

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365694

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Security Interest in Trademarks (6% Notes Security Agreement)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citibank, N.A.		12/07/2015	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Global Collateral Agent		
<b>Street Address:</b>	1300 Thames Street, 4th Floor, Thames Street Wharf		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21231		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4724081	FREESCALE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F159998		
<b>NAME OF SUBMITTER:</b>	Amanda M. Mitchell		
<b>SIGNATURE:</b>	/Amanda M. Mitchell/		
<b>DATE SIGNED:</b>	12/14/2015		
<b>Total Attachments: 6</b>			
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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 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 August 6, 2015 at Reel 5594, Frame 0266;

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: 005689 FRAME: 0439**

**Schedule I**

TRADEMARKS

Country	Title	Reg. No.	Reg. Date	Owner
United States of America	FREESCALE & Design (Rectangle)	4,724,081	4/21/2015	Freescale Semiconductor, Inc.
Brazil	LAYERSCAPE	840165056	5/5/2015	Freescale Semiconductor, Inc.
Japan	UMEMS	5765533	5/22/2015	Freescale Semiconductor, Inc.
Republic of Korea	UMEMS	40-1099530	4/10/2015	Freescale Semiconductor, Inc.

Schedule I