

**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		04/13/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A., as Notes Collateral Agent		
<b>Street Address:</b>	388 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>	301-638-0511		
<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>	35694		

OP \$115.00 2936253

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/10/2010
Total Attachments: 7 source=35694#page1.tif source=35694#page2.tif source=35694#page3.tif source=35694#page4.tif source=35694#page5.tif source=35694#page6.tif source=35694#page7.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

SIGMATEL, LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other A Delaware LLC

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) April 13, 2010

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: CITIBANK, N.A., as Notes Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 388 Greenwich Street

City: New York

State: NY

Country: U.S.A.                              Zip: 10013

- Association      Citizenship U.S.A.  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD

Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

May 3, 2010

Date

Joseph Raho Jr.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 COLLATERAL DOCUMENT RELATING TO THE NOTES 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 COLLATERAL DOCUMENT RELATING TO THE NOTES AND THE INTERCREDITOR AGREEMENT, THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT dated as of April 13, 2010 (this "*Agreement*"), among SIGMATEL, LLC, a Delaware limited liability company with an address at 6501 William Cannon Drive West, Austin, Texas 78735 ("*SigmaTel*") and CITIBANK, N.A., with an address at 388 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 April 13, 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 April 13, 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 \$1,380,000,000 aggregate principal amount of 9¼% 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 Collateral Documents relating to the Notes 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 Secured 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 H. [Signature]

Name:

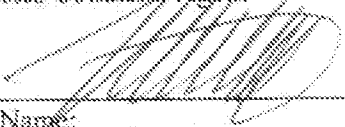
Title:

CITIBANK, N.A.,  
as Notes Collateral Agent

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

Name:

Title:

  
Timothy P. Dilworth  
Vice President

[Trademark Security Agreement]



## Schedule I

### I. Trademarks

<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner/ Liens</b>	<b>Status</b>
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

Sched. I-1

1563707.02-New York Server 7A - MSW

**RECORDED: 05/10/2010**

**TRADEMARK  
REEL: 004202 FRAME: 0445**