(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

08-07-2002

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Resubm

Tab settings ⇨ ⇨ ⇨ ▼

102181578

To the Honorable Commissione attached original documents or copy thereof.

6-4-02

1. Name of conveying party(ies):

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
5005 EAST MCDOWELL ROAD
PHOENIX, AZ 85008

6-4-02

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

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

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, AS COLLATERAL AGENT

Internal Address:

Street Address: 270 PARK AVENUE

City: NEW YORK State: NY ZIP: 10017

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

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

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other SUPPLEMENT TO SECURITY AGREEMENT

Execution Date: MAY 5, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? ☒ Yes ☐ No

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

Name: PENELOPE AGODOA

Internal Address:

Street Address: FEDERAL RESEARCH CORPORATION

400 SEVENTH STREET, NW SUITE 101

City: WASHINGTON State: DC ZIP: 20004

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....$ $340

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

06/05/2002 GTON11 00000070 74334955

01 FC:481 40.00 OP
02 FC:482 300.00 OP

DO NOT USE THIS SPACE

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

SCOTT ROBINSON
Name of Person Signing

Signature

5/29/02
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARKS

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
14789-3000	JP	H04-005942	ALEXIS	SCI LLC	REGISTERED 5/31/94 Reg. No. 2665571
14789-3100	JP	H04-037602	Bullet-Proof and design	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671366
14789-3200	JP	H04-031642	CHIPSCRETE and design	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671344
14789-3300	JP	H04-031643	DUOWATT	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671345
14789-3600	JP	H04-001813	EpiBase and design	SCI LLC	REGISTERED 5/31/94 Reg. No. 2665557
14789-3700	JP	H04-031645	GEMFET	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671347
14789-3800	JP	H04-327328	HDTMOS	SCI LLC	REGISTERED 3/29/96 Reg. No. 3127040
14789-3800	US	74/334,955	HDTMOS	SCI LLC	REGISTERED 9/6/94 Reg. No. 1,853,061 Section 8 affidavit accepted Section 15 affidavit acknowledged
14789-3900	JP	H045-28658	HVTMOS	SCI LLC	REGISTERED 4/30/96 Reg. No. 3140938
14789-4000	JP	H03-028477	ICePAK and Design	SCI LLC	REGISTERED 12/24/93 Reg. No. 2613933
14789-4100	JP	H04-031649	MHTL	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671348
14789-4200	JP	H04-037612	MOSORB	SCI LLC	REGISTERED 8/31/94 Reg. No. 2693533
14789-4300	JP	H04-031651	MRTL	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671350
14789-4400	JP	H04-031652	MTTL	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671351
14789-2000 06990-0008-NZ01	NZ	311247	ON SEMICONDUCTOR and Design	SCI LLC	REGISTERED
14789-2000 06990-0008-NZ02	NZ	311248	ON SEMICONDUCTOR and Design	SCI LLC	REGISTERED 8/20 fax from foreign associate confirming instructions to abandon. Marks will register without payment of further fees.
14789-2000 06990-0008-NZ03	NZ	311337	ON SEMICONDUCTOR and Design	SCI LLC	REGISTERED

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
14789-2000 06990-0008-NZ04	NZ	311249	ON SEMICONDUCTOR and Design	SCI LLC	REGISTERED
14789-2100 06990-0013-AU-01	AU	801,296	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/22/99
14789-2100 06990-0013-CA01	CA	1023144 Reg. No. TMA 544,137	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 4/25/01
14789-2100	CH	Reg. No. 469425	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-CN01	CN	1522141	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 2/14/01
14789-2100 06990-0013-CZ01	CZ	145069	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 11/23/01
14789-2100 06990-0013-EU01	EU	1248913	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED .
14789-2100 06990-0013-HU01	HU	M99 03500 Reg. No. 161574	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 8/25/00
14789-2100 06990-0013-IL01	IL	129291	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-IL02	IL	129292	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-IL03	IL	129293	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-IL04	IL	129294	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-JP01	JP	11-66869 Reg. No. 4463133	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 3/30/01
14789-2100 06990-0013-HK01	HK	99/09506	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99 No. B00301
14789-2100 06990-0013-HK02	HK	99/09507	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99 No. B00302
14789-2100 06990-0013-HK03	HK	99/09508	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99 No. B00303
14789-2100 06990-0013-HK04	HK	99/09509	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99 No. B00304
14789-2100 06990-0013-KR01	KR	4519990001801 Reg. No. 1622	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED
14789-2100	MX	384,540 Reg. No. 651,886	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 4/28/00
14789-2100	MX	384,541 Reg. No. 654,819	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 5/24/00
14789-2100	MX	384,541	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/11/00
14789-2100 06990-0013-NZ01	NZ	313119	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-NZ02	NZ	313120	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-NZ03	NZ	313121	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-NZ04	NZ	313113	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-RO01	RO	55391 Reg. No. 40409	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 8/12/99
14789-2100 06990-0013-SG01	SG	Reg. No. T9907664E	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/22/99
14789-2100 06990-00113-SG02	SG	Reg. No. T9907665C	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/22/99
14789-2100	SK	POZ1850-99	ON SEMICONDUCTOR	SCI LLC	REGISTERED

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
06990-0013-SK01		Reg. No. 196293	and Design II		8/15/01
14789-2100 06990-0013-TW01	TW	88-35513 Reg. No. 922736	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 1/1/01
14789-2100 06990-0013-TW02	TW	88-35512 Reg. No. 131118	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 10/16/00
14789-2100 06990-0013-TW03	TW	88-35511 Reg. No. 140384	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 3/16/01
14789-2100 06990-0013-TW04	TW	88-35510 Reg. No. 142739	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 5/1/01
14789-2100 06990-0013-US0	US	75/762,205	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 2/19/02
14789-2200	US	75/803,064 Reg. No. 2,498,925	ON SEMICONDUCTOR and Design III	SCI LLC	REGISTERED 10/16/01
14789-2300	AU	797800	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/17/99
14789-2300 06990-0010-CA01	CA	1019498 Reg. No. TMA 544,226	ON SEMICONDUCTOR	SCI LLC	REGISTERED 4/30/01
14789-2300 06990-0010-CA02	CA	1026462 Reg. No. TMA 544,075	ON SEMICONDUCTOR	SCI LLC	REGISTERED 4/24/01
14789-2300 06990-0010-CH01	CH	467767	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-CZ01	CZ	143882	ON SEMICONDUCTOR	SCI LLC	REGISTERED 11/23/01
14789-2300	CZ	161219	ON SEMICONDUCTOR	SCI LLC	REGISTERED 11/23/01 Waiting for registration certificate (per 2/4/02 associate letter)
14789-2300 06990-0010-EU01	EU	1213586	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-HU01	HU	M99 02895 Reg. No. 160266	ON SEMICONDUCTOR	SCI LLC	REGISTERED 4/3/00.
14789-2300 06990-0010-IL01	IL	128681	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-IL02	IL	128684	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-IL03	IL	128687	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-IL04	IL	128690	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-JP01	JP	11-58134 Reg. No. 4455705	ON SEMICONDUCTOR	SCI LLC	REGISTERED 2/23/01
14789-2300 06990-0010-MX01	MX	383,052 Reg. No. 660,241	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/26/00
14789-2300 06990-0010-MX02	MX	383,053 Reg. No. 645,644	ON SEMICONDUCTOR	SCI LLC	REGISTERED 3/22/00
14789-2300 06990-0010-MX03	MX	383,054 Reg. No. 642,018	ON SEMICONDUCTOR	SCI LLC	REGISTERED 2/22/00
14789-2300 06990-0010-NZ01	NZ	311244	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/17/99
14789-2300 06990-0010-NZ02	NZ	311245	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/17/99
14789-2300 06990-0010-NZ03	NZ	311336	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/18/99
14789-2300	NZ	311246	ON SEMICONDUCTOR	SCI LLC	REGISTERED

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
06990-0010-NZ04					6/17/99
14789-2300 06990-0010-RO01	RO	55064 Reg. No. 39179	ON SEMICONDUCTOR	SCI LLC	REGISTERED 7/16/99
14789-2300 06990-0010-SK01	SK	POZ 1541-99 Reg. No. 196963	ON SEMICONDUCTOR	SCI LLC	REGISTERED 10/15/01
14789-2300 06990-0010-TW01	TW	8831875 Reg. No. 927735	ON SEMICONDUCTOR	SCI LLC	REGISTERED 2/1/01
14789-2300	TW	8854431 Reg. No. 135661	ON SEMICONDUCTOR	SCI LLC	REGISTERED 1/1/01 Assignment from SCGHK
14789-2300 06990-0010-TW02	TW	8831871 Reg. No. 131117	ON SEMICONDUCTOR	SCI LLC	REGISTERED 10/16/00
14789-2300 06990-0010-TW03	TW	8831870 Reg. No. 140383	ON SEMICONDUCTOR	SCI LLC	REGISTERED 3/16/01
14789-2300 06990-0010-TW04	TW	8831869 Reg. No. 142673	ON SEMICONDUCTOR	SCI LLC	REGISTERED 5/1/01
14789-2400 06990-0011-AU01	AU	797805	ON and Design	SCI LLC	REGISTERED 6/17/99
14789-2400 06990-0011-CA01	CA	1019497 Reg. No. TMA 544,102	ON and Design	SCI LLC	REGISTERED 4/24/01
14789-2400 06990-0011-CA02	CA	1026459 Reg. No. TMA 544,091	ON and Design	SCI LLC	REGISTERED 4/24/01
14789-2400 06990-0011-CN01	CN	9900087847 Reg. No. 1505932	ON and Design	SCI LLC	REGISTERED 1/14/01
14789-2400	CZ	161220	ON and Design	SCI LLC	REGISTERED 11/23/01
14789-2400 06990-0011-EU01	EU	Reg. No. 1215409	ON and Design	SCI LLC	REGISTERED 6/21/99
14789-2400 06990-0011-HU01	HU	M99 02896 Reg. No. 160 090	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-IL01	IL	128683	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-IL02	IL	128686	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-IL03	IL	128689	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-IL04	IL	128692	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-MX01	MX	383,047 Reg. No. 654,811	ON and Design	SCI LLC	REGISTERED 5/24/00
14789-2400 06990-0011-MX02	MX	383,050 Reg. No. 647569	ON and Design	SCI LLC	REGISTERED 3/28/00
14789-2400 06990-0011-MX03	MX	383,049 Reg. No. 647,568	ON and Design	SCI LLC	REGISTERED 3/28/00
14789-2400 06990-0011-MX04	MX	383,051 Reg. No. 702,293	ON and Design	SCI LLC	REGISTERED 6/20/01
14789-2400 06990-0011-NZ01	NZ	311250	ON and Design	SCI LLC	REGISTERED 6/17/99
14789-2400 06990-0011-NZ02	NZ	311251	ON and Design	SCI LLC	REGISTERED 6/17/99
14789-2400 06990-0011-NZ03	NZ	311338	ON and Design	SCI LLC	REGISTERED 6/17/99
14789-2400 06990-0011-NZ04	NZ	311252	ON and Design	SCI LLC	REGISTERED 6/17/99
14789-2400 06990-0011-RO01	RO	55066 Reg. No. 39180	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-SK01	SK	POZ 1543-99 Reg. No. 196291	ON and Design	SCI LLC	REGISTERED 8/15/01
14789-2400	TH	393321	ON and Design	SCI LLC	REGISTERED

Schedule V to the Security Agreement

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
06990-0011-TH01		Reg. No. KOR124240			Change of address submitted, awaiting registration of amendment.
14789-2400 06990-0011-TH02	TH	393322 Reg. No. BOR11193	ON and Design	SCI LLC	REGISTERED Change of address submitted, awaiting registration of amendment.
14789-2400 06990-0011-TH03	TH	393323 Reg. No. BOR11192	ON and Design	SCI LLC	REGISTERED Change of address submitted, awaiting registration of amendment.
14789-2400 06990-0011-TH--04	TH	393324 Reg. No. BOR11190	ON and Design	SCI LLC	REGISTERED Change of address submitted, awaiting registration of amendment.
14789-2400 06990-0011-TW01	TW	8831873 Reg. No. 916039	ON and Design	SCI LLC	REGISTERED 12/01/00
14789-2400	TW	8854429 Reg. No. 132289	ON and Design	SCI LLC	REGISTERED 11/16/00 Assigned from SCGHK
14789-2400 06990-0011-TW02	TW	8831872 Reg. No. 129331	ON and Design	SCI LLC	REGISTERED 9/16/00
14789-2400 06990-0011-TW03	TW	8831865 Reg. No. 129361	ON and Design	SCI LLC	REGISTERED 9/16/00
14789-2400 06990-0011-TW04	TW	8831864 Reg. No. 134914	ON and Design	SCI LLC	REGISTERED 12/16/00
14789-2400 06990-0011-US01	US	75/751,051 Reg. No. 2,523,968	ON and Design	SCI LLC	REGISTERED 1/1/02 6
14789-2400 06990-0011-CH01	CH	053901999 Reg. No. 491871	ON and Design	SCI LLC	REGISTERED
14789-2400	SG	T99/062361	ON & Design	SCI LLC	REGISTERED 6/18/99
14789-2800	US	76/124179	ON	SCI LLC	REGISTERED 3/5/02
14789-90053	TW	8854433 Reg. No. 133530	ONSEMI (stylized)	SCI LLC	REGISTERED 12/1/00 Assigned from SCGHK
14789-90061	TW	8854432 Reg. No. 132291	ON SEMI (stylized)	SCI LLC	REGISTERED 11/16/00 Assigned from SCGHK
14789-907	CZ	160376 Reg. No. 238587	ON & Rendering of Three-Dimensional Design	SCI LLC	REGISTERED 11/23/01
14789-907	MX	474,517	ON & Rendering of Three-Dimensional Design	SCI LLC	REGISTERED
4789-907	KR	45-2000-4428 Reg. No. 4505	ON & Rendering of Three-Dimensional Design	SCI LLC	REGISTERED 1/9/02
4789-907	US	76/124,177	ON & Rendering of Three-Dimensional Design	SCI LLC	REGISTERED 2/5/02 4
14789-908	US	76/124178 Reg. No. 2535981	ON & Design (claim to color)	SCI LLC	REGISTERED 2/5/02 5
14789-90045	TW	88-54430 Reg. No. 132290	Chinese Characters pronounced "An Sun Mei"	SCI LLC	REGISTERED 11/16/00
14789-4800	JP	H05-040748	RAIL-TO-RAIL	SCI LLC	REGISTERED 5/31/96 Reg. #3155695

Schedule V to the Security Agreement

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
14789-4900	JP	H03-080097	SCANSWITCH	SCI LLC	REGISTERED 12/25/96 Reg. #2718302
14789-5000	JP	H04-006519	SENSEFET	SCI LLC	REGISTERED 5/31/94 Reg. No. 2665573
14789-5100	JP	H04-037609	SMALLBLOCK	SCI LLC	REGISTERED 6/29/94 Reg. No. 2673549
14789-5200	USA		SMART REGULATOR	SCI LLC	REGISTERED 10/8/96 Reg. No. 2,006,706
14789-5300	USA		SMART REGULATOR and logo	SCI LLC	REGISTERED 10/8/96 Reg. No. 2,006,707
14789-5400	FR	1474886	SURMETIC	SCI LLC	REGISTERED 5/14/98 (renewed) Reg. No. 1474886
14789-5400	JP	H03-077036	SURMETIC	SCI LLC	REGISTERED 3/31/94 Reg. No. 2632152
14789-5500	JP	H03-077035	SWITCHMODE	SCI LLC	REGISTERED 12/12/97 Reg. No. 4091503
14789-5600	JP	11-008056	TMOS	SCI LLC	REGISTERED 6/29/01 Reg. No. 4486454 Mark published for opposition in Official Gazette
14789-5600	BX	750238	TMOS	SCI LLC	REGISTERED Reg. No. 485917
14789-5600	FI	4075-6/90	TMOS	SCI LLC	REGISTERED 4/6/92 Reg. No. 118108
14789-5600	FR	92441837	TMOS	SCI LLC	REGISTERED 11/16/92 Reg. No. 92441837
14789-5600	JP	H04-319400	TMOS	SCI LLC	REGISTERED 10/31/95 Reg. No. 3082598
14789-5600	IT	41462C/90	TMOS	SCI LLC	REGISTERED 7/3/93 Reg. No. 601188
14789-5600	DE	M67944/9wz	TMOS	SCI LLC	REGISTERED Reg. No. 1184884
14789-5600	NO	90 4072	TMOS	SCI LLC	REGISTERED 6/24/93 Reg. No. 157233 Associate acknowledgement re: assignment received 7/24/00
14789-5700	DE	M67943/9 Wz	TMOS (Device)	SCI LLC	REGISTERED 10/11/91 Reg. No. 1181510
14789-5700	IT	41461C/90	TMOS (Device)	SCI LLC	REGISTERED 7/13/93 Reg. No. 601187

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TRADEMARK
REEL: 002556 FRAME: 0605

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
14789-5700	NO	90 4073	TMOS (Device)	SCI LLC	REGISTERED 1/9/92 Reg. No. 14856.
14789-5700	BX	750237	TMOS (Device)	SCI LLC	REGISTERED 8/8/90 Reg. No. 486145
14789-5700	FI	4076/90	TMOS (Device)	SCI LLC	REGISTERED 4/6/92 Reg. No. 118109
14789-5700	FR	1615067	TMOS (Device)	SCI LLC	REGISTERED 8/14/90 Reg. No. 1615067 Renewed
14789-5900	JP	H04-031655	UNIWATT	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671353
14789-6000	JP	H08-116097	WAVEFET	SCI LLC	REGISTERED 7/3/98 Reg. No. 4162693
14789-6100	JP	H04-001817	ZIP R TRIM	SCI LLC	REGISTERED 4/25/97 Reg. No. 2720707

ii) Trademarks Registered and Applied For

App/Reg. Number	Filing Date	Trademark	Owner
868128	7/27/99	ON SEMICONDUCTOR and Design II	SCILLC
384,538	7/26/99	ON SEMICONDUCTOR and Design II	SCILLC
99/08238	8/25/99	ON SEMICONDUCTOR and Design II	SCILLC
99/08237	8/25/99	ON SEMICONDUCTOR and Design II	SCILLC
99/08235	8/25/99	ON SEMICONDUCTOR and Design II	SCILLC
99/08236	8/25/99	ON SEMICONDUCTOR and Design II	SCILLC
4-1999-05472	7/29/99	ON SEMICONDUCTOR and Design II	SCILLC
T9907666A	7/22/99	ON SEMICONDUCTOR and Design II	SCILLC
T9907667Z	7/22/99	ON SEMICONDUCTOR and Design II	SCILLC
393684	7/30/99	ON \SEMICONDUCTOR and Design II	SCILLC
393685	7/30/99	ON SEMICONDUCTOR and Design II	SCILLC
393686	7/30/99	ON SEMICONDUCTOR and Design II	SCILLC
393687	7/30/99	ON SEMICONDUCTOR and Design II	SCILLC
9914301	9/2/99	ON SEMICONDUCTOR and Design II	SCILLC
75/979,984	DIV.	ON SEMICONDUCTOR and Design II	SCILLC 9
99/13079	7/21/99	ON SEMICONDUCTOR and Design II	SCILLC
99/13080	7/21/99	ON SEMICONDUCTOR and Design II	SCILLC
99/13081	7/21/99	ON SEMICONDUCTOR and Design II	SCILLC
99/13082	7/21/99	ON SEMICONDUCTOR and Design II	SCILLC
861964	06/21/99	ON SEMICONDUCTOR	SCILLC
99-05696	06/28//99	ON SEMICONDUCTOR	SCILLC
99-05699	06/28/99	ON SEMICONDUCTOR	SCILLC
99-05700	06/28/99	ON SEMICONDUCTOR	SCILLC
99-05701	06/28/99	ON SEMICONDUCTOR	SCILLC
04539	06/24/99	ON SEMICONDUCTOR	SCILLC
T99/06242C		ON SEMICONDUCTOR	SCILLC
T99/06244Z	06/18/99	ON SEMICONDUCTOR	SCILLC
T99/06245H	06/18/99	ON SEMICONDUCTOR	SCILLC
00/20795	9/29/00	ON SEMICONDUCTOR	SCILLC
75/751,026	07/14/99	ON SEMICONDUCTOR	SCILLC 10

Schedule V to the Security Agreement

App/Reg. Number	Filing Date	Trademark	Owner	
75/979745	Div.	ON SEMICONDUCTOR	SCILLC	11
099/10743	06/18/99	ON SEMICONDUCTOR	SCILLC	
099/10744	06/18/99	ON SEMICONDUCTOR	SCILLC	
099/10745	06/18/99	ON SEMICONDUCTOR	SCILLC	
099/10746	06/18/99	ON SEMICONDUCTOR	SCILLC	
9900087849	7/28/99	ON and Design	SCILLC	
861966	6/21/99	ON and Design	SCILLC	
99-05698	6/24/99	ON and Design	SCILLC	
99-05694	6/24/99	ON and Design	SCILLC	
99-05697	6/24/99	ON and Design	SCILLC	
99-05695	6/24/99	ON and Design	SCILLC	
T99/06234B	6/18/99	ON and Design	SCILLC	
T99/06235J	6/18/99	ON and Design	SCILLC	
T99/06236I	6/18/99	ON and Design	SCILLC	
T99/06237G	6/18/99	ON and Design	SCILLC	
9911485	7/16/99	ON and Design	SCILLC	
75/979483	DIV.	ON and Design	SCILLC	12
099/10751	6/18/99	ON and Design	SCILLC	
099/10752	6/18/99	ON and Design	SCILLC	
099/10753	6/18/99	ON and Design	SCILLC	
099/10754	6/18/99	ON and Design	SCILLC	13
76/123470	9/7/00	ONNN	SCILLC ←	
2001031384	Convention filed 3/7/01	ON & Rendering of Three-Dimensional Design	SCILLC	
2001031385	Convention filed 3/7/01	ON & Rendering of Three-Dimensional Design	SCILLC	
2001031386	Convention filed 3/7/01	ON & Rendering of Three-Dimensional Design	SCILLC	
1928639	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC	
2001/03551	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC	
2001/03552	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC	
2001/03553	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC	
994350	Convention filed 3/5/01	ON & Rendering of Three-Dimensional Design	SCILLC	
2000-113820	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC	
45-2000-4428	9/15/00 non-convention	ON & Rendering of Three-Dimensional Design	SCILLC	
474,519	Convention filed 3/7/01	ON & Rendering of Three – Dimensional Design	SCILLC	
474,518	Convention filed 3/7/01	ON & Rendering of Three – Dimensional Design	SCILLC	
2000/17649	Convention filed 7/12/00	ON & Rendering of Three-Dimensional Design	SCILLC	
2000/17650	Convention filed 7/12/00	ON & Rendering of Three-Dimensional Design	SCILLC	
2000/17651	Convention filed 7/12/00	ON & Rendering of Three-Dimensional Design	SCILLC	
TO1/02961I	Convention	ON & Rendering of Three-Dimensional Design	SCILLC	

App/Reg. Number	Filing Date	Trademark	Owner
	filed 3/5/01		
TO1/02962G	Convention filed 3/5/01	ON & Rendering of Three-Dimensional Design	SCILLC
TO1/02963E	Convention filed 3/5/01	ON & Rendering of Three-Dimensional Design	SCILLC
POZ 3403-2000	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC
90-7410	Convention filed Appln. filed 3/6/01	ON & Rendering of Three-Dimensional Design	SCILLC
90-7411	Convention filed Appln. filed 3/6/01	ON & Rendering of Three-Dimensional Design	SCILLC
90-7412	Convention filed Appln. filed 3/6/01	ON & Rendering of Three-Dimensional Design	SCILLC

SUPPLEMENT NO. 2 dated as of May 5, 2002, to the Security Agreement dated as of August 4, 1999 as supplemented as of April 3, 2000 (the *"Security Agreement"*), by and among SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC, a Delaware limited liability company (the *"Borrower"*), ON SEMICONDUCTOR CORPORATION, a Delaware corporation (formerly known as SCG HOLDING CORPORATION, *"Holdings"* and, together with the Borrower and any Subsidiary becoming a party thereto pursuant to Section 5.12 of the Credit Agreement referred to below, the "*Grantors*") in favor of JPMORGAN CHASE BANK (formerly known as THE CHASE MANHATTAN BANK), a New York banking corporation, as collateral agent (in such capacity the "*Collateral Agent*") for the Secured Parties (as such term is defined below).

A. Reference is made to the Credit Agreement, dated as of August 4, 1999, as amended and restated as of April 3, 2000, as amended (the "*Credit Agreement*"), among the Borrower, Holdings, the Lenders party thereto, JPMorgan Chase Bank as administrative agent, collateral agent and syndication agent, and Credit Lyonnais New York Branch, Credit Suisse First Boston and Lehman Commercial Paper Inc., as co-documentation agents (the Lenders, the Issuing Bank, the Administrative Agent and the Collateral Agent, collectively, the "*Secured Parties*").

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

C. Section 4.12 (e) of the Security Agreement requires the Grantors to notify the Collateral Agent of all Collateral of any Grantor that has not been previously identified to the Collateral Agent. The Grantors have identified additional Collateral as set forth on the Schedules hereto. The undersigned Grantors are executing this Supplement in accordance with the requirements of the Security Agreement in order to facilitate a supplemental filing to be made by the Collateral Agent with the Copyright and the Patent and Trademark office.

Accordingly, the Collateral Agent and each of the Grantors agree as follows:

SECTION 1. Schedules II, III, IV and V of the Security Agreement is hereby supplemented by the information set forth in Schedules II, III, IV, and V hereto.

SECTION 2. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each of the Grantors and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Each of the Grantors hereby represents and warrants that the information set forth on Schedules II, III, IV and V attached hereto are true and correct.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. The Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

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

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC,

by _____

Name:
Title:

ON SEMICONDUCTOR CORPORATION,

by _____

Name:
Title:

SEMICONDUCTOR COMPONENTS INDUSTRIES OF RHODE ISLAND, INC.,

by _____

Name:
Title:

JPMORGAN CHASE BANK,
as Collateral Agent,

by

_____

Name:
Title:

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

SEMICONDUCTOR COMPONENTS, LLC,

by

Name:
Title:

ON SEMICONDUCTOR CORPORATION,

by

Name:
Title:

SEMICONDUCTOR COMPONENTS INDUSTRIES OF RHODE ISLAND, INC.,

by

Name:
Title:

JPMORGAN CHASE BANK,
as Collateral Agent,

by

Name: Edmond DeForest
Title: Vice President

COPYRIGHTS

Docket Number		Owner	Reg. #	Reg. Dt.	App.#	App.Dt.	Title
ONMW 00001	USA Y	SCI-LLC			1		Voltage Reference K16A
ONMW 00002	USA Y	SCI-LLC	MW 15-282	7/17/2000	2	7/6/2000	Boost Regulator No. 5174 Die No. 8354
ONMW 00003	USA Y	SCI-LLC	MW 15-251	7/17/2000	3	7/6/2000	Boost Regulator No. 5173, Die No. 8353
ONMW 00004	USA Y	SCI-LLC	MW 15-283	7/17/2000	4	7/6/2000	Boost Regulator No. 5172, Die No. 8352
ONMW 00005	USA Y	SCI-LLC	MW 15-250	7/17/2000	5	7/6/2000	Boost Regulator No. 5171, Die No. 8351
ONMW 00006	USA Y	ON Semiconductor Corporation	MW 15-318	8/28/2000	6	8/14/2000	Two Face Buck Controller with Integrated Gate Drive 4 bit D.A.C. No. 5302, Die No. 8411-1
ONMW 00007	USA Y	ON Semiconductor Corporation	MW 15-319	8/28/2000	7	8/14/2000	Three Face Buck Controller with Integrated Gate Drive 5 bit D.A.C. No. 5303, Die No. 7971-6
ONMW 00008	USA Y	ON Semiconductor Corporation	MW 15-320	8/28/2000	8	8/14/2000	Two Face Buck Controller with Integrated Gate Drive 5 bit D.A.C. No. 5322, Die No. 8412-1
ONMW 00009	USA Y	ON Semiconductor Corporation			ONMW 00009	1/12/2001	CURRENT MODULAR INTERFACE CONTROLLER NO. CS69131, DIE NO. 773-5
ONMW 00010	USA Y	ON Semiconductor Corporation			ONMW 00010	1/12/2001	INTERFACE CONTROL ASIC NO CS69132, DIE NO. 774-7
ONMW 00011	USA Y	ON Semiconductor Corporation			ONMW 00011	1/12/2001	ASIC TRANSMISSION RELAY OUTPUT NO 68138, DIE NO 789-7
ONMW 00012	USA Y	ON Semiconductor Corporation			ONMW 00012	1/12/2001	TRIPLE AIR CORE DRIVER NO CS4122, DIE NO. 839-1
ONMW 00013	USA Y	SCI-LLC	MW 7823	3/12/1992	MP00191P		100E101 4-Bit 4 Input OR/NOR Gate
ONMW 00014	USA Y	SCI-LLC	MW 7746	1/21/1992	MP00192P	1/21/1992	100E104 5-Bit 2 Input AND/NAND Gate
ONMW 00015	USA Y	SCI-LLC	MW 7747	1/21/1992	MP00193P		100E107 5-Bit 2 Input XOR/XNOR Gate
ONMW 00016	USA Y	SCI-LLC	MW 7730	2/5/1992	MP00216P	2/5/1992	100E166 9-Bit Magnitude Comparator
ONMW 00017	USA Y	SCI-LLC	MW 7824	3/12/1992	MP00219P		10E193 Error and Correction Circuit
ONMW 00018	USA Y	SCI-LLC	MW 7822	3/12/1992	MP00220P		100E193 Error and Detection Circuit
ONMW 00019	USA Y	SCI-LLC	MW 7744	1/21/1992	MP00227P		10E336 3-Bit Registered Cutoff BUS Transceiver 25-OHM CutoffOutputs
ONMW 00020	USA Y	SCI-LLC	MW 7745	1/21/1992	MP00228P	1/21/1992	100E336 3-Bit Registered Cutoff BUS Transceiver 25-OHM Cutoff Outputs
ONMW 00021	USA Y	SCI-LLC	MW 7177	6/28/1991	MP00230P		XC63615 Integrated Circuit
ONMW 00022	USA Y	SCI-LLC	MW 7176	6/28/1991	MP00231P		SC63633 Integrated Circuit
ONMW 00023	USA Y	SCI-LLC	MW 7178	6/28/1991	MP00232P		SC63635 Integrated Circuit
ONMW 00024	USA Y	SCI-LLC	MW 7175	6/28/1991	MP00233P		XC63645 Integrated Circuit

ONMW 00025	USA Y	SCI-LLC	MW 7731	2/5/1992	MP00255P		100E157 4-Bit INdividual Select 2:1 MUX
ONMW 00026	USA Y	SCI-LLC	MW 7727	2/5/1992	MP00257P		100E164 16:2 MUX
ONMW 00027	USA Y	SCI-LLC	MW 7726	2/5/1992	MP00258P	2/5/1992	10E175 - 9-BIT LATCH
ONMW 00028	USA Y	SCI-LLC	MW 7728	2/5/1992	MP00259P		100E175 - 9-BIT LATCH
ONMW 00029	USA Y	SCI-LLC	MW 7795	2/12/1992	MP00256P	8/9/1991	10E164 - 16:2 MUX
ONMW 00030	USA Y	SCI-LLC	MW 9-856	3/7/1994	MP00267P		XC6366OFN CLOCK CHIP INTEGRATED CIRCUIT
ONMW 00031	USA Y	ON Semiconductor Corporation			ONMW 00031	12/18/2000	Enhanced PWM Controller, ML-8641-0
ONMW 00032	USA Y	ON Semiconductor Corporation			ONMW 00032	12/18/2000	Two phase Buck Controller, ML-8413-0
ONMW 00033	USA Y	ON Semiconductor Corporation			ONMW 00033	12/18/2000	Enhanced PWM Controller, ML-8642-0
ONMW 00034	USA Y	ON Semiconductor Corporation			ONMW 00034	12/18/2000	Enhanced PWM Controller, ML-8643-0
ONMW 00035	USA Y	ON Semiconductor Corporation			ONMW 00035	12/18/2001	Enhanced PWM Controller, ML-8644-0
ONMW 00036	USA Y	ON Semiconductor Corporation			ONMW 00036	12/18/2000	Buck Regulator, ML-7241-8
ONMW 00037	USA Y	ON Semiconductor Corporation			ONMW 00037	12/18/2000	Buck Regulator, ML-7242-3
ONMW 00038	USA Y	ON Semiconductor Corporation			ONMW 00038	12/18/2000	Buck Regulator, ML-7243-2
ONMW 00039	USA Y	ON Semiconductor Corporation			ONMW 00039	12/18/2001	Buck Regulator, ML-7244-2
ONMW 00040	USA Y	ON Semiconductor Corporation			ONMW 00040	1/12/2001	CPU 5 BIT SYNCHRONOUS BUCK CONTROLLER DIE NO 859-1
ONMW 00041	USA Y	ON Semiconductor Corporation			ONMW 00041	3/28/2001	Dual Out-of-Phase Buck Controller with Current limit D7992-3
ONMW 00042	USA Y	ON Semiconductor Corporation			ONMW 00042	3/28/2001	Three Phase Buck Controller with Integrated Drivers and PowerGood D821
ONMW 00043	USA Y	ON Semiconductor Corporation			ONMW 00043	3/28/2001	Three Phase Buck Controller without Gate Drivers D8671-0
ONMW 00044	USA Y	ON Semiconductor Corporation			ONMW 00044		Dual Out-of-Phase Buck Controller with Current Limit D7993-1

Date Registered	Reg. #	Title	Owner	Date Sent	Status	Notes
09/09/1987	2987	CS-116-1	SCI-RI			
08/25/1986	1892	CS-117-6	SCI-RI			
08/25/1986	1887	CS-117-7	SCI-RI			
06/28/1985	1002	CS-235-3	SCI-RI			

06/28/1985	1001	CS-237-5	SCI-RI		
06/28/1985	1270	CS-241-5	SCI-RI		
08/25/1986	1890	CS-256	SCI-RI		
06/28/1985	998	CS-257-2	SCI-RI		
06/28/1985	1003	CS-261	SCI-RI		
06/28/1985	1004	CS-262	SCI-RI		
06/28/1985	1000	CS-266-V2	SCI-RI		
06/28/1985	999	CS-266-V4-1	SCI-RI		
08/25/1986	1886	CS-267-4	SCI-RI		
06/28/1985	1007	CS-268-2	SCI-RI		
08/25/1986	1893	CS-278-3	SCI-RI		
08/25/1986	1900	CS-279	SCI-RI		
03/11/1988	3502	CS-285-3	SCI-RI		
09/22/1988	4173	CS-291-1	SCI-RI		
08/25/1986	1899	CS-294	SCI-RI		
02/24/1987	2340	CS-308	SCI-RI		
08/25/1986	1888	CS-309	SCI-RI		
01/27/1987	2298	CS-310-2	SCI-RI		
03/11/1988	3501	CS-310-3	SCI-RI		
08/25/1986	1889	CS-312	SCI-RI		
05/01/1989	4617	CS-318	SCI-RI		
11/07/1988	4143	CS-320	SCI-RI		
10/06/1989	5285	CS-322	SCI-RI		
02/24/1987	2343	CS-326	SCI-RI		
05/23/1988	3847	CS-329-3	SCI-RI		
02/24/1987	2341	CS-330	SCI-RI		
02/24/1987	2342	CS-332-3	SCI-RI		
		CS-334	SCI-RI	03/21/1989 Delayed	letter of delay 5/5/89
03/11/1988	3497	CS-335	SCI-RI		
05/01/1989	5324	CS-341	SCI-RI		
07/06/1987	2748	CS-342	SCI-RI		
07/06/1987	2749	CS-343	SCI-RI		
09/22/1988	4174	CS-346	SCI-RI		
09/22/1988	4175	CS-347	SCI-RI		
		CS-348	SCI-RI	03/09/1988	
10/06/1989	5286	CS-353	SCI-RI		
05/04/1990	5925	CS-365	SCI-RI		
04/04/1989	4482	CS-403-2	SCI-RI		
12/26/1989	5547	CS-408	SCI-RI		
11/21/1989	5340	CS-409	SCI-RI		
10/30/1989	5258	CS-411-1	SCI-RI		
09/10/1991	8016	CS-414-2	SCI-RI		
05/01/1989	4616	CS-420-2	SCI-RI		
05/04/1990	5926	CS-429-1	SCI-RI		
		CS-430	SCI-RI	08/10/1988	
04/04/1989	4481	CS-431-1	SCI-RI		
10/06/1989	5284	CS-431-2	SCI-RI		
03/15/1991	7092	CS-434	SCI-RI		

TRADEMARK
REEL: 002556 FRAME: 0615

04/04/1989	4484	CS-437	SCI-RI		
04/04/1989	4483	CS-438	SCI-RI		
05/04/1990	5924	CS-441-1	SCI-RI		
04/08/1994	9-982	D-447-2	SCI-RI		first sent 2/16/94
07/24/1990	6132	CS-462-1	SCI-RI		
03/09/1992	7889	D-463-1	SCI-RI		
02/10/1993	8782	CS-463-2	SCI-RI		
06/03/1991	7090	CS-464-2	SCI-RI		
	7562	CS-466	SCI-RI	11/18/91	
11/25/1991	7561	CS-467	SCI-RI		
11/25/1991	7560	D-468	SCI-RI		
09/10/1991	7360	CS-474	SCI-RI		
06/03/1991	7089	D-484-1	SCI-RI		
03/09/1992	7887	D-485-1	SCI-RI		
02/10/1993	8794	D-504-5	SCI-RI		
02/10/1993	8791	D-513-3	SCI-RI		
01/24/1994	9-681	D-513-4	SCI-RI		
03/04/1994	9-767	D-522-1	SCI-RI		
		D-526-5	SCI-RI		nothing in file
02/08/1989	4426	CS-541-3	SCI-RI		
08/19/1995	11-003	D-565-2	SCI-RI		
	3-496	CS-570-1	SCI-RI	03/09/88	
11/14/1994	10-512	D-573	SCI-RI		
12/12/1995	11-487	D-577-1	SCI-RI		also labeled CSC015
09/08/1986	1948	CS-593-5	SCI-RI		
09/08/1986	1947	CS-594	SCI-RI		registered with CS595-5
09/08/1986	1947	CS-595-5	SCI-RI		registered with CS594
06/19/1995	11-001	D-597-4	SCI-RI		
12/12/1995	11-485	D-601-2	SCI-RI		also labeled CS8230
03/26/1996	12-068	D-629-1	SCI-RI		
03/03/1997	12-728	D-636-V0	SCI-RI		
03/03/1997	12-727	D-637-V1	SCI-RI		
03/03/1997	12-726	D-657-V2	SCI-RI		
08/25/1986	1898	CS-1009-1	SCI-RI		
08/25/1997	13-310	CS-1034	SCI-RI		also labeled D700
01/21/1998	13-777	CS-1044	SCI-RI		also labeled D677-3
06/12/1985	814	CS-1101	SCI-RI		
		CS-1107	SCI-RI	03/12/99 Pending	also labeled D7152-0
02/16/1999	14-381	CS-1108	SCI-RI		also labeled D7151-1
		CS-1124	SCI-RI	09/03/99 Pending	also labeled

TRADEMARK
REEL: 002556 FRAME: 0616

						D729
06/12/1985	823	CS-1406	SCI-RI			
03/11/1985	3498	CS-1708-1	SCI-RI			
06/12/1985	817	CS-2031	SCI-RI			
06/14/1985	803	CS-2032	SCI-RI			
08/02/1993	9058	CS-2037-A	SCI-RI			
12/07/1998	14-315	CS-2064	SCI-RI			also labeled D720-4
06/12/1985	822	CS-2510	SCI-RI			
06/14/1985	804	CS-2511	SCI-RI			
		CS-2512	SCI-RI	06/28/1985		
		CS-2515	SCI-RI	06/28/1985		
08/14/1985	806	CS-2804	SCI-RI			
06/12/1985	815	CS-2805	SCI-RI			
06/12/1985	813	CS-3102	SCI-RI			
06/12/1985	820	CS-3208	SCI-RI			
06/12/1985	811	CS-3210	SCI-RI			
06/14/1985	805	CS-3213	SCI-RI			
06/12/1985	825	CS-3215-A	SCI-RI			
06/12/1985	816	CS-3216	SCI-RI			
06/12/1985	829	CS-3217	SCI-RI			
06/12/1985	818	CS-3218	SCI-RI			
06/12/1985	826	CS-3219	SCI-RI			
06/12/1985	828	CS-3220	SCI-RI			
06/12/1985	808	CS-3221	SCI-RI			
06/28/1985	1006	CS-3470-4	SCI-RI			
06/28/1985	1008	CS-3484-V2-2	SCI-RI			
06/28/1985	1005	CS-3484-V4-2	SCI-RI			
06/12/1985	807	CS-3602	SCI-RI			
06/12/1985	810	CS-3603	SCI-RI			
06/12/1985	830	CS-3604-A	SCI-RI			
06/12/1985	821	CS-3605	SCI-RI			
06/12/1985	827	CS-3606	SCI-RI			
06/12/1985	824	CS-3607	SCI-RI			
06/12/1985	809	CS-3608	SCI-RI			
		CS-3609	SCI-RI	06/28/1985		
06/12/1985	819	CS-3612	SCI-RI			
03/05/1987	2408	CS-3841	SCI-RI			
03/11/1988	3500	CS-3841-1	SCI-RI			
02/10/1993	8793	D-3841-2	SCI-RI			
03/05/1987	2407	CS-3843-2	SCI-RI			
03/11/1988	3499	CS-3843-4	SCI-RI			
12/09/1993	9-581	CS-3845-B	SCI-RI			also labeled D552
06/12/1985	812	CS-4002	SCI-RI			
		CS-4044	SCI-RI		Pending	also labeled Die 742-2
		CS-4124	SCI-RI	03/10/1998		also labeled D557-3

02/10/1993	8796	CS-4151		SCI-RI		
06/20/1988	3873	CS-4294		SCI-RI		
03/04/1994	9-768	D-4711		SCI-RI		
03/28/1994	9-870	D-4791-6		SCI-RI		
03/28/1994	9-871	D-4792		SCI-RI		
03/09/1992	7888	CS-4881-2		SCI-RI		
03/28/1996	12-053	CS-5014-2		SCI-RI		
09/19/1997	13-390	CS-5054		SCI-RI		also labeled D627-5
01/08/1998	13-630	CS-5106		SCI-RI		also labeled D4-685G-1
12/02/1997	13-546	CS-5111		SCI-RI		also labeled Die 600-7
04/21/1998	13-857	CS-5127		SCI-RI		also labeled Die 5753-0
01/08/1998	13-598	CS-5185		SCI-RI		also labeled D7111-0
04/02/1998	13-796	CS-5188		SCI-RI		also labeled Die 4-7112-0
			5170	SCI-RI	09/22/1999 Pending	also labeled D7191-4
11/04/1997	13-585	CS-5201-1		SCI-RI		also labeled D687
11/04/1997	13-559	CS-5201-3		SCI-RI		also labeled Die 6873T-1
10/15/1997	13-544	CS-5202-4		SCI-RI		also labeled Die 5202-4
11/04/1997	13-584	CS-5203-1		SCI-RI		also labeled Die 6872T-1
11/10/1998	14-314	CS-5203-3DP3		SCI-RI		also labeled Die 4-6874-0
07/30/1997	13-293	CS-5207-A1		SCI-RI		also labeled D684
11/14/1994	10-510	D-5311-1		SCI-RI		
11/14/1994	10-509	D-5312-1		SCI-RI		
11/14/1994	10-508	D-5401-3		SCI-RI		
04/17/1995	10-961	D-5401-4		SCI-RI		
06/19/1995	11-002	D-5521		SCI-RI		
11/14/1994	10-511	D-5541		SCI-RI		
08/25/1986	1891	CS-5560-4		SCI-RI		
09/22/1986	1981	CS-5561-4		SCI-RI		
03/11/1988	3504	CS-5561-6		SCI-RI		
10/15/1996	12-400	D-5594		SCI-RI		
10/30/1995	11-360	D-5621-2		SCI-RI		
10/30/1995	11-440	D-5623-1		SCI-RI		
10/30/1995	11-361	D-5626-1		SCI-RI		
04/17/1995	10-854	D-5751-1		SCI-RI		
04/17/1995	10-962	D-5752-1		SCI-RI		
10/30/1995	11-382	D-5831		SCI-RI		

10/30/1995	11-358	D-5832	SCI-RI			
02/09/1996	11-645	D-6101-3	SCI-RI			also labeled CS8251
10/15/1996	12-401	D-6611	SCI-RI			
05/20/1998	13-906	CS-8164	SCI-RI			also labeled D5153T-1
02/10/1993	8795	CS-8190	SCI-RI			also labeled D471-5
03/04/1994	9-766	CS-8191	SCI-RI			
12/09/1993	9-580	CS-8240	SCI-RI			
12/09/1993	9-579	CS-8334	SCI-RI			also labeled D561
11/04/1997	13-583	CS-9002	SCI-RI			also labeled Die 703K-1
		CS-9201	SCI-RI		Pending	Die 7581-3
		CS-9202	SCI-RI		Pending	Die 7582-2
08/25/1986	1894	CS-34017-1	SCI-RI			
08/25/1986	1896	CS-34017-2	SCI-RI			
08/25/1986	1897	CS-34017-3	SCI-RI			
08/25/1986	1895	CS-34017-4	SCI-RI			
		CS-41009-2	SCI-RI	03/09/1988		
05/13/1998	13-891	CS-51021	SCI-RI			also labeled Die 4-6991-3
05/13/1998	13-903	CS-51022	SCI-RI			also labeled Die 4-6992-4
05/13/1998	13-889	CS-51023	SCI-RI			also labeled Die 4-6993-3
05/13/1998	13-890	CS-51024	SCI-RI			also labeled Die 4-6994-3
01/08/1998	13-599	CS-51031	SCI-RI			also labeled D695G-1
01/08/1998	13-599	CS-51033	SCI-RI			also labeled D695G-1
11/17/1998	14-288	CS-51254	SCI-RI			also labeled D4-7181G-1
01/13/1999	14-368	CS-51313	SCI-RI			also labeled 51313/11/12
11/04/1997	13-559	CS-52015-3	SCI-RI			also labeled Die 6873T-1
06/01/1999	14-614	CS-5231-3	SCI-RI			Die 7921T-3
09/30/1998	14-205	CS5132DW24	SCI-RI			DIE - 747-1
06/01/1999	14-631	CS51221	SCI-RI			Die 4-7331G-2
06/14/1999	14-748	CS4044	SCI-RI			Die 742-2
09/10/1999	14-789	CS1124	SCI-RI			(D729)
09/10/1999	14-834	CS8361	SCI-RI			(D7521-4)
08/22/1999	14-835	CS51227	SCI-RI			(D7191-4)
10/29/1999	14-899	5170	SCI-RI			
04/03/2000	15-132	CS41154	SCI-RI			D7851-2
01/03/2000	15-133	CS8481	SCI-RI			DIE 6345T-0

01/03/2000	15-134	CS69153	SCI-RI		DIE 762-2
04/03/2000	15-145	CS2001	SCI-RI		(D7711-2)
04/03/2000	15-146	CS9201	SCI-RI		D7561-4
04/03/2000	15-147	CS9202	SCI-RI		D7562-3
		CS-69153	SCI-RI	Pending	Copy of receipt in file

LICENSES

Company	Title of Agreement or Item	Effective Date
Texas Instruments Incorporated	Agreement	August 1, 1978
Bose Corporation	Licensing Agreement	January 1, 1987
LSI Logic Corporation	Patent License Agreement	August 1, 1990
Chrysler Corporation	License Agreement for use of Patent No. 4,736,367	October 1, 1990
IBM Corporation	Agreement	March 1, 1993
Philips Electronics N.V.	License Agreement	January 1, 1994
Chrysler Corporation	License Agreement for use of Patent No. 4,736,367	December 11, 1994
Microsemi	Motorola – Microsemi Technology Agreeement	February 26, 1996
Vitelic (H.K.) Limited	Technology Transfer and Contract Products Supply Agreement	May 26, 1996
Raychem	Joint Development Agreement	April 30, 1997
Stanford University	Nonexclusive Patent Agreement	May 9, 1997
Switch Power Inc.	Alliance and License Agreement	July 30, 1997
Gain Technology Corporation	Gain Technology & Cherry Semiconductor 3-Year Contract for the Development of Integrated Circuit Devices	November 24, 1998
Lemelson Medical, Education and Research Foundation	Licensing Agreement	June 22, 1999
Motorola, Inc.	Amended and Restated Intellectual Property Agreement	August 4, 1999
International Rectifier Corp.	Settlement and License Agreement	January 1, 2000
Integrated Circuit Designs, Inc	Integrated Circuit Designs, Inc. & Cherry Semiconductor 3-Year Contract for the Development of Integrated Circuit Devices	January 17, 2000
Advanced Technological Development	Advanced Technological Development & Cherry Semiconductor 3-Year Contract for the Development of Integrated Circuit Devices	April 1, 2000
Siliconix Inc.	License Agreement	May 7, 2000
Zilog, Inc	Manufacturing License and Product Purchase Agreement	August 30, 2000
Lite-on Semiconductor Corporation	Supplement 02: License Agreement	October 8, 2001
National Semiconductor Corp.	License Agreement	January 9, 2002
Tak Cheong Electronics (Holdings) Co., Ltd.	Double Slug License Agreement	February 1, 2002
Philips Electronics N.V.	Letter dated September 7 1993	

PATENTS

PAT.#	APPLN.#	TITLE	ASSIGNEE
	08/755926	SEMICONDUCTOR DEVICE AND METHO D OF MAKING	SCI LLC
	08/811414	ADAPTIVE EQUALIZATION CIRCUIT AND METHOD	SCI LLC
	09/179739	INSULATED GATE BIPOLAR TRANSISTOR	SCI LLC
	09/210698	POWER CONVERTER CIRCUIT AND ME THOD FOR CONTROLLING	SCI LLC
	09/317348	CIRCUIT AND METHOD FOR PROTECT ING A SWITCHING POWER SUPPLY F ROM A FAULT	SCI LLC
	09/425623	SEMICONDUCTOR DEVICE WITH A SINGLE BASE REGION AND METHOD THEREFOR	SCI LLC
	09/431024	VOLTAGE REGULATION EMPLOYING A COMPOSITE FEEDBACK SIGNAL	SWITCH POWER INC & SCI LLC
	09/537319	SWITCHING REGULATOR CONTROL CIRCUIT WITH PROACTIVE TRANSIENT RESPONSE	SCI OF RHODE ISLAND, INC.
	09/580324	CIRCUIT AND METHOD FOR A PULSE WIDTH MODULATED CONTROLLER IN A SWITCHING POWER	SCI LLC
	09/580560	LOW VOLTAGE OUTPUT DRIVE CIRCUIT	SCI LLC
	09/608928	PRIMARY SIDE CONTROLLER FOR CONSTANT CURRENT, CONSTANT VOLTAGE OUTPUT	SCI LLC
	09/633773	LOW VOLTAGE ACMOS REFERENCE WITH IMPROVED PSRR	SCI LLC
	09/636646	VERTICALLY INSULATED POWER MOSFET	SCI LLC
	09/637206	TRANSIENT VOLTAGE SUPPRESSOR CONTROLLED BY TEMPERATURE COMPENSATED DIODE	SCI LLC
	09/649368	TRENCH MOSFET WITH INCREASED CHANNEL DENSITY	SCI LLC
	09/649782	METHOD OF MANUFACTURING A SEMICONDUCTOR COMPONENT AND SEMICONDUCTOR COMPONENT	SCI LLC
	09/654705	CIRCUIT AND METHOD OF OPERATING BOTTOM SUPPLY RAIL REFERENCED EMITTER COUPLED LOGIC	SCI LLC
	09/677609	CIRCUIT AND METHOD OF CAPACITOR COUPLED LEVEL SHIFTER	SCI LLC
	09/677610	LOGIC CIRCUIT WITH OUTPUT HIGH VOLTAGE BOOST AND MEHTOD OF USING	SCI LLC
	09/690145	CIRCUIT AND METHOD OF DIRECT DUTY CYCLE CURRENT SHARING	SCI LLC
	09/690876	LOW THRESHOLD COMPACT MOS DEVICE WITH CHANNEL REGION FORMED BY OUTDIFFUSION OF TWO	SCI LLC
	09/699104	CIRCUIT AND METHOD OF A THREE STATE PHASE FREQUENCY LOCK DETECTOR	SCI LLC
	09/702604	PIN PROGRAMMABLE REFERENCE	SCI LLC
	09/705274	TRENCH GROWTH TECHNIQUES USING SELECTIVE EPITAXY	SCI LLC
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	09/710786	ASSEMBLY LINE AND METHOD FOR MANUFACTURING AN ELECTRONIC DEVICE PACKAGE	SCI LLC
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09/798546	SEMICONDUCTOR DEVICE AND METHOD	SCI LLC
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09/802726	SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURE	SCI LLC
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	10/072145	SEMICONDUCTOR DEVICE AND METHOD OF PROVIDING REGIONS OF LOW SUBSTRATE	SCI LLC
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	4553106	593165	IMPROVED OUTPUT STAGE FORAN OPERATIONAL AMPLIFIER	SCI LLC
	4553084	595764	CURRENT SENSING CIRCUIT	SCI LLC
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	4716510	859690	AUTOMATIC RESTART CIRCUI T FOR A SWITCHING POWER SUPPLY	SCI LLC
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5110761	478852	FORMED TOP CONTACT FOR NON-FLA T SEMICONDUCTOR DEVICES	SCI LLC
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5006975 07/431598		POWER FACTOR CORRECTION CIRCUIT	SCI OF RHODE ISLAND, INC.
5060047	630804	HIGH VOLTAGE SEMICONDUCTOR DEV ICE	SCI LLC
5008736	438382	THERMAL PROTECTION METHOD FOR A POWER DEVICE	SCI LLC
5119148	642717	FAST DAMPER DIODE AND METHOD	SCI LLC
5059826	443790	VOLTAGE TRESHOLD GENERATOR FOR USE IN DIODE LOAD EMITTER COU PLED LOGIC CIRCUITS	SCI LLC
4994758	450954	ALPHA ENHANCEMENT OF A TRANSIS TOR USING B ASE CURRENT FEEDBA CK TO THE EMITTER	SCI LLC
4958122	452080	CURRENT SOURCE REGULATOR	SCI LLC
4978636	456913	METHOD OF MAKING A SEMICONDUCT OR DIODE	SCI LLC
5066991	570200	METHOD OF MAKING A SEMICONDUCT OR DIODE	SCI LLC
5130262	704683	INTERNAL CURRENT LIMIT AND OVE R VOLTAGE PROTECTION METHOD	SCI LLC
5000827	459892	METHOD AND APPARATUS FOR ADJUS TING PLATING SOLUTION FLOW CHA RACTERISTICS AT	SCI LLC
5032878	459506	HIGH VOLTAGE PLANAR EDGE TERMI NATION USING A PUNCH-THROUGH R ETARDING IMPLANT	SCI LLC
5075739	660485	HIGH VOLTAGE PLANAR EDGE TERMI NATION USING A PUNCH-THROUGH R ETARDING IMPLANT	SCI LLC
4980791	474908	UNIVERSAL POWER SUPPLY MONITOR CIRCUIT	SCI LLC
5005061	474889	AVALANCHE STRESS PROTECTED SEM ICONDUCTOR DEVICE HAVING VARIA BLE INPUT	SCI LLC
5115369	637719	AVALANCHE STRESS PROTECTED SEM ICONDUCTOR DEVICE HAVING VARIA BLE INPUT	SCI LLC
4990863	481268	AMPLIFIER OUTPUT STAGE	SCI LLC
4967336	484946	HIGH VOLTAGE BRIDGE INTERFACE FOR AC AND BRUSHLESS DC MOTOR CONTROL	SCI LLC
5077594	494652	INTEGRATED HIGH VOLTAGE TRANSI STORS HAVING MINIMUM TRANSISTO R TO TRANSISTOR	SCI LLC
5192901 07/494605		SHORT CIRCUIT PROTECTION	SCI OF RHODE ISLAND, INC.
5005069	516656	IMPROVED RECTIFIER AND METHOD	SCI LLC
5045964	516952	THERMAL CLAMP FOR AN IGNITION COIL DRIVER	SCI LLC
4980581	526267	DIFFERENTIAL ECL BUS TRI-STATE DETECTION RECEIVER	SCI LLC
5038057	529833	AN ECL TO CMOS LOGIC TRANSLATO R	SCI LLC

5034705	07/530815	POWER UP AND OSCILLATOR CIRCUIT USING A SINGLE CAPACITOR	SCI OF RHODE ISLAND, INC.
5012126	533206	HIGH SPEED CMOS MULTIPLEXER HA VING REDUCED PROPAGATION DELAY	SCI LLC
5063311	533231	PROGRAMMABLE DELAY CIRCUIT FOR DIGITAL INTEGRATED CIRCUITS	SCI LLC
5015942	07/534770	POWER FACTOR CORRECTION CIRCUIT	SCI OF RHODE ISLAND, INC.
5001370	547257	HIGH SPEED ECL TO TTL TRANSLAT OR HAVING A NON-SCHOTTKY CLAMP FOR THE OUTPUT	SCI LLC
5029295	546636	BANDGAP VOLTAGE REFERENCE USIN G A POWER SUPPLY INDEPENDENT C URRENT SOURCE	SCI LLC
5141887	687192	LOW VOLTAGE DEEP JUNCTION DEVI CE AND METHOD	SCI LLC
5059921	558927	AMPLIFIER HAVING TWO OPERATING MODES	SCI LLC
5059827	560916	ECL CIRCUIT WITH LOW VOLTAGE/F AST PULL-DOWN	SCI LLC
5237183	450507	HIGH REVERSE VOLTAGE IGT	SCI LLC
5066359	577183	METHOD FOR PRODUCING SEMICONDU CTOR DEVICES HAVING BULK DEFEC TS THERIN	SCI LLC
5079453	577350	SLOPE COMPENSATION CIRCUIT FOR STABILIZING CURRENT MODE CONV ERTERS	SCI LLC
5057709	607961	A CURRENT THRESHOLD DETECTOR C IRCUIT	SCI LLC
5059923	07/607962	FRACTIONAL LOAD CURRENT DETECTOR	SCI LLC
5038058	609560	BICMOS TTL OUTPUT DRIVER	SCI LLC
5103148	609540	LOW VOLTAGE CIRCUIT TO CONTROL HIGH VOLTAGE TRANSISTOR	SCI LLC
5141889	715864	METHOD OF MAKING ENHANCED INSU LATED GATE BIPOLAR TRANSISTOR	SCI LLC
5089427	620698	SEMICONDUCTOR DEVICE AND METHO D	SCI LLC
5119000	660185	LOW NOISE MOTOR DRIVE CIRCUIT	SCI LLC
5148061	661152	ECL TO CMOS TRANSLATION AND LA TCH LOGIC CIRCUIT	SCI LLC
5291075	590997	FAULT DETECTION CIRCUIT	SCI LLC
5120998	664896	SOURCE TERMINATED TRANSMISSION LINE DRIVER	SCI LLC
5183769	696405	VERTICAL CURRENT FLOW SEMICOND UCTOR DEVICE UTILIZING WAFER B ONDING	SCI LLC
5223732	706498	INSULATED GATE SEMICONDUCTOR D EVICE WITH REDUCED BASE-TO-SOU RCE ELECTRODE	SCI LLC
5073850	709471	START CIRCUIT FOR A POWER SUPP LY CONTROL INTEGRATED CIRCUIT	SCI LLC
5155052	715286	VERTICAL FIELD EFFECT TRANSIST OR WITH IMPROVED CONTROL OF LO W RESISTIVITY REGION	SCI LLC
5323059	966822	VERTICAL CURRENT FLOW SEMICOND UCTOR DEVICE UTILIZING WAFER B ONDING	SCI LLC
5178370	740267	CONDUCTIVITY MODULATED INSULAT ED GATE SEMICONDUCTOR DEVICE	SCI LLC
5111381	743955	H-BRIDGE FLYBACK RECIRCULATOR	SCI LLC
5257155	749020	SHORT-CIRCUIT PROOF FIELD EFFE CT TRANSISTOR	SCI LLC
5140280	753129	RAIL-TO-RAIL OUTPUT STAGE OF A N OPERATIONAL AMPLIFIER	SCI LLC
5153529	753128	RAIL-TO-RAIL INPUT STAGE OF AN OPERATIONAL AMPLIFIER	SCI LLC
5289028	787166	HIGH POWER SEMICONDUCTOR DEVIC E WITH INTEGRAL ON-STATE VOLTA GE DETECTION	SCI LLC
5266831	790795	EDGE TERMINATION STRUCTURE	SCI LLC
5365099	08/202856	SEMICONDUCTOR DEVICE HAVING HIGH ENERGY SUSTAININGCAPABILITY AND A TEMPERA TURE	SCI LLC
5204562	800320	TURN OFF DELAY REDUCTION CIRCU IT AND METHOD	SCI LLC
5285346	806197	CURRENT DRIVER CONTROL CIRCUIT FOR A POWER DEVICE	SCI LLC
5382841	07/812146	SWITCHABLE ACTIVE BUS TERMINAT ION CIRCUIT	SCI LLC
5341038	07/825977	ERROR DETECTOR CIRCUIT FOR INDICATION OF LOW SUPPLY VOLTAGE	SCI OF RHODE ISLAND, INC.

5150176	834746	PN JUNCTION SURGE SUPPRESSOR S TRUCTURE WITH MOAT	SCI LLC
5266515	844077	FABRICATING DUAL GATE THIN FIL M TRANSISTORS	SCI LLC
5327016	864102	LOAD CONTROL CIRCUIT INCLUDING AUTOMATIC AC/DC DISCERNMENT	SCI LLC
5204639	873855	MILLER LOOP COMPENSATION NETWORK WITH CAPACITANCE DRIVE	SCI LLC
5266884	07/878714	THRESHOLD CONTROLLED CIRCUIT WITH ENSURED HYSTERESIS PRECEDENCE	SCI OF RHODE ISLAND, INC.
5359281	895067	QUICK-START AND OVERVOLTAGE PR OTECTION FOR A SWITCHING REGUL ATOR CIRCUIT	SCI LLC
5343141	07/896049	TRANSISTOR OVERCURRENT PROTECTION CIRCUIT	SCI OF RHODE ISLAND, INC.
5281832	902251	BIDIRECTIONAL TWO-TERMINAL THY RISTOR	SCI LLC
5428287	08/304425	THERMALLY MATCHED CURRENT LIMIT CIRCUIT	SCI OF RHODE ISLAND, INC.
5434442	884319	FIELD PLATE AVALANCHE DIODE	SCI LLC
5270585	919324	OUTPUT DRIVER STAGE WITH TWO T IER CURRENT LIMIT PROTECTION	SCI LLC
5294824	922718	HIGH VOLTAGE TRANSISTOR HAVING REDUCED ON-RESISTANCE	SCI LLC
5311147	966486	HIGH IMPEDANCE OUTPUT DRIVER S TAGE AND METHOD THEREFOR	SCI LLC
5285170	983357	OPERATIONAL AMPLIFIER WITH ALL NPN TRANSISTOR OUTPUT STAGE	SCI LLC
5286660	996747	METHOD FOR DOPING A SEMICONDUC TOR WAFER HAVING A DIFFUSION E NHANCEMENT REGION	SCI LLC
5373201	08/012195	POWER TRANSISTOR	SCI LLC
5327100	08/024142	NEGATIVE SLEW RATE ENHANCEMENT CIRCUIT FOR AN OPERATIONAL AM PLIFIER	SCI LLC
5424897	08/043948	THREE LEADED PROTECTED POWER D EVICE HAVING VOLTAGE INPUT	SCI LLC
5378928	52962	PLASTIC ENCAPSULATED MICROELEC TRONIC DEVICE AND METHOD	SCI LLC
5397716	55581	METHOD OF FORMING AN INSULATED GATE SEMICONDUCTOR DEVICE AND DEVICE FORMED	SCI LLC
5504351	08/348413	AN INSULATED GATE SEMICONDUCTO R DEVICE	SCI LLC
5523629	08/278205	PLASTIC ENCAPSULATED MICROELEC TRONIC DEVICE	SCI LLC
5371415	08/078096	TWO STAGE GATE DRIVE CIRCUIT F OR A FET	SCI LLC
5345101	08/082643	HIGH VOLTAGE SEMICONDUCTOR STR UCTURE AND METHOD	SCI LLC
5535510	08/459142	PLASTIC ENCAPSULATED MICROELEC TRONIC DEVICE AND METHOD	SCI LLC
5418674	95573	MULTI-LEAD PROTECTED POWER DEV ICE HAVING CURRENT AND BOOT-ST RAP INPUTS	SCI LLC
5712581	08/576270	FULL DIFFERENTIAL DATA QUALIFI CATION CIRCUIT FOR SENSING A L OGIC STATE	SCI LLC
5361048	08/113007	PULSE WIDTH MODULATOR HAVING A DUTY CYCLE PROPORTIONAL TO TH E AMPLITUDE OF AN	SCI LLC
5391945	08/125729	CIRCUIT AND METHOD FOR PROVIDI NG PHASE SYNCHRONIZATION OF EC L AND TTL/CMOS	SCI LLC
5408138	08/130892	FLIP FLOP CIRCUIT AND METHOD T HEREFOR	SCI LLC
5563437	839413	SEMICONDUCTOR DEVICE HAVING A LARGE SENSE VOLTAGE	SCI LLC
5477175	08/140944	OFF-LINE BOOTSTRAP STARTUP CIR CUIT	SCI LLC
5396097	08/272899	TRANSISTOR WITH COMMON BASE RE GION	SCI LLC
5361001	08/160762	CIRCUIT AND METHOD OF PREVIEWI NG ANALOG TRIMMING	SCI LLC
5376875	08/160764	BATTERY CHARGER STATUS MONITOR CIRCUIT AND METHOD THEREFOR	SCI LLC
5422559	08/161627	PULSED BATTERY CHARGER CIRCUIT	SCI LLC
5444395	08/161559	NON-SATURATING BIPOLAR TRANSIS TOR CIRCUIT	SCI LLC
5583348	801249	METHOD FOR MAKING A SCHOTTKY D IODE THAT IS COMPATIBLE WITH H IGH PERFORMANCE	SCI LLC

	COMPATIBLE WITH H IGH PERFORMANCE	
5390101 08/177689	FLYBACK POWER SUPPLY HAVING A VCO CONTROLLED SWITCHING RATE	SCI LLC
5521488 08/179633	VOLTAGE REGULATOR AND METHOD T HEREFOR	SCI LLC
5418496 08/192521	SERIAL DATA CLOCK RECOVERY CIR CUIT USING DUAL OSCILLATOR CIR CUIT	SCI LLC
5451806 08/205238	METHOD AND DEVICE FOR SENSING SURFACE TEMPERATURE OF AN INSU LATED GATE	SCI LLC
5432466 08/220480	CIRCUIT AND METHOD FOR TRANSLA TING AN ECL SIGNAL TO A TTL SI GNAL	SCI LLC
5434523 08/223186	CIRCUIT AND METHOD FOR ADJUSTI NG A PULSE WIDTH OF A SIGNAL	SCI LLC
5631187 08/188975	METHOD FOR MAKING SEMICONDUCTO R DEVICE HAVING HIGH ENERGY SU STAINING	SCI LLC
5581118 08/493945	ELECTRONIC SURFACE MOUNT DEVIC E AND METHOD FOR MAKING	SCI LLC
5610495 08/262305	CIRCUIT AND METHOD OF MONITORI NG BATTERY CELLS	SCI LLC
5422600 08/264290	AMPLIFIER CIRCUIT WITH CHARGE PUMP SUPPLYING A DIFFERENTIAL TRANSISTOR PAIR	SCI LLC
5486718 08/270281	HIGH VOLTAGE PLANAR EDGE TERMI NATION STRUCTURE AND METHOD OF MAKING SAME	SCI LLC
5714396 08/529384	METHOD OF MAKING A HIGH VOLTAG E PLANAR EDGE TERMINATION STRU CTURE	SCI LLC
5578950 08/272257	LOW VOLTAGE INDICATOR WITH A SELF-BIASED DRIVER CIRCUIT	SCI OF RHODE ISLAND, INC.
5467047 08/275551	POWER TRANSISTOR RAPID TURN OF F CIRCUIT FOR SAVING POWER	SCI LLC
5548285 08/276373	CIRCUIT AND METHOD OF INDICATI NG DATA HOLD-TIME	SCI LLC
5504448 08/283929	CIRCUIT LIMIT SENSE CIRCUIT AN D METHOD FOR CONTROLLING A TRA NSISTOR	SCI LLC
5597758 08/283437	METHOD FOR FORMING AN ELECTROSTATIC DISCHARGE PROTECTION DEV ICE	SCI LLC
5471167 08/285466	CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT	SCI LLC
5460986 08/297075	PROCESS FOR MAKNG A POWER MOSF ET DEVICE AND STRUCTURE	SCI LLC
5563594 08/298715	CIRCUIT AND METHOD OF TIMING D ATA TRANSFERS	SCI LLC
5663667 8/697038	SWITCHED LEADING EDGE REPLACEMENT FOR CURRENT SENSE SIGNAL	SCI OF RHODE ISLAND, INC.
5500377 08/300905	METHOD OF MAKING SURGE SUPPRES SOR SWITCHING DEVICE	SCI LLC
5502370 08/300545	POWER FACTOR CONTROL CIRCUIT H AVING A BOOST CURRENT FOR INCR EASING A SPEED OF A	SCI LLC
5500624 08/333466	INPUT STAGE FOR CMOS OPERATION AL AMPLIFIER AND METHOD THEREO F	SCI LLC
5498988 08/345655	LOW POWER FLIP-FLOP CIRCUIT AN D METHOD THEREFOR	SCI LLC
5471174 08/349578	AMPLIFIER HAVING AN OUTPUT STA GE WITH BIAS CURRENT CANCELLAT ION	SCI LLC
5510735 08/368408	COMPARATOR CIRCUIT	SCI LLC
5552742 08/387690	CIRCUIT FOR CONTROLLING CURREN T FLOW BETWEEN TWO NODES	SCI LLC
5703389 08/393772	VERTICAL IGFET CONFIGURATION H AVING LOW ON-RESISTANCE AND ME THOD	SCI LLC
5654562 08/398265	LATCH RESISTANT INSULATED GATE SEMICONDUCTOR DEVICE	SCI LLC
5818201 08/814684	CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL	SCI LLC
5530284 08/398830	SEMICONDUCTOR LEADFRAME STRUCT COMPATIBLE WITYH DIFFERING BON D WIRE MATERIALS	SCI LLC
5557842 08/452754	METHOD OF MANUFACTURING A SEMI CONDUCTOR LEADFRAME STRUCTURE	SCI LLC

5536958 08/433883	SEMICONDUCTOR DEVICE HAVING HI GH VOLTAGE PROTECTION CAPABILI TY	SCI LLC
5777373 08/767438	SEMICONDUCTOR STRUCTURE WITH F IELD-LIMITING RINGS AND METHOD FOR MAKING	SCI LLC
5589408 08/498158	METHOD OF FORMING AN ALLOYED D RAIN FIELD EFFECT TRANSISTOR A ND DEVICE FORMED	SCI LLC
5598086 08/510999	PEAK VOLTAGE AND PEAK SLOPE DE TECTOR FOR A BATTERY CHARGER C IRCUIT	SCI LLC
5666046 08/518768	REFERENCE VOLTAGE CIRCUIT HAVI NG A SUBSTANTIALLY ZERO TEMPER ATURE COEFFICIENT	SCI LLC
5886400 08/963322	SEMICONDUCTOR DEVICE HAVING AN INSULATING LAYER AND METHOD FO R MAKING	SCI LLC
5684663 08/536876	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT	SCI LLC
5675268 08/538522	OVERCURRENT DETECTION CIRCUIT FOR A POWER MOSFET AND METHOD THEREFOR	SCI LLC
5646503 08/539207	METHOD FOR BALANCING POWER SOU RCES AND STRUCTURE THEREFOR	SCI LLC
5616971 08/539900	POWER SWITCHING CIRCUIT	SCI LLC
5949124 08/999889	EDGE TERMINATION STRUCTURE	SCI LLC
5629536 08/560774	HIGH VOLTAGE CURRENT LIMITER A ND METHOD FOR MAKING	SCI LLC
5751025 08/778432	HIGH VOLTAGE CURRENT LIMITER A ND METHOD FOR MAKING	SCI LLC
5851928 08/562865	METHOD OF ETCHING A SEMICONDUC TOR SUBSTRATE	SCI LLC
5627494 08/566748	HIGH-SIDE CURRENT SENSE AMPLIF IER	SCI LLC
5578841 08/573979	VERTICAL MOSFET DEVICE HAVING FRONTSIDE AND BACKSIDE CONTACT S	SCI LLC
5751061 08/573844	SEMICONDUCTOR DIODE DEVICE WITH NON-PLANAR HEATSINK AND METHOD OF MANUFACTURE	SCI LLC
5908316 08/573843	METHOD OF PASSIVATING A SEMICO NDUCTOR SUBSTRATE	SCI LLC
5631484 08/576983	METHOD OF MANUFACTURING A SEMI CONDUCTOR DEVICE AND TERMINATI ON STRUCTURE	SCI LLC
5773368 08/599457	METHOD OF ETCHING ADJACENT LAY ERS	SCI LLC
5734277 08/595436	OUTPUT CIRCUIT AND METHOD FOR SUPPRESSING SWITCHING NOISE TH EREIN	SCI LLC
5686857 08/596036	ZERO CROSSING TRIAC AND METHOD	SCI LLC
5786745 08/597307	ELECTRONIC PACKAGE AND METHOD	SCI LLC
5760639 08/610022	VOLTAGE AND CURRENT REFERENCE CIRCUIT WITH A LOW TEMPERATURE COEFFICIENT	SCI LLC
6084268 08/962725	POWER MOSFET DEVICE HAVING LOW ON-RESISTANCE AND METHOD	SCI LLC
5699015 08/618544	LOW VOLTAGE OPERATIONAL AMPLIF IER AND METHOD	SCI LLC
5734296 08/618671	LOW VOLTAGE OPERATIONAL AMPLIF IER INPUT STAGE AND METHOD	SCI LLC
5798673 08/619446	LOW VOLTAGE OPERATIONAL AMPLIF IER BIAS CIRCUIT AND METHOD	SCI LLC
5751052 08/617722	INDUCTIVE DRIVER CIRCUIT AND M ETHOD THEREFOR	SCI LLC
5666076 08/655871	UNDERVOLTAGE LOCKOUT CIRCUIT WITH SLEEP PIN	SCI OF RHODE ISLAND, INC.
5930652 08/654364	SEMICONDUCTOR ENCAPSULATION ME THOD	SCI LLC
5786972 08/664236	TEMPERATURE-COMPENSATED VOLTAGE CLAMP WITH FORCED PASS TRANSISTOR VOLTAGE	SCI OF RHODE ISLAND, INC.
5703473 08/672267	PROGRAMMABLE PWM OUTPUT VOLTAGE INDEPENDENT OF SUPPLY	SCI OF RHODE ISLAND, INC.
5781058 08/682323	TOTEM POLE DRIVER WITH CROSS CONDUCTION PROTECTION AND DEFAULT LOW IMPEDANCE STATE	SCI OF RHODE ISLAND, INC.
5805401 08/682144	UNDERVOLTAGE LOCKOUT CIRCUIT WITH SLEEP PIN	SCI OF RHODE ISLAND, INC.

5841313 08/682153	SWITCH WITH PROGRAMMABLE DELAY	SCI OF RHODE ISLAND, INC.
5955910 09/132511	SWITCH WITH PROGRAMMABLE DELAY	SCI OF RHODE ISLAND, INC.
5747371 08/684802	METHOD OF MANUFACTURING VERTICAL MOSFET	SCI LLC
5757210 08/699493	COMPARATOR WITH LATCH	SCI OF RHODE ISLAND, INC.
5793241 08/699770	HIGH SPEED ACTIVE OP-AMP CLAMP	SCI OF RHODE ISLAND, INC.
5798663 08/697328	PRECISION HYSTERESIS GENERATOR	SCI OF RHODE ISLAND, INC.
5726597 08/706095	METHOD AND CIRCUIT FOR REDUCIN G OFFSET VOLTAGES FOR A DIFFER ENTIAL INPUT STAGE	SCI LLC
5751192 08/706886	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANC E FUNCTION	SCI LLC
5754038 08/706879	METHOD AND CIRCUIT FOR CURRENT REGULATION	SCI LLC
5734259 08/719031	BALANCED DELTA CURRENT METHOD FOR CURRENT CONTROL IN A HYSTERETIC POWER SUPPLY	SCI OF RHODE ISLAND, INC.
5818890 08/719423	METHOD FOR SYNCHRONIZING SIGNA LS AND STRUCTURES THEREFOR	SCI LLC
5666044 08/722342	START UP CIRCUIT AND CURRENT-FOLDBACK PROTECTION FOR VOLTAGE REGULATORS	SCI OF RHODE ISLAND, INC.
5789955 08/729628	CURRENT SLEW RATE LIMITER	SCI OF RHODE ISLAND, INC.
5804955 08/741625	LOW VOLTAGE CURRENT LIMIT CIRCUIT WITH TEMPERATURE INSENSITIVE FOLDBACK NETWORK	SCI OF RHODE ISLAND, INC.
5886511 08/63980	TEMPERATURE INSENSITIVE FOLDBACK NETWORK	SCI OF RHODE ISLAND, INC.
5770979 07/748337	PROGRAMMABLE OSCILLATOR USING ONE CAPACITOR	SCI OF RHODE ISLAND, INC.
5719491 08/758999	OUTPUT DRIVER FOR HIGH-SPEED DEVICE	SCI OF RHODE ISLAND, INC.
6110804 08/887718	SEMICONDUCTOR DEVICE AND METHO D THEREFOR	SCI LLC
5789951 08/791711	MONOLITHIC CLAMPING CIRCUIT AN D METHOD OF PREVENTING TRANSIS TOR AVALANCHE	SCI LLC
5796280 08/795942	THERMAL LIMIT CIRCUIT WITH BUILT-IN HYSTERESIS	SCI OF RHODE ISLAND, INC.
6023185 08/803900	TEMPERATURE-COMPENSATED CURRENT REFERENCE	SCI OF RHODE ISLAND, INC.
5781129 08/811062	ADAPTIVE ENCODER CIRCUIT FOR M ULTIPLE DATA CHANNELS AND METH OD OF ENCODING	SCI LLC
6333550 08/820428	SURFACE MOUNT SEMICONDUCTOR DI ODE DEVICE	SCI LLC
5900772 08/819899	BANDGAP REFERENCE CIRCUIT AND METHOD	SCI LLC
5838524 08/820880	CURRENT LIMIT CIRCUIT FOR INHIBITING VOLTAGE OVERSHOOT	SCI OF RHODE ISLAND, INC.
5804869 08/829073	CLAMP DISPOSED AT EDGE OF A DI ELECTRIC STRUCTURE IN A SEMICO NDUCTOR DEVICE AND	SCI LLC
5896058 08/829004	HIGH SPEED TOTEM POLE FET DRIVER CIRCUIT WITH DIFFERENTIAL CROSS CONDUCTION	SCI OF RHODE ISLAND, INC.
5804944 08/833437	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	SCI LLC
5920181 09/103826	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	SCI LLC
5785791 08/850307	METHOD OF MANUFACTURING SEMICO NDUCTOR COMPONENTS	SCI LLC
6248664 08/858417	METHOD OF FORMING A CONTACT	SCI LLC
5834964 08/867627	LATERAL PNP FAST TURN-ON CIRCUIT	SCI OF RHODE ISLAND, INC.
5903425 08/867120	LATERAL PNP FAST TURN-OFF CIRCUIT	SCI OF RHODE

		ISLAND, INC.
5892389 08/868337	METHOD AND CIRCUIT FOR CURRENT LIMITING OF DC-DC REGULATORS	SCI LLC
5859768 08/869297	POWER CONVERSION INTEGRATED CI RCUIT AND METHOD FOR PROGRAMMI NG	SCI LLC
5909109 08/990689	VOLTAGE REGULATOR PREDRIVER CIRCUIT	SCI OF RHODE ISLAND, INC.
5945868 09/004656	POWER SEMICONDUCTOR DEVICE AND METHOD FOR INCREASING TURN-ON TIME OF THE POWER	SCI LLC
5904555 09/016985	METHOD FOR PACKAGING A SEMICONDUCTOR DEVICE	SCI LLC
5945730 09/019292	SEMICONDUCTOR POWER DEVICE	SCI LLC
6373100 09/033628	SEMICONDUCTOR DEVICE AND METHO D FOR FABRICATING THE SAME	SCI LLC
6201417 08/300399	SHAPING A CURRENT SENSE SIGNAL BY USING A CONTROLLED SLEW RATE	SCI OF RHODE ISLAND, INC.
5897343 09/050164	METHOD OF MAKING POWER SWITCHING TRENCH MOSFET HAVING ALINGED SOURCE REGIONS	SCI LLC
6372526 09/055458	METHOD OF MANUFACTURING SEMICO NDUCTOR COMPONENTS	SCI LLC
6093583 09/087990	SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURE	SCI LLC
6300679 09/087674	FLEXIBLE SUBSTRATE FOR PACKAGING A SEMICONDUCTOR COMPONENT	SCI LLC
6081031 09/106472	SEMICONDUCTOR PACKAGE CONSISTING OF MULTIPLE CONDUCTIVE LAYERS	SCI LLC
6164523 09/108448	ELECTRONIC COMPONENT AND METHO D OF MANUFACTURE	SCI LLC
6300167 08/354384	SEMICONDUCTOR DEVICE WITH FLAM E SPRAYED HEAT SPREADING LAYER AND METHOD	SCI LLC
6160691 09/216763	METHOD OF DRIVING A LOAD AND S EMICONDUCTOR LOAD DRIVER CIRCU IT THEREFOR	SCI LLC
6166893 09/217288	SEMICONDUCTOR LOAD DRIVER CIRCUIT AND METHOD THEREFOR	SCI LLC
6197640 09/217120	SEMICONDUCTOR COMPONENT AND ME THOD OF MANUFACTURE	SCI LLC
6284570 09/221433	METHOD OF MANUFACTURING A SEMICONDUCTOR COMPONENT FROM A CONDUCTIVE	SCI LLC
6228734 09/229099	METHOD OF MANUFACTURING A CAPACITANCE SEMICONDUCTOR DEVICE	SCI LLC
6204097 09/259602	SEMICONDUCTOR DEVICE AND ME THOD OF MANUFACTURE	SCI LLC
6271712 09/287279	SYNCHRONOUS RECTIFIER AND METH OD OF OPERATION	SCI LLC
6137696 09/289807	SWITCHING REGULATOR FOR POWER CONVERTER WITH DUAL MODE FEEDB ACK INPUT AND	SCI LLC
6177782 09/298753	CIRCUIT AND METHOD OF CONTROLLING A REGULATOR WITH AN OUTPUT FEEDBACK SIGNAL AND	SCI LLC
6137702 09/304307	CIRCUIT AND METHOD OF ACTIVATING AND DE-ACTIVATING A SWITCHING REGULATOR AT ANY	SCI LLC
6373295 09/337714	RAIL-TO-RAIL DRIVER FOR USE IN A REGULTOR, AND METHOD	SCI LLC
6344379 09/426108	SEMICONDUCTOR DEVICE WITH AN UNDULATING BASE REGION & METHOD THEREFOR	SCI LLC
6300833 09/449996	DC GAIN ENHANCEMENT FOR OPERATIONAL AMPLIFIERS	SCI LLC
6271735 09/455416	OSCILLATOR CONTROLLER WITH FIRST AND SECOND VOLTAGE REFERENCE	SCI LLC
6278293 09/458736	CIRCUIT AND METHOD FOR A TRANSISTOR-TRANSISTOR LOGIC (TTL) COMPATIBLE OUTPUT DRIVE	SCI LLC
6285569 09/507652	SWITCHED MODE POWER SUPPLY CONTROLLER CIRCUIT AND METHOD THEREOF	SCI LLC
6333624 09/579124	CIRCUIT AND METHOD FOR A SWITCHING POWER SUPPLY WITH PRIMARY SIDE TRANSFORMER	SCI LLC

6208538	09/585131	PWM CONTROL APPARATUS	SCI LLC
6377088	09/621037	SHARP TRANSITION PUSH-PULL DRIVER CIRCUIT WITH SWITCHING SIGNAL INPUT CIRCUIT	SCI LLC
6362644	09/630090	PROGRAMMABLE TERMINATION FOR INTEGRATED CIRCUITS	SCI LLC
6373284	09/637685	VOLTAGE LEVEL SHIFTING CIRCUIT FOR BIDIRECTIONAL DATA	SCI LLC
6339348	09/660449	PROGRAMMABLE NON-OVERLAP TIME OUTPUT DRIVER	SCI LLC
6333604	09/669451	INTEGRATED IGNITION CIRCUIT AND METHOD	SCI LLC
6333672	09/676659	DIFFERENTIAL LOGIC CIRCUIT AND METHOD OF USE	SCI LLC
6275019	09/711386	ABSOLUTE CONTROL OF NON OVERLAP TIME IN SWITCH MODE POWER CONTROLLER OUTPUT	SCI LLC
6369552	09/781705	REGULATED AUXILLARY POWER SUPPLY	SCI LLC
6362067	09/783522	Accurate Self-Aligned Resistor Structure and Method of Making The Same	SCI LLC
6369557	09/804336	APPARATUS AND METHOD FOR PROVIDING ADAPTIVE LOOP RESPONSE IN POWER SUPPLY	SCI LLC
	2169706	CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL	SCI LLC
	2179466	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT	SCI LLC
1244137	430899	INPUT RANGING DIVIDER ANDMETHOD FOR AN ANALOG TO DIGITAL CONVERTER	SCI LLC
2021671	2021671-9	HIGH VOLTAGE SEMICONDUCTOR DEV ICE AND FABRICATION PROCESS	SCI LLC
	97117922	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANC E FUNCTION	SCI LLC
	98105705.5	BANDGAP REFERENCE CIRCUIT AND METHOD	SCI LLC
	98803837.4	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	SCI LLC
	99122804.9	SEMICONDUCTOR LEADFRAME ASSEMB LY AND METHOD FOR MANUFACTURIN G A	SCI LLC
	00108755.X	PWM CONTROL APPARATUS	SCI LLC
	134872.8	OSCILLATOR CONTROLLER WITH FIRST AND SECOND VOLTAGE REFERENCE	SCI LLC
77666	96109359.5	PEAK VOLTAGE AND PEAK SLOPE DE TECTOR FOR A BATTERY CHARGER C IRCUIT	SCI LLC
96113376.7	96113376.7	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT	SCI LLC
82882	97104514.3	LOW VOLTAGE OPERATIONAL AMPLIF IER AND METHOD	SCI LLC
	96103051.7	LATCH-RESISTANT INSULATED GATE SEMICONDUCTOR DEVICE AND METH OD OF MANUFACTURE	MOTOROLA, INC (SCI LLC)
	96115216.2	METHOD FOR BALANCING POWER SOU RCES AND STRUCTURE THEREFOR	SCI LLC
	96119955.1	METHOD OF MANUFACTURING A SEMI CONDUCTOR DEVICE AND TERMINATI ON STRUCTURE	SCI LLC
	97104662.8	INDUCTIVE DRIVER CIRCUIT AND M ETHOD THEREFOR	SCI LLC
	98913152.9	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	SCI LLC
	99401317.5	PWM CONTROL APPARATUS	SCI LLC
	99401318.3	PWM CONTROLLER	SCI LLC
	99402846.2	METHOD OF FORMING A DIODE FOR INTEGRATION WITH A SEMICONDUCTOR DEVICE AND METHOD OF	SCI LLC. & MOTOROLA, INC.
	00 400408.1	SWITCHED MODE POWER SUPPLY WITH PROGRAMMABLE SKIPPING MODE	SCI LLC
	00 400409.9	REGULATED AUXILLARY POWER SUPPLY	SCI LLC
	918414.4	PROTECTING SWITCHING POWER SUPPLY FROM FAULT	SCI LLC

	402904.7	CIRCUIT AND METHOD OF OPERATING A LOW-NOISE, ON-DEMAND REGULATOR IN SWITCHED OR	SCI LLC
	403280.1	APPARATUS AND METHOD FOR CONTROLLING A POWER SUPPLY	SCI LLC
	403508.5	CIRCUIT APPARATUS AND METHOD THAT ALLOWS FOR DETECTING DEMAGNETIZATION STATUS	SCI LLC
	403643	CIRCUIT APPARATUS AND METHOD FOR REDUCING AUDIBLE NOISE IN A POWER SUPPLY	SCI LLC
	01400636;.5	DUAL SMARTCARD CONTROLLER AND METHOD OF USING	SCI LLC
	1400637.3	POWER AMPLIFIER DRIVER AND METHOD OF USING	SCI LLC
EP0109427	83901865.2	CURRENT LIMITER AND METHOD FOR LIMITING CURRENT	MOTOROLA, INC (SCI LLC)
EP0638857	94106653.2	CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT	SCI LLC
EP0701317	95113679.5	POWER FACTOR CONTROL CIRCUIT	MOTOROLA, INC (SCI LLC)
	954146	POWER FACTOR CONTROL CIRCUIT	SCI LLC
EP0282705	88101228	FET STRUCTURE ARRANGEMEN T HAVING LOW ON RESISTAN CE	SCI LLC
EP0323549	88116087.3	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER	SCI LLC
EP0391055	90103422.3	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	SCI LLC
EP0436171	90124433.5	HIGH VOLTAGE PLANAR EDGE TERMI NATION USING A PUNCH-THROUGH R ETARDING IMPLANT	SCI LLC
EP0517493	92305068.6	START CIRCUIT FOR A POWER SUPP LY CONTROL INTEGRATED CIRCUIT	SCI LLC
FR9506901	9506901	POWER SUPPLY	SCI LLC
EP0701317	95113679.5	POWER FACTOR CONTROL CIRCUIT	MOTOROLA, INC (SCI LLC)
9606064	9606064	SURFACE MOUNT SEMICONDUCTOR DI ODE DEVICE	SCI LLC
9701605	9701605	SEMICONDUCTOR POWER DEVICE	SCI LLC
EP0282705	88101228	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTAN CE	MOTOROLA, INC (SCI LLC)
EP0323549	88116087.3	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER	MOTOROLA, INC (SCI LLC)
2228639	8903697.4	PROTECTED DARLINGTON TRANSISTO R ARRANGEMENT	SCI LLC
EP0362547	89115823	SELF-CENTERING ELECTRODE FOR POWER DEVICES	SCI LLC
EP0391055	90103422.3	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	MOTOROLA, INC (SCI LLC)
2276981	9405770	SWITCHING TRANSISTOR ARRANGEME NT	MOTOROLA SEMICONDUCTO RS SSA (SCI LLC)
EP0638857	94106653.2	CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT	SCI LLC
2293932	9420325.4	POWER SWITCHING CIRCUIT	MOTOROLA S.R.O. (SCI LLC)
EP0701317	95113679.5	POWER FACTOR CONTROL CIRCUIT	MOTOROLA, INC (SCI LLC)
	19804747.9	BANDGAP REFERENCE CIRCUIT AND METHOD	SCI LLC
9321364.6	9321364.6	HIGH IMPEDANCE OUTPUT DRIVER S TAGE AND METHOD THEREFOR	SCI LLC
P3862221.1	EP0282705	FET STRUCTURE ARRANGEMEN T HAVING LOW ON RESISTAN CE	SCI LLC
P3888663.4	88116087.3	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER	SCI LLC
P68912272.1	89311372	LOAD CONTROLLED ECL TRANSIENT DRIVER	SCI LLC
69011919.4	90103422.3	OUTPUT STAGE FOR AN OPERATIONA L AMPLIFIER	SCI LLC
P69123501.5	91305740.2	BANDGAP VOLTAGE REFERENCE USIN G A POWER SUPPLY INDEPENDENT C URRENT SOURCE	SCI LLC
P69208944.6	92305068.6	START CIRCUIT FOR A POWER SUPP LY CONTROL INTEGRATED CIRCUIT	SCI LLC

69426510.1	EP0638857	CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT	SCI LLC
P69409088.3	94120105.5	VOLTAGE REGULATOR AND METHOD T HEREFOR	SCI LLC
69519212.4	EP0701317	POWER FACTOR CONTROL CIRCUIT	MOTOROLA, INC (SCI LLC)
	102933.6	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	SCI LLC
	1100276.4	SEMICONDUCTOR LEADFRAME ASSEMB LY AND METHOD FOR MANUFACTURIN G A	SCI LLC
931333	93001028	FET STRUCTURE ARRANGEMEN T HAVING LOW ON RESISTAN CE	SCI LLC
EP0282705	88101228	FET STRUCTURE ARRANGEMEN T HAVING LOW ON RESISTAN CE	SCI LLC
EP0391055	90103422.3	OUTPUT STAGE FOR AN OPERATIONA L AMPLIFIER	SCI LLC
EP0436171	90124433.5	HIGH VOLTAGE PLANAR EDGE TERMI NATION USING A PUNCH-THROUGH R ETARDING IMPLANT	SCI LLC
20469BE/2001	EP0638857	CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT	SCI LLC
1284275	RM96A000084	VERTICAL IGFET CONFIGURATION H AVING LOW ON-RESISTANCE AND ME THOD	SCI LLC
	3-307129	FRACTIONAL LOAD CURRENT DETECTOR	SCI LLC
	5-286181	HIGH IMPEDANCE OUTPUT DRIVER S TAGE AND METHOD THEREFOR	SCI LLC
	7-151163	ELECTRONIC SURFACE MOUNT DEVIC E AND METHOD FOR MAKING	SCI LLC
	7-208566	ELECTROSTATIC DISCHARGE PROTEC TION DIVICE AND METHOD OF FORM ING	SCI LLC
	7-211300	CIRCUIT AND METHOD FOR CONTROL LING A TRANSISTOR	SCI LLC
	7-235916	POWER FACTOR CONTROL CIRCUIT	SCI LLC
	7-298861	INPUT STAGE FOR CMOS OPERATION AL AMPLIFIER AND METHOD THEREO F	SCI LLC
	7-345550	SEMICONDUCTOR DEVICE WITH FLAME SPRAYED HEAT SPREADING LAYER AND METHOD	SCI LLC
	8-38898	INSULATED GATE SEMICONDUCTOR DEVICE AND METHOD THEREFOR	SCI LLC
	8-44162	VERTICAL IGFET CONFIGURATION H AVING LOW ON-RESISTANCE AND ME THOD	SCI LLC
	8-70968	LATCH-RESISTANT INSULATED GATE SEMICONDUCTOR DEVICE AND METH OD OF MANUFACTURE	SCI LLC
	8-70969	CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL	SCI LLC
	8-173021	POWER SUPPLY	SCI LLC
	8-186876	METHOD OF FORMING AN ALLOYED D RAIN FIELD EFFECT TRANSISTOR A ND DEVICE FORMED	SCI LLC
	8-213040	PEAK VOLTAGE AND PEAK SLOPE DE TECTOR FOR A BATTERY CHARGER C IRCUIT	SCI LLC
	8-252470	AC-DC CONVERTER	SCI LLC
	8-277337	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT	SCI LLC
	8-283216	METHOD FOR BALANCING POWER SOU RCES AND STRUCTURE THEREFOR	SCI LLC
	8-318850	HIGH VOLTAGE CURRENT LIMITER A ND METHOD FOR MAKING	SCI LLC
	8-318851	HIGH SIDE CURRENT SENSE AMPLIF IER	SCI LLC
	8-330299	METHOD OF ETCHING A SEMICONDUC TOR SUBSTRATE	SCI LLC
	8-354014	METHOD OF MANUFACTURING A SEMI CONDUCTOR DEVICE AND TERMINATI ON STRUCTURE	SCI LLC
	9-52459	VOLTAGE AND CURRENT REFERENCE CIRCUIT	SCI LLC
	9-58484	LOW VOLTAGE OPERATIONAL AMPLIF IER INPUT STAGE AND METHOD	SCI LLC
	9-85643	LOW VOLTAGE OPERATIONAL AMPLIF IER AND METHOD	SCI LLC

	9-94576	INDUCTIVE DRIVER CIRCUIT AND M ETHOD THEREFOR	SCI LLC
	9-136152	SURFACE MOUNT SEMICONDUCTOR DI ODE DEVICE	SCI LLC
	9-250139	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANC E FUNCTION	SCI LLC
	9-273973	METHOD FOR SYNCHRONIZING SIGNA LS AND STRUCTURES THEREFOR	SCI LLC
	10-46206	LINEARITY ENHANCEMENT CIRCUIT AND PROCESS FOR FILTERING AN I NPUT SIGNAL	SCI LLC
	10-46247	SEMICONDUCTOR POWER DEVICE	SCI LLC
	10-88018	BANDGAP REFERENCE CIRCUIT AND METHOD	SCI LLC
	10-542814	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	SCI LLC
	10-153781	ELECTRICAL CONTACT AND FORMATI ON METHOD	SCI LLC
	10-170566	POWER CONVERSION INTEGRATED CI RCUIT AND METHOD FOR PROGRAMMI NG	SCI LLC
	10-191047	METHOD FOR BACK-GRINDING SEMIC ONDUCTOR WAFER AND SEMICONDUCT OR WAFER	SCI LLC
	10-191076	SEMICONDUCTOR CONTACT AND METH OD THEREFOR	SCI LLC
	10-199647	DC/DC CONVERTER	SCI LLC
	10-242554	DC/DC CONVERTER	SCI LLC
	11-40384	SEMICONDUCTOR DEVICE AND METHO D FOR FABRICATING THE SAME	SCI LLC
	11-61202	POWER SWITCHING TRENCH MOSFET HAVING ALINGED SOURCE REGIONS AND METHOD OF	SCI LLC
	11-125834	POWER FACTOR CORRECTION CONTRO LLER CIRCUIT	SCI LLC
	11-187336	METHOD OF MANUFACTURING ELECTRONIC COMPONENTS	SCI LLC
	2000-160585	PWM CONTROLLER	SCI LLC
	2000-160586	PWM CONTROL APPARATUS	SCI LLC
	2000-364688	OSCILLATOR CONTROLLER WITH FIRST AND SECOND VOLTAGE REFERENCE	SCI LLC
	2001-47884	POWER SUPPLY CONTROLLER AND CONFIGURATION THEREOF	SCI LLC
1850695	62-504115	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	SCI LLC
2134382	63-47660	FET STRUCTURE ARRANGEMEN T HAVING LOW ON RESISTAN CE	SCI LLC
2627330	63-309784	CONTROLLED VOLTAGE DROP DIODE	SCI LLC
2658423	1-231824	SEMICONDUCTOR DEVICES	SCI LLC
2978510	1-231825	SEMICONDUCTOR DEVICE HAVING A CURVED BONDING LEAD AND ITS FO RMING METHOD	SCI LLC
3025278	1-285096	LOAD CONTROLLED ECL TRANSIENT DRIVER	SCI LLC
3225514	2-89301	OUTPUT STAGE FOR AN OPERATIONA L AMPLIFIER	SCI LLC
2597918	2-116688	CURRENT SWITCH	SCI LLC
2998175	2-152881	CONTROL CIRCUIT	SCI LLC
3200599	2-189625	SUBSTRATE INJECTION CLAMP	SCI LLC
2580850	2-190907	HIGH VOLTAGE SEMICONDUCTOR DEV ICE AND FABRICATION PROCESS	SCI LLC
2762725	2-219133	SEMICONDUCTOR APPARATUS AND IT S FORMING PROCESS	SCI LLC
2937504	3-32073	POWER SUPPLY MONITOR CIRCUIT	SCI LLC
2893429	3-207265	AMPLIFIER HAVING TWO OPERATING MODES	SCI LLC
2799261	4-98564	CONTROLLER FOR BATTERY CHARGER	SCI LLC & SONY
2995723	4-129789	VERTICAL CURRENT FLOW SEMICONDUCTOR DEVICE UTILIZING WAFER BONDING AND A	SCI LLC
3003437	4-333806	VOLTAGE CONVERTING DEVICE	SCI LLC
3190914	10-341988	UP AND DOWN DC/DC CONVERTER	SCI LLC
	95-23619	ELECTROSTATIC DISCHARGE PROTEC TION DIVICE AND METHOD OF FORM ING	SCI LLC
	96-1848	VERTICAL IGFET CONFIGURATION H AVING LOW ON-RESISTANCE AND ME THOD	SCI LLC

	96-4966	CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL	SCI LLC
	96-20698	POWER SUPPLY	SCI LLC
	97-45631	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANC E FUNCTION	SCI LLC
	98-9160	BANDGAP REFERENCE CIRCUIT AND METHOD	SCI LLC
	10-1999-7009185	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	SCI LLC
	10-1999-0062675	SEMICONDUCTOR LEADFRAME ASSEMB LY AND METHOD FOR MANUFACTURIN G A	SCI LLC
	10-2000-0073654	OSCILLATOR CONTROLLER SYSTEM AND METHOD	SCI LLC
50606	86-700367	METHOD FOR RESISTOR TRIM MING BY METAL MIGRATION	SCI LLC
79843	700551/88	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	SCI LLC
82589	2697/88	FET STRUCTURE ARRANGEMEN T HAVING LOW ON RESISTAN CE	SCI LLC
149840	90-15453	FAST DAMPER DIODE AND METHOD	SCI LLC
213845	91-1163	UNIVERSAL POWER SUPPLY MONITOR CIRCUIT	SCI LLC
222009	91-12575	AMPLIFIER HAVING TWO OPERATING MODES	SCI LLC
136088	90-4543	OUTPUT STAGE FOR AN OPERATIONA L AMPLIFIER	SCI LLC
139540	89-13004	FORMED TOP CONTACT FOR NON-FLAT SEMICONDUCTOR DEVICES	SCI LLC
155995	90-9620	DUAL SUPPLY ECL TO TTL TRANSLA TOR	SCI LLC
	PI9403236	PULSED BATTERY CHARGER CIRCUIT	MOTOROLA, INC (SCI LLC)
	PI9900427	A SEMICONDUCTOR PACKAGE AND A LEADFRAME THEREFOR	MOTOROLA MALAYSIA SDN. BH (SCI LLC)
	PI9902612	A SEMICONDUCTOR PACKAGE AND METHOD FOR FORMING THE SAME	SCI LLC
	PI9905750	SEMICONDUCTOR LEADFRAME ASSEMB LY AND METHOD FOR MANUFACTURIN G A	SCI LLC
MY104177A	PI8901162	FORMED TOP CONTACT FOR NON- FLAT SEMICONDUCTOR DEVICES	SCI LLC
MY-104895-A	PI9000080	METHOD FOR IMPROVING THE ADHES ION OF A PLASTIC ENCAPSULANT T O COPPER CONTAINING	SCI LLC
105940	PI9001220	HIGH VOLTAGE SEMICONDUCTOR DEV ICE AND FABRICATION PROCESS	SCI LLC
	PCT/US00/28754	SEMICONDUCTOR DEVICE WITH A SINGLE BASE REGION AND METHOD THEREFOR	SCI LLC
	PCT/US00/28773	VERTICAL INSULATED GATE FIELD-EFFECT DEVICE AND METHOD OF MAKING THE SAME	SCI LLC
	PCT/US01/47725	CONTROLLED FREQUENCY POWER FACTOR CORRECTION CIRCUIT AND METHOD	SCI LLC
	PCT/US02/03768	SEMICONDUCTOR DEVICE AND HIGH CONTRAST COATING METHOD	SCI LLC
26399	40008	METHOD FOR IMPROVING THE ADHES ION OF A PLASTIC ENCAPSULANT T O COPPER CONTAINING	SCI LLC
9390748-3	EP0282705	FET STRUCTURE ARRANGEMEN T HAVING LOW ON RESISTAN CE	SCI LLC
9590226-8	2228639	PROTECTED DARLINGTON TRANSISTO R ARRANGEMENT	SCI LLC
	85106132	PEAK VOLTAGE AND PEAK SLOPE DE TECTOR FOR A BATTERY CHARGER C IRCUIT	SCI LLC
	88117585	POWER CONVERTER CIRCUIT AND METHOD FOR CONTROLLING	SCI LLC
	89105329	CIRCUIT AND METHOD OF ACTIVATI NG AND DE-ACTIVATING A SWITCHI NG REGULATOR AT ANY	SCI LLC
	89105330	CIRCUIT AND METHOD FOR PROTECTING A SWITCHING POWER SUPPLY F ROM A FAULT	SCI LLC

	89110572	PWM CONTROLLER	SCI LLC
	89125888	OSCILLATOR CONTROLLER WITH FIRST AND SECOND VOLTAGE REFERENCE	SCI LLC
NI-114666	83104089	CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT	SCI LLC
NI-086333	85112954	ELECTRONIC PACKAGE AND METHOD	SCI LLC
NI-092734	86101159	LOW VOLTAGE OPERATIONAL AMPLIF IER INPUT STAGE AND METHOD	SCI LLC
NI-108676	86103602	LOW VOLTAGE OPERATIONAL AMPLIF IER AND METHOD	SCI LLC
NI-099253	86112639	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANC E FUNCTION	SCI LLC
NI-113070	86116829	BANDGAP REFERENCE CIRCUIT AND METHOD	SCI LLC
NI-106256	87105185	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	SCI LLC
NI131011	88117688	SEMICONDUCTOR LEADFRAME ASSEMBLY AND METHOD FOR MANUFACTURING A	SCI LLC

TRADEMARKS

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
14789-3000	JP	H04-005942	ALEXIS	SCI LLC	REGISTERED 5/31/94 Reg. No. 2665571
14789-3100	JP	H04-037602	Bullet-Proof and design	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671366
14789-3200	JP	H04-031642	CHIPSCRETE and design	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671344
14789-3300	JP	H04-031643	DUOWATT	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671345
14789-3600	JP	H04-001813	EpiBase and design	SCI LLC	REGISTERED 5/31/94 Reg. No. 2665557
14789-3700	JP	H04-031645	GEMFET	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671347
14789-3800	JP	H04-327328	HDTMOS	SCI LLC	REGISTERED 3/29/96 Reg. No. 3127040
14789-3800	US	74/334,955	HDTMOS	SCI LLC	REGISTERED 9/6/94 Reg. No. 1,853,061 Section 8 affidavit accepted Section 15 affidavit acknowledged
14789-3900	JP	H045-28658	HVTMOS	SCI LLC	REGISTERED 4/30/96 Reg. No. 3140938
14789-4000	JP	H03-028477	ICePAK and Design	SCI LLC	REGISTERED 12/24/93 Reg. No. 2613933
14789-4100	JP	H04-031649	MHTL	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671348
14789-4200	JP	H04-037612	MOSORB	SCI LLC	REGISTERED 8/31/94 Reg. No. 2693533
14789-4300	JP	H04-031651	MRTL	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671350
14789-4400	JP	H04-031652	MTTL	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671351
14789-2000 06990-0008-NZ01	NZ	311247	ON SEMICONDUCTOR and Design	SCI LLC	REGISTERED
14789-2000 06990-0008-NZ02	NZ	311248	ON SEMICONDUCTOR and Design	SCI LLC	REGISTERED 8/20 fax from foreign associate confirming instructions to abandon. Marks will register without payment of further fees.
14789-2000 06990-0008-NZ03	NZ	311337	ON SEMICONDUCTOR and Design	SCI LLC	REGISTERED

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
14789-2000 06990-0008-NZ04	NZ	311249	ON SEMICONDUCTOR and Design	SCI LLC	REGISTERED
14789-2100 06990-0013-AU-01	AU	801,296	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/22/99
14789-2100 06990-0013-CA01	CA	1023144 Reg. No. TMA 544,137	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 4/25/01
14789-2100	CH	Reg. No. 469425	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-CN01	CN	1522141	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 2/14/01
14789-2100 06990-0013-CZ01	CZ	145069	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 11/23/01
14789-2100 06990-0013-EU01	EU	1248913	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED
14789-2100 06990-0013-HU01	HU	M99 03500 Reg. No. 161574	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 8/25/00
14789-2100 06990-0013-IL01	IL	129291	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-IL02	IL	129292	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-IL03	IL	129293	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-IL04	IL	129294	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-JP01	JP	11-66869 Reg. No. 4463133	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 3/30/01
14789-2100 06990-0013-HK01	HK	99/09506	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99 No. B00301
14789-2100 06990-0013-HK02	HK	99/09507	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99 No. B00302
14789-2100 06990-0013-HK03	HK	99/09508	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99 No. B00303
14789-2100 06990-0013-HK04	HK	99/09509	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99 No. B00304
14789-2100 06990-0013-KR01	KR	4519990001801 Reg. No. 1622	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED
14789-2100	MX	384,540 Reg. No. 651,886	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 4/28/00
14789-2100	MX	384,541 Reg. No. 654,819	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 5/24/00
14789-2100	MX	384,541	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/11/00
14789-2100 06990-0013-NZ01	NZ	313119	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-NZ02	NZ	313120	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-NZ03	NZ	313121	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-NZ04	NZ	313113	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-RO01	RO	55391 Reg. No. 40409	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 8/12/99
14789-2100 06990-0013-SG01	SG	Reg. No. T9907664E	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/22/99
14789-2100 06990-00113-SG02	SG	Reg. No. T9907665C	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/22/99
14789-2100	SK	POZ1850-99	ON SEMICONDUCTOR	SCI LLC	REGISTERED

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
06990-0013-SK01		Reg. No. 196293	and Design II		8/15/01
14789-2100 06990-0013-TW01	TW	88-35513 Reg. No. 922736	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 1/1/01
14789-2100 06990-0013-TW02	TW	88-35512 Reg. No. 131118	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 10/16/00
14789-2100 06990-0013-TW03	TW	88-35511 Reg. No. 140384	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 3/16/01
14789-2100 06990-0013-TW04	TW	88-35510 Reg. No. 142739	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 5/1/01
14789-2100 06990-0013-US0	US	75/762,205	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 2/19/02
14789-2200	US	75/803,064 Reg. No. 2,498,925	ON SEMICONDUCTOR and Design III	SCI LLC	REGISTERED 10/16/01
14789-2300	AU	797800	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/17/99
14789-2300 06990-0010-CA01	CA	1019498 Reg. No. TMA 544,226	ON SEMICONDUCTOR	SCI LLC	REGISTERED 4/30/01
14789-2300 06990-0010-CA02	CA	1026462 Reg. No. TMA 544,075	ON SEMICONDUCTOR	SCI LLC	REGISTERED 4/24/01
14789-2300 06990-0010-CH01	CH	467767	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-CZ01	CZ	143882	ON SEMICONDUCTOR	SCI LLC	REGISTERED 11/23/01
14789-2300	CZ	161219	ON SEMICONDUCTOR	SCI LLC	REGISTERED 11/23/01 Waiting for registration certificate (per 2/4/02 associate letter)
14789-2300 06990-0010-EU01	EU	1213586	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-HU01	HU	M99 02895 Reg. No. 160266	ON SEMICONDUCTOR	SCI LLC	REGISTERED 4/3/00.
14789-2300 06990-0010-IL01	IL	128681	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-IL02	IL	128684	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-IL03	IL	128687	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-IL04	IL	128690	ON SEMICONDUCTOR	SCI LLC	REGISTERED
14789-2300 06990-0010-JP01	JP	11-58134 Reg. No. 4455705	ON SEMICONDUCTOR	SCI LLC	REGISTERED 2/23/01
14789-2300 06990-0010-MX01	MX	383,052 Reg. No. 660,241	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/26/00
14789-2300 06990-0010-MX02	MX	383,053 Reg. No. 645,644	ON SEMICONDUCTOR	SCI LLC	REGISTERED 3/22/00
14789-2300 06990-0010-MX03	MX	383,054 Reg. No. 642,018	ON SEMICONDUCTOR	SCI LLC	REGISTERED 2/22/00
14789-2300 06990-0010-NZ01	NZ	311244	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/17/99
14789-2300 06990-0010-NZ02	NZ	311245	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/17/99
14789-2300 06990-0010-NZ03	NZ	311336	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/18/99
14789-2300	NZ	311246	ON SEMICONDUCTOR	SCI LLC	REGISTERED

Schedule V to the Security Agreement

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
06990-0010-NZ04					6/17/99
14789-2300 06990-0010-RO01	RO	55064 Reg. No. 39179	ON SEMICONDUCTOR	SCI LLC	REGISTERED 7/16/99
14789-2300 06990-0010-SK01	SK	POZ 1541-99 Reg. No. 196963	ON SEMICONDUCTOR	SCI LLC	REGISTERED 10/15/01
14789-2300 06990-0010-TW01	TW	8831875 Reg. No. 927735	ON SEMICONDUCTOR	SCI LLC	REGISTERED 2/1/01
14789-2300	TW	8854431 Reg. No. 135661	ON SEMICONDUCTOR	SCI LLC	REGISTERED 1/1/01 Assignment from SCGHK
14789-2300 06990-0010-TW02	TW	8831871 Reg. No. 131117	ON SEMICONDUCTOR	SCI LLC	REGISTERED 10/16/00
14789-2300 06990-0010-TW03	TW	8831870 Reg. No. 140383	ON SEMICONDUCTOR	SCI LLC	REGISTERED 3/16/01
14789-2300 06990-0010-TW04	TW	8831869 Reg. No. 142673	ON SEMICONDUCTOR	SCI LLC	REGISTERED 5/1/01
14789-2400 06990-0011-AU01	AU	797805	ON and Design	SCI LLC	REGISTERED 6/17/99
14789-2400 06990-0011-CA01	CA	1019497 Reg. No. TMA 544,102	ON and Design	SCI LLC	REGISTERED 4/24/01
14789-2400 06990-0011-CA02	CA	1026459 Reg. No. TMA 544,091	ON and Design	SCI LLC	REGISTERED 4/24/01
14789-2400 06990-0011-CN01	CN	9900087847 Reg. No. 1505932	ON and Design	SCI LLC	REGISTERED 1/14/01
14789-2400	CZ	161220	ON and Design	SCI LLC	REGISTERED 11/23/01
14789-2400 06990-0011-EU01	EU	Reg. No. 1215409	ON and Design	SCI LLC	REGISTERED 6/21/99
14789-2400 06990-0011-HU01	HU	M99 02896 Reg. No. 160 090	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-IL01	IL	128683	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-IL02	IL	128686	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-IL03	IL	128689	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-IL04	IL	128692	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-MX01	MX	383,047 Reg. No. 654,811	ON and Design	SCI LLC	REGISTERED 5/24/00
14789-2400 06990-0011-MX02	MX	383,050 Reg. No. 647569	ON and Design	SCI LLC	REGISTERED 3/28/00
14789-2400 06990-0011-MX03	MX	383,049 Reg. No. 647,568	ON and Design	SCI LLC	REGISTERED 3/28/00
14789-2400 06990-0011-MX04	MX	383,051 Reg. No. 702,293	ON and Design	SCI LLC	REGISTERED 6/20/01
14789-2400 06990-0011-NZ01	NZ	311250	ON and Design	SCI LLC	REGISTERED 6/17/99
14789-2400 06990-0011-NZ02	NZ	311251	ON and Design	SCI LLC	REGISTERED 6/17/99
14789-2400 06990-0011-NZ03	NZ	311338	ON and Design	SCI LLC	REGISTERED 6/17/99
14789-2400 06990-0011-NZ04	NZ	311252	ON and Design	SCI LLC	REGISTERED 6/17/99
14789-2400 06990-0011-RO01	RO	55066 Reg. No. 39180	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-SK01	SK	POZ 1543-99 Reg. No. 196291	ON and Design	SCI LLC	REGISTERED 8/15/01
14789-2400	TH	393321	ON and Design	SCI LLC	REGISTERED

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Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
06990-0011-TH01		Reg. No. KOR124240			Change of address submitted, awaiting registration of amendment.
14789-2400 06990-0011-TH02	TH	393322 Reg. No. BOR11193	ON and Design	SCI LLC	REGISTERED Change of address submitted, awaiting registration of amendment.
14789-2400 06990-0011-TH03	TH	393323 Reg. No. BOR11192	ON and Design	SCI LLC	REGISTERED Change of address submitted, awaiting registration of amendment.
14789-2400 06990-0011-TH--04	TH	393324 Reg. No. BOR11190	ON and Design	SCI LLC	REGISTERED Change of address submitted, awaiting registration of amendment.
14789-2400 06990-0011-TW01	TW	8831873 Reg. No. 916039	ON and Design	SCI LLC	REGISTERED 12/01/00
14789-2400	TW	8854429 Reg. No. 132289	ON and Design	SCI LLC	REGISTERED 11/16/00 Assigned from SCGHK
14789-2400 06990-0011-TW02	TW	8831872 Reg. No. 129331	ON and Design	SCI LLC	REGISTERED 9/16/00
14789-2400 06990-0011-TW03	TW	8831865 Reg. No. 129361	ON and Design	SCI LLC	REGISTERED 9/16/00
14789-2400 06990-0011-TW04	TW	8831864 Reg. No. 134914	ON and Design	SCI LLC	REGISTERED 12/16/00
14789-2400 06990-0011-US01	US	75/751,051 Reg. No. 2,523,968	ON and Design	SCI LLC	REGISTERED 1/1/02
14789-2400 06990-0011-CH01	CH	053901999 Reg. No. 491871	ON and Design	SCI LLC	REGISTERED
14789-2400	SG	T99/062361	ON & Design	SCI LLC	REGISTERED 6/18/99
14789-2800	US	76/124179	ON	SCI LLC	REGISTERED 3/5/02
14789-90053	TW	8854433 Reg. No. 133530	ONSEMI (stylized)	SCI LLC	REGISTERED 12/1/00 Assigned from SCGHK
14789-90061	TW	8854432 Reg. No. 132291	ON SEMI (stylized)	SCI LLC	REGISTERED 11/16/00 Assigned from SCGHK
14789-907	CZ	160376 Reg. No. 238587	ON & Rendering of Three-Dimensional Design	SCI LLC	REGISTERED 11/23/01
14789-907	MX	474,517	ON & Rendering of Three-Dimensional Design	SCI LLC	REGISTERED
4789-907	KR	45-2000-4428 Reg. No. 4505	ON & Rendering of Three-Dimensional Design	SCI LLC	REGISTERED 1/9/02
4789-907	US	76/124,177	ON & Rendering of Three-Dimensional Design	SCI LLC	REGISTERED 2/5/02
14789-908	US	76/124178 Reg. No. 2535981	ON & Design (claim to color)	SCI LLC	REGISTERED 2/5/02
14789-90045	TW	88-54430 Reg. No. 132290	Chinese Characters pronounced "An Sun Mei"	SCI LLC	REGISTERED 11/16/00
14789-4800	JP	H05-040748	RAIL-TO-RAIL	SCI LLC	REGISTERED 5/31/96 Reg. #3155695

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Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
14789-4900	JP	H03-080097	SCANSWITCH	SCI LLC	REGISTERED 12/25/96 Reg. #2718302
14789-5000	JP	H04-006519	SENSEFET	SCI LLC	REGISTERED 5/31/94 Reg. No. 2665573
14789-5100	JP	H04-037609	SMALLBLOCK	SCI LLC	REGISTERED 6/29/94 Reg. No. 2673549
14789-5200	USA		SMART REGULATOR	SCI LLC	REGISTERED 10/8/96 Reg. No. 2,006,706
14789-5300	USA		SMART REGULATOR and logo	SCI LLC	REGISTERED 10/8/96 Reg. No. 2,006,707
14789-5400	FR	1474886	SURMETIC	SCI LLC	REGISTERED 5/14/98 (renewed) Reg. No. 1474886
14789-5400	JP	H03-077036	SURMETIC	SCI LLC	REGISTERED 3/31/94 Reg. No. 2632152
14789-5500	JP	H03-077035	SWITCHMODE	SCI LLC	REGISTERED 12/12/97 Reg. No. 4091503
14789-5600	JP	11-008056	TMOS	SCI LLC	REGISTERED 6/29/01 Reg. No. 4486454 Mark published for opposition in Official Gazette
14789-5600	BX	750238	TMOS	SCI LLC	REGISTERED Reg. No. 485917
14789-5600	FI	4075-6/90	TMOS	SCI LLC	REGISTERED 4/6/92 Reg. No. 118108
14789-5600	FR	92441837	TMOS	SCI LLC	REGISTERED 11/16/92 Reg. No. 92441837
14789-5600	JP	H04-319400	TMOS	SCI LLC	REGISTERED 10/31/95 Reg. No. 3082598
14789-5600	IT	41462C/90	TMOS	SCI LLC	REGISTERED 7/3/93 Reg. No. 601188
14789-5600	DE	M67944/9wz	TMOS	SCI LLC	REGISTERED Reg. No. 1184884
14789-5600	NO	90 4072	TMOS	SCI LLC	REGISTERED 6/24/93 Reg. No. 157233 Associate acknowledgement re: assignment received 7/24/00
14789-5700	DE	M67943/9 Wz	TMOS (Device)	SCI LLC	REGISTERED 10/11/91 Reg. No. 1181510
14789-5700	IT	41461C/90	TMOS (Device)	SCI LLC	REGISTERED 7/13/93 Reg. No. 601187

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Schedule V to the Security Agreement

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
14789-5700	NO	90 4073	TMOS (Device)	SCI LLC	REGISTERED 1/9/92 Reg. No. 14856.
14789-5700	BX	750237	TMOS (Device)	SCI LLC	REGISTERED 8/8/90 Reg. No. 486145
14789-5700	FI	4076/90	TMOS (Device)	SCI LLC	REGISTERED 4/6/92 Reg. No. 118109
14789-5700	FR	1615067	TMOS (Device)	SCI LLC	REGISTERED 8/14/90 Reg. No. 1615067 Renewed
14789-5900	JP	H04-031655	UNIWATT	SCI LLC	REGISTERED 5/31/94 Reg. No. 2671353
14789-6000	JP	H08-116097	WAVEFET	SCI LLC	REGISTERED 7/3/98 Reg. No. 4162693
14789-6100	JP	H04-001817	ZIP R TRIM	SCI LLC	REGISTERED 4/25/97 Reg. No. 2720707

ii) Trademarks Registered and Applied For

App/Reg. Number	Filing Date	Trademark	Owner
868128	7/27/99	ON SEMICONDUCTOR and Design II	SCILLC
384,538	7/26/99	ON SEMICONDUCTOR and Design II	SCILLC
99/08238	8/25/99	ON SEMICONDUCTOR and Design II	SCILLC
99/08237	8/25/99	ON SEMICONDUCTOR and Design II	SCILLC
99/08235	8/25/99	ON SEMICONDUCTOR and Design II	SCILLC
99/08236	8/25/99	ON SEMICONDUCTOR and Design II	SCILLC
4-1999-05472	7/29/99	ON SEMICONDUCTOR and Design II	SCILLC
T9907666A	7/22/99	ON SEMICONDUCTOR and Design II	SCILLC
T9907667Z	7/22/99	ON SEMICONDUCTOR and Design II	SCILLC
393684	7/30/99	ON \SEMICONDUCTOR and Design II	SCILLC
393685	7/30/99	ON SEMICONDUCTOR and Design II	SCILLC
393686	7/30/99	ON SEMICONDUCTOR and Design II	SCILLC
393687	7/30/99	ON SEMICONDUCTOR and Design II	SCILLC
9914301	9/2/99	ON SEMICONDUCTOR and Design II	SCILLC
75/979,984	DIV.	ON SEMICONDUCTOR and Design II	SCILLC
99/13079	7/21/99	ON SEMICONDUCTOR and Design II	SCILLC
99/13080	7/21/99	ON SEMICONDUCTOR and Design II	SCILLC
99/13081	7/21/99	ON SEMICONDUCTOR and Design II	SCILLC
99/13082	7/21/99	ON SEMICONDUCTOR and Design II	SCILLC
861964	06/21/99	ON SEMICONDUCTOR	SCILLC
99-05696	06/28//99	ON SEMICONDUCTOR	SCILLC
99-05699	06/28/99	ON SEMICONDUCTOR	SCILLC
99-05700	06/28/99	ON SEMICONDUCTOR	SCILLC
99-05701	06/28/99	ON SEMICONDUCTOR	SCILLC
04539	06/24/99	ON SEMICONDUCTOR	SCILLC
T99/06242C		ON SEMICONDUCTOR	SCILLC
T99/06244Z	06/18/99	ON SEMICONDUCTOR	SCILLC
T99/06245H	06/18/99	ON SEMICONDUCTOR	SCILLC
00/20795	9/29/00	ON SEMICONDUCTOR	SCILLC
75/751,026	07/14/99	ON SEMICONDUCTOR	

Schedule V to the Security Agreement

App/Reg. Number	Filing Date	Trademark	Owner
75/979745	Div.	ON SEMICONDUCTOR	SCILLC
099/10743	06/18/99	ON SEMICONDUCTOR	SCILLC
099/10744	06/18/99	ON SEMICONDUCTOR	SCILLC
099/10745	06/18/99	ON SEMICONDUCTOR	SCILLC
099/10746	06/18/99	ON SEMICONDUCTOR	SCILLC
9900087849	7/28/99	ON and Design	SCILLC
861966	6/21/99	ON and Design	SCILLC
99-05698	6/24/99	ON and Design	SCILLC
99-05694	6/24/99	ON and Design	SCILLC
99-05697	6/24/99	ON and Design	SCILLC
99-05695	6/24/99	ON and Design	SCILLC
T99/06234B	6/18/99	ON and Design	SCILLC
T99/06235J	6/18/99	ON and Design	SCILLC
T99/06236I	6/18/99	ON and Design	SCILLC
T99/06237G	6/18/99	ON and Design	SCILLC
9911485	7/16/99	ON and Design	SCILLC
75/979483	DIV.	ON and Design	SCILLC
099/10751	6/18/99	ON and Design	SCILLC
099/10752	6/18/99	ON and Design	SCILLC
099/10753	6/18/99	ON and Design	SCILLC
099/10754	6/18/99	ON and Design	SCILLC
76/123470	9/7/00	ONNN	SCILLC
2001031384	Convention filed 3/7/01	ON & Rendering of Three-Dimensional Design	SCILLC
2001031385	Convention filed 3/7/01	ON & Rendering of Three-Dimensional Design	SCILLC
2001031386	Convention filed 3/7/01	ON & Rendering of Three-Dimensional Design	SCILLC
1928639	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC
2001/03551	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC
2001/03552	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC
2001/03553	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC
994350	Convention filed 3/5/01	ON & Rendering of Three-Dimensional Design	SCILLC
2000-113820	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC
45-2000-4428	9/15/00 non-convention	ON & Rendering of Three-Dimensional Design	SCILLC
474,519	Convention filed 3/7/01	ON & Rendering of Three – Dimensional Design	SCILLC
474,518	Convention filed 3/7/01	ON & Rendering of Three – Dimensional Design	SCILLC
2000/17649	Convention filed 7/12/00	ON & Rendering of Three-Dimensional Design	SCILLC
2000/17650	Convention filed 7/12/00	ON & Rendering of Three-Dimensional Design	SCILLC
2000/17651	Convention filed 7/12/00	ON & Rendering of Three-Dimensional Design	SCILLC
TO1/02961I	Convention	ON & Rendering of Three-Dimensional Design	SCILLC

App/Reg. Number	Filing Date	Trademark	Owner
	filed 3/5/01		
TO1/02962G	Convention filed 3/5/01	ON & Rendering of Three-Dimensional Design	SCILLC
TO1/02963E	Convention filed 3/5/01	ON & Rendering of Three-Dimensional Design	SCILLC
POZ 3403-2000	Convention filed	ON & Rendering of Three-Dimensional Design	SCILLC
90-7410	Convention filed Appln. filed 3/6/01	ON & Rendering of Three-Dimensional Design	SCILLC
90-7411	Convention filed Appln. filed 3/6/01	ON & Rendering of Three-Dimensional Design	SCILLC
90-7412	Convention filed Appln. filed 3/6/01	ON & Rendering of Three-Dimensional Design	SCILLC

SECURITY AGREEMENT dated as of August 4, 1999, among SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC, a Delaware limited liability company (the "*Borrower*"), SCG HOLDING CORPORATION, a Delaware corporation ("*Holdings*"), each subsidiary of Holdings listed on Schedule I hereto (each such subsidiary individually a "*Subsidiary*" or a "*Guarantor*" and, collectively, the "*Subsidiaries*" or, with Holdings, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and THE CHASE MANHATTAN BANK, a New York banking corporation ("*Chase*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*"), Chase, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), and Credit Lyonnais New York Branch, DLJ Capital Funding, Inc. and Lehman Commercial Paper Inc., as co-documentation agents and (b) the Guarantee Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors and the Collateral Agent.

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

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

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ARTICLE I

Definitions

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

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

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

"*Accounts*" shall mean all "accounts" (as defined in the Uniform Commercial Code as in effect in the State of New York ("UCC")) of any Grantor and shall include any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

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

"*Collateral*" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property and (h) Proceeds.

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

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

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

"Commodity Intermediary" shall mean (a) a Person who is registered as a futures commission merchant under the federal commodities laws or (b) a Person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"*Proceeds*" shall mean "proceeds" (as defined in the UCC) of any Grantor and shall include any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include , (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

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

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

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

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

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

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

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

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

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

ARTICLE II

Security Interest

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

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

ARTICLE III

Representations and Warranties

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

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

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

(b) Each Grantor shall ensure that fully executed security agreements in the form hereof (or short-form supplements to this Agreement in form and substance satisfactory to the Collateral

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

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

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

ARTICLE IV

Covenants

SECTION 4.01. *Records*. Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the

Collateral Agent an updated Perfection Certificate, noting all material changes, if any, since the date of the most recent Perfection Certificate.

SECTION 4.02. *Protection of Security*. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.03. *Further Assurances*. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

SECTION 4.04. *Inspection and Verification*. The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, at reasonable times and intervals during normal business hours upon reasonable advance notice to the respective Grantor and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of the Collateral. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party in accordance with and subject to the provisions set forth in Section 9.12 of the Credit Agreement.

SECTION 4.05. *Taxes; Encumbrances*. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral, in each case to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.06. *Assignment of Security Interest*. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent to the extent permitted by any contracts or arrangements to which such property is subject. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

SECTION 4.07. *Continuing Obligations of the Grantors*. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.08. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any material Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.09. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices.

SECTION 4.10. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.11. *Legend.* If any Accounts Receivable of any Grantor are evidenced by chattel paper, such Grantor shall legend, in form and manner satisfactory to the Collateral Agent, such Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.12. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to

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establish and preserve its maximum rights under applicable patent laws pursuant to which each such Patent is issued.

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

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

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

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence and perfect the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

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

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

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

ARTICLE V

Power of Attorney

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

ARTICLE VI

Remedies

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an

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

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any Obligation then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the

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Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

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

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

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

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

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

SECTION 6.03. *Grant of License to Use Intellectual Property*. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

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ARTICLE VII

Miscellaneous

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

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

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

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

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

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or

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protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof applicable to it.

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

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

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

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

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.09. *WAIVER OF JURY TRIAL.* EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG

OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

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

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

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

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

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

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

SECTION 7.14. *Termination*. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the LC Exposure has been reduced to zero and the Issuing Bank has no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Grantor shall automatically be released from its obligations

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hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released in the event that such Grantor ceases to be a Subsidiary pursuant to a transaction permitted under the Loan Documents, at which time the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such release.

SECTION 7.15. *Additional Grantors*. Pursuant to Section 5.12 of the Credit Agreement, each Subsidiary Loan Party that was not in existence or not a Subsidiary Loan Party on the date of the Credit Agreement is required to enter in to this Agreement as a Grantor upon becoming a Subsidiary Loan Party. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 3 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

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

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC,

By_____
Name: Jean-Jacques Morin
Title: Vice President

SCG HOLDING CORPORATION,

By_____
Name: Jean-Jacques Morin
Title: Vice President

EACH OF THE OTHER GUARANTORS LISTED ON SCHEDULE I HERETO,

By_____
Name: Jean-Jacques Morin
Title: Vice President

THE CHASE MANHATTAN BANK, as Collateral Agent,

By_____
Name: Marian N. Schulman
Title: Vice President

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