

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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.

1. Name of conveying party(ies):

NXP B.V.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Netherlands
- Other _____

Citizenship (see guidelines) Netherlands

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Morgan Stanley Senior Funding, Inc.

Internal

Address: _____

Street Address: 20 Cabot Square - Canary Wharf

City: London

State: _____

Country: England Zip: E14 4QW

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Great Britain
- 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)

B. Trademark Registration No.(s)

2,171,494
2,649,896

Additional sheet(s) attached? Yes No

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

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

Name: Moser IP Law Group

Internal Address: Second Floor

Street Address: 1040 Broad Street

City: Shrewsbury

State: New Jersey

Zip: 07702

Phone Number: 732-978-4890

Fax Number: 732-935-7122

Email Address: docketing@moseriplaw.com

6. Total number of applications and registrations involved:

Two (2)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- 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 60-3562

Authorized User Name _____

9. Signature:



Raymond R. Moser, Jr.

Name of Person Signing

January 19, 2007

Date

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

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

CH \$65.00 503562 2171494

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 29, 2006 between NXP B.V. (the "Grantor") and MORGAN STANLEY SENIOR FUNDING, INC., as Global Collateral Agent for the Secured Parties (the "Global Collateral Agent").

A. Reference is made to the (i) Secured Agreements wherein the Secured Parties have agreed to advance funds, extend credit and provide other financial accommodation to one or more of the Borrowers and (ii) Security Agreement dated as of the date hereof between the Grantor and the Global Collateral Agent (the "Security Agreement").

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

C. The Grantor has entered into the Security Agreement in order to induce the Secured Parties to enter into the Secured Agreements and to induce the Secured Parties to advance funds, extend credit and provide other financial accommodation under the Secured Agreements.

D. Pursuant to Section 3.2(a)(i)(B) of the Security Agreement, the Grantor has agreed to deliver an agreement to the Global Collateral Agent substantially in the form of Exhibit A-3 thereto with respect to Pledged Trademarks. The undersigned Grantor is executing this Trademark Security Agreement in order to facilitate supplemental filings to be made by the Global Collateral Agent with the United States Patent and Trademark Office.

Accordingly, the Global Collateral Agent and the Grantor agree as follows:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Global Collateral Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Pledged Trademark (as defined in the Security Agreement) owned by the Grantor referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark (excluding "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of security interests therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable law);

TRADEMARK

(ii) all Proceeds of the foregoing, including, without limitation, all Proceeds of any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Global Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Global Collateral Agent's name, from time to time, in the Global Collateral Agent's discretion, so long as any Enforcement Event shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Global Collateral Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Global Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

TRADEMARK

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29th day of September, 2006.

NXP B.V.

By:



Name:

Title:

Acknowledged:

MORGAN STANLEY SENIOR
FUNDING, INC.,
as Global Collateral Agent

By: Mathias Blumschein

Name: Mathias Blumschein
Title: Authorized Signatory

Signature Page to the Trademark Security Agreement

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**Schedule 1
to Trademark
Security Agreement**

NXP B.V.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
TriMedia		
Nexperia		

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