

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC		03/25/2008	LIMITED LIABILITY COMPANY:
AMIS HOLDINGS, INC.		03/25/2008	CORPORATION:
AMI SEMICONDUCTOR, INC.		03/25/2008	CORPORATION:
AMIS FOREIGN HOLDINGS INC.		03/25/2008	CORPORATION:
AMI ACQUISITION LLC		03/25/2008	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A.
<b>Street Address:</b>	270 PARK AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	BANK:

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	76194454	AMI SEMICONDUCTOR
Registration Number:	2795363	AMIS
Registration Number:	2893608	XPRESSARRAY
Registration Number:	2937867	XPRESS ARRAY
Registration Number:	2523822	DSPFACTORY
Registration Number:	2861025	BELASIGNA
Registration Number:	2897790	ORELA
Registration Number:	2810053	SIGNAKLARA
Registration Number:	1927294	NETTRANS

OP \$365.00 76194454

Registration Number:	2336895	FPGASIC
Serial Number:	78788907	XLARRAY
Serial Number:	78960410	EZAIRO
Serial Number:	78864734	XTREMOS
Serial Number:	77249104	FOUNDRYPLUS

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3016380511

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:	33407
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/23/2008

**Total Attachments: 10**  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

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

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: JPMORGAN CHASE BANK, N.A.  
Internal Address:  
Street Address: 270 PARK AVE  
City: New York State: NY Zip: 10017

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other - Bank

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)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other

Execution Date: MARCH 25, 2008

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
PLEASE SEE ATTACHED

B. Trademark Registration No.(s)  
PLEASE SEE ATTACHED

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Penelope J.A. Agras  
Internal Address: IP Research Plus, Inc.  
Street Address: 21 Tudor City Circle  
City: Waldorf State: MD Zip: 20602


6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): \$  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Wellington Lyons            APRIL 15, 2008  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT, dated as of March 25, 2008, among SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC (the "Borrower"), AMIS HOLDINGS, INC., AMI SEMICONDUCTOR, INC., AMI ACQUISITION LLC and AMIS FOREIGN HOLDINGS INC., indirect subsidiaries of the Borrower (each, a "Grantor") 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. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. 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 6. 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: Donald A. Colvin  
Title: Executive Vice President and  
Chief Financial Officer

AMIS HOLDINGS, INC., as a Grantor

by 

Name: Keith D. Jackson  
Title: President and Chief Financial  
Officer

AMI SEMICONDUCTOR, INC., as a  
Grantor

by 

Name: Donald A. Colvin  
Title: President, Chief Executive  
Officer and Treasurer

AMIS FOREIGN HOLDINGS INC., as a  
Grantor

by 

Name: Donald A. Colvin  
Title: President, Chief Executive  
Officer and Treasurer

AMEACQUISITION LLC, as a Grantor

by



.....  
Name: Donald A. Colvin  
Title: President, Chief Executive  
Officer and Treasurer

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

by

.....  
Name:  
Title:

AMIAQUISITION LLC, as a Grantor

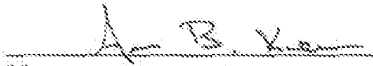
by



Name: Donald A. Colvin  
Title: President, Chief Executive  
Officer and Treasurer

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

by



Name: Ann B. Kerns  
Title: Vice President



Schedule I to the  
Trademark Security Agreement

Trademarks

Registered Trademarks

Client/Matter	Country	Appln / Reg. No.	Trademark*	Status
T01-003CA	Canada	1098741 Reg. No. TMA579214	AMI SEMICONDUCTOR	REGISTERED 04/08/03
T01-003CT	European Community	2185619 Reg. No. 2185619	AMI SEMICONDUCTOR	REGISTERED 06/03/02
T01-003JP	Japan	2001-55921 Reg. No. 4687149	AMI SEMICONDUCTOR	REGISTERED 06/27/03
T01-003PH	Philippines	4-2001-002600 Reg. No. 4-2001- 002600	AMI SEMICONDUCTOR	REGISTERED 01/21/06
T01-003SG	Singapore	T01/04779Z Reg. No. T01/04779Z	AMI SEMICONDUCTOR	REGISTERED 01/16/01
T01-003SG	Singapore	T01/04777C Reg. No. T01/04777C	AMI SEMICONDUCTOR	REGISTERED 01/16/01
T01-003SG	Singapore	T01/04778A Reg. No. T01/04778A	AMI SEMICONDUCTOR	REGISTERED 01/16/01
T01-003TW	Taiwan	90014950 Reg. No. 1011668	AMI SEMICONDUCTOR	REGISTERED 08/16/02
T01-003TW	Taiwan	90014951 Reg. No. 179689	AMI SEMICONDUCTOR	REGISTERED 04/01/03
T01-003TW	Taiwan	90014949 Reg. No. 1070064	AMI SEMICONDUCTOR	REGISTERED 12/01/03
T01-003US	United States	76/194454 Reg. No. 2795364	AMI SEMICONDUCTOR	REGISTERED 12/16/03
T01-005CA	Canada	1098742 Reg. No. TMA579238	AMIS (Stylized)	REGISTERED 04/08/03
T01-005CT	European Community	2185403 Reg. No. 2185403	AMIS (Stylized)	REGISTERED 05/03/02
T01-005JP	Japan	2001-55922 Reg. No. 4687150	AMIS (Stylized)	REGISTERED 06/27/03
T01-005SG	Singapore	T01/04782Z Reg. No. T01/04782Z	AMIS (Stylized)	REGISTERED 04/05/01
T01-005SG	Singapore	T01/04781A Reg. No. T01/04781A	AMIS (Stylized)	REGISTERED 04/05/01
T01-005SG	Singapore	T01/04780C Reg. No. T01/04780C	AMIS (Stylized)	REGISTERED 04/05/01
T01-005TW	Taiwan	90014954 Reg. No. 171510	AMIS (Stylized)	REGISTERED 10/16/02
T01-005TW	Taiwan	90014952 Reg. No. 1063601	AMIS (Stylized)	REGISTERED 05/15/02

Client/Matter	Country	Appln / Reg. No.	Trademark*	Status
T01-005TW	Taiwan	90014933 Reg. No. 999169	AMIS (Stylized)	REGISTERED 05/16/02
T01-005US	United States	76/194,453 Reg. No. 2795363	AMIS (Stylized)	REGISTERED 12/16/03
T01-011AT	Austria	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011BX	Benelux	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011CT	European Community	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011DE	Germany	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011DK	Denmark	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011ES	Spain	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011FI	Finland	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011FR	France	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011GB	Great Britain	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011GR	Greece	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011IE	Ireland	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011IT	Italy	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011JP	Japan	2002-13162 / 501246031 Reg. No. 4610953	XPressArray	REGISTERED 10/04/02
T01-011PT	Portugal	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011SE	Sweden	2585255 Reg. No. 2585255	XPressArray	REGISTERED 05/05/03
T01-011SG	Singapore	T02/01976E Reg. No. T02/01976E	XPressArray	REGISTERED 10/16/01
T01-011TW	Taiwan	91006558 Reg. No. 1026594	XPressArray	REGISTERED 12/16/02
T01-030US	United States	78/320968 Reg. No. 2893608	XPressArray	REGISTERED 10/12/04
T02-007CT	European Community	2898401 Reg. No. 2898401	ASTRIC (Stylized)	REGISTERED 06/22/04
T02-007HK	Hong Kong	2002/16085 Reg. No. 5672/2003	ASTRIC (Stylized)	REGISTERED 05/09/03
T02-007KR	Korea	40-2002-0048038 Reg. No. 572313	ASTRIC (Stylized)	REGISTERED 01/20/04
T02-007TW	Taiwan	91043396 Reg. No. 1053648	ASTRIC (Stylized)	REGISTERED 08/16/03
T03-017US	United States	78/321667 Reg. No. 2937867	XPRESS ARRAY (Stylized)	REGISTERED 04/05/05
T04-045CT	European Community	4961082 Reg. No. 4961082	FREEPROM	REGISTERED 06/22/07
T05-107US	United States	75/491920 Reg. No. 2523822	DSFFACTORY	REGISTERED 01/01/02
T05-108US	United States	78/464608 Reg. No. 2861025	BELASIGNA	REGISTERED 07/06/04

Client/Matter	Country	Appln / Reg. No.	Trademark*	Status
T05-109US	United States	76/464605 Reg. No. 2897790	ORELA	REGISTERED 10/26/04
T05-110US	United States	76/464456 Reg. No. 2810053	SIGNAKLARA	REGISTERED 02/03/04
T06-104CT	European Community	4961264 Reg. No. 4961264	XLARRAY	REGISTERED 02/05/07
T06-115CT	European Community	5284401 Reg. No. 5284401	EZAIRO	REGISTERED 08/02/07
T06-115JP	Japan	2007-8183 Reg. No. 5055287	EZAIRO	REGISTERED 06/15/07
T06-118CT	European Community	5029384 Reg. No. 5029384	XTREMOS	REGISTERED 02/15/07
T70-001GB	Great Britain	969505 Reg. No. 969505	AMI (Stylized)	REGISTERED 12/30/70
T70-004BX	Benelux	644301 Reg. No. 375382	A/M/I	REGISTERED 07/31/81
T70-004FR	France	303325 Reg. No. 1686748	A/M/I	REGISTERED 08/09/81
T70-004GB	Great Britain	1158203 Reg. No. 1158203	A/M/I	REGISTERED 07/23/81
T70-004IT	Italy	40629C/81 Reg. No. 396973	A/M/I	REGISTERED 01/27/86
T70-004JP	Japan	36-059034 Reg. No. 2122237	A/M/I	REGISTERED 03/27/89
T74-001AT	Austria	AM 2010/81 Reg. No. 98471	AMI	REGISTERED 12/16/81
T74-001BX	Benelux	644302 Reg. No. 375383	AMI	REGISTERED 07/31/81
T74-001FR	France	303326 Reg. No. 1686749	AMI	REGISTERED 08/09/91
T74-001GB	Great Britain	1158202 Reg. No. 1158202	AMI	REGISTERED 07/23/81
T74-001IT	Italy	40630C/81 Reg. No. 396974	AMI	REGISTERED 01/27/86
T74-001IT	Italy	Reg. No. 621442 28/1970	AMI	REGISTERED 06/09/94
T74-001KR	Korea	Reg. No. 345 31/1970	AMI	REGISTERED 06/11/70
T74-001KR	Korea	Reg. No. 19544 74/513603	AMI	REGISTERED 06/11/70
T94-003US	United States	Reg. No. 1927294	NETRANS	REGISTERED 10/17/95
T99-002CT	European Community	1268192 Reg. No. 126892	FPGAsic	REGISTERED 09/19/00
T99-002JP	Japan	11-073033 Reg. No. 4432902	FPGAsic	REGISTERED 11/17/00
T99-002TW	Taiwan	88043637 Reg. No. 126546	FPGAsic	REGISTERED 07/16/00
T99-002US	United States	75/652,603 Reg. No. 2336895	FPGAsic	REGISTERED 03/28/00

### Trademarks Applied for with Registration Pending

Client/Matter	Country	Application No.	Filing Date	Trademark	Owner
T01-005PH	Philippines	4-2001-0002601	10-Apr-01	AMIS (Stylized)	AMI Semiconductor, Inc.
T01-011PH	Philippines	4.2002E+11	22-Feb-02	XPressArray	AMI Semiconductor, Inc.
T06-104US	United States	78/788907	10-Jan-06	XLARRAY	AMI Semiconductor, Inc.
T06-115CN	China	5922014	16-Feb-07	EZAIRD	AMI Semiconductor, Inc.
T06-115US	United States	78/960410	25-Aug-06	EZAIRD	AMI Semiconductor, Inc.
T06-118US	United States	78/864734	19-Apr-06	XtreMOS (Stylized)	AMI Semiconductor, Inc.
T07-116US	United States	77/249,104	7-Aug-07	FoundryPlus	AMI Semiconductor, Inc.
T99-002PH	Philippines	4-1999-05647	15-Aug-99	FPGAAsie	AMI Semiconductor, Inc.