

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		09/03/2019	Corporation:
RECEIVING PARTY DATA			
Name:	NXP B.V.		
Street Address:	6501 W. William Cannon Drive		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78735		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85545224	SMARTLX	
Serial Number:	86528427	UCODE DNA	
Serial Number:	86717295	AMPLEON	
CORRESPONDENCE DATA			
Fax Number:	5128957770		
<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:	512-895-8849		
Email:	angie.zalewski@nxp.com		
Correspondent Name:	INTELLECTUAL PROPERTY AND LICENSING NXP		
Address Line 1:	411 EAST PLUMERIA DRIVE, MS41		
Address Line 4:	SAN JOSE, CALIFORNIA 95134		
NAME OF SUBMITTER:	Angie Zalewski		
SIGNATURE:	/Angie Zalewski/		
DATE SIGNED:	09/16/2019		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made as of September 3, 2019 (the “**Effective Date**”) by Morgan Stanley Senior Funding, Inc., as collateral agent (the “**Agent**”) in favor of NXP B.V. (“**NXP BV**”, the “**Grantor**”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined below).

WHEREAS, NXP BV entered into that certain revolving credit agreement, dated as of December 7, 2015, among NXP BV, NXP Funding LLC, a Delaware limited liability company, the lenders and agents party thereto, including the Agent, as administrative agent and collateral agent (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”);

WHEREAS, in connection with its obligations under the Credit Agreement (the “**Obligations**”), NXP BV entered into that certain security agreement, dated as of September 29, 2006, among Philips Semiconductors USA, Inc., NXP Funding LLC, each of the other Guarantors from time to time party thereto pursuant to Section 8.13 thereof and the Agent, as global collateral agent (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Security Agreement**”);

WHEREAS, in connection with the Obligations under the Credit Agreement and the Security Agreement, NXP BV entered into that certain Supplement to the Security Agreement, dated as of February 18, 2016 among NXP BV, NXP Funding LLC and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**IP Security Agreement**”) which was recorded with the United States Patent and Trademark Office (“**USPTO**”) on March 4, 2016 at Reel/Frame 5742/0699;

WHEREAS, the IP Security Agreement, which bargained, sold, conveyed, assigned, set over, mortgaged, pledged, hypothecated and transferred to the Agent, for the benefit of the Secured Parties, and granted to the Agent, for the benefit of the Secured Parties, a continuing first priority security interest in (i) certain of its trademark assets, whether then owned or thereafter acquired or in which the Grantor then had or at any time thereafter acquired any right, title or interest, (ii) all claims for, and rights to sue for past or future infringements of any of the foregoing, and (iii) all income, royalties, damages and payments then or thereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof (“**Trademarks**”), including such trademarks and trademark applications listed on Schedule I hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), of the Obligations; and

WHEREAS, Agent acknowledges full performance of the Obligations and accordingly requests a specific release of the security interest granted and recorded against all of the Trademarks of the Grantor pursuant to the IP Security Agreement and/or Security Agreement (including, but not limited to, those items set forth on Schedule I hereto and/or identified in the IP Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent, on behalf of itself and its respective successors and assigns, hereby: (i) fully releases and discharges any and all liens, security interests, right, title and interest it may have, in whole or in part, in all of the Trademarks of the Grantor granted to the Agent pursuant to the IP Security

Agreement and/or the Security Agreement, together with the goodwill of the business symbolized thereby and all applications and registrations related thereto; (ii) re-assigns to the Grantor or its Affiliates/designees, as applicable, any and all such right, title and interest that it may have in any Trademarks; (iii) agrees that it shall execute all other documents and do any and all other acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) to relinquish and effect the release of such rights to the Grantor; (iv) authorizes the Grantor or the Grantor's authorized representative(s) to (x) record or file this Release with the USPTO and any other applicable governmental office or agency and (y) file UCC financing statements with the applicable filing office in order to memorialize the release hereby; and (v) authorizes and requests that the USPTO and any other applicable governmental office or agency note and record the release hereby given and any other filings necessary to evidence the release and termination of the Agent's rights under each of the Credit Agreement, the Security Agreement, the IP Security Agreement, with respect to any Trademarks.

Notwithstanding anything herein (or in any other document, communication or filing relating hereto by any person) to the contrary, the Agent is authorizing solely the release of the security interests bargained, sold, conveyed, assigned, set over, mortgaged, pledged, hypothecated, transferred or granted pursuant to the Security Agreement, IP Security Agreement and the Grantor's obligations under the Credit Agreement, and not any other liens or security interests at any time granted by the Grantor or any other grantor in favor of Morgan Stanley Senior Funding, Inc. or in favor of any other person.

This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the collateral agent has caused this Release to be executed, on behalf of itself and the Secured Parties, by its duly authorized representative effective as of the Effective Date.

MORGAN STANLEY SENIOR FUNDING,
INC.,
as Collateral Agent

By:



Name: Lisa Hanson

Title: Vice President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 006745 FRAME: 0294

Schedule I

Trademarks

Country	Trademark Serial #	Owner
United States of America	79035490	NXP B.V.
United States of America	79036193	NXP B.V.
United States of America	79036900	NXP B.V.
United States of America	79044667	NXP B.V.
United States of America	79050010	NXP B.V.
United States of America	79054497	NXP B.V.
United States of America	79068151	NXP B.V.
United States of America	79069305	NXP B.V.
United States of America	79071920	NXP B.V.
United States of America	79071921	NXP B.V.
United States of America	79074530	NXP B.V.
United States of America	79078741	NXP B.V.
United States of America	79091507	NXP B.V.
United States of America	79097657	NXP B.V.
United States of America	79099025	NXP B.V.
United States of America	79101004	NXP B.V.
United States of America	79103322	NXP B.V.
United States of America	79109940	NXP B.V.
United States of America	79110422	NXP B.V.
United States of America	79114796	NXP B.V.
United States of America	79130987	NXP B.V.
United States of America	79134867	NXP B.V.
United States of America	79136951	NXP B.V.
United States of America	79141196	NXP B.V.
United States of America	79141412	NXP B.V.
United States of America	79142259	NXP B.V.
United States of America	79142501	NXP B.V.
United States of America	79152598	NXP B.V.
United States of America	79159842	NXP B.V.
United States of America	79168860	NXP B.V.
United States of America	79170432	NXP B.V.
United States of America	79175059	NXP B.V.
United States of America	85545224	NXP B.V.
United States of America	86528427	NXP B.V.
United States of America	86717295	NXP B.V.