

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Interest in Trademarks (5% 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, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4618078	TOWER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>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.</i>			
Phone:	2023704750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave 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: 6			
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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 May 21, 2013 (the “**5% 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 5% Notes Security Agreement and used herein shall have the meanings given therein;

WHEREAS, reference is also made to that certain Amendment to the 5% 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 (i) that certain Intellectual Property Security Agreement dated as of May 21, 2013 (the “**5% Notes IP Security Agreement**”) as amended, supplemented or otherwise modified from time to time, by and among the Grantors and the Collateral Agent;

WHEREAS, pursuant to the 5% 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 the 5% 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 5% Notes IP Security Agreement, as amended, supplemented or otherwise modified, was recorded in the United States Patent and Trademark Office on February 18, 2015 at Reel 5461, Frame 0821;

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 5% Notes IP Security Agreement (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.

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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


[Signature Page to IP Assignment and Assumption – 2021 Notes]

TRADEMARK
REEL: 005688 FRAME: 0419

Accepted:

MORGAN STANLEY SENIOR FINANCING,
INC. as assignee

By:


Name: Reagan Philipp

Title: Authorized Signatory

[Signature Page to IP Assignment and Assumption -- 2021 Notes]

TRADEMARK
REEL: 005688 FRAME: 0420

Schedule I

TRADEMARKS

Country	Title	Reg. No.	Reg. Date	Owner
United States of America	TOWER	4618078	10/7/2014	Freescale Semiconductor, Inc.
Brazil	MAGNIV	831079830	10/21/2014	Freescale Semiconductor, Inc.
Brazil	QORIQ QONVERGE	831180838	11/4/2014	Freescale Semiconductor, Inc.
European Community	FREESCALE KINETIS	12999702	11/7/2014	Freescale Semiconductor, Inc.

Schedule I