

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398056

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		06/22/2016	Bank: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	NXP B.V.
<b>Street Address:</b>	5656 AG High Tech Campus 60
<b>City:</b>	Eindhoven
<b>State/Country:</b>	NETHERLANDS
<b>Entity Type:</b>	Corporation: NETHERLANDS

**PROPERTY NUMBERS Total: 54**

Property Type	Number	Word Mark
Registration Number:	4724081	FREESCALE
Registration Number:	4700061	AIRFAST
Registration Number:	4618078	TOWER
Registration Number:	4572811	VYBRID
Registration Number:	4415198	QORIQ QONVERGE
Registration Number:	4368539	FREESCALE
Registration Number:	4392813	MAGNIV
Registration Number:	4392807	READY PLAY
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	

TRADEMARK

Property Type	Number	Word Mark
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
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:	86312987	FREESCALE KINETIS
Serial Number:	86312993	KINETIS
Serial Number:	86190458	UMEMS
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.*

**TRADEMARK**

**REEL: 005873 FRAME: 0787**

**Phone:** 202-370-4750  
**Email:** ipteam@nationalcorp.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, LTD  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F165305

**NAME OF SUBMITTER:** Emily Ohannessian

**SIGNATURE:** /Emily Ohannessian/

**DATE SIGNED:** 09/12/2016

**Total Attachments: 15**

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**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**THIS RELEASE OF LIEN** (this “*Release*”) is made as of June 22, 2016 (the “*Effective Date*”) by Morgan Stanley Senior Funding, Inc., as collateral agent (the “*Agent*”) in favor of Freescale Semiconductor, Inc. (the “*Issuer*”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the 5% Notes Security Agreement (as defined below).

**WHEREAS**, the Issuer entered into that certain amended and restated indenture (the “*Amended 5% Indenture*”), dated as of December 7, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof) which amended and restated the Indenture dated as of May 21, 2013, pursuant to which the Issuer issued \$500,000,000 aggregate principal amount of 5.000% senior secured notes due 2021 (the “*5% Notes*”) to the holders thereof;

**WHEREAS**, In connection with its obligations under the 5% Notes (the “*Obligations*”), the Issuer is party to that certain Security Agreement, dated as of May 21, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, including pursuant to the Amendment to Security Agreement dated as of December 7, 2015), between the Agent, the Issuer and each of the other Grantors from time to time party thereto (as defined therein) (as so amended, the “*5% Notes Security Agreement*”);

**WHEREAS**, In connection with the Amended 5% Indenture and the 5% Notes Security Agreement, the Issuer entered into that certain Assignment and Assumption, dated as of December 7, 2015, 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 all of its trademarks listed on Schedule A hereto (the “*Trademarks*”) 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; 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 Issuer pursuant to the 5% Notes Security Agreement (including, but not limited to, those items set forth on Schedule A hereto and/or identified in the Security Agreements).

**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 Trademarks of the Issuer granted to the Agent pursuant to the 5% Notes Security Agreement, together with the goodwill of the business symbolized thereby and all applications and registrations related thereto; (ii) re-assigns to the Issuer any and all such right, title and interest that it may have in any such Trademarks; (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 Issuer; and (iv) authorizes and requests that the United States Patent and Trademark 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 Amended 5% Indenture and the 5% Notes Security Agreement, with respect to any such 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 granted pursuant to the 5% Notes Security Agreement and the Issuer’s obligations under the 5% Notes, and not any other liens or security interests at any time granted by the Issuer or any other Grantor in favor of Morgan Stanley Senior Funding, Inc. or in favor of any other person.

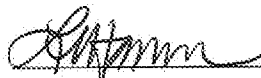
This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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: *Authorized Signatory*

[Signature Page to IP Release -- NXP (Trademarks)]

TRADEMARK  
REEL: 005873 FRAME: 0791

Schedule A  
**TRADEMARKS**

## TRADEMARKS

Country	Title	Reg. No.	Reg. Date	Owner
United States of America	FREESCALE & Design (Rectangle)	4,724,081	4/21/2015	Freescale Semiconductor, Inc.
Brazil	LAYERSCAPE	840165056	5/5/2015	Freescale Semiconductor, Inc.
Japan	UMEMS	5765533	5/22/2015	Freescale Semiconductor, Inc.
Republic of Korea	UMEMS	40-1099530	4/10/2015	Freescale Semiconductor, Inc.

Schedule I



TRADEMARKS

Country	Title	Reg. No.	Reg. Date	Owner
Canada	VYBRID	TMA895,477	1/30/2015	Freescale Semiconductor, Inc.
Brazil	FREESCALE & Design (Rectangle)	840027338	3/3/2015	Freescale Semiconductor, Inc.
Brazil	FREESCALE & Design (Rectangle)	840027354	3/3/2015	Freescale Semiconductor, Inc.
Brazil	FREESCALE & Design (Rectangle)	840027370	3/3/2015	Freescale Semiconductor, Inc.
Brazil	FREESCALE & Design (Rectangle)	840027397	3/3/2015	Freescale Semiconductor, Inc.
United States of America	AIRFAST	4,700,061	3/10/2015	Freescale Semiconductor, Inc.

## TRADEMARKS

Country	Title	Reg. No.	Reg. Date	Owner
United States of America	TOWER	4618078	10/7/2014	Freescale Semiconductor, Inc.
Brazil	MAGNIV	831079830	10/21/2014	Freescale Semiconductor, Inc.
Brazil	QORIQ QONVERGE	831180838	11/4/2014	Freescale Semiconductor, Inc.
European Community	FREESCALE KINETIS	12999702	11/7/2014	Freescale Semiconductor, Inc.

Schedule I

TRADEMARK  
REEL: 005873 FRAME: 0795

TRADEMARKS

Country	Title	Reg. No.	Reg. Date	Owner
United States of America	VYBRID	4572811	7/22/2014	Freescale Semiconductor, Inc.

## TRADEMARKS

Country	Title	Reg. No.	Reg. Date	Owner
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	40-1039859	5/28/2014	Freescale Semiconductor, Inc.
Republic of Korea	SAFE ASSURE BY FREESCALE & Design (Horizontal Diamonds)	40-1039405	5/27/2014	Freescale Semiconductor, Inc.
Republic of Korea	SAFE ASSURE BY FREESCALE & Design (Vertical Diamonds)	40-1039410	5/27/2014	Freescale Semiconductor, Inc.

## TRADEMARK APPLICATIONS

Country	Title	Appl. No.	Appl. Date	Owner
European Community	FREESCALE KINETIS	012999702	6/16/2014	Freescale Semiconductor, Inc.
Republic of Korea	KINETIS	70-2014-354	6/23/2014	Freescale Semiconductor, Inc.
Taiwan	FREESCALE KINETIS	103033693	6/16/2014	Freescale Semiconductor, Inc.
United States of America	FREESCALE KINETIS	86/312,987	6/18/2014	Freescale Semiconductor, Inc.
United States of America	KINETIS	86/312,993	6/18/2014	Freescale Semiconductor, Inc.

## TRADEMARKS

Country	Title	Reg. No.	Reg. Date	Owner
European Community	VYBRID	010634401	1/12/2014	Freescale Semiconductor, Inc.
Malaysia	FREESCALE	2012020996	2/8/2014	Freescale Semiconductor, Inc.
Malaysia	FREESCALE	2012020997	2/8/2014	Freescale Semiconductor, Inc.
Malaysia	FREESCALE	2012020999	1/21/2014	Freescale Semiconductor, Inc.

## TRADEMARK APPLICATIONS

Country	Title	Appi. No.	Appi. Date	Owner
Brazil	UMEMS	840791437	2/12/2014	Freescale Semiconductor, Inc.
Canada	UMEMS	1663578	2/12/2014	Freescale Semiconductor, Inc.
China	UMEMS	14010127	2/11/2014	Freescale Semiconductor, Inc.
European Community	UMEMS	012587077	2/11/2014	Freescale Semiconductor, Inc.
India	UMEMS	2578272	2/13/2014	Freescale Semiconductor, Inc.
Japan	UMEMS	2014-009932	2/12/2014	Freescale Semiconductor, Inc.
Mexico	UMEMS	1456858	2/13/2014	Freescale Semiconductor, Inc.
Republic of Korea	UMEMS	40201410038	2/13/2014	Freescale Semiconductor, Inc.
Taiwan	UMEMS	103007572	2/12/2014	Freescale Semiconductor, Inc.
United States of America	UMEMS	66/190,458	2/11/2014	Freescale Semiconductor, Inc.

Schedule I

**TRADEMARK**  
**REEL: 005873 FRAME: 0798**

## TRADEMARKS

Country	Title	Reg. No.	Reg. Date	Owner
European Community	SAFE ASSURE BY FREESCALE & Design (Horizontal Diamonds)	011803962	10/3/2013	Freescale Semiconductor, Inc.
European Community	SAFE ASSURE BY FREESCALE & Design (Vertical Diamonds)	011803996	10/3/2013	Freescale Semiconductor, Inc.
Hong Kong	FREESCALE	302472002	10/2/2013	Freescale Semiconductor, Inc.
United States of America	QORIQ QONVERGE	4,415,198	10/8/2013	Freescale Semiconductor, Inc.

**TRADEMARKS**

Country	Title	Reg. No.	Owner
China	KINETIS	8306452	Freescale Semiconductor, Inc.
Japan	FREESCALE TOWER SYSTEM	5605517	Freescale Semiconductor, Inc.
United States of America	FREESCALE	4,368,539	Freescale Semiconductor, Inc.
United States of America	MAGNIV	4,392,813	Freescale Semiconductor, Inc.
United States of America	READY PLAY	4,392,807	Freescale Semiconductor, Inc.

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