

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1


<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Newport Fab, LLC		01/06/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Capital Finance Corporation (Western)		
<b>Street Address:</b>	251 South Lake Avenue, Suite 900		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2854466	JAZZ SEMICONDUCTOR	
Registration Number:	2952270	JAZZ SEMICONDUCTOR	
Serial Number:	76384363	JAZZ SEMICONDUCTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	pagodoa@federalresearch.com		
<b>Correspondent Name:</b>	CBCInnovis dba Federal Research		
<b>Address Line 1:</b>	1023 Fifteenth Street, NW, Suite 401		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	349936		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		

CH \$90.00 2854466

Signature:	/pja/
Date:	01/23/2006
Total Attachments: 7 source=349936#page1.tif source=349936#page2.tif source=349936#page3.tif source=349936#page4.tif source=349936#page5.tif source=349936#page6.tif source=349936#page7.tif	

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<b>1. Name of conveying party(ies):</b> NEWPORT FAB, LLC  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u>  Citizenship (see guidelines) <u>Delaware</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No  Name: <u>Wachovia Capital Finance Corporation (Western)</u> Internal Address: _____ Street Address: <u>251 South Lake Avenue, Suite 900</u> City: <u>Pasadena</u> State: <u>California</u> Country: <u>USA</u> Zip: <u>91101</u> <input type="checkbox"/> Association    Citizenship _____ <input type="checkbox"/> General Partnership    Citizenship _____ <input type="checkbox"/> Limited Partnership    Citizenship _____ <input checked="" type="checkbox"/> Corporation    Citizenship <u>California</u> <input type="checkbox"/> Other _____    Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) <u>January 6, 2006</u>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) 76384363 B. Trademark Registration No.(s) 2854466 2952270 Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): A. JAZZ SEMICONDUCTOR B. JAZZ SEMICONDUCTOR JAZZ SEMICONDUCTOR	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Federal Research Co., LLC</u> Internal Address: <u>Attention: Penelope Agodoa</u>  Street Address: <u>1030 15th Street, NW</u> <u>Suite 920</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u> Phone Number: <u>(800) 846-3190</u> Fax Number: _____ Email Address: _____	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">3</span>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ 90.00</b> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed  <b>8. Payment Information:</b> a. Credit Card    Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____
<b>9. Signature:</b> _____ <span style="float: right;">January 20, 2006</span> <div style="text-align: center; margin-left: 200px;">                   Signature             </div> <div style="text-align: center; margin-left: 200px;">                 _____                  Name of Person Signing             </div> <div style="text-align: right; margin-right: 50px;">                 _____                  Date             </div> <div style="text-align: right; margin-right: 50px;">                 Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">7</span> </div>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**"), dated as of January 6, 2006, by and between NEWPORT FAB, LLC, a Delaware limited liability company with its chief executive office located at 4321 Jamboree Road, Newport Beach, California 92660, ("**Pledgor**"), and WACHOVIA CAPITAL FINANCE CORPORATION (WESTERN), a California corporation, with an office at 251 South Lake Avenue, Suite 900, Pasadena, California 91101 ("**Pledgee**").

### W I T N E S S E T H:

WHEREAS, Pledgee, Pledgor and Jazz Semiconductor, Inc., a Delaware corporation, have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified at any time or from time to time, the "**Loan Agreement**", and together with all other agreements entered into in connection therewith, in each case, as amended, restated, supplemented or otherwise modified at any time or from time to time, the "**Financing Agreements**"), pursuant to which Pledgee has agreed to extend certain loans and financial accommodations to Pledgor, subject to the terms and provisions of the Financing Agreements;

WHEREAS, Pledgor owns the right, title, and interest in and to, among other things, the trademarks, servicemarks, trade names, trade styles, trademark and service mark applications, licenses and rights to use any of the foregoing, and all applications, registrations and recordings relating to any of the foregoing, set forth on Exhibit A hereto, to the extent set forth in the Loan Agreement (the "**Trademarks**"); and

WHEREAS, in order to secure the Obligations (as defined in the Financing Agreements) of the Borrowers to Pledgee, Pledgor has agreed to grant to Pledgee a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Pledgee has requested Pledgor to enter into this Security Agreement to evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of Pledgor's Obligations, and to induce Pledgee to make loans and advances to Pledgor, Pledgor hereby grants to Pledgee a continuing security interest in:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any State of the United States, any political subdivision thereof and any other country or jurisdiction;
- (c) all trademarks, servicemarks, trade names, trade styles, trademark and service mark applications, licenses and rights to use any of the foregoing, and all applications, registrations and recordings relating to any of the foregoing, hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "**Future Trademarks**");

(d) all extensions, renewals, reissues, divisions, continuations and continuations-in-part of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;

(e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(g) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

(h) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "**Collateral**".

Notwithstanding the foregoing, "Collateral" shall not include any lease, license, permit, contract, property right or agreement to which Pledgor is a party or under which Pledgor has any right or interest (including any Intellectual Property of Pledgor that is the subject of such lease, license, permit, contract, property right or agreement) if and only for so long as the grant of a security interest hereunder shall constitute or result in a breach, termination or default under any such lease, license, permit, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective under Sections 9406, 9407, 9408 or 9409 of the UCC or any other applicable law or principle of equity); provided, however, that such security interest shall attach immediately to any portion of such lease, license, permit, contract, property right or agreement that does not result in any of the consequences specified above in this paragraph.

AND Pledgor hereby covenants with Pledgee as follows:

1. Loan and Security Agreement and Financing Agreements. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interests granted to Pledgee pursuant to the Loan Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Pledgee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement and the other Financing Agreements, and that Pledgee shall have all the rights and remedies granted to it by the Loan Agreement and the other Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee. This Security Agreement is a supplement to, and is hereby incorporated into, the Financing Agreements and made a part thereof.

2. No Obligations of Pledgee. Pledgee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Security Agreement or any payment received by Pledgee relating to the Collateral, nor shall

Pledgee be required to perform any covenant, duty, or obligation of Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

3. Amendments and Waivers. This Security Agreement may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Pledgor and Pledgee. Pledgor hereby authorizes Pledgee to modify this Security Agreement at any time and from time to time upon prior notification of Pledgor by amending Exhibit A hereto to include any Future Trademarks or any additional licenses relating to the Collateral. Notwithstanding the foregoing, no failure to so modify this Security Agreement or amend Exhibit A hereto shall in any way affect, invalidate or detract from Pledgee's continuing security interest in all Collateral, whether or not listed on Exhibit A hereto.

4. Severability. If any clause or provision of this Security Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

5. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

6. Counterparts, etc. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Security Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each of the parties hereto have caused this Security Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the date first above written.

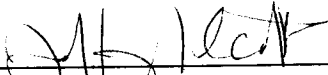
PLEDGOR:

NEWPORT FAB, LLC,  
a Delaware limited liability company

By: Brent P. Jensen  
Name: Brent D. Jensen  
Title: CFO

PLEDGEE:

**WACHOVIA CAPITAL FINANCE  
CORPORATION (WESTERN),**  
a California corporation

By:   
Name: TRIPP SWAN  
Title: V.P.



**EXHIBIT A**

List of Trademarks

1. Trademark: Jazz Semiconductor  
Registration No.: 2,854,466  
Registration Date: June 15, 2004
2. Trademark: Jazz Semiconductor  
Application No.: 76-384,363  
Registration Date: Pending  
Filing Date: February 28, 2002
3. Trademark: Jazz Semiconductor  
Registration No.: 2,952,270  
Registration Date: May 17, 2005