

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614011

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.		05/06/2020	Corporation: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	NXP B.V.		
Street Address:	High Tech Campus 60		
City:	Eindhoven		
State/Country:	NETHERLANDS		
Postal Code:	5656 AG		
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2649896	NEXPERIA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6503465750		
Email:	cynthia@adwerelaw.com		
Correspondent Name:	Cynthia R. Adwere		
Address Line 1:	2625 Middlefield Road #360		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
DOMESTIC REPRESENTATIVE			
Name:	Cynthia R. Adwere		
Address Line 1:	2625 Middlefield Road #360		
Address Line 2:	Law Office of Cynthia R. Adwere		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Cynthia R. Adwere		
SIGNATURE:	/cynthia adwere/		
DATE SIGNED:	12/13/2020		

OP \$40.00 2649896

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF LIEN (this “**Release**”) is made as of May 6, 2020 (the “**Effective Date**”) by Morgan Stanley Senior Funding, Inc., as collateral agent (the “**Agent**”) in favor of NXP B.V., with its corporate seat in Eindhoven, the Netherlands (the “**Grantor**”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined below).

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

WHEREAS, in connection with the its obligations under the Credit Agreement (the “**Obligations**”), the Grantor entered into that certain security agreement (the “**Security Agreement**”), dated as of September 29, 2006 (and as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof) among Philips Semiconductors USA Inc., NXP Funding LLC and the Agent; and

WHEREAS, in connection with the Obligations under the Credit Agreement and the Security Agreement, the Grantor entered into that certain intellectual property rights pledge agreement (the “**IP Security Agreement**”), dated as of September 29, 2006 as amended by Amendment No. 1 dated January 19, 2007 (and as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof) among the Grantor and the Agent, which assigned to the Agent, for its benefit, a continuing first priority security interest in and to all of its right, title and interest in, to and under certain of its patents, copyrights and/or trademarks listed on Schedule A hereto (the “**Intellectual Property**”) as security for the due and punctual payment and performance in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, 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, to and under all of the Intellectual Property of the Grantor granted to the Agent pursuant to the IP Security Agreement, together with the goodwill of the business symbolized thereby and all applications and registrations related thereto; (ii) re-assigns to the Grantor any and all such right, title and interest that it may have in any such Intellectual Property; (iii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to the Grantor; and (iv) authorizes and requests that the United States Patent and Trademark Office and United States Copyright Office 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 and the IP Security Agreement, with respect to any such Intellectual Property.

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 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.

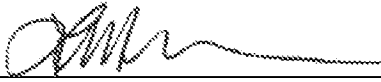
This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed, on behalf of itself and the Lenders, by its duly authorized representative effective as of the Effective Date.

**MORGAN STANLEY SENIOR FUNDING,
INC.,**
as Administrative Agent

By:  _____

Name: Lisa Hanson

Title: Vice President

[Signature Page to IP Release - NXP]

TRADEMARK
REEL: 007204 FRAME: 0883

Schedule A

Registered Trademarks:

NEXPERIA
TRIMEDIA