

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
Freescale Semiconductor, Inc.		05/21/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Citibank, N.A., as Notes Collateral Agent
<b>Street Address:</b>	360 Greenwich Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 43**

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:	2399755	C-WARE
Registration Number:	3857413	
Registration Number:	3538548	
Registration Number:	3411019	
Registration Number:	1676605	
Registration Number:	3864663	FREESCALE
Registration Number:	3259075	FREESCALE

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Registration Number:	3865943	FREESCALE SEMICONDUCTOR
Registration Number:	3358102	FREESCALE SEMICONDUCTOR
Registration Number:	1655296	METROWERKS
Registration Number:	2860558	MOBILEGT
Registration Number:	2407740	PEG
Registration Number:	2908899	POWERPARTS
Registration Number:	3276522	POWERQUICC
Registration Number:	4047406	PROCESSOR EXPERT
Registration Number:	3775471	QORIQ
Registration Number:	3030024	STARCORE
Registration Number:	3197979	STREAMWISE
Registration Number:	3684432	SYMPHONY
Registration Number:	4032066	VORTIQA
Registration Number:	4096771	COLDFIRE+
Registration Number:	4050155	KINETIS
Registration Number:	4084867	QORIVVA
Registration Number:	4298546	XTRINSIC
Serial Number:	85348149	AIRFAST
Serial Number:	85497099	FREESCALE
Serial Number:	85795383	FREESCALE
Serial Number:	85654069	LAYERSCAPE
Serial Number:	85348157	MAGNIV
Serial Number:	85233451	QORIQ QONVERGE
Serial Number:	85342240	READY PLAY
Serial Number:	85433915	SAFE ASSURE BY FREESCALE
Serial Number:	85433928	SAFE ASSURE BY FREESCALE
Serial Number:	85422149	SAFEASSURE
Serial Number:	85792032	TOWER
Serial Number:	85536246	VYBRID

**CORRESPONDENCE DATA**

Fax Number: 8668265420

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

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

**TRADEMARK**  
**REEL: 005049 FRAME: 0566**

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:

CRS1- 38772

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

06/17/2013

Total Attachments: 9  
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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: DE  
 Other \_\_\_\_\_

Citizenship (see guidelines) US

Additional names of conveying parties attached?  Yes  No

**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: 390 Greenwich Street

City: New York

State: NY

Country: United States Zip: 10013

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

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)

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

Execution Date(s) May 21, 2013

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

**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):

**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:**

43

**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

5/21/2013

Date

Jennifer Boshakova

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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 May 21, 2013 (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 May 21, 2013 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among 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 May 21, 2013 (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 \$500,000,000 aggregate principal amount of 5.000% Senior Secured Notes due 2021 (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. The Issuer 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;

(b) all goodwill connected with the use of and symbolized by the items in subsection (a); 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  
REEL: 005049 FRAME: 0572**



CITIBANK, N.A.,  
as Notes Collateral Agent

By: *David Tuder*  
Name: *David Tuder*  
Title: *Vice President*

Schedule I

I. Trademarks

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
ALTIVEC	United States	78173171	10-Oct-2002	3142787	12-Sep-2006	Freescale Semiconductor, Inc.	Registered
C-5	United States	75773520	12-Aug-1999	2399754	31-Oct-2000	Freescale Semiconductor, Inc.	Registered
CODETAP	United States	74026135	06-Feb-1990	1690728	02-Jun-1992	Freescale Semiconductor, Inc.	Registered
CODETEST	United States	74715064	14-Aug-1995	2079931	15-Jul-1997	Freescale Semiconductor, Inc.	Registered
CODEWARRIOR	United States	77236419	23-Jul-2007	3444193	10-Jun-2008	Freescale Semiconductor, Inc.	Registered
CODEWARRIOR	United States	74410868	08-Jul-1993	1981365	18-Jun-1996	Freescale Semiconductor, Inc.	Registered
COLDFIRE	United States	74622678	18-Jan-1995	2053242	15-Apr-1997	Freescale Semiconductor, Inc.	Registered
C-WARE	United States	75773521	12-Aug-1999	2399755	31-Oct-2000	Freescale Semiconductor, Inc.	Registered
Design Only	United States	77538073	04-Aug-2008	3857413	05-Oct-2010	Freescale Semiconductor, Inc.	Registered
Design Only	United States	78376535	01-Mar-2004	3538548	25-Nov-2008	Freescale Semiconductor, Inc.	Registered
Design Only	United States	78978469	01-Mar-2004	3411019	08-Apr-2008	Freescale Semiconductor, Inc.	Registered
Design Only	United States	74038400	14-Mar-1990	1676605	25-Feb-1992	Freescale Semiconductor, Inc.	Registered
FREESCALE	United States	76567257	30-Dec-2003	3864663	19-Oct-2010	Freescale Semiconductor, Inc.	Registered
FREESCALE	United States	76978545	30-Dec-2003	3259075	03-Jul-2007	Freescale Semiconductor, Inc.	Registered
FREESCALE SEMICONDUCTOR	United States	78376532	01-Mar-2004	3865943	19-Oct-2010	Freescale Semiconductor, Inc.	Registered
FREESCALE	United States	78978329	01-Mar-	3358102	18-Dec-2007	Freescale	Registered

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
SEMICONDUCTOR	States		2004			Semiconductor, Inc.	
METROWERKS	United States	74038402	14-Mar-1990	1655296	03-Sep-1991	Freescal Semiconductor, Inc.	Registered
MOBILEGT	United States	76112443	18-Aug-2000	2860558	06-Jul-2004	Freescal Semiconductor, Inc.	Registered
PEG	United States	75590936	18-Nov-1998	2407740	28-Nov-2000	Freescal Semiconductor, Inc.	Registered
POWERPARTS	United States	75841816	05-Nov-1999	2908899	07-Dec-2004	Freescal Semiconductor, Inc.	Registered
POWERQUICC	United States	78550846	20-Jan-2005	3276522	07-Aug-2007	Freescal Semiconductor, Inc.	Registered
PROCESSOR EXPERT	United States	77869524	10-Nov-2009	4047406	01-Nov-2011	Freescal Semiconductor, Inc.	Registered
QORIQ	United States	77494217	09-Jun-2008	3775471	13-Apr-2010	Freescal Semiconductor, Inc.	Registered
STARCORE	United States	78176973	22-Oct-2002	3030024	13-Dec-2005	Freescal Semiconductor, Inc.	Registered
STREAMWISE	United States	78178484	25-Oct-2002	3197979	16-Jan-2007	Freescal Semiconductor, Inc.	Registered
SYMPHONY	United States	78174975	16-Oct-2002	3684432	15-Sep-2009	Freescal Semiconductor, Inc.	Registered
VORTIQA	United States	77761881	17-Jun-2009	4032066	27-Sep-2011	Freescal Semiconductor, Inc.	Registered
COLDFIRE+	United States	85056439	07-Jun-2010	4096771	07-Feb-2012	Freescal Semiconductor, Inc.	Registered
KINETIS	United States	85026696	29-Apr-2010	4050155	01-Nov-2011	Freescal Semiconductor, Inc.	Registered
QORIVVA	United States	85161046	26-Oct-2010	4084867	10-Jan-2012	Freescal Semiconductor, Inc.	Registered
XTRINSIC	United States	85067334	21-Jun-2010	4298546	05-Mar-2013	Freescal Semiconductor, Inc.	Registered

## II. Trademark Applications

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
AIRFAST	United States	85348149	16-Jun-2011			Freescale Semiconductor, Inc.	Pending
FREESCALE	United States	85497099	16-Dec-2011			Freescale Semiconductor, Inc.	Pending
FREESCALE	United States	85795383	05-Dec-2012			Freescale Semiconductor, Inc.	Pending
LAYERSCAPE	United States	85654069	18-Jun-2012			Freescale Semiconductor, Inc.	Pending
MAGNIV	United States	85348157	16-Jun-2011			Freescale Semiconductor, Inc.	Pending
QORIQ QONVERGE	United States	85233451	03-Feb-2011			Freescale Semiconductor, Inc.	Pending
READY PLAY	United States	85342240	09-Jun-2011			Freescale Semiconductor, Inc.	Pending
SAFE ASSURE BY FREESCALE	United States	85433915	28-Sep-2011			Freescale Semiconductor, Inc.	Pending
SAFE ASSURE BY FREESCALE	United States	85433928	28-Sep-2011			Freescale Semiconductor, Inc.	Pending
SAFEASSURE	United States	85422149	14-Sep-2011			Freescale Semiconductor, Inc.	Pending
TOWER	United States	85792032	30-Nov-2012			Freescale Semiconductor, Inc.	Pending
VYBRID	United States	85536246	07-Feb-2012			Freescale Semiconductor, Inc.	Pending