

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365672

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Interest in Trademarks (6% Notes Security Agreement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		12/07/2015	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Global Collateral Agent
Street Address:	1300 Thames Street, 4th Floor
Internal Address:	Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1655296	METROWERKS
Registration Number:	1676605	
Registration Number:	1981365	CODEWARRIOR
Registration Number:	2053242	COLDFIRE
Registration Number:	2079931	CODETEST
Registration Number:	2399754	C-5
Registration Number:	2399755	C-WARE
Registration Number:	2407740	PEG
Registration Number:	2824229	C-PORT
Registration Number:	2860558	MOBILEGT
Registration Number:	2908899	POWERPARTS
Registration Number:	3030024	STARCORE
Registration Number:	3128609	SEAWAY NETWORKS
Registration Number:	3142787	ALTIVEC
Registration Number:	3150419	STREAMWISE
Registration Number:	3197979	STREAMWISE
Registration Number:	3259075	FREESCALE
Registration Number:	3276522	POWERQUICC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3358102	FREESCALE SEMICONDUCTOR
Registration Number:	3411019	
Registration Number:	3444193	CODEWARRIOR
Registration Number:	3538548	
Registration Number:	3684432	SYMPHONY
Registration Number:	3775471	QORIQ
Registration Number:	3857413	
Registration Number:	3864663	FREESCALE
Registration Number:	3865943	FREESCALE SEMICONDUCTOR
Registration Number:	4032066	VORTIQA
Registration Number:	4047406	PROCESSOR EXPERT
Registration Number:	4050155	KINETIS
Registration Number:	4084867	QORIVVA
Registration Number:	4096771	COLDFIRE+
Registration Number:	4298546	XTRINSIC
Registration Number:	4368539	FREESCALE

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F159998
NAME OF SUBMITTER:	Amanda M. Mitchell
SIGNATURE:	/Amanda M. Mitchell/
DATE SIGNED:	12/14/2015

Total Attachments: 7

source=#87936290v1 - (6percent Trademark Application Assignment and Assumption 1655296)Redo#page2.tif
source=#87936290v1 - (6percent Trademark Application Assignment and Assumption 1655296)Redo#page3.tif
source=#87936290v1 - (6percent Trademark Application Assignment and Assumption 1655296)Redo#page4.tif
source=#87936290v1 - (6percent Trademark Application Assignment and Assumption 1655296)Redo#page5.tif
source=#87936290v1 - (6percent Trademark Application Assignment and Assumption 1655296)Redo#page6.tif
source=#87936290v1 - (6percent Trademark Application Assignment and Assumption 1655296)Redo#page7.tif
source=#87936290v1 - (6percent Trademark Application Assignment and Assumption 1655296)Redo#page8.tif

ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT AND ASSUMPTION dated as of December 7, 2015, (this “**Assignment and Assumption**”) is made by Citibank, N.A. (“**Citi**”) and Morgan Stanley Senior Funding, Inc. (“**MSSF**”) as Global Collateral Agent for the benefit of the Secured Parties under the Collateral Agency Agreement dated as of September 29, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agency Agreement**”) among, inter alios, the Grantors, MSSF as Global Collateral Agent and the Secured Parties (in each case as defined therein).

WHEREAS, reference is made to (i) that certain Security Agreement dated as of November 1, 2013 (the “**6% Notes Security Agreement**”) as amended, supplemented or otherwise modified from time to time, by and among each of the signatories thereto other than Citi (collectively, the “**Grantors**”), in favor of Citi, in its capacity as collateral agent (in such capacity, together with its successors in such capacity, the “**Collateral Agent**”). Unless otherwise defined herein, terms defined in the 6% Notes Security Agreement and used herein shall have the meanings given therein;

WHEREAS, reference is also made to that certain Amendment to the 6% Notes Security Agreement dated as of December 7, 2015. by and among Morgan Stanley Senior Funding, Inc., in its capacity as the Successor Collateral Agent, Citibank, N.A., in its capacity as the retiring Notes Collateral Agent and each Grantor enumerated on the signature pages attached thereto, pursuant to which MSSF assumed the role of Collateral Agent as successor to Citibank, N.A., the Exiting Agent (in each case as defined therein);

WHEREAS, reference is also made to that certain Intellectual Property Security Agreement dated as of November 1, 2013 (the “**6% Notes IP Security Agreement**”), in each case as amended, supplemented or otherwise modified from time to time, by and among the Grantors and the Collateral Agent;

WHEREAS, pursuant to the 6% Notes IP Security Agreement, the Grantors granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Trademarks (as defined in 6% Notes IP Security Agreement), and all goodwill associated with such trademarks, and proceeds of any and all of the foregoing, listed in Schedule I (collectively, the “**Trademark Collateral**”);

WHEREAS, the 6% Notes IP Security Agreement, as amended, supplemented or otherwise modified, was recorded in the United States Patent and Trademark Office on November 5, 2013 at Reel 5146, Frame 0919;

NOW THEREFORE, in consideration of the foregoing premises and other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

Citi hereby irrevocably, absolutely and unconditionally assigns to MSSF without recourse and without any representation or warranty of any kind, nature or description, and MSSF hereby assumes from Citi, the interest in and to Citi's rights and obligations under the Freescale Notes IP Security Agreements (the "**Assigned Interest**"), as of the Effective Date (as defined below), and in connection therewith, the security interest granted by Freescale Semiconductor, Inc. to Citi in respect of any and all Trademark Collateral.

This Assignment and Assumption shall be designated as a "Security Document" as defined in the Collateral Agency Agreement.

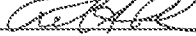
The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "**Effective Date**").

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

CITIBANK, N.A. as assignor

By: 

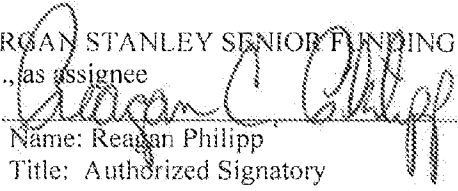
Name:

Title: Robert Cohen
Vice President

Accepted:

MORGAN STANLEY SENIOR FUNDING,
INC., as assignee

By:


Name: Reagan Philipp

Title: Authorized Signatory

[Signature Page to IP Assignment and Assumption – 2022 Notes]

TRADEMARK
REEL: 005688 FRAME: 0300

Schedule I

Trademarks

Trademark Registrations

Owner	Title	Reg. No.
Freescale Semiconductor, Inc.	METROWERKS	1,655,296
Freescale Semiconductor, Inc.	Design (Stylized M resembling Road Barrier)	1,676,605
Freescale Semiconductor, Inc.	CODEWARRIOR	1,981,365
Freescale Semiconductor, Inc.	COLDFIRE	2,053,242
Freescale Semiconductor, Inc.	CODETEST	2,079,931
Freescale Semiconductor, Inc.	C-5	2,399,754
Freescale Semiconductor, Inc.	C-WARE	2,399,755
Freescale Semiconductor, Inc.	PEG	2,407,740
Freescale Semiconductor, Inc.	C-PORT	2,824,229
Freescale Semiconductor, Inc.	MOBILEGT	2,860,558
Freescale Semiconductor, Inc.	POWERPARTS	2,908,899
Freescale Semiconductor, Inc.	STARCORE	3,030,024
Freescale Semiconductor, Inc.	SEAWAY NETWORKS	3,128,609

SCHEDULE I-I (Trademarks)

Freescale Semiconductor, Inc.	ALTIVEC	3,142,787
Freescale Semiconductor, Inc.	STREAMWISE	3,150,419
Freescale Semiconductor, Inc.	STREAMWISE	3,197,979
Freescale Semiconductor, Inc.	FREESCALE	3,259,075
Freescale Semiconductor, Inc.	POWERQUICC	3,276,522
Freescale Semiconductor, Inc.	FREESCALE SEMICONDUCTOR & Design (Rectangle)	3,358,102
Freescale Semiconductor, Inc.	Design (Rectangle)	3,411,019
Freescale Semiconductor, Inc.	CODEWARRIOR	3,444,193
Freescale Semiconductor, Inc.	Design (Rectangle)	3,538,548
Freescale Semiconductor, Inc.	SYMPHONY	3,684,432
Freescale Semiconductor, Inc.	QORIQ	3,775,471
Freescale Semiconductor, Inc.	Design (Windmill)	3,857,413
Freescale Semiconductor, Inc.	FREESCALE	3,864,663
Freescale Semiconductor, Inc.	FREESCALE SEMICONDUCTOR & Design (Rectangle)	3,865,943
Freescale Semiconductor, Inc.	VORTIQA	4,032,066
Freescale Semiconductor, Inc.	PROCESSOR EXPERT	4,047,406

SCHEDULE I-I (Trademarks)2

Freescale Semiconductor, Inc.	KINETIS	4,050,155
Freescale Semiconductor, Inc.	QORIVVA	4,084,867
Freescale Semiconductor, Inc.	COLDFIRE+	4,096,771
Freescale Semiconductor, Inc.	XTRINSIC	4,298,546
Freescale Semiconductor, Inc.	FREESCALE	4,368,539

SCHEDULE I-I (Trademarks)3