrete devices, and provided that LICENSED SPS PRODUCT shall include any product set forth in the pti code listing for MOTOROLA's MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR business units other than the Semiconductor Component Group of MOTOROLA's MOTOROLA SEMICONDCUTOR PRODUCTS SECTOR.

1.22 LICENSED VISIBLE TRADEMARKS means any trademark owned by MOTOROLA which is affixed on materials (including printed materials, advertising materials, data sheets, application notes, packing slips, packing materials, or electronic materials) used in connection with the sale, offering for sale, distribution, or advertising of an SCG PRODUCT or on an SCG PRODUCT which is provided to and visible by purchasers of an encapsulated SCG PRODUCT.

1.23 MANUFACTURING APPARATUS means as to each party hereto, any instrumentality or aggregate of instrumentality primarily designed for use in the fabrication of that party's LICENSED PRODUCTS (as hereinafter defined).

1.24 MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR means an existing business unit of MOTOROLA: (i) now consisting of a Networking & Computing Systems Group, a Semiconductor Components Group, a Transportation Systems Group, a Wireless Subscriber Systems Group, and an Imaging and Entertainment Systems organization, (ii) having major manufacturing facilities located in Phoenix, Mesa, Chandler and Tempe, Arizona; Austin, Texas; Toulouse, France; Aizu and Sendai, Japan; Tianjin, China; East Kilbride and South Queensferry, Scotland, Guadalajara, Mexico, Carmona, Phillipines; and Seremban, Malaysia; and (iii) making and/or developing products falling within the definition of INTEGRATED CIRCUIT STRUCTURES OR SEMICONDUCTOR ELEMENTS. This definition of the MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR also includes the predecessor business unit of MOTOROLA of said groups

taken singularly or in combination and/or said organization and any future or successor business unit of MOTOROLA acquired or derived from, by separation, reorganization, or merger, irrespective of appellation, said groups taken singularly or in combination and/or said organization.

1.25 NON-ASSERTED MOTOROLA PATENTS means all classes or types of patents, utility models, design patents, applications, and any counterparts thereof for the aforementioned of all countries of the world which have claims that read on the manufacture, assembly, test, use lease, sale, offer for sale, disposal, importation, or design of an SCG PRODUCT and are issued, published or filed on or before the CLOSING DATE, and which arise out of inventions made solely by one or more employees of MOTOROLA. NON-ASSERTED PATENTS shall not include LICENSED MOTOROLA PATENTS.

1.26 PROCESS AND STRUCTURE PATENT means a LICENSED PATENT which claims a process for manufacturing a SEMICONDUCTOR ELEMENT or INTEGRATED CIRCUIT STRUCTURE or which claims the arrangement or interrelationship in or on a semiconductor substrate of regions, layers, electrodes, or contacts thereof.

1.27 RESTRICTED PROCESS MODULES means that information described in Exhibit 1.27.

1.28 SCG PRODUCT means any product identified as a product, as of the CLOSING DATE, of the Semiconductor Components Group of MOTOROLA's MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR as set forth in the pti code listing for the Semiconductor Components Group, excluding the optoisolator and optocoupler products, GaAs Schottky products, FPAA, FPGA, and GaAs LEDs.

1.29 SEMICONDUCTIVE MATERIAL means any material whose conductivity is intermediate to that of metals and insulators at room temperature and whose conductivity, over some temperature range, increases with increases in temperature. Such material shall include but not be limited to refined products, reaction products, reduced products, mixtures and compounds.

1.30 SEMICONDUCTOR ELEMENT means a device other than an INTEGRATED CIRCUIT STRUCTURE consisting primarily of a body of SEMICONDUCTIVE MATERIAL having a plurality of electrodes associated therewith, whether or not said body consists of a single SEMICONDUCTIVE MATERIAL or of a multiplicity of such materials, and whether or not said body includes one or more layers or other regions (constituting substantially less than the whole of said body) of a material or materials which are of a type other than SEMICONDUCTIVE MATERIAL and, if provided therewith, such device includes housing and/or supporting means therefor.

1.32 SUBSIDIARY means a corporation, company, or other entity more than or equal to forty-nine percent (49%) of whose outstanding share or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter,

owned or controlled, directly or indirectly by a party hereto, but such corporation, company or other entity shall be deemed to be a SUBSIDIARY only so long as such ownership or control exists. SUBSIDIARY shall also mean entities in which SCILLC holds less than 49% but more than or equal to a thirty three percent (33%) interest, provided that the entity's principal business is to manufacture LICENSED PRODUCTS for SCILLC and no more than ten percent (10%) of such entity is owned by any one of the following companies: AMD, Chartered, Fujitsu, Hitachi, Hyundai/LG Semiconductor, IBM, Intel, LSI Logic, Lucent, National, NEC, Philips, Samsung, Siemens, ST Microelectronics, Texas Instruments, Toshiba, TSMC, UMC, VLSI, or Zilog. SUBSIDIARY shall also mean the joint venture between Motorola Energy Systems, Inc. and Philips ("SMP") so long as SMP continues to manufacture LICENSED PRODUCTS for SCILLC and no more than ten percent (10%) of SMP is owned by any one of the following companies: AMD, Chartered, Fujitsu, Hitachi, Hyundai/LG Semiconductor, IBM, Intel, LSI Logic, Lucent, National, NEC, Samsung, Siemens, ST Microelectronics, Texas Instruments, Toshiba, TSMC, UMC, VLSI, or Zilog.

1.33 SYSTEM means one or more CIRCUITS whether or not combined with one or more active and/or passive elements for performing electrical or electronic functions, whether or not a housing and/or supporting means for said circuitry is included.

1.34 THIRD PARTY SCG CONTRIBUTION means any know how, that if existing prior to the CLOSING DATE, would have been classified as know how under one of the processes set forth in Exhibit 1.2 (ASSIGNED KNOW HOW) or is solely related to an SCG PRODUCT and such know how is developed by a third party that was obligated, under a written agreement with MOTOROLA as of the CLOSING DATE, to assign to MOTOROLA title or joint ownership in such development.

SECTION 2 – ASSIGNMENT AND LICENSE OF PATENTS

2.1 MOTOROLA hereby assigns all its right, title, and interest, including the right to sue for infringement before the CLOSING DATE, and subject to any existing third party licenses before the CLOSING DATE, in ASSIGNED PATENTS to SCILLC. MOTOROLA shall provide all of its files of the ASSIGNED PATENTS to SCILLC no later than ninety (90) days after the CLOSING DATE. Upon transfer of such files to the SCILLC, SCILLC assumes all responsibility for the prosecution and payment of fees associated therewith. SCILLC shall ensure that all documentation necessary to execute and record the transfer of ASSIGNED PATENTS is prepared by SCILLC and presented to MOTOROLA for signature. MOTOROLA shall execute and deliver, or cause to be executed and delivered such documentation to SCILLC, no later than ninety (90) days after presentation of such documentation to SCILLC.

2.2 MOTOROLA and SCILLC agree that the MOSAIC 5/5e patents and any counterparts thereof listed in this Section 2.2 will be included as ASSIGNED PATENTS if and when the MOSAIC 5 and/or MOSAIC 5e process is transferred to SCILLC as set forth in the SCG Manufacturing Agreement. SCILLC and MOTOROLA agree that the rights and

obligations granted and accepted hereunder for ASSIGNED PATENTS will apply to the MOSAIC 5/5e patents and any obligations will be triggered as of the date specified in this Section 2.2 rather than the CLOSING DATE. MOSAIC 5/5e patents are patents or patent applications with the following Docket Numbers: SC06419P, SC06509P, SC06543P, SC06544P, SC06573P, SC06645P, SC07139P, SC07538P, SC08875P.

2.3 MOTOROLA and SCILLC agree that U.S. Patent Number 5,418,410, and any counterparts thereof (Tisinger patents) will be included as ASSIGNED PATENTS upon the naming of SCILLC as a party to the litigation Power Integrations v. Motorola, Inc. or if SCILLC is not named as a party to such litigation, then upon the settlement of the litigation. SCILLC and MOTOROLA agree that the rights and obligations granted and accepted hereunder for ASSIGNED PATENTS will apply to the Tisinger patents and any obligations will be triggered as of the date specified in this Section 2.3 rather than the CLOSING DATE.

2.4 MOTOROLA and SCILLC agree that U.S. Patent Number 4,450,367 will be included as ASSIGNED PATENTS upon the settlement of the Power Integrations v. Motorola, Inc. litigation. SCILLC and MOTOROLA agree that the rights and obligations granted and accepted hereunder for ASSIGNED PATENTS will apply to U.S. Patent Number 4,450,367 and any obligations will be triggered as of the date specified in this Section 2.4 rather than the CLOSING DATE.

2.5 MOTOROLA hereby grants SCILLC, for the life of the last to expire LICENSED MOTOROLA PATENTS, a world wide, non-exclusive, nontransferable license under LICENSED MOTOROLA PATENTS without the right to sub-license (except and only to the extent necessary for SCILLC to fulfill its obligations assumed under the Technology License Contract originally between Motorola, Inc. and Leshan-Phoenix Semiconductor Company, Ltd):

2.5.1 to make, have tested or assembled, but not to have made LICENSED PRODUCTS, and for LICENSED PRODUCTS so made, to import, use, lease, sell, offer for sale, or otherwise dispose of LICENSED PRODUCTS

(i) that are designed solely or jointly by or for SCILLC, or
(ii) that are designed by third parties, provided at least fifty percent (50%) of such LICENSED PRODUCTS that are designed by third parties and made by SCILLC are leased, sold, offered for sale or otherwise disposed of by SCILLC either internally or to the general public as part of SCILLC standard advertised portfolio of products,

and to practice any process or method involved in the manufacture or use thereof, and

2.5.2 to make, use and have made MANUFACTURING APPARATUS and to practice any process or method involved in the use thereof.

2.6 MOTOROLA hereby grants to SCILLC, for the life of the last to expire LICENSED MOTOROLA PATENT, a world wide, non-exclusive, non-transferable covenant not to assert LICENSED MOTOROLA PATENTS against SCILLC as a result of the purchase, importation, use, lease, resale, offer for sale, or other disposal of LICENSED PRODUCTS designed solely or jointly by or for a third party and manufactured by a third party. MOTOROLA hereby agrees to extend such covenant not to assert to customers, distributors, and users of SCILLC that purchase, lease, or otherwise acquire such LICENSED PRODUCTS from SCILLC.

2.7 MOTOROLA hereby grants to SCILLC, for the life of the last to expire PROCESS AND STRUCTURE PATENT, a world wide, non-exclusive, non-transferable license under PROCESS AND STRUCTURE PATENTS, without the right to sub-license, to make, but not to have made, LICENSED PRODUCTS, and for LICENSED PRODUCTS so made, to sell or otherwise dispose of to a third party such LICENSED PRODUCTS designed solely or jointly by or for that third party. MOTOROLA hereby further grants to SCILLC, for the term of this license, a world wide, non-exclusive, non-transferable covenant not to assert LICENSED MOTOROLA PATENTS against SCILLC for the manufacture, sale, or other disposal of such LICENSED PRODUCTS. Such covenant not to assert shall not extend to customers of SCILLC that purchase or otherwise acquire such LICENSED PRODUCTS from SCILLC.

2.8 MOTOROLA hereby grants to SCILLC, for the life of the last to expire CIRCUIT PATENTS, a non-exclusive, world wide, non-transferable license under CIRCUIT PATENTS, without the right to sub-license, to have made LICENSED PRODUCTS designed solely or jointly by or for SCILLC and to import, use, lease, sell, offer for sale, or otherwise dispose of such LICENSED PRODUCTS. MOTOROLA hereby further grants to SCILLC, for the term of this license, a world wide, non-exclusive, non-transferable covenant not to assert LICENSED MOTOROLA PATENTS against SCILLC for having such LICENSED PRODUCTS made. MOTOROLA hereby agrees to extend such covenant not to assert to customers, distributors, and users that purchase or otherwise acquire such LICENSED PRODUCTS from SCILLC.

2.9 MOTOROLA agrees not to make any claim of infringement against the customers, distributors and users of LICENSED PRODUCTS, based upon any claim of any LICENSED MOTOROLA PATENT under which such LICENSED PRODUCTS are licensed hereunder, for the use of any LICENSED PRODUCTS which are made, imported, sold, leased or otherwise disposed of by SCILLC or its SUBSIDIARIES.

2.10 MOTOROLA hereby grants to SCILLC, for the life of the last to expire NON-ASSERTED MOTOROLA PATENT, a world wide, non-exclusive, non-transferable covenant not to assert NON-ASSERTED MOTOROLA PATENTS against SCILLC to make, have made, use, lease, sell, offer for sale, import, design, assemble, have assembled, test, or otherwise dispose of SCG PRODUCTS. MOTOROLA agrees to extend such covenant not to assert to customers, distributors, and users that purchase any

such SCG PRODUCT from SCILLC. This covenant not to assert does not extend to products other than SCG PRODUCTS.

2.11 SCILLC hereby grants to MOTOROLA a worldwide, paid-up, royalty free, non-exclusive license, without the right to sublicense after the CLOSING DATE, under ASSIGNED PATENTS AND LICENSED SCILLC PATENTS, for the life of the last to expire ASSIGNED PATENT or LICENSED SCILLC PATENT, to make, have made, use, lease, sell, offer for sale, import, design, assemble, have assembled, test, or otherwise dispose of LICENSED SPS PRODUCTS and to practice any process or method involved in the manufacture or use thereof, and to make, use and have made MANUFACTURING APPARATUS and to practice any process or method involved in the use thereof. SCILLC hereby further grants to MOTOROLA, for the life of the last to expire ASSIGNED PATENT, a world wide, non-exclusive, non-transferable covenant not to assert ASSIGNED PATENTS against MOTOROLA to make, have made, use, lease, sell, offer for sale, import, design, assemble, have assembled, test, or otherwise dispose of any comprehensive product or assembly which incorporates a product made on a SEMICONDUCTIVE MATERIAL and purchased from or made by a third party. This covenant not to assert does not extend to products made on a SEMICONDUCTIVE MATERIAL which are commercially sold to a third party by MOTOROLA that are not incorporated into a more comprehensive product or assembly. SCILLC agrees to extend such covenant not to assert to customers, distributors, and users that purchase or otherwise acquire such comprehensive product or assembly from MOTOROLA.

2.12 SCILLC agrees not to make any claim of infringement against the customers, distributors, and users of any LICENSED SPS PRODUCTS, based upon any claim of any ASSIGNED PATENT or LICENSED SCILLC PATENTS under which such products are licensed hereunder, for the use of any LICENSED SPS PRODUCTS which are made, imported, sold, leased or otherwise disposed of by MOTOROLA or its SUBSIDIARIES.

2.13 The licenses and covenants granted herein extend to each party's respective SUBSIDIARIES, so long as such party's SUBSIDIARIES agree to grant the same licenses and covenants granted in this Section 2 that SCILLC and MOTOROLA granted herein, respectively.

2.14 A covenant not to assert is not considered a license for the purposes of this Agreement.

2.15 The license and rights granted to SCILLC from MOTOROLA herein do not extend to Zilog or any other third party owned or controlled by the Texas Pacific Group.

SECTION 3 – ASSIGNMENT AND LICENSE OF TRADEMARKS

3.1 MOTOROLA hereby assigns all its right, title, and interest, including the goodwill of the business associated with the ASSIGNED TRADEMARKS, in ASSIGNED

TRADEMARKS to SCILLC. MOTOROLA shall provide all of its files for each trademark registration or registration application of those ASSIGNED TRADEMARKS designated as being registered or pending registration no later than ninety (90) days after the CLOSING DATE. Upon transfer of such files to the SCILLC, SCILLC assumes all responsibility for the prosecution and payment of fees associated therewith. SCILLC shall ensure that all documentation necessary to execute and record the transfer of ASSIGNED TRADEMARKS is prepared by SCILLC and presented to MOTOROLA for signature. MOTOROLA shall execute and deliver, or cause to be executed and delivered such documentation to SCILLC, no later than ninety (90) days after presentation of such documentation to SCILLC.

3.2 MOTOROLA hereby grants to SCILLC a limited, worldwide, paid-up, royalty free, nontransferable, nonexclusive license, without the right to grant sublicenses, to reproduce, copy, or use, for a period of one year after the CLOSING DATE, or to use up any inventory existing as of the CLOSING DATE, any LICENSED VISIBLE TRADEMARK on or in connection with the sale, offering for sale, distribution, or advertising of any LICENSED PRODUCT. This license is granted solely for a transition period to allow SCILLC to use up any inventory that bears any LICENSED VISIBLE TRADEMARK and to change tooling that places any LICENSED VISIBLE TRADEMARK on LICENSED PRODUCTS. SCILLC agrees to use its best efforts to cease such reproduction, copying, or use of LICENSED VISIBLE TRADEMARKS as soon as commercially reasonable; in any event, except as provided in Section 3.3, the license granted under this Section 3.2 shall extend no longer than one (1) year after the CLOSING DATE.

3.3 Notwithstanding Section 3.2, for any LICENSED PRODUCT that must be re-qualified when a LICENSED VISIBLE TRADEMARK on the LICENSED PRODUCT or its packaging is removed, SCILLC shall be permitted, for up to two (2) years after the CLOSING DATE, to reproduce, copy, or use LICENSED VISIBLE TRADEMARKS in a manner necessary for the continued sale and distribution of the LICENSED PRODUCT during such re-qualification.

3.4 After SCILLC ceases reproducing, copying, or using LICENSED VISIBLE TRADEMARKS pursuant to Sections 3.2 and 3.3, SCILLC may use up any inventory bearing such LICENSED VISIBLE TRADEMARKS, so long as the amount of such inventory is manufactured consistent with reasonable commercial practices.

3.5 MOTOROLA hereby grants to SCILLC a limited, worldwide, nonexclusive right, without the right to grant rights to third parties, to use the term "formerly a division of Motorola" (hereinafter "Transition Statement"), for a period of one (1) year after the CLOSING DATE with the stylized version of "Motorola" used by MOTOROLA and for a period of two (2) years after the CLOSING DATE without the stylized version of "Motorola", on or in connection with the sale, offering for sale, distribution, or advertising of any LICENSED PRODUCT. SCILLC shall submit to MOTOROLA the first use of each version of material containing the Transition Statement for approval by

MOTOROLA. The use shall be deemed approved if MOTOROLA does not reject the submission within thirty (30) days of the date of the receipt of the submission by MOTOROLA. Except to the extent permitted in this Section 3.5, in no event will SCILLC have the right to use the Motorola logo, any stylized versions of the mark "Motorola" used by MOTOROLA, or other trademarks or tradenames owned by MOTOROLA with the Transition Statement. In no event shall SCILLC have the right to prepare and use new advertising, distribution materials, or business forms, in connection with the sale, offering for sale, distribution, or advertising of any product, which use the Motorola logo, a stylized version of the mark "Motorola" used by MOTOROLA (except as permitted above with the Transition Statement), or other trademarks or tradenames of Motorola. The preceding sentence does not modify the licenses granted in sections 3.3, 3.6, 3.13, and the right to mark products provided in section 3.2.

3.6 MOTOROLA hereby grants to SCILLC a limited, worldwide, paid-up, royalty free, nontransferable, nonexclusive license, without the right to grant sublicenses, to reproduce, copy, or use any LICENSED EMBEDDED TRADEMARK on or in connection with the sale, offering for sale, distribution, or advertising of any LICENSED PRODUCT. SCILLC agrees to use its best efforts to discontinue the use of any LICENSED EMBEDDED TRADEMARKS as soon as commercially reasonable. Notwithstanding the above, SCILLC agrees to remove the LICENSED EMBEDDED TRADEMARK upon the redesign of any LICENSED PRODUCT. This limited license shall terminate with the discontinuance or replacement of the items bearing such LICENSED EMBEDDED TRADEMARKS.

3.7 During the period of time that any LICENSED VISIBLE TRADEMARK or LICENSED EMBEDDED TRADEMARK is used by SCILLC, SCILLC shall manufacture LICENSED PRODUCT using standards of quality which are not changed in a substantial way from those used by Semiconductor Components Group prior to the CLOSING DATE.

3.8 So long as any LICENSED VISIBLE TRADEMARK or any LICENSED EMBEDDED TRADEMARK is used by SCILLC, MOTOROLA shall have the right at reasonable times and on reasonable notice to conduct, during regular business hours, an examination of LICENSED PRODUCTS bearing the LICENSED VISIBLE TRADEMARK or LICENSED EMBEDDED TRADEMARK manufactured by SCILLC (including those in process, assembled or tested) at SCILLC or its SUBSIDIARIES' facilities to determine compliance of such LICENSED PRODUCTS with the applicable quality standards referred to in Section 3.7. If at any time such LICENSED PRODUCTS in the sole, reasonable opinion of MOTOROLA, fail to conform to the standards of quality in materials, design, workmanship, use, advertising, and promotion, MOTOROLA or its authorized representative shall so notify SCILLC. Upon such notification, SCILLC shall cease to use the LICENSED VISIBLE TRADEMARKS or the LICENSED EMBEDDED TRADEMARKS on such LICENSED PRODUCTS or else take such steps as are necessary promptly to restore the LICENSED PRODUCT to the required standard.

3.9 SCILLC shall not make any use of the LICENSED VISIBLE TRADEMARKS or LICENSED EMBEDDED TRADEMARKS in such a manner that would represent to the public that SCILLC, rather than MOTOROLA, is the owner of the such LICENSED VISIBLE TRADEMARKS or LICENSED EMBEDDED TRADEMARKS. SCILLC agrees that it shall not at any time adopt, use or apply for any registration of any trademark, service mark, copyright or other designation which is identical to or confusingly similar to LICENSED VISIBLE TRADEMARKS or LICENSED EMBEDDED TRADEMARKS or which could affect MOTOROLA's ownership of such LICENSED VISIBLE TRADEMARKS or LICENSED EMBEDDED TRADEMARKS.

3.10 MOTOROLA hereby grants to SCILLC the right to use all part numbers, model numbers and the like in use by MOTOROLA to identify SCG PRODUCTS to customers as of the CLOSING DATE. SCILLC shall further have the right to add additional part or model numbers to any series or numbering scheme in use as of the CLOSING DATE. Other than as permitted in the other Sections of this Section 3, SCILLC will not use a part number, model number and the like that is a MOTOROLA owned trademark.

3.11 At the CLOSING DATE, and for a period of two (2) years thereafter, MOTOROLA shall display, on the home page of its MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR web site, a hypertext link to SCILLC's uniform resource locator (URL). The initial wording of such hypertext link shall be agreed upon between SCILLC and MOTOROLA prior to the CLOSING DATE. Thereafter, upon the approval of MOTOROLA, MOTOROLA shall reword the hypertext link as reasonably requested by SCILLC.

3.12 SCILLC hereby grants to MOTOROLA a limited, worldwide, paid-up, royalty free, nontransferable, nonexclusive license, without the right to grant sublicenses, under any ASSIGNED TRADEMARKS, to use up any inventory of printed materials, including any data books, or to display and distribute electronic materials which contain information about MOTOROLA's products other than SCG PRODUCTS. MOTOROLA agrees to use its best efforts to discontinue the use of any ASSIGNED TRADEMARKS as soon as commercially reasonable. During the period of time that any ASSIGNED TRADEMARK is used by MOTOROLA, MOTOROLA shall maintain standards of quality as to goods and/or materials that bear the ASSIGNED TRADEMARKS that are not changed in substantial way from those used prior to the CLOSING DATE. SCILLC shall have the right, at reasonable times and on reasonable notice, to examine and insure the quality of goods and/or materials used or distributed by MOTOROLA that bear the ASSIGNED TRADEMARKS

3.13 At the CLOSING DATE, and for a period of two (2) years thereafter, SCILLC, at the request of MOTOROLA, shall display, on the home page of its web site, a hypertext link to the URL of MOTOROLA's MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR. The initial wording of such hypertext link shall be agreed upon between SCILLC and MOTOROLA prior to the CLOSING DATE. Thereafter, upon the approval

of SCILLC, SCILLC shall reword the hypertext link as reasonably requested by MOTOROLA.

3.14 MOTOROLA and SCILLC agree to negotiate, in good faith, the extension of the obligations set forth in Section 3.11 and 3.13 for another two (2) year period. The parties agree that the negotiations shall take into account the respective value of the link to each party.

3.15 The licenses and covenants granted herein extend to each party's respective SUBSIDIARIES, so long as such party's SUBSIDIARIES agree to grant the same licenses and covenants granted in this Section 3 that SCILLC and MOTOROLA granted herein, respectively.

SECTION 4 – ASSIGNMENT OF MASK WORKS

4.1 MOTOROLA hereby assigns all its right, title, and interest, subject to any existing third party licenses before the CLOSING DATE, in ASSIGNED MASK WORKS to SCILLC. MOTOROLA shall provide all of its files of the registered ASSIGNED MASK WORKS to SCILLC no later than ninety (90) days after the CLOSING DATE. SCILLC shall ensure that all necessary documentation necessary to execute and record the transfer of ASSIGNED MASK WORKS is prepared by SCILLC and presented to MOTOROLA for signature. MOTOROLA shall execute and deliver, or cause to be executed and delivered such documentation to SCILLC, no later than ninety (90) days after presentation of such documentation to SCILLC.

4.2 This Agreement imposes no obligation on MOTOROLA to file any mask work registrations on any ASSIGNED MASK WORK which has been fixed by MOTOROLA and which statutory protection is still available.

SECTION 5 – ASSIGNMENT AND LICENSE OF KNOW HOW

5.1 MOTOROLA hereby assigns all its right, title, and interest, subject to any existing third party licenses before the CLOSING DATE, in ASSIGNED KNOW HOW to SCILLC.

5.2 MOTOROLA hereby grants to SCILLC a perpetual, world wide, non-exclusive, license, without the right to sublicense (except and only to the extent necessary for SCILLC to fulfill its obligations assumed under the Technology License Contract originally between Motorola, Inc. and Leshan-Phoenix Semiconductor Company, Ltd), to LICENSED KNOW HOW to manufacture, have manufactured, use, lease, sell, offer for sale, import, design, assemble, have assembled, test, or otherwise dispose of LICENSED PRODUCTS.

5.3 MOTOROLA shall make available to SCILLC all ASSIGNED KNOW HOW and LICENSED KNOW HOW existing in tangible form no later than ninety (90) days after the CLOSING DATE. For that ASSIGNED KNOW HOW or LICENSED KNOW HOW which is not being utilized in Motorola Energy Systems, Inc. before the CLOSING DATE, any transition services and transfer thereof to SCILLC's facilities will be addressed in Collateral Agreements to be agreed upon between SCILLC and MOTOROLA.

5.4 MOTOROLA agrees to grant joint ownership rights, subject to any existing third party licenses before such grant, in the MOSAIC 5 and MOSAIC 5e know how if and when the MOSAIC 5 and/or MOSAIC 5e process is transferred to SCILLC as set forth in the SCG Manufacturing Agreement. Upon such grant, SCILLC and MOTOROLA will retain an undivided one-half interest in such MOSAIC 5 and MOSAIC 5e know how, without accounting to the other. The parties agree that, prior to the granting of the rights herein, it likely will be necessary to provide certain know how to SCILLC for SCILLC to install the MOSAIC 5 and/or MOSAIC 5e process in its own facilities. SCILLC and MOTOROLA will agree on a transfer schedule of the MOSAIC 5 and/or MOSAIC 5e know how to SCILLC in advance of the transfer of such know how in a manner that facilitates the orderly transfer of such know how to SCILLC's facilities.

5.5 MOTOROLA hereby assigns to SCILLC all its right, title, and interest, subject to any existing third party licenses before the CLOSING DATE, in Standard Linear know how used solely by the Semiconductor Components Group before the CLOSING DATE and such Standard Linear know how shall be considered as ASSIGNED KNOW HOW. MOTOROLA hereby grants to SCILLC joint ownership rights, subject to any existing third party licenses before such grant, in the Standard Linear know how used by both the Semiconductor Components Group and other business units of MOTOROLA's SEMICONDUCTOR PRODUCTS SECTOR and SCILLC and MOTOROLA will retain an undivided one-half interest in such Standard Linear know how, without accounting to the other.

5.6 SCILLC hereby grants to MOTOROLA a perpetual, world wide, non-exclusive, paid-up license, without the right to sublicense, to use ASSIGNED KNOW HOW to make, have made, use, lease, sell, offer for sale, import, design, assemble, have assembled, test, or otherwise dispose of any LICENSED SPS PRODUCT.

5.7 The licenses and covenants granted herein extend to each party's respective SUBSIDIARIES, so long as such party's SUBSIDIARIES agree to grant the same licenses and covenants granted in this Section 5 that SCILLC and MOTOROLA granted herein, respectively.

SECTION 6– ASSIGNMENT AND LICENSE IN COPYRIGHTABLE MATERIALS

6.1 MOTOROLA hereby assigns all copyrights, right, title, and interest in ASSIGNED COPYRIGHTABLE MATERIALS to SCILLC.

6.2 MOTOROLA hereby grants to SCILLC a perpetual, worldwide, nonexclusive, license to use, reproduce, prepare derivative works of, or distribute LICENSED COPYRIGHTABLE MATERIALS in conjunction with the marketing or sale of LICENSED PRODUCTS, provided all trademarks and tradenames of MOTOROLA shall be removed from any LICENSED COPYRIGHTABLE MATERIALS before any distribution thereof. Notwithstanding the above language of this Section 6.2, the use of LICENSED VISIBLE TRADEMARKS and LICENSED EMBEDDED TRADEMARKS shall be governed by Section 3 of the Agreement.

6.2.1 In the event that SCILLC requires additional rights in order to institute a lawsuit for copyright infringement against a third party relating to the infringement of LICENSED COPYRIGHTABLE MATERIALS, MOTOROLA agrees to cooperate with SCILLC to provide SCILLC with additional rights sufficient to permit SCILLC to institute an action for infringement. Such additional rights shall be provided without additional charge to SCILLC and SCILLC will reimburse MOTOROLA for any reasonable expenses incurred to provide to such additional rights.

6.3 SCILLC hereby grants to MOTOROLA a worldwide, paid-up, royalty free, non-exclusive license under ASSIGNED COPYRIGHTABLE MATERIALS to use, reproduce, prepare derivative works of, or distribute ASSIGNED COPYRIGHTABLE MATERIALS in conjunction with the marketing or sale of LICENSED SPS PRODUCTS, provided all ASSIGNED TRADEMARKS shall be removed from any ASSIGNED COPYRIGHTABLE MATERIALS used by MOTOROLA before the distribution thereof. Notwithstanding the above language of this Section 6.3, the use of ASSIGNED TRADEMARKS by MOTOROLA shall be governed by Section 3 of the Agreement.

6.4 The licenses and covenants granted herein extend to each party's respective SUBSIDIARIES, so long as such party's SUBSIDIARIES agree to grant the same licenses and covenants granted in this Section 6 that SCILLC and MOTOROLA granted herein, respectively.

SECTION 7 – LICENSE OF SOFTWARE

7.1 MOTOROLA hereby grants to SCILLC a perpetual, worldwide, nonexclusive license in LICENSED SOFTWARE to use, reproduce, or prepare derivative works of LICENSED SOFTWARE and to otherwise utilize LICENSED SOFTWARE in the manufacture, sale, or design of semiconductor products. MOTOROLA hereby grants to SCILLC a perpetual, worldwide, nonexclusive license in LICENSED SOFTWARE to distribute or sublicense LICENSED SOFTWARE that was historically distributed, embedded, or

sublicensed to customers or suppliers in conjunction with the manufacture, sale, or design of any SCG PRODUCT by MOTOROLA.

7.2 LICENSED SOFTWARE is provided "AS IS." The licenses granted in this Section 7 impose no obligation on MOTOROLA to maintain LICENSED SOFTWARE for SCILLC. However, for a period of two (2) years, to the extent any updates are made to LICENSED SOFTWARE to fix errors in LICENSED SOFTWARE, MOTOROLA will license and provide copies of such updates to SCILLC upon SCILLC's written request and at SCILLC's expense.

7.3 The licenses granted herein extend to SCILLC's SUBSIDIARIES.

SECTION 8—INDEMNIFICATION, LITIGATION, AND ASSISTANCE

8.1 MOTOROLA shall have all control over and obligations and liability, to the extent limited herein, for the litigation styled **Power Integrations, Inc. v. Motorola, Inc.**, No. CA 98-490, presently pending in the United States District Court for the District of Delaware, and will indemnify SCILLC as set forth herein as to such litigation and any subsequent litigation filed against SCILLC by Power Integrations to the extent that such subsequent litigation claims infringement of the same patents and the same products (but not any products redesigned after the CLOSING DATE) as the Power Integrations, Inc. v. Motorola, Inc. litigation (hereinafter "PI Litigation"). SCILLC will provide such reasonable assistance as may be requested by MOTOROLA during the further conduct of the PI Litigation, at MOTOROLA's expense. SCILLC shall have the right to participate in the litigation, with its own counsel, at its own expense. Notwithstanding the above language, MOTOROLA shall retain all control over and ability to settle such PI Litigation at any time during such PI Litigation, even if SCILLC is subsequently named as a party to such PI Litigation. MOTOROLA will communicate any settlement offer to SCILLC prior to presenting to Power Integrations and will promptly communicate to SCILLC any settlement offers presented to MOTOROLA by Power Integrations. With respect to any product(s) enjoined by such PI Litigation, MOTOROLA will pay for lost profits, reasonably shown and extrapolated by orders placed and accepted by SCILLC, up to five years after such injunction and for the direct costs of redesigning the product(s) enjoined to be non-infringing. MOTOROLA shall not be further liable for any liability arising after such redesign. MOTOROLA's total, cumulative obligation to indemnify, as set forth in this Section 8.1, shall not exceed the amount of five (5) million dollars $US, such amount to include any and all costs and fees, including attorneys fees and costs incurred or paid by or for MOTOROLA after the CLOSING DATE, lost profits of SCILLC as set forth above (and only for this Section 8.1), and damages, settlement amounts, and royalties paid by or for MOTOROLA. The indemnification provided under this Section 8.1 shall not apply to the Indemnity Cap set forth in Section 8.4.

8.2 As of the CLOSING DATE, the licenses and other items listed in Exhibit 8.2 shall be assigned to SCILLC. SCILLC shall assist MOTOROLA in obtaining any third-party

consents necessary to effectuate the transfer of the licenses in Exhibit 8.2 to SCILLC. If any such license is not assigned to SCILLC, MOTOROLA's total liability shall be covered under Section 8.3 and its subsections. With respect to the pending agreements, MOTOROLA makes no representation that the agreements will be executed as of the CLOSING DATE. In the event that MOTOROLA's legal department is informed of, subsequent to the CLOSING DATE, a THIRD PARTY SCG CONTRIBUTION, MOTOROLA assigns and agrees to assign such THIRD PARTY SCG CONTRIBUTION to SCILLC.

8.3 MOTOROLA shall indemnify and hold SCILLC harmless from any and all of SCILLC's damages arising out of any and all third party claims or suits asserting that an act committed by MOTOROLA prior to the CLOSING DATE infringes any patent, copyright, trademark, or trade secret rights of a third party.

8.4 MOTOROLA agrees to indemnify and hold SCILLC, its SUBSIDIARIES and its and their respective officers, directors, employees, and agents harmless, to the extent limited in this Section 8.4 and its subsections 8.4.1, 8.4.2, and 8.4.3, from damages arising out of all claims or suits by a third party patent licensor of MOTOROLA, including the Lemelson Medical, Education & Research Foundation, Ltd., that the INDEMNIFIED PRODUCT, to the extent so made infringes any patent that would have been covered by any such third party patent license in existence as of the CLOSING DATE between MOTOROLA and such third party if said patent license had been extended or assigned to SCILLC or its SUBSIDIARIES. This indemnity shall not apply to any products sold by SCILLC or its SUBSIDIARIES that are not INDEMNIFIED PRODUCTS.

8.4.1 MOTOROLA's total, cumulative obligation to indemnify as set forth above, shall not exceed the amount of seventy-five (75) million dollars $US (hereinafter, the "Indemnity Cap"), such amount to include any and all costs and fees, including attorneys fees and costs incurred or paid by or for MOTOROLA, lost profits of SCILLC and its SUBSIDIARIES (and only for this Section 8.4), and damages or royalties paid by or for MOTOROLA. The indemnification obligation for claims made by a third party patent licensor of MOTOROLA hereunder shall extend for the term of each patent license which MOTOROLA was a party to with such licensor as that term existed as of the CLOSING DATE or for three (3) years, whichever is shorter (hereinafter the "Indemnification Period"). MOTOROLA's indemnification obligation will terminate after the Indemnification Period even if a claim arises during or before the Indemnification Period, where no notice is provided to MOTOROLA of such claim within five (5) years after the CLOSING DATE. If MOTOROLA is provided with notice of a claim covered hereunder, which arose during the applicable Indemnification Period, within five (5) years after the CLOSING DATE, MOTOROLA shall retain the obligations to indemnify as set forth herein for such claim subject to the Indemnity Cap and only for the Indemnification Period. In the event that a claim covered hereunder results in the filing of a lawsuit by a third party patent licensor asserting patent infringement against SCILLC within the Indemnification Period and outside the

Indemnification Period, SCILLC and MOTOROLA agree that the costs arising out of such lawsuit will be apportioned accordingly. In no event will the preceding sentence be interpreted to expand MOTOROLA's indemnification obligation set forth in this entire Section 8.4.

8.4.2 MOTOROLA shall not be obligated to provide any indemnification under Section 8.4 and its subsections for claims arising from a third party if SCILLC or its SUBSIDIARIES initiates, solicits, or asserts a claim or offer for license, directly or indirectly, under any intellectual property against such third party and such third party asserts a claim of infringement against SCILLC or its SUBSIDIARIES after receiving such claim from SCILLC or its SUBSIDIARIES. In any event, MOTOROLA shall have no obligation whatsoever for any claims brought by any party which was not a third party licensor to MOTOROLA under a valid licensing agreement at the time as of the CLOSING DATE.

8.4.3 As a precondition to any such obligation to indemnify, SCILLC or its SUBSIDIARIES shall provide MOTOROLA prompt written notice of a claim giving rise to an indemnity obligation under these Sections 8.3 and 8.4 upon receipt or notification by SCILLC of any such claim, and at MOTOROLA's request, MOTOROLA shall be given control of said claim. MOTOROLA shall have the right, but not the obligation, to defend against any such claim of infringement. SCILLC and its SUBSIDIARIES shall provide all reasonable information and assistance to settle such claims. MOTOROLA shall communicate any settlement proposals to SCILLC prior to communicating them to a claimant. If commercially reasonable, SCILLC and its SUBSIDIARIES will redesign any infringing products in order to settle a claim. In order to settle a claim, SCILLC and its SUBSIDIARIES hereby agree to grant patent licenses under patents owned or controlled by SCILLC and its SUBSIDIARIES, so long as SCILLC and its SUBSIDIARIES receive a reciprocal license under the third party's patents.

8.5 Notwithstanding any other provision of this Section 8, SCILLC may, in its sole discretion, elect to defend any claim of infringement itself and not seek indemnification from MOTOROLA under this Section 8. If SCILLC makes such an election, it shall have no obligation to disclose the existence of any such claim to MOTOROLA, and MOTOROLA shall have no obligation to defend or to indemnify SCILLC or its SUBSIDIARIES as to such claim.

8.6 MOTOROLA shall have all control over and obligations and liability for the litigation styled **Kermit Aguayo and Khanh N. Tran v. Motorola, Inc.**, No. A 99CA097JN, presently pending in the United States District Court for the Western District of Texas, Austin Division, and will indemnify SCILLC as to such litigation for a claim related to any equipment owned by MOTOROLA as of the CLOSING DATE if SCILLC is named as a party to such litigation. SCILLC will provide such reasonable assistance as may be

requested by MOTOROLA during the further conduct of such litigation, at MOTOROLA's expense.

8.7 THIS SECTION 8 STATES THE ENTIRE LIABILITY OR INDEMNITY OBLIGATION OF MOTOROLA WITH RESPECT TO CLAIMS BY A THIRD PARTY REGARDING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

SECTION 9 – CONFIDENTIALITY

9.1 For a period of five (5) years from the date of receipt of the CONFIDENTIAL INFORMATION and ten (10) years from the CLOSING DATE for the RESTRICTED PROCESS MODULES, each party agrees to use the same care and discretion, but at least reasonable care and discretion, to avoid disclosure, publication, or dissemination of CONFIDENTIAL INFORMATION of the other party as that party employs with similar information of its own which it does not desire to publish, disclose, or disseminate, unless it is in connection with its business and provided that the third party executes a confidentiality agreement having substantially the same obligations as these confidentiality provisions.

9.2 Disclosure of CONFIDENTIAL INFORMATION shall not be precluded if such disclosure is in response to a valid order of a court thereof; provided, however, that the disclosing party shall first have made a good faith effort to obtain a protective order requiring that the information and/or documents so disclosed be used only for the purpose for which the order was issues; or otherwise required by law.

9.3 This Agreement imposes no obligation on either party with respect to CONFIDENTIAL INFORMATION disclosed under this Agreement which (1) is available or becomes available to the public without breach of this Agreement, (2) is explicitly approved for release by written authorization of the other party, (3) is lawfully obtained from a third party or parties without a duty of confidentiality, (4) is disclosed to a third party by the owner of such CONFIDENTIAL INFORMATION without a duty of confidentiality, (5) is known to the receiving party prior to such disclosure, or (6) is at any time developed independently of any such disclosure(s) of CONFIDENTIAL INFORMATION to the receiving party.

SECTION 10 – COMPENSATION

10.1 The licenses granted and the assignments made to SCILLC in this Agreement shall be without compensation from SCILLC to MOTOROLA, and shall be treated as a contribution by MOTOROLA to the capital of SCG Holding for all tax purposes.

10.2 The licenses granted to MOTOROLA in this Agreement shall be without further compensation from MOTOROLA to SCILLC.

SECTION 11– REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

11.1 MOTOROLA hereby represents and warrants that it has the right to grant to the SCILLC the licenses and assignments granted herein.

11.2 The registered ASSIGNED TRADEMARKS set forth in Exhibit 1.5 are free and clear of all liens, encumbrances, and adverse claims of title.

11.3 The ASSIGNED PATENTS set forth in Exhibit 1.4 are free and clear of all liens, encumbrances, and adverse claims of title.

11.4 EACH PARTY HEREBY DISCLAIMS MAKING ANY REPRESENTATIONS OR WARRANTIES RELATING TO THE SUBJECT MATTER HEREOF, WHETHER ARISING BY IMPLICATION, ESTOPPEL OR OTHERWISE, OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

11.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE OTHER PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, OR THE FURNISHING, PERFORMANCE, OR USE OF ANY INTELLECTUAL PROPERTY, GOODS OR SERVICES SOLD PURSUANT HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, REGARDLESS OF WHETHER THE NONPERFORMING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT.

11.6 Nothing contained in this agreement shall be construed as:

11.6.1 a warranty or representation by MOTOROLA as to the validity and or scope of the INTELLECTUAL PROPERTY;

11.6.2 conferring any license or any other right, by implication, estoppel, or otherwise, under any patent application, patent or patent right, or other intellectual property, except as herein expressly granted;

11.6.3 imposing on MOTOROLA any obligation to institute any suit or action for infringement of any of the INTELLECTUAL PROPERTY, or to defend any suit or action brought by a third party which challenges or concerns the validity of any other INTELLECTUAL PROPERTY, except as expressly provided herein;

11.6.4 a warranty or representation by MOTOROLA that any manufacture, use, sale, importation, lease or any other disposition of LICENSED PRODUCTS or the use of any INTELLECTUAL PROPERTY will be free from infringement of any patent or other intellectual property; or

11.6.5 imposing on MOTOROLA any obligation to file any patent application or secure any patent or maintain any patent in force or file any registration for trademarks, mask works, or copyrights.

SECTION 12 – MISCELLANEOUS PROVISIONS

12.1 The rights or privileges provided for in this Agreement may be assigned or transferred by either party only with the prior written consent of the other party and with the authorization or approval of any governmental authority as then may be required, except to a successor in ownership of all or substantially all of the assets of the SCILLC or MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR or for the account of the lenders providing bank financing solely and specifically for the purpose of securing such bank financing for the sale of the SCG Business by MOTOROLA, but such successor, before such assignment or transfer is effective, shall expressly assume in writing to the other party the performance of all of the terms and conditions of the assigning party. The licenses and rights granted hereunder shall not extend to a divested business of either party, except that a divested business of MOTOROLA or the MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR shall receive licenses and covenants granted in Section 2.7, with respect to ASSIGNED PATENTs only. Notwithstanding the above, the ASSIGNED PATENTS may be transferred, subject to the licenses and covenants granted herein to MOTOROLA, to a wholly owned subsidiary of SCILLC, provided that the wholly owned subsidiary is not Zilog or another acquired third party owned or controlled by the Texas Pacific Group.

12.2 This Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws as set forth in the Reorganization Agreement.

12.3 This Agreement is the result of negotiation between the parties, which parties acknowledge that they have been represented by counsel during such negotiations; accordingly, this Agreement shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

12.4 This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, in the Reorganization Agreement, , or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized office or representative of the party to be bound thereby.

12.5 The parties shall have the right to disclose the existence of this Agreement. This Agreement shall be considered confidential.

12.6 All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered airmail, postage prepaid, in any post office in the United States, addressed as follows:

12.6.1 If to MOTOROLA:

Motorola, Inc.
1303 East Algonquin Road
Schaumburg, Illinois 60196

Attention: Vice President for
Patents, Trademarks
& Licensing
Facsimile (847) 576-3750

With a copy to:

Motorola, Inc.
6501 William Cannon Drive West
Mail Drop TX30/OE9
Austin, TX 78735-8598

Attention: President,
Semiconductor
Products Sector

12.6.2 If to SCILLC:

SCI, L.L.C.

Attention: CEO

With a copy to:

Howrey & Simon
1299 Pennsylvania Ave. NW
Washington, D.C. 20004

Attention: Joe Lavelle
Alex Hadjis

12.6.3 The date of receipt of such a notice shall be the date for the commencement of the running of the period provided for in such notice, or the date at which such notice takes effect, as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

Motorola, Inc.	SCI, L.L.C.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
_____	_____
Date: _____	Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

Motorola, Inc.	SCI, L.L.C.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
_____	_____
Date: _____	Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

MOTOROLA, INC.

By: Carl F Koenemann

Name: Carl F. Koenemann

Title: Executive Vice-President and Chief Financial Officer

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

By: SCG Holding Corporation, its sole member

By: T W Schaffner

Name: Theodore W. Schaffner

Title: Vice-President

EXHIBIT 1.2

ASSIGNED KNOW HOW

PRODUCT	PROCESS
Bipolar Power Transistor	EPI Base
	EPI Collector
	Power Base
	HV Planar
	Bipolar Power
Bipolar Signal Transistor	Small Signal
	TFET
Rectifier	Open Junction Rectifier
	Auto Rectifier
	Ultrafast
Thyristors	Planar
	SSOVP
Schottky	Schottky
	Trench Base (to the extent developed)
Zener	Zener
TMOS	TMOS2
	TMOS4
	TMOS5
	TMOS7
	HDTMOS1
	HDTMOS3
	HDTMOS3E
	Trench (to the extent developed)
	HDPlus (to the extent developed)

IGBT	Ignition Gen1
	Ignition Gen2
	Ignition Gen3 (to the extent developed)
	HD IGBT (FAST)
	MC Gen1
	MC Gen2/2.5
	Smart IGBT (to the extent developed)
Bipolar	MECL (3, 10, and 10K)
	LS
	FAST
CMOS	LCX/VHC/VCX
	VHVIC
	Metal Gate
	High Speed Logic (HSL)
	FACT

EXHIBIT 1.3

ASSIGNED MASK WORKS

DOCKET	DESCRIPTION		MW #
MP00265P	10E164	16:2 MUX	7795
MP00255P	100E157	4-Bit MUX	7731
MP00233P	XC63645	Clock Distribution Chip	7175
MP00232P	SC63635	Clock Distribution Chip	7178
MP00231P	SC63633	Clock Distribution Chip	7176
MP00230P	XC63615	Clock Distribution Chip	7177
MP00228P	100E336	Bus Transceiver	7745
MP00227P	10E336	Bus Transceiver	7744
MP00220P	100E193	Error Detection EDL Logic	7822
MP00219P	10E193	Error Detection ECL Logic	7824
MP00216P	100E166	9-Bit Comparator	7730
MP00193P	100E107	5-Bit 2 Input XOR/XNOR	7747
MP00192P	100E104	5-Bit 2 Input AND/NAND	7746
MP00191P	100E101	4-Bit 4 Input OR/NOR	7823
MP00267P	XC3660FN	Clock Chip	9-856
MP00259P	100E175	9-Bit Latch	7728
MP00258P	10E175	9-Bit Latch	7726
MP00257P	100E164	16:2 MUX	7727

EXHIBIT 1.4

ASSIGNED PATENTS

DOCKET #	TITLE	FIRST INVENTOR
AP00646	POWER DRIVER HAVING SHORT CIRCUIT PROTECTION	LORINCZ, STEFAN
SC0021AJ	DC/DC CONVERTER	SAKURAI, TADASHI
SC0083ET	PROTECTED DARLINGTON TRANSISTOR ARRANGEMENT	PEYRE-LAVIGNE, ANDRE
SC0092ET	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS	JAUME, DENIS
SC0180AJ	VOLTAGE CONVERTING DEVICE	YAMAMURA, NORIHISA
SC0230AJ	CONTROLLER FOR BATTERY CHARGER	TAMIYA, HAJIME
SC0233ET	SWITCHING TRANSISTOR ARRANGEMENT	LANCE, PHILIPPE
SC0346ER	POWER SWITCHING CIRCUIT	KADANKA PETR
SC0395ET	POWER SUPPLY	LHERMITE, FRANCOIS
SC04052	MOS TRANSISTOR	TERRY LEWIS EUGENE
SC04091	INPUT RANGING DIVIDER AND METHOD FOR AN ANALOG TO DIGITAL CONVERTER	NEIDORFF, ROBERT
SC04223	ECL MOS BUFFER CIRCUITS	WRATHALL ROBERT STEPHEN
SC04255	OUTPUT STAGE FOR OPERATIONAL AMPLIFIER	DAVIS WILLIAM F
SC04256	OPERATIONAL AMPLIFIER	DAVIS WILLIAM F
SC04258	OPERATIONAL AMPLIFIER	DAVIS WILLIAM F
SC04615	CURRENT LIMITER & METHOD FOR LIMITING CURRENT	MAIN WILLIAM ERIC
SC04760	OUTPUT MULTIPLEXER HAVING ONE GATE DELAY	JEFFREY, PHILIP ALAN
SC04791	MOSFET "H" SWITCH CIRCUITFOR ADC MOTOR	VALENTINE RICHARD J
SC04837	MONOLITHIC ZERO CROSSING TRIAC DRIVER	YIM HYUNG JIN
SC0486ET	SURFACE MOUNT SEMICONDUCTOR DIODE DEVICE	MARTIN, JEAN-BAPTISTE
SC04932	OVERVOLTAGE AND OVERTEMPERATURE PROTECTION CIRCUIT	SCHULTZ WARREN J
SC0499AJ	A LOW POWER MODE CONTROLLER FOR BATTERY PACK	YADA, AKITOSHI
SC05008	METHOD FOR PRODUCING LOW NOISE, HIGH GRADE CONSTANT SEMICONDUCTOR JUNCTIONS	CHRUMA, JERRY
SC05078	CURRENT SENSING CIRCUIT	WRATHALL ROBERT STEPHEN
SC05086	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION	VYNE, ROBERT LEONARD
SC05235	IMPROVED OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	VYNE, ROBERT LEONARD
SC05236	SEMICONDUCTOR HOUSING	DUBOIS JERRY MARK
SC05293	IMPROVED OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	VYNE, ROBERT LEONARD
SC05312	CURRENT LIMIT TECHNIQUE FOR MULTIPLE-EMITTER VERTICAL POWER TRANSISTOR	BYNUM BYRON G
SC0531AJ	AC-DC CONVERTER	SHIKATA, EIJI
SC05364	METHOD OF MAKING GATE TURNOFF SWITCH WITH ANODE SHORT AND BURIED BASE	BENDER JOHN R
SC0554ET	SEMICONDUCTOR POWER DEVICE	SICARD, THIERRY MICHEL
SC05602C	CURRENT MIRROR CIRCUIT AND METHOD FOR PROVIDING ZERO TEMPERATURE COEFFICIENT TRIMMABLE CURRENT RATIOS	DAVIS WILLIAM F

SC05606C	TRIMMABLE DIFFERENTIAL AMPLIFIER HAVING A ZERO TEMPERATURE COEFFICIENT OFFSET VOLTAGE AND METHOD	DAVIS WILLIAM F
SC05639P	METHOD FOR PASSIVATING A SEMICONDUCTOR JUNCTION	BELMONT EMANUEL
SC05668C	ECL TO TTL VOLTAGE LEVEL TRANSLATOR	BIRRITTELLA, MARK S
SC0569AJ	DC/DC CONVERTER	HASHIMOTO, REI
SC0570AJ	POWER SWITCHING CIRCUIT	HASHIMOTO, REI
SC05731C	FREQUENCY DOUBLER CIRCUIT AND METHOD	ALBERKRACK, JADE HENRY
SC05735P	MONOLITHIC TEMPERATURE-COMPENSATED VOLTAGE REFERENCE DIODE AND METHOD FOR ITS MANUFACTURE	BOLAND BERNARD WILLIAM
SC05788C	THERMAL CURRENT SUPPLY CIRCUIT	BYNUM BYRON G
SC05803C	SYMMETRIC LAYOUT FOR QUAD OPERATIONAL AMPLIFIERS	DAVIS WILLIAM F
SC05807C	AUTOMATIC RESTART CIRCUIT FOR A SWITCHING POWER SUPPLY	PACE WILSON D
SC05814C	POWER MOS LOSS OF GROUND PROTECTION	WRATHALL ROBERT STEPHEN
SC05871P	METHOD OF MAKING VERTICAL FIELD EFFECT TRANSISTOR WITH PLURALITY OF GATE INPUT CONNECTIONS	KOURY DANIEL N
SC05878C	OPERATIONAL AMPLIFIER WITH PASSIVE CURRENT LIMITING	DAVIS WILLIAM F
SC05880C	AMPLIFIER HAVING IMPROVED GAIN BANDWIDTH PRODUCT	DAVIS WILLIAM F
SC05881C	DIFFERENTIAL AMPLIFIER INCLUDING BALANCED TWO TERMINAL SERIES RC NETWORK	DAVIS WILLIAM F
SC05901C	VOLTAGE REGULATOR	BYNUM BYRON G
SC05910C	CIRCUIT HAVING AN OUTPUT REFERENCED TO A SPECIFIC VOLTAGE IN RESPONSE TO EITHER AN ECL OR TTL INPUT	PRICE JOHN J JR
SC05966C	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	SUSAK, DAVID M
SC05972T	LEAD STRAIGHTENER AND FLATTENER FOR SEMICONDUCTOR DEVICES	GONZALEZ VICTOR MANUEL
SC05983P	MESA ZENER DIODE AND METHOD OF MANUFACTURE THEROF	WETTEROTH THOMAS A
SC05986C	TRIMMABLE CURRENT SOURCE	SUSAK DAVID M
SC05988C	OPERATIONAL AMPLIFIER UTILIZING JFET FOLLOWERS	SUSAK, DAVID M
SC0598AJ	CHARGE AND DISCHARGE CONTROLLER BATTERY	YADA, AKITOSHI
SC05991C	OPERATIONAL AMPLIFIER UTILIZING FET FOLLOWERS AND FEED-FORWARD CAPACITORS	SUSAK, DAVID M
SC05996C	OPERATIONAL AMPLIFIER UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	DAVIS, WILLIAM F
SC06013C	AMPLIFIER HAVING IMPROVED GAIN/BANDWIDTH PRODUCT	VYNE, ROBERT LEONARD
SC06035T	METHOD OF PRODUCING A THERMOGENETIC SEMICONDUCTOR DEVICE	KALFUS MARTIN AARON
SC06109P	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER	LESK ISRAEL ARNOLD

SC06123P	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE	ROBB STEPHEN PAUL
SC0617AJ	DC/DC CONVERTER	HASHIMOTO, REI
SC0618AJ	DC/DC CONVERTER	HASHIMOTO, REI
SC0619AJ	METHOD FOR BACK-GRINDING SEMICONDUCTOR WAFER AND SEMICONDUCTOR WAFER STRUCTURE	KURIKI, MAMORU
SC06224C	ECL GATE HAVING DUMMY LOAD FOR SUBSTANTIALLY REDUCING SKEW	MCDONALD JAMES TODD
SC06237C	SEMICONDUCTOR STRUCTURE WITH CLOSELY COUPLED SUBSTRATE TEMPERATURE SENSE ELEMENT	FAY GARY V
SC06244T	FORMED TOP CONTACT FOR NON-FLAT SEMICONDUCTOR DEVICE	KALFUS MARTIN AARON
SC06266C	DUAL CHANNEL CURRENT MODE SWITCHING REGULATOR	ALBERKRACK, JADE HENRY
SC06271P	CONTROLLED VOLTAGE DROP DIODE	SUNDSTROM RAY D
SC06274C	OPERATIONAL AMPLIFIER	SUSAK DAVID M
SC06276C	START CIRCUIT FOR A BANDGAP REFERENCE CELL	CAVE DAVID
SC06327P	LOW VOLTAGE DEEP JUNCTION DEVICE AND METHOD	LIAW H MING
SC06330C	ECL LOGIC GATE	HOLLSTEIN, ROGER L.
SC06331T	METHOD FOR IMPROVING THE ADHESION OF A PLASTIC ENCAPSULANT TO COPPER CONTAINING LEADFRAMES	SPANJER KEITH GORDON
SC06346C	POWER FIELD EFFECT TRANSISTOR DRIVER CIRCUIT FOR PROTECTION FROM OVER VOLTAGES	DUNN WILLIAM CHARLES
SC06347C	VOLTAGE LEVEL CONVERSION CIRCUIT	DUNN WILLIAM CHARLES
SC0635AJ	UP AND DOWN DC/DC CONVERTER	TAKAGI, HIDETOSHI
SC06366P	SELF ALIGNED VERTICAL FIELD EFFECT TRANSISTOR HAVING AN IMPROVED SOURCE CONTACT	DAVIES ROBERT BRUCE
SC0636ET	POWER FACTOR CORRECTION CONTROLLER CIRCUIT	LHERMITE, FRANCOIS
SC06388T	SELF-CENTERING ELECTRODE FOR POWER DEVICES	KALFUS MARTIN
SC06402P	HIGH VOLTAGE VERTICAL FIELD EFFECT TRANSISTOR WITH IMPROVED SAFE OPERATING AREA	ROBB STEPHEN P
SC06445T	BACKSIDE METALLIZATION SCHEME FOR SEMICONDUCTOR DEVICES	SHARMA RAVINDER K
SC06458C	SUBSTRATE INJECTION CLAMP	PIGOTT, JOHN M
SC06470C	NEGATIVE VOLTAGE CLAMP	PIGOTT, JOHN M
SC06471P	METHOD FOR MAKING SEMICONDUCTOR DEVICE HAVING HIGH ENERGY SUSTAINING CAPABILITY AND A TEMPERATURE SUSTAINING VOLTAGE	PHIPPS, JOHN P
SC06488C	CURRENT SWITCH	BADER SCOTT K
SC06489C	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	SUSAK, DAVID M
SC06499C	LOAD CONTROLLED ECL TRANSIENT DRIVER	SCHUCKER DOUGLAS W.
SC06501C	TRANSFORMERLESS SEMICONDUCTOR AC SWITCH HAVING INTERNAL BIASING MEANS	FAY GARY VERNOR
SC0653ET	INSULATED GATE BIPOLAR TRANSISTOR	FINNEY, ADRIAN DAVID
SC06549C	DUAL SUPPLY ECL TO TTL TRANSLATOR	SUNDSTROM RAY
SC06552C	TTL OUTPUT DRIVER HAVING AN INCREASED HIGH OUTPUT LEVEL	NEELY ERIC
SC06554P	METHOD FOR FORMING SEMICONDUCTOR CONTACTS BY ELECTROLESS PLATING	MORAN JOHN D
SC06562C	CONTROL CIRCUIT FOR RAPID GATE DISCHARGE	DAVIES ROBERT BRUCE
SC06586C	CURRENT MIRROR HAVING LARGE CURRENT SCALING FACTOR	ABDI, BEHROOZ L

SC06591C	THERMAL PROTECTION METHOD FOR A POWER DEVICE	DAVIES ROBERT BRUCE
SC06597C	AN ECL TO TTL/CMOS TRANSLATOR USING A SINGLE POWER SUPPLY	PETTY CLEON
SC06598C	FULL WAVE RECTIFIER AVERAGING CIRCUIT	SUSAK DAVID M
SC06618P	METHOD FOR MANUFACTURING SEMICONDUCTOR RECTIFIER	MORAN JOHN D
SC06660P	METHOD OF MAKING A SEMICONDUCTOR DIODE	JACKSON KEVIN B
SC06691C	VOLTAGE TRESHOLD GENERATOR FOR USE IN DIODE LOAD EMITTER COUPLED LOGIC CIRCUITS	HUEHNE KARL JACKSON
SC06698C	CURRENT SOURCE REGULATOR	MAIN WILLIAM ERIC
SC06701P	SEMICONDUCTOR DEVICE HAVING INTERNAL CURRENT UNIT OVER-VOLTAGE PROTECTION	MASQUELIER MICHAEL P
SC06704C	ALPHA ENHANCEMENT OF A TRANSISTOR USING BASE CURRENT FEEDBACK TO THE EMITTER	WELTY DENNIS L
SC06712P	HIGH REVERSE VOLTAGE IGT	FAY GARY V
SC06716P	METHOD AND APPARATUS FOR ADJUSTING PLATING SOLUTION FLOW CHARACTERISTICS AT SUBSTRATE CATHODE PERIPHERY TO MINIMIZE EDGE	SCHUSTER VIRGIL E
SC06717P	HIGH VOLTAGE PLANAR EDGE TERMINATION USING A PUNCH-THROUGH RETARDING IMPLANT	DAVIES ROBERT BRUCE
SC06734P	FAST DAMPER DIODE AND METHOD	ANDERSON SAMUEL J
SC06740P	AVALANCHE STRESS PROTECTED SEMICONDUCTOR DEVICE HAVING VARIABLE INPUT IMPEDANCE	ROBB STEPHEN P
SC06746P	ZIG-ZAG V-MOS TRANSISTOR STRUCTURE	HARRINGTON, ALAN L
SC06759C	UNIVERSAL POWER SUPPLY MONITOR CIRCUIT	ALBERKRACK, JADE HENRY
SC06768C	THERMAL CLAMP FOR AN IGNITION COIL DRIVER	BENNETT PAUL T
SC06771P	INTEGRATED HIGH VOLTAGE TRANSISTORS HAVING MINIMUM TRANSISTOR TO TRANSISTOR CROSSTALK	CLARK LOWELL E
SC06775C	AMPLIFIER OUTPUT STAGE	SUSAK DAVID M
SC06781C	HIGH VOLTAGE BRIDGE INTERFACE FOR AC AND BRUSHLESS DC MOTOR CONTROL	DAVIES ROBERT BRUCE
SC06793T	IMPROVED RECTIFIER AND METHOD	WASMER, WILLIAM DARWIN
SC06797C	HIGH SPEED CMOS MULTIPLEXER HAVING REDUCED PROPAGATION DELAY	FELDBAUMER DAVID W
SC06804C	BANDGAP VOLTAGE REFERENCE USING A POWER SUPPLY INDEPENDENT CURRENT SOURCE	BENNETT PAUL THOMAS
SC06813C	DIFFERENTIAL ECL BUS TRI-STATE DETECTION RECEIVER	ESGAR DWIGHT D
SC06824C	AN ECL TO CMOS LOGIC TRANSLATOR	DIXON ROBERT
SC06829C	HIGH SPEED ECL TO TTL TRANSLATOR HAVING A NON-SCHOTTKY CLAMP FOR THE OUTPUT STAGE TRANSISTOR	PHAN M NGHIEM
SC06832C	A BALANCE SPURIOUS FREE OSCILLATOR	HOWELL WILLIAM J
SC06846P	FIELD PLATE AVALANCHE DIODE	LESK ISRAEL ARNOLD
SC06849C	ECL CIRCUIT WITH LOW VOLTAGE/FAST PULL-DOWN	PHAN M NGHIEM
SC06874C	PROGRAMMABLE DELAY CIRCUIT FOR DIGITAL INTEGRATED CIRCUITS	SWAPP MAVIN C
SC06882C	LOW POWER OUTPUT GATE	JEFFREY, PHILIP ALAN
SC06886C	AMPLIFIER HAVING TWO OPERATING MODES	VYNE, ROBERT LEONARD
SC06904P	METHOD FOR PRODUCING SEMICONDUCTOR DEVICES	CHIOU HERNG-DER

	HAVING BULK DEFECTS THEREIN	
SC06923C	SLOPE COMPENSATION CIRCUIT FOR STABILIZING CURRENT MODE CONVERTERS	TISINGER, ERIC W
SC06928C	LOW VOLTAGE CIRCUIT TO CONTROL HIGH VOLTAGE TRANSISTOR	BERRINGER KENNETH A
SC06956C	FAULT DETECTION CIRCUIT	HOLLSTEIN, ROGER L.
SC06966C	A CURRENT THRESHOLD DETECTOR CIRCUIT	PETTY, THOMAS DAVID
SC06971C	BICMOS TTL OUTPUT DRIVER	WANG MICHAEL D
SC06980P	METHOD OF MAKING ENHANCED INSULATED GATE BIPOLAR TRANSISTOR	TERRY LEWIS E
SC06998P	SEMICONDUCTOR DEVICE AND METHOD	SCHOENBERG MARK
SC07103C	ECL TO CMOS TRANSLATION AND LATCH LOGIC CIRCUIT	HSUEH PAUL W
SC07120C	SOURCE TERMINATED TRANSMISSION LINE DRIVER	SEELBACH, WALTER C
SC07131C	LOW NOISE MOTOR DRIVE CIRCUIT	SCHULTZ WARREN J
SC07155P	INSULATED GATE SEMICONDUCTOR DEVICE WITH REDUCED BASE-TO-SOURCE ELECTRODE SHORT	CLARK LOWELL E
SC07226P	VERTICAL CURRENT FLOW SEMICONDUCTOR DEVICE UTILIZING WAFER BONDING	RUTTER ROBERT E
SC07343P	CONDUCTIVITY MODULATED INSULATED GATE SEMICONDUCTOR DEVICE	CLARK LOWELL E
SC07353C	START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT	PACE WILSON DAVID
SC07369P	VERTICAL FIELD EFFECT TRANSISTOR WITH IMPROVED CONTROL OF LOW RESISTIVITY REGION GEOMETRY	DAVIES ROBERT B
SC07386C	RAIL-TO-RAIL OUTPUT STAGE OF AN OPERATIONAL AMPLIFIER	VYNE, ROBERT LEONARD
SC07387C	RAIL-TO-RAIL INPUT STAGE OF AN OPERATIONAL AMPLIFIER	KODA, RIKKI
SC07390C	TURN OFF DELAY REDUCTION CIRCUIT AND METHOD	PACE DAVID W
SC07417C	H-BRIDGE FLYBACK RECIRCULATOR	PIGOTT, JOHN M
SC07471P	METHOD FOR MAKING A SCHOTTKY DIODE THAT IS COMPATIBLE WITH HIGH PERFORMANCE TRANSISTOR STRUCTURES	SUNDARAM LALGUDI M G
SC07479C	SHORT-CIRCUIT PROOF FIELD EFFECT TRANSISTOR	ROBB STEPHEN P
SC07481P	FABRICATING DUAL GATE THIN FILM TRANSISTORS	ROBB FRANCINE Y
SC07493P	EDGE TERMINATION STRUCTURE	PHIPPS JOHN P
SC07550C	CURRENT DRIVER CONTROL CIRCUIT FOR A POWER DEVICE	DAVIES ROBERT BRUCE
SC07554P	HIGH POWER SEMICONDUCTOR DEVICE WITH INTEGRAL ON-STATE VOLTAGE DETECTION STRUCTURE	CLARK LOWELL E
SC07558C	SWITCHABLE ACTIVE BUS TERMINATION CIRCUIT	FELDBAUMER DAVID W
SC07581C	SEMICONDUCTOR DEVICE HAVING A LARGE SENSE VOLTAGE	DAVIES ROBERT BRUCE
SC07598P	PN JUNCTION SURGE SUPPRESSOR STRUCTURE WITH MOAT	SCHOENBERG MARK A
SC07675C	LOAD CONTROL CIRCUIT INCLUDING AUTOMATIC AC/DC DISCERNMENT	SU, STEPHEN
SC07789C	MILLER LOOP COMPENSATION NETWORK WITH CAPACITANCE DRIVE	MOORE, BRADLEY T
SC07816C	OUTPUT DRIVER STAGE WITH TWO TIER CURRENT LIMIT PROTECTION	TISINGER ERIC W

SC07875T	INSULATED SEMICONDUCTOR PACKAGE	LETTERMAN JAMES P JR
SC07918C	BIDIRECTIONAL TWO-TERMINAL THYRISTOR	CLARK LOWELL EUGENE
SC07971P	HIGH VOLTAGE TRANSISTOR HAVING REDUCED ON-RESISTANCE	OKADA, DAVID N.
SC08006C	QUICK-START AND OVERVOLTAGE PROTECTION FOR A SWITCHING REGULATOR CIRCUIT	BARROW, STEVEN M
SC08118C	FLIP FLOP CIRCUIT AND METHOD THEREFOR	KHOSRAVI KORY
SC08182P	HIGH VOLTAGE SEMICONDUCTOR STRUCTURE AND METHOD	TU SHANG-HUI LARRY
SC08223P	METHOD FOR DOPING A SEMICONDUCTOR WAFER HAVING A DIFFUSION ENHANCEMENT REGION	CHIOU HERNG-DER
SC08227C	NEGATIVE SLEW RATE ENHANCEMENT CIRCUIT FOR AN OPERATIONAL AMPLIFIER	STOCKSTAD TROY L
SC08231C	HIGH IMPEDANCE OUTPUT DRIVER STAGE AND METHOD THEREFOR	PETTY, THOMAS DAVID
SC08256C	OPERATIONAL AMPLIFIER WITH ALL NPN TRANSISTOR OUTPUT STAGE	STOCKSTAD, TROY L.
SC08300T	PLASTIC ENCAPSULATED MICROELECTRONIC DEVICE AND METHOD	ANDERSON SAMUEL JAMES
SC08346C	MULTI-LEAD PROTECTED POWER DEVICE HAVING CURRENT AND BOOT-STRAP INPUTS	DAVIES, ROBERT BRUCE
SC08351C	THREE LEADED PROTECTED POWER DEVICE HAVING VOLTAGE INPUT	MIETUS DAVID FRANCIS
SC08358C	PULSED BATTERY CHARGER CIRCUIT	HALL, JEFFERSON W
SC08361P	METHOD OF FORMING AN INSULATED GATE SEMICONDUCTOR DEVICE AND DEVICE FORMED	ANDERSON SAMUEL JAMES
SC08385C	CIRCUIT FOR CONTROLLING CURRENT FLOW BETWEEN TWO NODES	PERKINS, GEOFFREY W
SC08426C	NON-SATURATING BIPOLAR TRANSISTOR CIRCUIT	ESGAR DWIGHT D
SC08428P	PROCESS FOR MAKNG A POWER MOSFET DEVICE AND STRUCTURE	TAM GORDON
SC08466C	TWO STAGE GATE DRIVE CIRCUIT FOR A FET	DIXON ROBERT
SC08515T	CIRCUIT AND METHOD OF PREVIEWING ANALOG TRIMMING	STOLFA DAVID L
SC08531C	FULL DIFFERENTIAL DATA QUALIFICATION CIRCUIT FOR SENSING A LOGIC STATE	KAYLOR SCOTT ALAN
SC08549P	TRANSISTOR WITH COMMON BASE REGION	ROBB STEPHEN PAUL
SC08557P	METHOD AND DEVICE FOR SENSING SURFACE TEMPERATURE OF AN INSULATED GATE SEMICONDUCTOR DEVICE	DAVIES ROBERT BRUCE
SC08573C	PULSE WIDTH MODULATOR HAVING A DUTY CYCLE PROPORTIONAL TO THE AMPLITUDE OF AN INPUT SIGNAL FROM A DIFFERENTIAL TRANSDUCER AMPLIFIER	BAUM JEFFREY
SC08622C	OFF-LINE BOOTSTRAP STARTUP CIRCUIT	TISINGER ERIC W
SC08624C	CIRCUIT AND METHOD FOR PROVIDING PHASE SYNCHRONIZATION OF ECL AND TTL/CMOS SIGNALS	HANKE C CHRISTOPHER
SC08692C	BATTERY CHARGER STATUS MONITOR CIRCUIT AND METHOD THEREFOR	YEE RENWIN JOURN
SC08696C	VOLTAGE REGULATOR AND METHOD THEREFOR	STOCKSTAD, TROY L.
SC08708T	ELECTRONIC SURFACE MOUNT DEVICE AND METHOD FOR MAKING	MAYS LONNE LEE

SC08715C	CIRCUIT AND METHOD FOR TRANSLATING AN ECL SIGNAL TO A TTL SIGNAL	PHAM PHUC C
SC08730P	SEMICONDUCTOR STRUCTURE WITH FIELD-LIMITING RINGS AND METHOD FOR MAKING	GROENIG PAUL JON
SC08737S	FLYBACK POWER SUPPLY HAVING A VCO CONTROLLED SWITCHING RATE	BROWN MARTIN JAY
SC08739C	POWER TRANSISTOR RAPID TURN OFF CIRCUIT FOR SAVING POWER	ROBB STEPHEN PAUL
SC08746P	VERTICAL IGFET CONFIGURATION HAVING LOW ON-RESISTANCE AND METHOD	KNOCH, LYNNITA K
SC08757P	HIGH VOLTAGE PLANAR EDGE TERMINATION STRUCTURE AND METHOD OF MAKING SAME	ROBB STEPHEN PAUL
SC08759C	CIRCUIT AND METHOD FOR ADJUSTING A PULSE WIDTH OF A SIGNAL	SUNDSTROM RAY D
SC08763C	SERIAL DATA CLOCK RECOVERY CIRCUIT USING DUAL OSCILLATOR CIRCUIT	FORD, DAVID K
SC08825C	CIRCUIT AND METHOD OF INDICATING DATA HOLD-TIME	FORD, DAVID K
SC08830C	CIRCUIT AND METHOD OF TIMING DATA TRANSFERS	FORD, DAVID K
SC08832P	METHOD OF MAKING SURGE SUPPRESSOR SWITCHING DEVICE	SAUCEDO FLORES, EMMANUEL
SC08862C	CIRCUIT LIMIT SENSE CIRCUIT AND METHOD FOR CONTROLLING A TRANSISTOR	BENNETT, PAUL THOMAS
SC08882C	COMPARATOR CIRCUIT	MAHABADI JOHN KOUROS
SC08961C	LOW POWER FLIP-FLOP CIRCUIT AND METHOD THEREFOR	REYES ALBERTO
SC08987P	ELECTROSTATIC DISCHARGE PROTECTION DEVICE AND METHOD OF FORMING	HEIM BARRY B
SC08994C	INPUT STAGE FOR CMOS OPERATIONAL AMPLIFIER AND METHOD THEREOF	ANDERSON DAVID J
SC08996C	POWER FACTOR CONTROL CIRCUIT HAVING A BOOST CURRENT FOR INCREASING A SPEED OF A VOLTAGE CONTROL LOOP AND METHOD THEREOF	HALL, JEFFERSON W
SC08997C	CIRCUIT AND METHOD OF MONITORING BATTERY CELLS	YEE RENWIN JOURN
SC09006C	AMPLIFIER CIRCUIT WITH CHARGE PUMP SUPPLYING A DIFFERENTIAL TRANSISTOR PAIR	PETTY, THOMAS DAVID
SC09030P	VERTICAL MOSFET DEVICE HAVING FRONTSIDE AND BACKSIDE CONTACTS	VASQUEZ, BARBARA
SC09063T	SEMICONDUCTOR DEVICE WITH FLAME SPRAYED HEAT SPREADING LAYER AND METHOD	RALEIGH CARL J
SC09078C	CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL	STOCKSTAD TROY L
SC09097P	INSULATED GATE SEMICONDUCTOR DEVICE AND METHOD THEREFOR	MAMILETI LAKSHMIKANT
SC09101P	METHOD OF FORMING AN ALLOYED DRAIN FIELD EFFECT TRANSISTOR AND DEVICE FORMED	ROBB, FRANCINE Y
SC09117C	AMPLIFIER HAVING AN OUTPUT STAGE WITH BIAS CURRENT CANCELLATION	PETTY, THOMAS DAVID
SC09129P	LATCH RESISTANT INSULATED GATE SEMICONDUCTOR DEVICE	FRAGALE, WILLIAM LEE
SC09146T	SEMICONDUCTOR LEADFRAME STRUCTURE	BAILEY, KEITH WOODVEL

	COMPATIBLE WITH DIFFERING BOND WIRE MATERIALS	
SC09171P	SEMICONDUCTOR DEVICE HAVING HIGH VOLTAGE PROTECTION CAPABILITY	SHEN ZHENG
SC09313C	PEAK VOLTAGE AND PEAK SLOPE DETECTOR FOR A BATTERY CHARGER CIRCUIT	SOMERVILLE, THOMAS A
SC09331P	EDGE TERMINATION STRUCTURE	HADIZAD, PEYMAN
SC09338C	OUTPUT CIRCUIT AND METHOD FOR SUPPRESSING SWITCHING NOISE THEREIN	HU, TZU-HUI (PAUL)
SC09366C	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT	MITTER, C S
SC09369C	REFERENCE VOLTAGE CIRCUIT HAVING A SUBSTANTIALLY ZERO TEMPERATURE COEFFICIENT	MIETUS, DAVID FRANCIS
SC09373T	LOW COST FULLY ISOLATED SEMICONDUCTOR DEVICE	LETTERMAN JR, JAMES P
SC09418C	OVERCURRENT DETECTION CIRCUIT FOR A POWER MOSFET AND METHOD THEREFOR	PETTY, THOMAS D
SC09446P	POWER MOSFET DEVICE HAVING LOW ON-RESISTANCE AND METHOD	DEFRESART, EDOUARD DENIS
SC09469P	HIGH VOLTAGE CURRENT LIMITER AND METHOD FOR MAKING	HEMINGER, DAVID M
SC09499C	METHOD FOR BALANCING POWER SOURCES AND STRUCTURE THEREFOR	STOCKSTAD, TROY L
SC09500P	METHOD OF ETCHING A SEMICONDUCTOR SUBSTRATE	CRIPE, JERRY D
SC09541T	SEMICONDUCTOR DIODE DEVICE AND METHOD OF MANUFACTURE	MAYS LONNE LEE
SC09546C	HIGH-SIDE CURRENT SENSE AMPLIFIER	SOMERVILLE, THOMAS A
SC09557C	ZERO CROSSING TRIAC AND METHOD	HEMINGER, DAVID M
SC09565P	METHOD OF MANUFACTURING A SEMICONDUCTOR DEVICE AND TERMINATION STRUCTURE	TSOI, HAK YAM
SC09586T	ELECTRONIC PACKAGE AND METHOD	ELLIOTT, ALEX J
SC09589P	METHOD OF PASSIVATING A SEMICONDUCTOR SUBSTRATE	LE, HIEP M
SC09607P	METHOD OF ETCHING ADJACENT LAYERS	MORAN, JOHN D
SC09623C	LOW VOLTAGE OPERATIONAL AMPLIFIER BIAS CIRCUIT AND METHOD	GRIFFITH, RICHARD
SC09624C	LOW VOLTAGE OPERATIONAL AMPLIFIER INPUT STAGE AND METHOD	DOTSON, ROBERT N
SC09646T	METHOD OF MANUFACTURING SEMICONDUCTOR COMPONENTS	LETTERMAN JR, JAMES P
SC09647C	VOLTAGE AND CURRENT REFERENCE CIRCUIT WITH A LOW TEMPERATURE COEFFICIENT	HALL, JEFFERSON W
SC09669P	INDUCTIVE DRIVER CIRCUIT AND METHOD THEREFOR	HEMINGER, DAVID M
SC09707C	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANCE FUNCTION	MAIN, WILLIAM ERIC
SC09720C	LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD	DOTSON, ROBERT N
SC09723T	SEMICONDUCTOR ENCAPSULATION METHOD	MUKERJI, PROSANTO K
SC09745P	SEMICONDUCTOR DEVICE AND METHOD OF MANUFACTURE	ROBB, FRANCINE Y
SC09758C	METHOD AND CIRCUIT FOR CURRENT REGULATION	DUREC, JEFFREY C.
SC09824T	METHOD OF MANUFACTURING SEMICONDUCTOR COMPONENTS	BAILEY, KEITH WOODVEL
SC09864C	METHOD FOR SYNCHRONIZING SIGNALS AND STRUCTURES THEREFOR	FORD, DAVID K

SC09889C	METHOD AND CIRCUIT FOR REDUCING OFFSET VOLTAGES FOR A DIFFERENTIAL INPUT STAGE	PETTY, THOMAS DAVID
SC09941P	SEMICONDUCTOR DEVICE AND METHOD THEREFOR	PARTHASARATHY, VIJAY
SC09953C	ADAPTIVE ENCODER CIRCUIT FOR MULTIPLE DATA CHANNELS AND METHOD OF ENCODING	SCHWARTZ, DANIEL B
SC09972C	ADAPTIVE EQUALIZATION CIRCUIT AND METHOD	FELDBAUMER, DAVID W.
SC09978P	SEMICONDUCTOR DEVICE AND METHOD OF MAKING	SHEN, ZHENG
SC09998C	LINEARITY ENHANCEMENT CIRCUIT AND PROCESS FOR FILTERING AN INPUT SIGNAL	DUREC, JEFFREY C.
SC10001C	MONOLITHIC CLAMPING CIRCUIT AND METHOD OF PREVENTING TRANSISTOR AVALANCHE BREAKDOWN	SHEN, ZHENG
SC10048P	METHOD OF FORMING A CONTACT	SAHA, NARESH C
SC10064C	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	ALBERKRACK, JADE HENRY
SC10084P	CLAMP DISPOSED AT EDGE OF A DIELECTRIC STRUCTURE IN A SEMICONDUCTOR DEVICE AND METHOD OF FORMING SAME	HADIZAD, PEYMAN
SC10091C	METHOD AND CIRCUIT FOR CURRENT LIMITING OF DC-DC REGULATORS	LAI, NELSON
SC10098C	POWER CONVERSION INTEGRATED CIRCUIT AND METHOD FOR PROGRAMMING	HALL, JEFFERSON W
SC10110C	BANDGAP REFERENCE CIRCUIT AND METHOD	SOMERVILLE, THOMAS A
SC10146P	SEMICONDUCTOR CONTACT AND METHOD THEREFOR	SAHA, NARESH C
SC10180T	SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURE	MUKERJI, PROSANTO KUMAR
SC10238C	OVERVOLTAGE PROTECTION DEVICE AND METHOD	IDA, RICHARD T.
SC10356T	METHOD FOR PACKAGING A SEMICONDUCTOR DEVICE	DARBHA, SURY NARAYANA
SC10364P	SEMICONDUCTOR DEVICE AND METHOD FOR FABRICATING THE SAME	PAGES, IRENEE M.
SC10368P	POWER SEMICONDUCTOR DEVICE AND METHOD	ROBB, STEPHEN PAUL
SC10405P	POWER SWITCHING TRENCH MOSFET HAVING ALIGNED SOURCE REGIONS AND METHOD OF MAKING	MATHEW, LEO
SC10421C	POWER SEMICONDUCTOR DEVICE AND METHOD	MEYER, ROBERT ANTON
SC10455T	SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURE	MUKERJI, PROSANTO KUMAR
SC10479T	SEMICONDUCTOR LEADFRAME ASSEMBLY AND METHOD FOR MANUFACTURING A SEMICONDUCTOR COMPONENT	CESPEDES BELTRAN, MARIO FEDERI
SC10504T	ELECTRONIC COMPONENT AND METHOD OF MANUFACTURE	FAUTY, JOSEPH K.
SC10506T	ELECTRONIC COMPONENT AND METHOD OF MANUFACTURE	LETTERMAN JR, JAMES P
SC10636P	VARIABLE CAPACITANCE SEMICONDUCTOR DEVICE AND METHOD THEREFOR	BLISS, JOHN
SC10645C	POWER CONVERTER CIRCUIT AND METHOD FOR CONTROLLING	HALL, JEFFERSON W
SC10659C	SEMICONDUCTOR LOAD DRIVER CIRCUIT AND METHOD THEREFOR	SHEN, ZHENG
SC10660C	METHOD OF DRIVING A LOAD AND SEMICONDUCTOR LOAD DRIVER CIRCUIT THEREFOR	SHEN, ZHENG
SC10674P	SEMICONDUCTOR OR DEVICE AND METHOD OF MAKING	DAVIES, ROBERT BRUCE

SC10676P	SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURE	DAVIES, ROBERT BRUCE
SC75745B	INTEGRATED VOLTAGE SUPPLY	ALASPA, ALAN A.
SC78192	MONOLITHIC SEMICONDUCTOR TRIGGER	ALONAS, PAUL GEORGE
SC78192A	METHOD FOR MAKING A LIGHT-ACTIVATED LINE-OPERABLE ZERO-CROSSING SWITCH INCLUDING TWO LATERAL TRANSISTORS	ALONAS, PAUL GEORGE
SC79769	START-UP CIRCUIT	ALBERKRACK, JADE HENRY
SC79770	SWITCHING POWER SUPPLY	ALBERKRACK, JADE HENRY
SC80071	LINEAR FULL WAVE RECTIFIER CIRCUIT	LUNN GERALD KEITH
SC80919	VOLTAGE BOOSTER CIRCUIT	CARTER ERNEST A
SC80946	CURRENT LIMITING CIRCUIT	BROWN LELAND THOMAS
SC81117	DRIVER CIRCUIT FOR USE WITH INDUCTIVE LOADS OR THE LIKE	LOCASCIO JAMES J
SC81120	BUTTON RECTIFIER PACKAGE FOR NON-PLANAR DIE	ADDIE DAVID LESLIE
SC81169	CURRENT OUTPUT OSCILLATOR	BYNUM BYRON G
SC81187T	HIGH CURRENT PACKAGE WITH MULTI-LEVEL LEADS	DUBOIS JERRY MARK
SC10507T		LETTERMAN
SC10509T		LETTERMAN
SC10601P		ROBB
SC10642P		MATHEW
SC10673P		SHUMATE
SC10695C		JEFFERY
SC10700C		BALL
SC10716T		MUKERJI
SC10717T		NORTON
SC10718T		NORTON
SC10719P		SALIH
SC10729C		HALL
SC10730C		HALL
SC10740T		POPE
SC10760C		HALL
SC10762T		NOLAN
SC10763P		PEARSE
SC10768C		VYNE
SC10769C		PETTY
SC10770T		NOLAN
SC10774T		NOLAN
SC10783C		HALL
SC10789T		INMON
SC10790P		ROBB
SC10808C		THOMSON
SC10810P		VENKATRAMAN
SC10821P		HOSSAIN
SC10822P		SUNDARAM
SC10823P		SUNDARAM
SC10824P		CHANG
SC10826P		VENKATRAMAN

SC10827P		VENKATRAMAN
SC10828P		SALIH
SC10829P		SALIH
SC10830P		VENKATRAMAN
SC10839P		HAKKAL

EXHIBIT 1.5

ASSIGNED TRADEMARKS

TRADEMARK	COUNTRIES	STATUS
ALExIS	USA	Common Law
Bullet-Proof	USA	Common Law
	JAPA	Registered
CHIPSCRETES	USA	Common Law
Designer's	USA	Common Law
DUOWATT	USA	Common Law
E-FET	USA	Common Law
EASY SWITCHER	USA	Common Law
ECL300	USA	Common Law
ECLinPS	USA	Common Law
ECLinPS/ELITE	USA	Common Law
EpiBase	USA	Common Law
	JAPA	Registered
Epicap	USA	Common Law
ESD...SURGE PROTECTION	USA	Common Law
EZFET	USA	Common Law
FULLPAK	USA	Common Law
GEMFET	USA	Common Law
	JAPA	Registered
HDTMOS	USA	Registered
	JAPA	Registered
HVTMOS	JAPA	Registered
ICePAK	USA	Common Law
	JAPA	Registered
L2TMOS	USA	Common Law
MCCS	USA	Common Law
MDTL	USA	Common Law
MECL	USA	Common Law
MEGAHERTZ	USA	Common Law

MHTL	USA	Common Law
MiniMOS	USA	Common Law
MiniMOSORB	USA	Common Law
Mosorb	USA	Common Law
MRTL	USA	Common Law
MTTL	USA	Common Law
Multi-Pak	USA	Common Law
PowerBase	USA	Common Law
PowerLux	USA	Abandoned 1998
POWERTAP	USA	Common Law
Quake	USA	Common Law
Rail-To-Rail	USA	Abandoned
SCANSWITCH	USA	Common Law
	JAPA	Registered
SENSEFET	USA	Common Law
	JAPA	Registered
SLEEPMODE	USA	Common Law
SMALLBLOCK	USA	Common Law
	JAPA	Registered
SMARTDISCRETES	USA	Common Law
SMARTswitch	USA	Common Law
SUPERBRIDGES	USA	Common Law
SuperLock	USA	Common Law
Surmetic	USA	Common Law
	FRAN	Registered
	JAPA	Registered
SWITCHMODE	USA	Common Law
	JAPA	Registered
Thermopad	USA	Common Law
Thermowatt	USA	Common Law
TMOS	USA	Registered
	BENE	Registered
	FINL	Registered

	FRAN	Registered
	GBRI	Registered
	GERW	Registered
	ITAL	Registered
	JAPA	Registered
	NORW	Registered
TMOS & Design Device	USA	Registered
	ITAL	Registered
TMOS Stylized	BENE	Registered
	FINL	Registered
	FRAN	Registered
	GBRI	Registered
	GERW	Registered
	NORW	Registered
Unibloc	USA	Common Law
UNIT/PAK	USA	Common Law
Uniwatt	USA	Common Law
	JAPA	Registered
WaveFET	USA	Common Law
	JAPA	Registered
Z-Switch	USA	Common Law
ZIP R TRIM	USA	Common Law

EXHIBIT 1.27

RESTRICTED PROCESS MODULES

PROCESS
MOSAIC 1
MOSAIC 1.5
MOSAIC 3
Analog CMOS (as manufactured at RICOH and MOS7A)

EXHIBIT 8.2

THIRD PARTY	TITLE OF AGREEMENT OR ITEM	EFFECTIVE DATE
Microsemi	Motorola – Microsemi Technology Agreement	26 February 1996
Stanford University	Nonexclusive Patent Agreement	9 May 1997
Vitelic (H.K.) Limited	Technology Transfer and Contract Products Supply Agreement	29 May 1996
Newport	Technology Transfer and Foundry Services Agreement	Pending
Arizona State University	Sponsored Research Agreement on Leading Indicators for Motorola Product Lines	6 May 1998
Raychem	Joint Development Agreement	30 April 1997
Philips	Letter dated 7 September 1993	
Lansdale	Manufacturing Services	Pending