

**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
FREESCALE SEMICONDUCTOR, INC.		02/19/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	CITIBANK, N.A.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	3142787	ALTIVEC
Registration Number:	2399754	C-5
Registration Number:	1690728	CODETAP
Registration Number:	2079931	CODETEST
Registration Number:	3444193	CODEWARRIOR
Registration Number:	1981365	CODEWARRIOR
Registration Number:	2053242	COLDFIRE
Registration Number:	2824229	C-PORT
Registration Number:	2399755	C-WARE
Registration Number:	3411019	
Registration Number:	1676605	
Registration Number:	3538548	
Registration Number:	2764480	DIGITAL DNA
Registration Number:	3259075	FREESCALE

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Registration Number:	2997722	FREESCALE MARATHON
Registration Number:	3358102	FREESCALE SEMICONDUCTOR
Registration Number:	2986035	INNOVATIVE CONVERGENCE
Registration Number:	1655296	METROWERKS
Registration Number:	2860558	MOBILEGT
Registration Number:	2908899	POWERPARTS
Registration Number:	3276522	POWERQUICC
Registration Number:	2271081	POWERTAP
Registration Number:	3128609	SEAWAY NETWORKS
Registration Number:	3030024	STARCORE
Registration Number:	3150419	STREAMWISE
Registration Number:	3197979	STREAMWISE
Registration Number:	3684432	SYMPHONY
Registration Number:	2967379	XTREMESPECTRUM
Serial Number:	77538073	
Serial Number:	76567257	FREESCALE
Serial Number:	78376532	FREESCALE SEMICONDUCTOR
Serial Number:	77869524	PROCESSOR EXPERT
Serial Number:	77494217	QORIQ
Serial Number:	77761881	VORTIQA

**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:	35520
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/15/2010

Total Attachments: 8

**TRADEMARK**  
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES COLLATERAL AGENT WITH RESPECT TO THE LIENS, SECURITY INTERESTS AND RIGHTS GRANTED PURSUANT TO THIS AGREEMENT OR ANY OTHER NOTES COLLATERAL DOCUMENT SHALL BE AS SET FORTH IN, AND SUBJECT TO THE TERMS AND CONDITIONS OF (AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES COLLATERAL AGENT HEREUNDER OR THEREUNDER SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF), THE FIRST LIEN INTERCREDITOR AGREEMENT, DATED AS OF FEBRUARY 19, 2010 (AS AMENDED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG CITIBANK, N.A., AS DIRECTING AGENT; CITIBANK, N.A., AS THE SENIOR CREDIT AGREEMENT COLLATERAL AGENT; CITIBANK, N.A., AS THE SENIOR CREDIT AGREEMENT INCREMENTAL COLLATERAL AGENT; CITIBANK, N.A., AS THE INITIAL ADDITIONAL FIRST LIEN REPRESENTATIVE; AND EACH ADDITIONAL AUTHORIZED REPRESENTATIVE FROM TIME TO TIME PARTY THERETO (IN EACH CASE, AS DEFINED IN THE INTERCREDITOR AGREEMENT), AS CONSENTED TO BY THE GRANTORS HEREUNDER FROM TIME TO TIME. WITH THE EXCEPTION OF SECTION 2 HEREOF, IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT OR ANY OTHER NOTES COLLATERAL DOCUMENT AND THE INTERCREDITOR AGREEMENT, THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT dated as of February 19, 2010 (this "*Agreement*"), among FREESCALE SEMICONDUCTOR, INC., a Delaware corporation with an address at 6501 William Cannon Drive West, Austin, Texas 78735 (the "*Issuer*") and CITIBANK, N.A., with an address at 390 Greenwich Street, New York, New York 10013, as collateral agent for the Secured Parties (in such capacity, the "*Notes Collateral Agent*").

Reference is made to (a) the Intellectual Property Security Agreement dated as of February 19, 2010 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among FREESCALE SEMICONDUCTOR, INC., a Delaware corporation (the "*Issuer*"), FREESCALE SEMICONDUCTOR HOLDINGS V, INC., a Delaware corporation ("*Holdings V*"), SigmaTel, LLC ("*SigmaTel*"), the Subsidiaries of FREESCALE SEMICONDUCTOR HOLDINGS III, LTD. ("*Holdings III*"), from time to time party thereto and the Notes Collateral Agent, and (b) the Indenture dated as of February 19, 2010 (as amended, supplemented or otherwise modified from time to time, the "*Indenture*"), among the Issuer, Holdings V, SigmaTel, and the other Guarantors named therein, and The Bank of New York Mellon Trust Company, N.A., as trustee (the "*Trustee*"), pursuant to which the Issuer has issued \$750,000,000 aggregate principal amount of 10 $\frac{1}{8}$ % Senior Secured Notes due 2018 (the

"Notes") to the holders thereof (the "**Holders**"). The obligations of the initial Holders to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Agreement. SigmaTel will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes Collateral Documents and is, therefore, willing to enter into 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 1.01(b) 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, including the Guarantees, the Issuer, pursuant to the Security Agreement, did and hereby does grant to the Notes 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 the Issuer or in which the Issuer 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 connected with the use of and symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

*provided, however*, that notwithstanding any of the other provisions herein (and notwithstanding any recording of the Notes Collateral Agent's Lien made in the U.S. Patent and Trademark Office or other IP registry office), this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach or default under or results in the termination of any contract, license, agreement, instrument or other document evidencing or giving rise to such property, or would result in the forfeiture of the Issuer's rights in the property including, without limitation, any Trademark applications filed in the United States Patent and Trademark Office on the basis of

such Issuer's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

SECTION 3. Security Agreement. The security interests granted to the Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Issuer hereby acknowledges and affirms that the rights and remedies of the Notes 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**FREESCALE SEMICONDUCTOR INC.,**

By: David Stasse  
Name: David Stasse  
Title: Vice President and  
Treasurer

[Trademark Security Agreement]


**TRADEMARK  
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CITIBANK, N.A.,  
as Notes Collateral Agent

By: \_\_\_\_\_

Name:

Title:



Timothy P. Dilworth  
Vice President

{Trademark Security Agreement}

**TRADEMARK**  
**REEL: 004167 FRAME: 0101**



Schedule I

I. Trademarks

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/ Liens	Status
ALTIVEC	3,142,787	9/12/2006	Freescale Semiconductor, Inc.; Citibank lien	Registered
C-5	2,399,754	10/31/2000	Freescale Semiconductor, Inc.; Citibank lien	Registered
CODETAP	1,690,728	6/2/1992	Freescale Semiconductor, Inc.	Registered
CODETEST	2,079,931	7/15/1997	Freescale Semiconductor, Inc.; Citibank lien	Registered
CODEWARRIOR	3,444,193	6/10/2008	Freescale Semiconductor, Inc.	Registered
CODEWARRIOR	1,981,365	6/18/1996	Freescale Semiconductor, Inc.; Citibank lien	Registered
COLDFIRE	2,053,242	4/15/1997	Freescale Semiconductor, Inc.; Citibank lien	Registered
C-PORT	2,824,229	3/23/2004	Freescale Semiconductor, Inc.; Citibank lien	Registered
C-WARE	2,399,755	10/31/2000	Freescale Semiconductor, Inc.; Citibank lien	Registered
DESIGN ONLY	3,411,019	4/8/2008	Freescale Semiconductor, Inc.	Registered
DESIGN ONLY	1,676,605	2/25/1992	Freescale Semiconductor, Inc.	Registered
DESIGN ONLY	3,538,548	11/25/2008	Freescale Semiconductor, Inc.; Citibank lien	Registered
DIGITAL DNA	2,764,480	9/16/2003	Freescale Semiconductor, Inc.	Registered
FREESCALE	3,259,075	7/3/2007	Freescale Semiconductor, Inc.	Registered
FREESCALE MARATHON	2,997,722	9/20/2005	Freescale Semiconductor, Inc.; Citibank lien	Registered
FREESCALE SEMICONDUCTOR and Design	3,358,102	12/18/2007	Freescale Semiconductor, Inc.	Registered
INNOVATIVE CONVERGENCE	2,986,035	8/16/2005	Freescale Semiconductor, Inc.; Citibank lien	Registered
METROWERKS	1,655,296	9/3/1991	Freescale Semiconductor, Inc.	Registered
MOBILEGT	2,860,558	7/6/2004	Freescale Semiconductor, Inc.; Citibank lien	Registered

[Schedule I to Trademark Security Agreement]

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/ Liens	Status
POWERPARTS	2,908,899	12/7/2004	Freescale Semiconductor, Inc.; Citibank lien	Registered
POWERQUICC	3,276,522	8/7/2007	Freescale Semiconductor, Inc.; Citibank lien	Registered
POWERTAP	2,271,081	8/17/1999	Freescale Semiconductor, Inc.; Citibank lien	Registered
SEAWAY NETWORKS	3,128,609	8/15/2006	Freescale Semiconductor, Inc.; Citibank lien	Registered
STARCORE	3,030,024	12/13/2005	Freescale Semiconductor, Inc.; Citibank lien	Registered
STREAMWISE	3,150,419	10/3/2006	Freescale Semiconductor, Inc.	Registered
STREAMWISE	3,197,979	1/16/2007	Freescale Semiconductor, Inc.	Registered
SYMPHONY	3,684,432	9/15/2009	Freescale Semiconductor, Inc.; Citibank lien	Registered
XTREMESPECTRUM	2,967,379	7/12/2005	Freescale Semiconductor, Inc.; Citibank lien	Registered

## II. Trademark Applications

Mark	App. No.	App. Date	Record Owner/ Liens	Status
DESIGN ONLY	77- 538,073	8/4/2008	Freescale Semiconductor, Inc.	Pending
FREESCALE	76- 567,257	12/30/2003	Freescale Semiconductor, Inc.	Pending
FREESCALE SEMICONDUCTOR and Design	78- 376,532	3/1/2004	Freescale Semiconductor, Inc.; Citibank lien	Pending
PROCESSOR EXPERT	77- 869,524	11/10/2009	Freescale Semiconductor, Inc.	Pending
QORIQ	77- 494,217	6/9/2008	Freescale Semiconductor, Inc.	Pending
VORTIQA	77- 761,881	6/17/200	Freescale Semiconductor, Inc.	Pending

[Schedule I to Trademark Security Agreement]

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RECORDED: 03/15/2010

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