

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SIGMATEL, LLC		02/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	390 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2936253		
Registration Number:	2939857		
Registration Number:	2962456	DIGICOLOR	
Registration Number:	2513693	SIGMATEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3016380511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	35521		

**OP \$115.00 2936253**

**900157048**

**TRADEMARK  
 REEL: 004167 FRAME: 0136**

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/12/2010
Total Attachments: 7 source=35521#page1.tif source=35521#page2.tif source=35521#page3.tif source=35521#page4.tif source=35521#page5.tif source=35521#page6.tif source=35521#page7.tif	

**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 SIGMATEL, LLC, a Delaware limited liability company with an address at 1601 S. Mopac Expressway, Suite 100, Austin, Texas 78746 ("*SigmaTel*") 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, 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 "*Holder*s"). 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.

**SIGMATEL, LLC,**

By: Freescale Semiconductor, Inc.,  
its Sole Member

By: David Stasse  
Name: David Stasse  
Title: Vice President and  
Treasurer of the  
Sole Member

[Trademark Security Agreement]


**TRADEMARK**  
**REEL: 004167 FRAME: 0141**

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

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

Name:

Title:

  
Timothy P. Dilworth  
Vice President

[Trademark Security Agreement]

## Schedule I

### I. Trademarks

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/ Liens	Status
DESIGN ONLY	2,936,253	3/29/2005	Sigmatel, Inc.	Registered
DESIGN ONLY	2,939,857	4/12/2005	Sigmatel, Inc.	Registered
DIGICOLOR	2,962,456	6/14/2005	Sigmatel, Inc.	Registered
SIGMATEL	2,513,693	12/4/2001	Sigmatel, Inc.; Citibank lien	Registered

[Schedule I to Trademark Security Agreement]

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**RECORDED: 03/15/2010**

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