

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM366734

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|---|--------------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citibank, N.A., as Collateral Agent | | 12/07/2015 | BANK: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | FREESCALE SEMICONDUCTOR, INC. | | |
| Street Address: | 6501 WILLIAM CANNON DRIVE WEST | | |
| City: | AUSTIN | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78735 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86312987 | FREESCALE KINETIS | |
| Serial Number: | 86312993 | KINETIS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 301-638-0511 | | |
| Email: | ipresearchplus@comcast.net | | |
| 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: | CRS1-40814 | | |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa | | |
| SIGNATURE: | /pja/ | | |
| DATE SIGNED: | 12/18/2015 | | |
| Total Attachments: 4 | | | |
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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 August 1, 2014, at Reel/Frame 5335/0097.

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

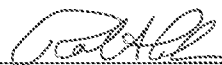
Borrower's 6.000% senior secured notes due 2022 (the "**2022 Notes**" and, together with the 2021 Notes, the "**Notes**") or (b) any other person in its capacity as secured party in connection with any Note.

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

| <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> | <u>OWNER</u> |
|-----------------------|--------------------------------------|------------------------|-------------------------|-------------------------------|
| Brazil | QORIVVA | 830835440 | 4/15/2014 | Freescale Semiconductor, Inc. |
| Canada | XTRINSIC | TMA878,462 | 5/23/2014 | Freescale Semiconductor, Inc. |
| Republic of Korea | FREESCALE TOWER SYSTEM | 40-1039659 | 5/28/2014 | Freescale Semiconductor, Inc. |
| Republic of Korea | SAFE ASSURE BY FREESCALE & Design | 40-1039405 | 5/27/2014 | Freescale Semiconductor, Inc. |
| Republic of Korea | SAFE ASSURE BY FREESCALE & Design | 40-1039410 | 5/27/2014 | Freescale Semiconductor, Inc. |

TRADEMARK APPLICATIONS

| <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>APP. NO.</u> | <u>APP. DATE</u> | <u>OWNER</u> |
|-----------------------|-------------------------|------------------------|-------------------------|-------------------------------|
| European Community | FREESCALE KINETIS | 012999702 | 6/16/2014 | Freescale Semiconductor, Inc. |
| Republic of Korea | KINETIS | 70-2014-354 | 6/16/2014 | Freescale Semiconductor, Inc. |
| Taiwan | FREESCALE KINETIS | 103033893 | 6/16/2014 | Freescale Semiconductor, Inc. |
| USA | FREESCALE KINETIS | 86/312,987 | 6/16/2014 | Freescale Semiconductor, Inc. |
| USA | KINETIS | 86/312,993 | 6/16/2014 | Freescale Semiconductor, Inc. |