

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motorola, Inc.		04/04/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Freescale Semiconductor, Inc.
Street Address:	6501 William Cannon Drive West
City:	Austin
State/Country:	TEXAS
Postal Code:	78735
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76567257	FREESCALE
Serial Number:	78376532	FREESCALE SEMICONDUCTOR
Serial Number:	78376535	

CORRESPONDENCE DATA	
Fax Number:	(512)536-4598
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	aotrademark@fulbright.com
Correspondent Name:	Fulbright & Jaworski L.L.P.
Address Line 1:	600 Congress Avenue
Address Line 2:	Suite 2400
Address Line 4:	Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	FRES:010/STV
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NAME OF SUBMITTER:	Shannon T. Vale
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Total Attachments: 5
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OP \$90.00 76567257

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TRADEMARK ASSIGNMENT

This Trademark Assignment is delivered pursuant to that certain Intellectual Property Assignment Agreement (the "Agreement") dated as of April 4, 2004, between **MOTOROLA, INC.**, a corporation organized and existing under the laws of the State of Delaware, and having a principal place of business at **1303 East Algonquin Road, Schaumburg, Illinois, United States of America** ("Assignor") and **FREESCALE SEMICONDUCTOR, INC.**, a corporation organized and existing under the laws of the State of Delaware, and having a principal place of business at **6501 William Cannon Drive West, Austin, Texas 78735** ("Assignee").

Capitalized terms used in this Trademark Assignment have the same meanings given to them in the Agreement.

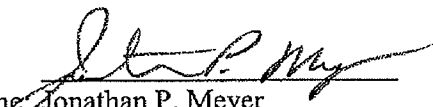
The Assignor has delivered this instrument signed by the Assignor to enable the Assignee to file it with any appropriate governmental agency to indicate ownership of Registered Intellectual Property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Assignee under the Agreement and other instruments of transfer delivered in connection with the Agreement.

1. For good and valuable consideration, receipt of which the Assignor acknowledges, and by signing and delivering this instrument, the Assignor sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title, and interest in and to:
 - (a) the registered trademarks and applications for registration of trademarks specifically listed in Attachment A to this Trademark Assignment; and
 - (i) all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;
 - (ii) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark;
 - (iii) all rights in and under the trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and
 - (iv) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace the Assignor in all related matters.

This assignment is made in connection with the sale of the entire business to which the trademarks relate. As of the date set forth below, the Assignee has succeeded to all right, title, and standing of the Assignor to: (a) receive all rights and benefits pertaining to the trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the trademarks described above. This Trademark Assignment (a) is irrevocable and effective upon the Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the execution of the Agreement, if and only if the such execution occurs, (b) benefits and binds the parties to the Agreement and their respective successors and assignees and (c) does not modify or affect, and is subject to, the provisions of the Agreement.

The undersigned has signed this Trademark Assignment as of April 4, 2004.

MOTOROLA, INC.

By: 
Name: Jonathan P. Meyer
Title: Senior Vice President and Director
Patents, Trademarks & Licensing

STATE OF ILLINOIS
COUNTY OF COOK

On April 4, 2004 before me, Gabrielle Richards (the undersigned notary), personally appeared Jonathan P. Meyer personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, Motorola, Inc., upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public [Seal]



ATTACHMENT A

**Country
United States**

Mark

ALTIVEC

Application Date **Application Number**
10/10/2002 78/173171

Mark

C-5

Application Date	Application Number	Registration Date	Registration Number
8/12/1999	75/773520	10/31/2000	2399754

Mark

COLDFIRE

Application Date	Application Number	Registration Date	Registration Number
1/18/1995	74/622678	4/15/1997	2053242

Mark

C-PORT

Application Date **Application Number**
11/25/1998 75/589456

Mark

C-WARE CPI

Application Date	Application Number	Registration Date	Registration Number
8/12/1999	75/773519	10/31/2000	2399753

Mark

C-WARE PARTNER C-PORT & Design

Application Date	Application Number	Registration Date	Registration Number
8/12/1999	75/773518	1/2/2001	2417191

Mark

C-WARE PARTNER

Application Date	Application Number	Registration Date	Registration Number
8/12/1999	75/773517	1/2/2001	2417191

Mark

C-WARE

Application Date	Application Number	Registration Date	Registration Number
8/12/1999	75/773521	10/31/2000	2399755

Mark

DIGITAL DNA

Application Date **Application Number**
7/24/2001 78/059613

Mark

DIGITAL DNA

Application Date	Application Number	Registration Date	Registration Number
11/7/1997	75/386329	9/16/2003	2764480

Mark

DIGITAL DNA

Application Date	Application Number	Registration Date	Registration Number
10/23/1997	75/378434	1/7/2003	2672400

Mark

DIGITAL DNA

Application Date	Application Number	Registration Date	Registration Number
4/7/1995	74/660305	8/4/1998	2178802

Mark

FREESCALE

Application Date	Application Number
12/30/2003	76/567257

Mark

FREESCALE SEMICONDUCTOR & Design

Application Date	Application Number
3/1/2004	78/376532

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INNOVATIVE CONVERGENCE

Application Date	Application Number
8/22/2001	78/080651

Mark

Loop Design

Application Date	Application Number
10/1/2001	76/320037

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Loop Design

Application Date	Application Number
10/1/2001	76/320038

Mark

Miscellaneous Design (Rectangles)

Application Date	Application Number
3/1/2004	78/376535

Mark

MOBILEGT

Application Date	Application Number
8/18/2000	76/112443

Mark

QORUS

Application Date	Application Number	Registration Date	Registration Number
6/20/1994	74/540202	7/21/1998	2175228

Mark

STARCORE

Application Date	Application Number
10/22/2002	78/176973

Mark

STARCORE

Application Date	Application Number	Registration Date	Registration Number
8/2/1993	74/420835	9/19/1995	1919309

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STREAMASTER

Application Date
11/17/1998

Application Number
75/590400

Registration Date
1/8/2002

Registration Number
2527910

Mark

SYMPHONY

Application Date
9/4/1992

Application Number
74/310931

Registration Date
11/28/1995

Registration Number
1937656

Mark

SYMPHONY

Application Date
10/16/2002

Application Number
78/174975

Mark

XTREMESPECTRUM

Application Date
3/18/2002

Application Number
76/384866

Mark

XTREMESPECTRUM

Application Date
6/22/2000

Application Number
76/075422