

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agreement of Admission and Dissolution
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
EMMA MIXED SIGNAL C.V.	02/28/2009
<b>RECEIVING PARTY DATA</b>	
Name:	ON Semiconductor Trading Ltd.
Street Address:	1 Lane Hill
Internal Address:	Hamma Building 3rd Floor
City:	Hamilton
State/Country:	BERMUDA
Postal Code:	HM19
<b>PROPERTY NUMBERS Total: 3</b>	
Property Type	Number
Patent Number:	6025935
Patent Number:	6381378
Patent Number:	7057148
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(602)244-3169
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6022445603
Email:	patents@onsemi.com
Correspondent Name:	ON SEMICONDUCTOR
Address Line 1:	5005 E. McDowell Road
Address Line 2:	Intellectual Property Dept.-A242
Address Line 4:	Phoenix, ARIZONA 85008
ATTORNEY DOCKET NUMBER:	EMMA3+
NAME OF SUBMITTER:	Lydia McNamara

**CH \$120.00 6025935**

**Total Attachments: 9**

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AGREEMENT OF ADMISSION OF ON SEMICONDUCTOR TRADING  
LTD. TRANSFER OF INTEREST IN AND DISSOLUTION

of

EMMA MIXED SIGNAL C.V.

between

AMI ACQUISITION, LLC  
(Limited Member)

and

AMI SEMICONDUCTOR, INC.  
(General Member)

and

ON SEMICONDUCTOR TRADING LTD.  
(ON Bermuda)

**AGREEMENT OF ADMISSION OF ON SEMICONDUCTOR TRADING LTD, TRANSFER OF INTEREST  
IN AND DISSOLUTION  
("AGREEMENT")**

**THE UNDERSIGNED:**

1. **AMI Acquisition LLC**, a limited liability company organized under the laws of the State of Delaware, United States of America, with its registered office at c/o The Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, United States of America and its office address at 2300 Buckskin Road, Pocatello, Idaho, 83201, United States of America, hereinafter referred to as the "**Limited Member**";
2. **AMI Semiconductor, INC.**, a corporation incorporated under the laws of the State of Delaware, United States of America, with its registered office at c/o The Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, United States of America and its office address at 2300 Buckskin Road, Pocatello, Idaho, 83201, United States of America, registered with the register of the secretary of state of Boise, Idaho, United States of America under number C135002, hereinafter referred to as the "**General Member**";

The Limited Member and the General Member, hereinafter also referred to as: "**Members**" and individually also referred to as: "**Member**";

and

3. **ON Semiconductor Trading Ltd.**, a company organised under the laws of the Islands of Bermuda, with its registered office at c/o Codan Services Limited, Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda and its office address at Hamma Building – 3<sup>rd</sup> Floor, 1 Lane Hill, Hamilton HM19 Bermuda, hereinafter referred to as the "**ON Bermuda**";

The Members and ON Bermuda hereinafter together also referred to as the "**Parties**" and individually also referred to as the "**Party**".

**WHEREAS:**

- A. The Limited Member is the current limited member and the General Member is the current general member of **Emma Mixed Signal C.V.**, an association (*commanditaire vennootschap* or *C.V.*), with registered address at Naritaweg 165 Telestone 8, 1043 BW Amsterdam, registered with the Trade Register under number 34176453 (hereinafter referred to as the "**C.V.**").
- B. The objectives of the C.V. are, amongst others, to participate and invest in corporations, companies, partnerships, joint ventures or other undertakings, to hold shares in legal entities and to acquire, own, transfer, exploit, develop, and license in and out patents, trademarks, copyrights, know-how and any other intellectual property rights.
- C. Assets contributed by the Members to the C.V. constitute a community of assets (*gemeenschap*) to which the C.V. shall at all times have the beneficial title and interest and furthermore are held in the name of one or more of the Members on behalf of the C.V. These assets are acquired with (i) the capital contributions to be made by the Members or obtaining of (ii) loans, which investments may change from time to time. A list of all assets of the C.V. is attached to this agreement as **Annex 1**.
- D. ON Bermuda wishes to be admitted to the C.V. as the new general member and the General Member wishes to withdraw from the C.V. in accordance with section 13 of the articles of association

agreement of the C.V.

- E. The Members wish to elect and to consent to the admission of ON Bermuda as the new general member of the C.V.
- F. In accordance with section 13.03 (b), the withdrawing member, being the General Member, shall have to assign its entire interest in the C.V. to the new member, being ON Bermuda.
- G. To the extent necessary, in accordance with section 13.03 (c), the assignment shall take place by means of an instrument of transfer of each of the assets held by the General Member to ON Bermuda, executed between the Members and ON Bermuda. The legal transfer of the various assets held by the General Member to ON Bermuda is, if applicable, to be evidenced by separate transfer documents.
- H. The Parties wish furthermore to resolve that the Limited Member shall withdraw from the C.V. and assign and transfer its entire interest in the C.V. to ON Bermuda.
- I. The Parties agree with unanimous consent that with regard to this withdrawal of the Limited Member and the assignment and transfer of its entire interest to ON Bermuda - as far as necessary - section 5, section 13 and section 16.02 of the articles of association agreement of the C.V. will be forced to be inoperative and shall have no effect.
- J. The General Member and ON Bermuda now wish to enter into this Agreement in order to transfer and assign to ON Bermuda: the total interest in the C.V. of the General Member in the C.V. with all rights and obligations attached thereto, together with the capital account of the General Member; hereinafter referred to as: the "**Interest 1**".
- K. The Limited Member and ON Bermuda now wish to enter into this Agreement in order to transfer and assign to ON Bermuda: the total interest in the C.V. of the Limited Member in the C.V. with all rights and obligations attached thereto, together with the capital account of the Limited Member; hereinafter referred to as: the "**Interest 2**".
- L.
- M.
- N.

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- O. By virtue of section 15.05 of the articles of association agreement of the C.V., the general meeting of members of the C.V. may adopt resolutions without holding a meeting, provided such resolutions are adopted in writing unanimously by all members. Parties agree with this manner of adopting resolutions outside a meeting.
- P. The Management Committee has been consulted and has been granted the opportunity to render advice with regard to the issues resolved upon herein.
- Q. The Members wish to resolve to dissolve the C.V. in accordance with section 16 of the articles of association agreement C.V.
- R. The Members wish to resolve to determine that the assets of the C.V., the proceeds of the liquidation of the C.V.'s assets and any other funds of the C.V. are to be distributed in accordance with section

17.02 of the articles of association agreement of the C.V. to ON Bermuda.

- S. According to section 17.01, the Members shall determine the fair market value of the assets of the C.V. for the purpose of determining the amount of any distribution to a Member.
- T. According to section 13.03 of the articles of association agreement of the C.V., the General Member should give notice of its intention to voluntary withdraw from the C.V. to the other member(s);

**NOW HEREBY AGREE AS FOLLOWS:**

**1. TRANSFER**

- 1.1 The Members hereby elect and give their consent to the admission of ON Bermuda as new General Member of the C.V.
- 1.2 The General Member hereby transfers and assigns the Interest 1 in ex-change for the Consideration 1 to ON Bermuda and ON Bermuda accepts the Interest 1 in exchange for the Consideration 1 from the General Member.
- 1.3 The Limited Member hereby transfers and assigns the interest 2 in exchange for the Consideration 2 to ON Bermuda and ON Bermuda accepts the Interest 2 in exchange for the Consideration 2 from the Limited Member.
- 1.3 The General Member, who is charged with the management and organization of the C.V., shall procure the registration of the name, address, percentage and capital contribution of ON Bermuda and deregistration of the Members.
- 1.4 The Members and ON Bermuda hereby give notice of the transfer and assignment of the Interest 1 and Interest 2 to the C.V. and request the C.V. to grant its cooperation thereto.
- 1.5 Insofar after the date hereof any further action by the Members and/or ON Bermuda is required under Dutch law or any other applicable law in order to fully effectuate the transfer and assignment of the Interests from the Members to ON Bermuda as described above, the Parties shall be authorized to undertake such action and the Members hereby grants a non-revocable power of attorney to ON Bermuda to, on its behalf, undertake any such action and do anything that might be required in connection therewith, all with full power of substitution.
- 1.6 The Members and ON Bermuda expressly waive their right to rescind or to demand the rescission of this transfer and assignment of the Interests.
- 1.7 With respect to the transfer of the Interest 2 from the Limited Member to ON Bermuda, - as far as necessary - section 5, section 13 and section 16.02 of the articles of association of agreement are forced to be inoperative and will have no effect.
- 1.8 To the extent necessary, the Members hereby give each notice to one and other in order to effectuate the above described transfer of the Interest 1 and the Interest 2.

**2. CONSENT**

- 2.1 The Parties hereby grant their consent to the transfer and assignment of the Interest 1 and the Interest 2 to ON Bermuda.

### **3. ADMISSION AND WITHDRAWAL**

- 3.1 The admission of ON Bermuda shall be effective on February 28, 2009. ON Bermuda and the General member shall sign in the register of the C.V.
- 3.2 The General Member and the Limited Member shall withdraw as members of the C.V. effective February 28, 2009. The General Member and the Limited Member respectively will be de-registered in the register of the C.V.

### **4. DISSOLUTION OF THE C.V.**

- 4.1 The Parties hereby resolve to dissolve the C.V. and to ask the General Member to commence with the winding up and the liquidation of the C.V.
- 4.2 The Parties hereby resolve to distribute the assets of the C.V. in accordance with section 17.02 of the articles of association of the C.V. to ON Bermuda.

**[The remainder of this page was left intentionally blank.]**

## 5. GOVERNING LAW

- 5.1 This transfer and assignment of the Interest 1 and the Interest 2 shall be exclusively governed by and construed in accordance with the laws of the Netherlands and any dispute under or in connection with this transfer and assignment of the Interest 1 and the Interest 2 shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

This Agreement may be signed in counterparts, which together shall constitute one and the same agreement.



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On behalf of **AMI Acquisition, LLC**

Name: Donald Colvin

Title: CEO, President & Treasurer

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On behalf of **AMI Semiconductor, Inc.**

Name: Rick Monson

Title: Assistant Secretary

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On behalf of **ON Semiconductor Trading Ltd.**

Name: Anne Marie Hebert

Title: Vice President and General Manager



## 5. GOVERNING LAW

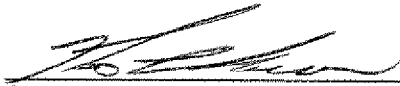
- 5.1 This transfer and assignment of the Interest 1 and the Interest 2 shall be exclusively governed by and construed in accordance with the laws of the Netherlands and any dispute under or in connection with this transfer and assignment of the Interest 1 and the Interest 2 shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

This Agreement may be signed in counterparts, which together shall constitute one and the same agreement.

\_\_\_\_\_  
On behalf of **AMI Acquisition, LLC**

Name: Donald Colvin

Title: CEO, President & Treasurer



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On behalf of **AMI Semiconductor, Inc.**

Name: Rick Monson

Title: Assistant Secretary

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On behalf of **ON Semiconductor Trading Ltd.**

Name: Anne Marie Hebert

Title: Vice President and General Manager

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On behalf of **AMI Acquisition, LLC**  
Name: Donald Colvin  
Title: CEO, President & Treasurer

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On behalf of **AMI Semiconductor, Inc.**  
Name: Rick Monson  
Title: Assistant Secretary



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On behalf of **ON Semiconductor Trading Ltd.**  
Name: Anne Marie Hebert  
Title: Vice President and General Manager

## ANNEX 1

### ASSETS

Transferred Assets shall mean any or all of the following and all statutory and/or common law rights throughout the world in, arising out of, or associated therewith: (i) all patents and applications therefor and all reissues, reexaminations, revivals, utility models, certificates of invention, registration of patents, divisions, renewals, extensions, provisionals and non-provisionals, invention disclosures, records of invention, substitutions, continuations and continuations-in-part thereof (collectively, "**Patents**"), including but not limited to those Patents and patent applications set forth on Exhibit A to this Annex 1; (ii) all inventions (whether patentable or not) retained as confidential, confidential invention disclosures, confidential improvements, know-how, and all other trade secrets; (iii) all works of authorship, copyrights, semiconductor topography, mask works, copyright and mask work registrations and applications and all industrial designs and any registrations and applications therefore; (iv) all trade names, logos, trademarks and service marks, and trademark and service mark registrations and applications ("**Trademarks**"), including but not limited to those Trademarks set forth on Exhibit B to this Annex 1; (v) all agreements, data and records related to clients and customer lists; (vi) any similar, corresponding or equivalent rights to any of the foregoing; and (vi) all goodwill associated with any of the foregoing.