

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Analog Devices, Inc.		12/31/2007	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Semiconductor Components Industries, LLC		
Street Address:	5005 East McDowell Road		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85008		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2872204	DBCOOL	
CORRESPONDENCE DATA			
Fax Number:	(619)764-6701		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	619-699-2651		
Email:	sdtrademark@dlapiper.com		
Correspondent Name:	K. Danica Ray		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101-4297		
ATTORNEY DOCKET NUMBER:	356097-8/DBCOOL		
NAME OF SUBMITTER:	K. Danica Ray		
Signature:	/kdray/		
Date:	01/30/2008		

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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment Agreement") is entered into as of December 31, 2007, by and among Analog Devices, Inc., a Massachusetts corporation ("Parent"), Analog Devices B.V., an entity organized under the laws of the Netherlands, ("ADBV" and together with Parent, the "Sellers") and Semiconductor Components Industries, LLC, a Delaware limited liability company (the "Buyer"). Capitalized terms used herein, unless separately defined herein, shall have the meanings ascribed to them in the Agreement.

WHEREAS, the Sellers, the Buyer and ON Semiconductor Trading, Ltd., an entity organized under the laws of Bermuda and a wholly owned subsidiary of the Buyer ("ON Bermuda"), have concurrently herewith consummated the purchase by the Buyer and ON Bermuda of the Acquired Assets pursuant to the terms and conditions of the Purchase and Sale Agreement dated November 8, 2007, between the Sellers, the Buyer and ON Bermuda (the "Agreement").

WHEREAS, pursuant to the Agreement, the Sellers wish to assign, sell and transfer to the Buyer, and the Buyer wishes to purchase and acquire, the Transferred Intellectual Property Rights, including without limitation the Transferred Intellectual Property Rights listed in Schedule A to this IP Assignment Agreement from the applicable Seller entity and to the Buyer as set forth therein.

WHEREAS, the Sellers and the Buyer desire to have a recordable instrument assigning from the Sellers to the Buyer the Transferred Intellectual Property.

NOW, THEREFORE, in consideration of the mutual promises contained in this IP Assignment Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Sellers hereby sell, grant, convey and assign to the Buyer, all of their rights, title and interest in and to the Patents and Patent applications listed in Schedule A to this IP Assignment Agreement, and any patents that may issue therefrom, including without limitation any foreign counterparts, divisions, continuations, continuations in part or reissues of such patents.

2. The Sellers further sell, grant, convey and assign to the Buyer, all their rights, title and interest in and to the Trademarks listed in Schedule A to this IP Assignment Agreement together with the goodwill of the Business symbolized by and associated with such Trademarks.

3. The Sellers further sell, grant, convey and assign to the Buyer all their rights, title and interest in and to the mask works listed in Schedule A to this IP Assignment Agreement.

4. The Sellers hereby authorize and request the Commissioner of the Patents and Trademarks Office of the United States or the United States Copyright Office, as applicable, and, in the case of any patent, trademark or mask works applications filed with any office of any

country or countries foreign to the United States, any officer of such country whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to the Buyer and its successors, assigns and other legal representatives in accordance with the terms in this instrument.

5. This IP Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this IP Assignment Agreement to be duly executed on its behalf by its officer thereunto duly authorized, as of the date first written above.

SELLERS:

ANALOG DEVICES, INC.

By: 

Name: Peter Henry

Title: Vice President, Power Management Products

ANALOG DEVICES B.V.

By: _____

Name: Robert McAdam

Title: Managing Director

BUYER:

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this IP Assignment Agreement to be duly executed on its behalf by its officer thereunto duly authorized, as of the date first written above.

SELLERS:

ANALOG DEVICES, INC.

By: _____
Name: Peter Henry
Title: Vice President, Power Management Products

ANALOG DEVICES INC.

By:  _____
Name: Robert McAdam
Title: Managing Director

BUYER:

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

By: _____
Name: _____
Title: _____

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SELLERS:

ANALOG DEVICES, INC.

By: _____
Name: Peter Henry
Title: Vice President, Power Management Products

ANALOG DEVICES B.V.

By: _____
Name: Robert McAdam
Title: Managing Director

BUYER:



SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
By: _____
Name: Donald A. Colvin
Title: Executive Vice President and
Chief Financial Officer

Exhibit A

Transferred Intellectual Property Rights

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

EXHIBIT A

Patents and Patent Applications

ADI Docket No.	Patent/App. No.	Title	Primary Inventor
APD1453-1-US	6,064,187	Voltage Regulator Compensation Circuit and Method	Redl et al
APD1453-2-US	6,229,292	Voltage Regulator Compensation Circuit and Method	Redl et al
APD1453-1-JP	3,574,029	Voltage Regulator Compensation Circuit and Method	Redl et al
APD1527-1-US	6,188,189	Fan Speed Control System	Blake
APD1527-2-US	10/168,434	Fan Speed Control System	Blake
APD1527-3-US	10/178,436	Fan Speed Control System	Blake
APD1527-1-CN	ZL00817673.6	Fan Speed Control System	Blake
APD1527-1-JP	2001/549071	Fan Speed Control System	Blake
APD1527-1-TW	89127216	Fan Speed Control System	Blake
APD1469-1-US	6,255,973	Address Selection Circuitry Using Single Analog Input Line	Smith et al
APD1660-1-US	6,473,280	Switching Regulator Failure Detection Circuit and Method	Buxton et al
APD1628-1-US	6,528,987	Method and Apparatus for Determining Fan Speed	Blake et al
APD1790-1-US	6,554,469	Four Current Transistor Temperature Sensor and Method	Thomson et al
APD1745-1-US	6,680,837	Hiccup-Mode Short Circuit Protection Circuit and Method for Linear Voltage Regulators	Buxton
APD2550-1-US	6,958,594	Switched Noise Filter Circuit for DC-DC Converters Constant ON Time	Redl et al
APD2550-1-CN	2005/80002712.6	Switched Noise Filter Circuit for DC-DC Converters Constant ON Time	Redl et al
APD2550-1-EP	1,714,377	Switched Noise Filter Circuit for DC-DC Converters Constant ON Time	Redl et al
APD2550-1-JP	2006-551111	Switched Noise Filter Circuit for DC-DC Converters Constant ON Time	Redl et al
APD2550-1-TW	I271606	Switched Noise Filter Circuit for DC-DC Converters Constant ON Time	Redl et al
APD2829-1-US	60/610,024	Switching Power Supply Control	Schiff
APD2829-2-US	11/109,466	Switching Power Supply Control	Schiff
APD2829-1-TW	94131510	Switching Power Supply Control	Schiff
APD3074-1-US	60/683,919	Power Supply Output Monitor -CPU Power Monitor	Schiff et al
APD3074-1-TW	95116040	Power Supply Output Monitor -CPU Power Monitor	Schiff et al
APD3074-2-US	11/367,003	Power Supply Output Monitor -CPU Power Monitor	Schiff et al
APD2797-1-US	60/598,666	Boosted Switch Drive with Charge Transfer	Schiff et al
APD2797-2-US	10/976,196	Boosted Switch Drive with Charge Transfer	Schiff
APD2797-1-CN	200580024396	Boosted Switch Drive with Charge Transfer	Schiff

ADI Docket No.	Patent/App. No.	Title	Primary Inventor
APD2797-1-JP	2007524850	Boosted Switch Drive with Charge Transfer	Schiff
APD2797-1-TW	94125397	Boosted Switch Drive with Charge Transfer	Schiff
APD3307-1-US	11/555,460	Power Supply Controller with Transient Gain Change	Schiff et al
APD3357-1-US	60/910,507	A Novel Methodology for Digitally Tuning Compensation	Perrault et al
APD3357-2-US	11/733,615	A Novel Methodology for Digitally Tuning Compensation	Perrault et al
APD3358-1-US	11/685,091	PWM with Clock Frequency Change During Load Release	Tobin et al

Trademarks

ADI Docket No.	Registration No.	Mark
ATR223-1-US	2,872,204	DBCOOL

Mask Works

ADI Docket No.	Registration No.	Title
MW133-US	MW15-032	ADM1022-P71B
MW136-US	MW15-434	ADM1028-P100A
MW179-US	Not Yet Assigned.	ADT7463-P127B
MW179-CN	BS.03500074.0	ADT7463-P127B
MW236-US	MW17-671	ADP3186/ADP3188
MW239-US	MW17-551	APD3166/ADP3168/ADP3180