

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365666

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Interest in Trademarks (5% Notes Security Agreement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		12/07/2015	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Global Collateral Agent
Street Address:	1300 Thames Street, 4th Floor
Internal Address:	Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3142787	ALTIVEC
Registration Number:	2399754	C-5
Registration Number:	1690728	CODETAP
Registration Number:	2079931	CODETEST
Registration Number:	3444193	CODEWARRIOR
Registration Number:	1981365	CODEWARRIOR
Registration Number:	2053242	COLDFIRE
Registration Number:	2399755	C-WARE
Registration Number:	3857413	
Registration Number:	3538548	
Registration Number:	3411019	
Registration Number:	1676605	
Registration Number:	3864663	FREESCALE
Registration Number:	3259075	FREESCALE
Registration Number:	3865943	FREESCALE SEMICONDUCTOR
Registration Number:	3358102	FREESCALE SEMICONDUCTOR
Registration Number:	1655296	METROWERKS
Registration Number:	2860558	MOBILEGT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2407740	PEG
Registration Number:	2908899	POWERPARTS
Registration Number:	3276522	POWERQUICC
Registration Number:	4047406	PROCESSOR EXPERT
Registration Number:	3775471	QORIQ
Registration Number:	3030024	STARCORE
Registration Number:	3197979	STREAMWISE
Registration Number:	3684432	SYMPHONY
Registration Number:	4032066	VORTIQA
Registration Number:	4096771	COLDFIRE+
Registration Number:	4050155	KINETIS
Registration Number:	4084867	QORIVVA
Registration Number:	4298546	XTRINSIC
Serial Number:	85348149	AIRFAST
Serial Number:	85497099	FREESCALE
Serial Number:	85795383	FREESCALE
Serial Number:	85654069	LAYERSCAPE
Serial Number:	85348157	MAGNIV
Serial Number:	85233451	QORIQ QONVERGE
Serial Number:	85342240	READY PLAY
Serial Number:	85433915	SAFE ASSURE BY FREESCALE
Serial Number:	85433928	SAFE ASSURE BY FREESCALE
Serial Number:	85422149	SAFEASSURE
Serial Number:	85792032	TOWER
Serial Number:	85536246	VYBRID

CORRESPONDENCE DATA

Fax Number: 8004947512
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.
Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Dwayne C. Houston
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F159998
NAME OF SUBMITTER:	Amanda M. Mitchell
SIGNATURE:	/Amanda M. Mitchell/

DATE SIGNED:	12/14/2015
---------------------	------------

Total Attachments: 7

- source=#87936335v1 - (5 percent Trademark Application Assignment and Assumption 3142787)Dwayne#page2.tif
- source=#87936335v1 - (5 percent Trademark Application Assignment and Assumption 3142787)Dwayne#page3.tif
- source=#87936335v1 - (5 percent Trademark Application Assignment and Assumption 3142787)Dwayne#page4.tif
- source=#87936335v1 - (5 percent Trademark Application Assignment and Assumption 3142787)Dwayne#page5.tif
- source=#87936335v1 - (5 percent Trademark Application Assignment and Assumption 3142787)Dwayne#page6.tif
- source=#87936335v1 - (5 percent Trademark Application Assignment and Assumption 3142787)Dwayne#page7.tif
- source=#87936335v1 - (5 percent Trademark Application Assignment and Assumption 3142787)Dwayne#page8.tif

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 May 21, 2013 (the “**5% 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 5% Notes Security Agreement and used herein shall have the meanings given therein;

WHEREAS, reference is also made to that certain Amendment to the 5% 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 (i) that certain Intellectual Property Security Agreement dated as of May 21, 2013 (the “**5% Notes IP Security Agreement**”) as amended, supplemented or otherwise modified from time to time, by and among the Grantors and the Collateral Agent;

WHEREAS, pursuant to the 5% 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 the 5% 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 5% Notes IP Security Agreement, as amended, supplemented or otherwise modified, was recorded in the United States Patent and Trademark Office on February 24, 1989 at Reel 5049, Frame 0565;

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 5% Notes IP Security Agreement (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

[Signature Page to IP Assignment and Assumption -- 2021 Notes]

TRADEMARK
REEL: 005688 FRAME: 0276

Accepted:

MORGAN STANLEY SENIOR FUNDING,
INC. as assignee

By:

Name: Reagan Philipp

Title: Authorized Signatory

[Signature Page to IP Assignment and Assumption -- 2021 Notes]

TRADEMARK
REEL: 005688 FRAME: 0277

Schedule I

I. Trademarks

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
ALTIVEC	United States	78173171	10-Oct-2002	3142787	12-Sep-2006	Freescale Semiconductor, Inc.	Registered
C-5	United States	75773520	12-Aug-1999	2399754	31-Oct-2000	Freescale Semiconductor, Inc.	Registered
CODETAP	United States	74026135	06-Feb-1990	1690728	02-Jun-1992	Freescale Semiconductor, Inc.	Registered
CODETEST	United States	74715064	14-Aug-1995	2079931	15-Jul-1997	Freescale Semiconductor, Inc.	Registered
CODEWARRIOR	United States	77236419	23-Jul-2007	3444193	10-Jun-2008	Freescale Semiconductor, Inc.	Registered
CODEWARRIOR	United States	74410868	08-Jul-1993	1981365	18-Jun-1996	Freescale Semiconductor, Inc.	Registered
COLDFIRE	United States	74622678	18-Jan-1995	2053242	15-Apr-1997	Freescale Semiconductor, Inc.	Registered
C-WARE	United States	75773521	12-Aug-1999	2399755	31-Oct-2000	Freescale Semiconductor, Inc.	Registered
Design Only	United States	77538073	04-Aug-2008	3857413	05-Oct-2010	Freescale Semiconductor, Inc.	Registered
Design Only	United States	78376535	01-Mar-2004	3538548	25-Nov-2008	Freescale Semiconductor, Inc.	Registered
Design Only	United States	78978469	01-Mar-2004	3411019	08-Apr-2008	Freescale Semiconductor, Inc.	Registered
Design Only	United States	74038400	14-Mar-1990	1676605	25-Feb-1992	Freescale Semiconductor, Inc.	Registered
FREESCALE	United States	76567257	30-Dec-2003	3864663	19-Oct-2010	Freescale Semiconductor, Inc.	Registered
FREESCALE	United States	76978545	30-Dec-2003	3259075	03-Jul-2007	Freescale Semiconductor, Inc.	Registered
FREESCALE SEMICONDUCTOR	United States	78376532	01-Mar-2004	3865943	19-Oct-2010	Freescale Semiconductor, Inc.	Registered
FREESCALE	United States	78978329	01-Mar-	3358102	18-Dec-2007	Freescale	Registered

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
SEMICONDUCTOR	States		2004			Semiconductor, Inc.	
METROWERKS	United States	74038402	14-Mar-1990	1655296	03-Sep-1991	Freescale Semiconductor, Inc.	Registered
MOBILEGT	United States	76112443	18-Aug-2000	2860558	06-Jul-2004	Freescale Semiconductor, Inc.	Registered
PEG	United States	75590936	18-Nov-1998	2407740	28-Nov-2000	Freescale Semiconductor, Inc.	Registered
POWERPARTS	United States	75841816	05-Nov-1999	2908899	07-Dec-2004	Freescale Semiconductor, Inc.	Registered
POWERQUICC	United States	78550846	20-Jan-2005	3276522	07-Aug-2007	Freescale Semiconductor, Inc.	Registered
PROCESSOR EXPERT	United States	77869524	10-Nov-2009	4047406	01-Nov-2011	Freescale Semiconductor, Inc.	Registered
QORIQ	United States	77494217	09-Jun-2008	3775471	13-Apr-2010	Freescale Semiconductor, Inc.	Registered
STARCORE	United States	78176973	22-Oct-2002	3030024	13-Dec-2005	Freescale Semiconductor, Inc.	Registered
STREAMWISE	United States	78178484	25-Oct-2002	3197979	16-Jan-2007	Freescale Semiconductor, Inc.	Registered
SYMPHONY	United States	78174975	16-Oct-2002	3684432	15-Sep-2009	Freescale Semiconductor, Inc.	Registered
VORTIQA	United States	77761881	17-Jun-2009	4032066	27-Sep-2011	Freescale Semiconductor, Inc.	Registered
COLDFIRE+	United States	85056439	07-Jun-2010	4096771	07-Feb-2012	Freescale Semiconductor, Inc.	Registered
KINETIS	United States	85026696	29-Apr-2010	4050155	01-Nov-2011	Freescale Semiconductor, Inc.	Registered
QORIVVA	United States	85161046	26-Oct-2010	4084867	10-Jan-2012	Freescale Semiconductor, Inc.	Registered
XTRINSIC	United States	85067334	21-Jun-2010	4298546	05-Mar-2013	Freescale Semiconductor, Inc.	Registered

II. Trademark Applications

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
AIRFAST	United States	85348149	16-Jun-2011			Freescale Semiconductor, Inc.	Pending
FREESCALE	United States	85497099	16-Dec-2011			Freescale Semiconductor, Inc.	Pending
FREESCALE	United States	85795383	05-Dec-2012			Freescale Semiconductor, Inc.	Pending
LAYERSCAPE	United States	85654069	18-Jun-2012			Freescale Semiconductor, Inc.	Pending
MAGNIV	United States	85348157	16-Jun-2011			Freescale Semiconductor, Inc.	Pending
QORIQ QONVERGE	United States	85233451	03-Feb-2011			Freescale Semiconductor, Inc.	Pending
READY PLAY	United States	85342240	09-Jun-2011			Freescale Semiconductor, Inc.	Pending
SAFE ASSURE BY FREESCALE	United States	85433915	28-Sep-2011			Freescale Semiconductor, Inc.	Pending
SAFE ASSURE BY FREESCALE	United States	85433928	28-Sep-2011			Freescale Semiconductor, Inc.	Pending
SAFEASSURE	United States	85422149	14-Sep-2011			Freescale Semiconductor, Inc.	Pending
TOWER	United States	85792032	30-Nov-2012			Freescale Semiconductor, Inc.	Pending
VYBRID	United States	85536246	07-Feb-2012			Freescale Semiconductor, Inc.	Pending