

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC		09/06/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78859403	FROM THE SOCKET TO THE POCKET	
Serial Number:	78859382	FROM THE SOCKET TO THE POCKET	
Serial Number:	78810023	GREENPOINT	
Serial Number:	78810081	GREENPOINT FROM ON SEMICONDUCTOR	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	31983		

OP \$115.00 78859403

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/10/2007
Total Attachments: 6 source=31983#page1.tif source=31983#page2.tif source=31983#page3.tif source=31983#page4.tif source=31983#page5.tif source=31983#page6.tif	

TRADEMARK SECURITY AGREEMENT, dated as of September 6, 2007, among SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC (the "Borrower") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the Security Agreement dated as of August 4, 1999, as amended and restated as of March 3, 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among ON Semiconductor Corporation ("Holdings"), the Borrower, the Subsidiary Loan Parties and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of August 4, 1999, as amended and restated as of March 6, 2007 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(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 or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. Upon termination of the

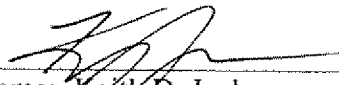
Security Agreement or release of a Grantor's obligations thereunder, this Trademark Security Agreement shall automatically terminate as to such Grantor.

SECTION 4. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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: Keith D. Jackson
Title: President and
Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by

Name:
Title:

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:

Title:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by

Name:

Title:

Ann B. Kerns
Ann B. Kerns
Vice President

Schedule I

Trademarks

<u>Registered Owner of Trademark</u>	<u>Title of Trademark</u>	<u>Trademark Number (Application Number)</u>	<u>Date of Registration (Application)</u>
Semiconductor Components Industries, LLC	FROM THE SOCKET TO THE POCKET	78/859,403	Filed 4/11/06
Semiconductor Components Industries, LLC	FROM THE SOCKET TO THE POCKET	78/859,382	Filed 4/11/06
Semiconductor Components Industries, LLC	GREENPOINT	78/810,023	Filed 2/8/06
Semiconductor Components Industries, LLC	GREENPOINT & Design	78/810,081	Filed 2/8/06

TRADEMARK