

09-21-2005

RECORD  
TRA



103085923

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-19-05

1. Name of conveying party(ies)/Execution Date(s):  
Seaway Networks Inc., a Canadian corporation,  
and Seaway Networks (Delaware) Incorporated,  
a Delaware corporation

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) 8/19/05

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Freescale Semiconductor, Inc.

Internal  
Address: \_\_\_\_\_

Street Address: 7700 West Parmer Lane MD: PL-02

City: Austin

State: Texas

Country: USA Zip: 78729

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship USA

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/156,468

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"Seaway Networks" in classes 9, 37 and 42

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

Name: Jerry M. Keys

Internal Address: Winstead Sechrest & Minick P.C.

Street Address: P.O. Box 50784

City: Dallas

State: Texas Zip: 75201

Phone Number: 512.370.2892

Fax Number: 512.370.2850

Email Address: jkeys@winstead.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Jerry M. Keys

Signature

Jerry M. Keys

Name of Person Signing

September 14 2005  
Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/20/2005 ECOOPER 00000269 78156468

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TRADEMARK  
REEL: 003224 FRAME: 0752

## TRADEMARK ASSIGNMENT

In accordance with that certain Asset Purchase Agreement dated August 19, 2005, Freescale Semiconductor, Inc. a Delaware corporation ("Buyer") and Seaway Networks (Delaware) Incorporated, a Delaware corporation and Seaway Networks Inc., a Canadian corporation ( collectively "Seller"), pursuant to which Seller has transferred the substantially all of the assets of its business, and for good and valuable consideration, receipt of which is hereby acknowledged, Seller does hereby sell, assign, and transfer to Buyer, its successors and assigns, all of Seller's rights, title and interest in and to the trademarks and service marks listed on the attached Schedule A (the "Trademarks"), whether registered or at common law, together with the goodwill of the business associated with the Trademarks, and all right, title and interest in any registrations or pending applications for the Trademarks, including, but not limited to those listed in the attached Schedule A.

Seller further hereby assigns any and all claims, demands, and causes of action for infringement of the Trademarks, past, present and future, and all of the proceeds from the foregoing, accrued and unpaid and hereafter accruing.

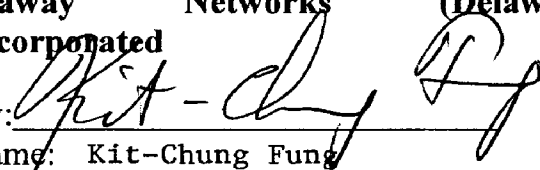
Seller also hereby assigns to Buyer all income, royalties, and payments due to Seller with respect to the foregoing assigned Trademarks, including, without limitation, unpaid damages for past, present and future claims for infringement of the assigned Trademarks.

Seller hereby authorizes and requests the officials of the United States Patent and Trademark Office and the corresponding officials of any and all other countries worldwide to issue any and all trademark registrations for the Trademarks, when granted, to Buyer, as buyer of Seller's entire right, title and interest in and to the same, for the sole use and benefit of the Buyer, its successors and assigns.


Seller also agrees that it will reasonably cooperate with Buyer to fully carry out the terms of this assignment and that it will promptly sign and/or deliver to Buyer all documents which may be reasonably necessary to record this assignment and any prior assignments or other transfers of ownership of the Trademarks in any country of the world and otherwise perfect Buyer's ownership of the Trademarks.

IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be signed this 19th day of August, 2005.

**Seaway Networks (Delaware)  
Incorporated**

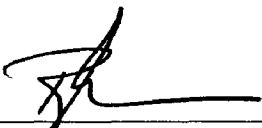
By:   
Name: Kit-Chung Fung  
Title: President

**Seaway Networks Inc.**

By:   
Name: Kit-Chung Fung  
Title: President

CANADA )  
 )  
PROVINCE OF ONTARIO)

This Trademark Assignment was acknowledged before me on August 19, 2005 by  
Kit-Chung Fung, President of Seaway Networks (Delaware) Incorporated  
on behalf of said corporation

  
\_\_\_\_\_  
Signature R. L. Taylor  
\_\_\_\_\_  
Printed Name


Notary Public in and for the Province of Ontario

My Commission expires:

N/A

CANADA )  
 )  
PROVINCE OF ONTARIO)

This Trademark Assignment was acknowledged before me on August 19, 2005 by  
Kit-Chung Fung, President of Seaway Networks Inc. on behalf of said  
corporation

  
\_\_\_\_\_  
Signature R. L. Taylor  
\_\_\_\_\_  
Printed Name

Notary Public in and for the Province of Ontario

My Commission expires:

N/A

**Schedule A  
to Trademark Assignment  
between Seaway Networks (Delaware) Incorporated and Seaway Networks Inc.  
(collectively "Seller") and Freescale Semiconductor, Inc. ("Buyer")**

**TRADEMARKS**

**Registered Trademarks**

- Canadian trademark registration TMA633,417 for "Seaway Networks"  
Country – Canada  
Owner – **Seaway Networks Incorporated**  
Application #/Serial #: 1,132,103  
Wares: Networking equipment, namely chipsets, printed circuit boards, peripheral connect interphase CPCJ cords; networking software for operation of chipsets; networking software for content processing  
Services: product maintenance and support for networking equipment and networking software
  
- Canadian trade-mark registration TMA639,136 for "Streamwise"  
Country – Canada  
Owner – **Seaway Networks Incorporated**  
Application #/Serial #: 1,138,829  
Wares: Networking equipment, namely chipsets; networking software for operation of chipsets; network software for content processing  
Services: product maintenance and support services for networking equipment and networking software

**Applications for Registration**

- US trademark application for "Seaway Networks" in classes 9, 37 and 42  
Country – Canada  
Owner – **Seaway Networks Incorporated**  
Application #/Serial #: 78/156,468  
Class 9: Networking equipment, namely chipsets, printed circuit boards and sub-assemblies; networking software for operation of chipsets; networking software for content processing; product maintenance and support services for networking equipment and networking software  
Class 37: maintenance and repair of computer networks and computer hardware  
Class 42: maintenance and repair of computer networking software; technical support, namely monitoring of network systems
  
- US trademark application for "Streamwise" in class 42  
Country – Canada  
Owner – **Seaway Networks Incorporated**  
Application #/Serial #: 78/178,543  
Services: maintenance of networking equipment, namely chipsets; maintenance of networking software for operation of chipsets; technical support services, namely, trouble shooting of networking equipment and networking software problems
  
- US trademark application for "Streamwise" in class 9

Country – Canada

Owner – **Seaway Networks Incorporated**

Application #/Serial #: 78/178,484

Wares: Networking equipment, namely chipsets; networking software for operation of chipsets; application specific standard product (ASSP) for use in network content processing; software, namely, firmware, applications and development tools, for use in network content processing

**Unregistered Common Law Marks**

- SW5000
- NCA2000-L7C-T
- NCA2000-L4C-T
- NCA2000-L7-T
- NCA200-L4-T
- NCA2000-L7C-SX
- NCA2000-L4C-SX
- NCA2000-L7-SX
- NCA2000-L4-SX
- NCA2000-L7P (Trident)
- NCA2000 Development Platform