

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.		01/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85056439	COLD FIRE+	
Serial Number:	85026696	KINETIS	
Serial Number:	77869524	PROCESSOR EXPERT	
Serial Number:	85161046	QORIVVA	
Serial Number:	85067334	XTRINSIC	
Serial Number:	85233451	QORIQ QONVERGE	
Serial Number:	85348149	AIRFAST	
Serial Number:	85348157	MAGNIV	
Serial Number:	85342240	READY PLAY	
Serial Number:	85433915	SAFE ASSURE BY FREESCALE	
Serial Number:	85433928	SAFE ASSURE BY FREESCALE	
Serial Number:	85422149	SAFEASSURE	
Registration Number:	4032066	VORTIQA	
CORRESPONDENCE DATA			

900213443

TRADEMARK
 REEL: 004707 FRAME: 0517

OP \$340.00 85056439

Fax Number: (866)826-5420
Phone: 301-638-0511
Email: ipresearchplus@comcast.net

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	37692
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:	/pja/
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Date:	01/31/2012
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Total Attachments: 5
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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):

Freescale Semiconductor, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) January 16, 2012

- ☐ 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 Collateral Agent

Internal _____

Address: _____

Street Address: 390 Greenwich Street

City: New York

State: NY

Country: United States Zip: 10013

- ☒ Association Citizenship United States
☐ 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)
PLEASE SEE ATTACHED SCHEDULE.

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

Additional sheet(s) attached? ☒ Yes ☐ No

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

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:

13

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:

Jordana Dreyfuss

Signature

1/17/12

Date

Jordana Dreyfuss

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 004707 FRAME: 0519

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of January 16, 2012, (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, NY 10013, as Notes Collateral Agent (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, a Delaware limited liability company ("**SigmaTel**"), the Subsidiaries of FREESCALE SEMICONDUCTOR HOLDINGS III, LTD. ("**Holdings III**") from time to time party thereto and CITIBANK, N.A., as collateral agent for the Secured Parties (as defined therein) (in such capacity, 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, 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 10¼% Senior Secured Notes due 2018 (the "**Notes**") to the holders thereof (the "**Holders**"). The undersigned Issuer is executing this Agreement in accordance with the requirements of the Indenture and the Security 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 (as defined in the Indenture), 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 such the Issuer now has or at any time in the future may acquire any right, title or interest (collectively, the "**Collateral**");

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (the "**USPTO**") or any similar offices in any other country, including those listed on Schedule I (the "**Patents**"), and all reissues,

continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b) 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, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**"), and all goodwill connected with the use of and symbolized thereby and 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 USPTO 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.

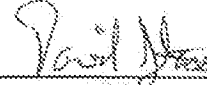
SECTION 3. Security Agreement. The security interests granted to the Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Issuer hereby acknowledges and affirms that the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

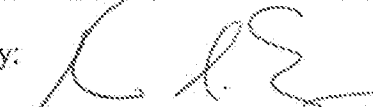


Name: David Stasse

Title: Vice President and Treasurer

CITIBANK, N.A., as Notes Collateral Agent

By:



Name: Kevin A. Ege

Title: Director

[Patent and Trademark Security Agreement]

TRADEMARK APPLICATIONS

Country	Title	Appl. No.	Appl. Date	Owner
United States	COLDFIRE+	85/056,439	08/07/10	Freescale Semiconductor, Inc.
United States	KINETIS	85/028,696	04/29/10	Freescale Semiconductor, Inc.
United States	PROCESSOR EXPERT	77/869,524	11/10/09	Freescale Semiconductor, Inc.
United States	QORIVVA	85/161,046	10/26/10	Freescale Semiconductor, Inc.
United States	XTRINSIC	85/067,334	06/21/10	Freescale Semiconductor, Inc.
United States of America	QORIQ QONVERGE	85/233,451	03-Feb-2011	Freescale Semiconductor, Inc.
United States of America	AIRFAST	85/348,149	16-Jun-11	Freescale Semiconductor, Inc.
United States of America	MAGNIV	85/348,157	16-Jun-11	Freescale Semiconductor, Inc.
United States of America	READY PLAY	85/342,240	9-Jun-11	Freescale Semiconductor, Inc.
United States of America	SAFE ASSURE BY FREESCALE & Design (Horizontal Diamonds)	85/433,915	09/28/2011	Freescale Semiconductor, Inc.
United States of America	SAFE ASSURE BY FREESCALE & Design (Vertical Diamonds)	85/433,928	09/28/2011	Freescale Semiconductor, Inc.
United States of America	SAFEASSURE	85/422,149	09/14/2011	Freescale Semiconductor, Inc.

TRADEMARKS

Country	Title	Reg. No.	Reg. Date	Owner
United States of America	VORTIQA	4,032,066	09/27/2011	Freescale Semiconductor, Inc.