

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM366713

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citibank, N.A., as Collateral Agent		12/07/2015	BANK: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FREESCALE SEMICONDUCTOR, INC.		
<b>Street Address:</b>	6501 WILLIAM CANNON DRIVE WEST		
<b>City:</b>	AUSTIN		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78735		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4096771	COLD FIRE+	
<b>Registration Number:</b>	4084867	QORIVVA	
<b>Serial Number:</b>	85536246	VYBRID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668265420		
<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>	301-638-0511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP RESEARCH PLUS, INC.		
<b>Address Line 1:</b>	21 TADCASTER CIRCLE		
<b>Address Line 2:</b>	ATTN: PENELOPE J.A. AGODOA		
<b>Address Line 4:</b>	WALDORF, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-40798		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>SIGNATURE:</b>	/pja/		
<b>DATE SIGNED:</b>	12/18/2015		
<b>Total Attachments: 5</b> source=40798#page2.tif			

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## TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “**Release**”) is effective as of December 7, 2015 by Citibank, N.A., as Collateral Agent (as defined below) for the Lenders. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement and IP Agreement, in each case, referred to below.

A. Reference is made to (i) the THIRD AMENDED AND RESTATED CREDIT AGREEMENT entered into as of March 1, 2013 (as otherwise amended, supplemented or modified from time to time, the “**Credit Agreement**”), among FREESCALE SEMICONDUCTOR, INC. (the “**Borrower**”), a Delaware corporation, FREESCALE SEMICONDUCTOR HOLDINGS V, INC. (“**Holdings**”), a Delaware corporation, FREESCALE SEMICONDUCTOR HOLDINGS IV, LTD. (“**Foreign Holdings**”), a Bermuda exempted limited liability company, FREESCALE SEMICONDUCTOR HOLDINGS III, LTD. (“**Parent**”), a Bermuda exempted limited liability company, CITIBANK, N.A., as administrative agent, collateral agent (in such capacity, the “**Collateral Agent**”), swing line lender and L/C issuer, and each lender from time to time party thereto (collectively, the “**Lenders**”); (ii) the INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of December 1, 2006 (as amended, supplemented (including pursuant to the written supplements thereto executed and delivered from time to time as contemplated thereby) or modified from time to time by the parties in writing, the “**IP Agreement**”), among the Borrower, Holdings, the subsidiaries of Parent from time to time party thereto and the Collateral Agent; (iii) the SECURITY AGREEMENT dated as of December 1, 2006, among the Borrower, Holdings, Foreign Holdings, the subsidiaries of Parent from time to time party thereto and the Collateral Agent; and (iv) the other Collateral Documents (as defined in the Credit Agreement).

B. The IP Agreement was recorded in the United States Patent and Trademark Office on April 20, 2013, at Reel/Frame 5010/0818.

C. In connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the complete release of security interests in connection therewith, the Borrower has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, the Lenders and each other grantee or beneficiary in and to the Trademarks granted under the IP Agreement.

Accordingly, the Collateral Agent's interest (including security interests) in and to the Trademarks listed on Schedule I attached hereto are hereby terminated and the security interest recorded with the United States Patent & Trademark Office against such Trademarks are hereby deemed null and void.

Notwithstanding anything to the contrary herein, in no event shall this Release terminate any interest or security interest in or to any Trademark listed on Schedule I attached hereto of (a) Citibank, N.A. in its capacity as (i) the notes collateral agent for the Borrower's 5.000% senior secured notes due 2021 (the “**2021 Notes**”) or (ii) the notes collateral agent for the

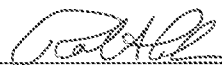
Borrower's 6.000% senior secured notes due 2022 (the "**2022 Notes**" and, together with the 2021 Notes, the "**Notes**") or (b) any other person in its capacity as secured party in connection with any Note.

This Release is made without representation or warranty by or recourse to the Collateral Agent or any other Secured Party.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer.

CITIBANK, N.A., as Collateral Agent,

Signature: 

Print: ROBERT COHEN

Title: VICE PRESIDENT

Date: DECEMBER 7, 2015

[Signature Page to Trademark Release]

## SCHEDULE I

### TRADEMARKS

Country	Title	Reg. No.	Reg. Date	Owner
Canada	Design (Windmill)	TMA815,133	01/09/2012	Freescale Semiconductor, Inc.
Taiwan	KINETIS	1494991	01/01/2012	Freescale Semiconductor, Inc.
United States of America	COLDFIRE+	4,096,771	02/07/2012	Freescale Semiconductor, Inc.
United States of America	QORIVA	4,084,887	01/10/2012	Freescale Semiconductor, Inc.

### TRADEMARK APPLICATIONS

Country	Title	Appl. No.	Appl. Date	Owner
Brazil	FREESCALE & Design (Rectangle)	840027354	02/14/2012	Freescale Semiconductor, Inc.
Brazil	FREESCALE & Design (Rectangle)	840027338	02/14/2012	Freescale Semiconductor, Inc.
Brazil	FREESCALE & Design (Rectangle)	840027370	02/14/2012	Freescale Semiconductor, Inc.
Brazil	FREESCALE & Design (Rectangle)	840027397	02/14/2012	Freescale Semiconductor, Inc.
Brazil	VYBRID	840034130	02/23/2012	Freescale Semiconductor, Inc.
Canada	FREESCALE & Design (Rectangle)	1,561,995	01/31/2012	Freescale Semiconductor, Inc.
Canada	VYBRID	1,563,476	02/09/2012	Freescale Semiconductor, Inc.
China	VYBRID	10476069	02/10/2012	Freescale Semiconductor, Inc.
European Community	SAFEASSURE	010723278	03/13/2012	Freescale Semiconductor, Inc.
European Community	VYBRID	10634401	02/10/2012	Freescale Semiconductor, Inc.
Hong Kong	FREESCALE & Design (Rectangle)	302155455	02/08/2012	Freescale Semiconductor, Inc.
India	VYBRID	2282777	02/14/2012	Freescale Semiconductor, Inc.
Japan	VYBRID	2012-009292	02/10/2012	Freescale Semiconductor, Inc.
Malaysia	FREESCALE & Design (Rectangle)	2012001453	01/31/2012	Freescale Semiconductor, Inc.
Malaysia	FREESCALE & Design (Rectangle)	2012001458	01/31/2012	Freescale Semiconductor, Inc.
Malaysia	FREESCALE & Design (Rectangle)	2012001459	01/31/2012	Freescale Semiconductor, Inc.
Malaysia	FREESCALE & Design (Rectangle)	2012001457	01/31/2012	Freescale Semiconductor, Inc.
Mexico	FREESCALE & Design (Rectangle)	1246510	02/02/2012	Freescale Semiconductor, Inc.
Mexico	FREESCALE & Design (Rectangle)	1246114	02/02/2012	Freescale Semiconductor, Inc.
Mexico	FREESCALE & Design (Rectangle)	1246115	02/02/2012	Freescale Semiconductor, Inc.
Mexico	FREESCALE & Design	1246116	02/02/2012	Freescale Semiconductor, Inc.

Country	Title	Appl. No.	Appl. Date	Owner
	(Rectangle)			
Mexico	VYBRID	1248607	02/10/2012	Freescale Semiconductor, Inc.
Republic of Korea	VYBRID	40-2012-9016	02/13/2012	Freescale Semiconductor, Inc.
Singapore	VYBRID	T12016521	02/10/2012	Freescale Semiconductor, Inc.
Taiwan	FREESCALE & Design (Rectangle)	101006048	02/09/2012	Freescale Semiconductor, Inc.
Taiwan	VYBRID	101006395	02/10/2012	Freescale Semiconductor, Inc.
United States of America	VYBRID	85/536,246	02/07/2012	Freescale Semiconductor, Inc.