

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Morgan Stanley Senior Funding, Inc.	07/04/2011
RECEIVING PARTY DATA	
Name:	NXP B.V.
Street Address:	High Tech Campus 60
City:	Eindhoven
State/Country:	NETHERLANDS
Postal Code:	5656AG
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6038327
Patent Number:	6628790
Patent Number:	6490361
CORRESPONDENCE DATA	
Fax Number:	(214)978-3099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	scarlett.pereida@bakermckenzie.com
Correspondent Name:	Baker & McKenzie LLP
Address Line 1:	2001 Ross Avenue, Suite 2300
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	56184006.000018
NAME OF SUBMITTER:	Michael Bales
Total Attachments: 10 source=Sonar_Lien_Release - US#page1.tif source=Sonar_Lien_Release - US#page2.tif source=Sonar_Lien_Release - US#page3.tif	

CH \$120.00 6038327

501609476

PATENT
REEL: 026665 FRAME: 0421

source=Sonar_Lien_Release - US#page4.tif
source=Sonar_Lien_Release - US#page5.tif
source=Sonar_Lien_Release - US#page6.tif
source=Sonar_Lien_Release - US#page7.tif
source=Sonar_Lien_Release - US#page8.tif
source=Sonar_Lien_Release - US#page9.tif
source=Sonar_Lien_Release - US#page10.tif

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN PATENT RIGHTS**

RELEASE, dated as of July 4, 2011 (this "Release"), among NXP B.V. (the "Company") and Morgan Stanley Senior Funding, Inc., as Global Collateral Agent (in such capacity, the "Collateral Agent") and as RCF Administrative Agent (in such capacity, the "RCF Administrative Agent") and Barclays Bank PLC as Term Administrative Agent (in such capacity, the "Term Administrative Agent") for the Secured Parties under the Collateral Agency Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in the Revolving Credit Agreement referred to below.

WITNESSETH:

WHEREAS, NXP Semiconductors N.V. (previously KASLION Acquisition B.V.), with its corporate seat in Eindhoven, the Netherlands ("Holdings"), the Company, certain affiliates of the Company, the Secured Parties, the Collateral Agent and others have entered into a Secured Revolving Credit Agreement, dated as of September 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement");

WHEREAS, in connection with the Revolving Credit Agreement, the Company, certain subsidiaries of the Company, the Collateral Agent and others have entered into (i) a collateral agency agreement, dated as of September 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), (ii) a Senior Secured Indenture dated as of October 12, 2006 (as amended, supplemented or otherwise modified from time to time, the "Original Indenture"), (iii) a Super Priority Indenture dated as of April 2, 2009 (as amended, supplemented or otherwise modified from time to time, the "Super Priority Indenture"), (iv) a Senior Secured Indenture dated as of July 20, 2010 (as amended, supplemented or otherwise modified from time to time, the "New Secured Indenture," and together with the Original Indenture and the Super Priority Indenture, the "Indentures") and (v) a Secured Term Credit Facility, dated as of March 4, 2011 (as amended, supplemented or otherwise modified from time to time, the "Term Credit Agreement" and together with the Revolving Credit Agreement, the "Credit Agreements");

WHEREAS, in connection with each Credit Agreement and each Indenture, the Company and certain of its subsidiaries have entered into certain Security Documents (as defined in each Credit Agreement and each Indenture) in favor of the Collateral Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Security Documents, the Company has granted a Lien on certain of its patents, including, without limitation, the U.S. patents listed on Annex A (hereinafter the patents listed on Annex A shall be referred to as the "Pledged Patents"), in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, on December 22, 2010, the Company entered into the Intellectual Property Transfer and License Agreement (the "Intellectual Property Transfer and License Agreement") with Dover Corporation concerning the sale of the Pledged Patents;

WHEREAS, pursuant to a general release dated as of July 4, 2011, and entered into between, among others, the Company and the Collateral Agent (on behalf of itself and the Secured Parties), all liens in favor of the Collateral Agent for the benefit of the Collateral Agent and/or the Secured Parties on the Subject Patents (as defined in the General Release) created by the Security Documents and other security documents have been released as all conditions to the release of the liens

on the Subject Patents set forth in the relevant Secured Agreements (as defined in the Collateral Agency Agreement) have been satisfied, pursuant to the Collateral Agency Agreement (the "General Release");

WHEREAS, the Lien that the Company granted in favor of the Collateral Agent for the benefit of the Secured Parties in the Pledged Patents was recorded in the United States Patent and Trademark Office on January 22, 2007, at Reel 018806, Frame 0202;

WHEREAS, the Company has informed the Collateral Agents that it intends to use the Net Cash Proceeds (as defined in each Credit Agreement and each Indenture) from the Transaction in compliance with (i) either Section 10.5(a)(iii)(A) or Section 10.5(a)(iii)(B) of each Credit Agreement or (ii) Section 4.09(a)(3)(A) or Section 4.09(a)(3)(B) of each Indenture;

WHEREAS, the Company has informed the Collateral Agents that the consideration received from the Transaction (i) is at least equal to the fair market value, as determined in good faith by the Board of Directors (as defined in each Credit Agreement and each Indenture) and (ii) consists of at least 75% cash, Cash Equivalents (as defined in each Credit Agreement and each Indenture) or Temporary Cash Investments (as defined in each Credit Agreement and each Indenture);

WHEREAS, there are no Additional Secured Parties, other than the Secured Parties under the Super Priority Indenture, the New Secured Indenture and the Term Credit Agreement, holding Additional Secured Obligations or Secured Hedge Counterparties holding Hedging Secured Obligations (each term as defined in the Collateral Agency Agreement) secured by the Pledged Patents and, as such, the only Required Secured Parties whose confirmation is required pursuant to the Collateral Agency Agreement are the Term Administrative Agent, the RCF Administrative Agent and the Collateral Agent;

WHEREAS, pursuant to Section 5.03 of the Collateral Agency Agreement, (i) the Company wishes to confirm to the Required Secured Parties (as defined in the Collateral Agency Agreement) that all conditions to the release of the Pledged Patents set forth in the relevant Security Documents and applicable under Law have been satisfied as of the date hereof, and (ii) based on that confirmation, the Required Secured Parties (as defined in the Collateral Agency Agreement) wish to confirm to the Collateral Agent that such conditions have been satisfied as of the date hereof;

WHEREAS, pursuant to Section 5.03 of the Collateral Agency Agreement, the Collateral Agent has accepted the confirmation herein from the Required Secured Parties (as defined in the Collateral Agency Agreement) that all conditions to the release of the Pledged Patents set forth in the relevant Security Documents and applicable under Law have been satisfied as of the date hereof;

WHEREAS, pursuant to Section 12.05 of each Indenture, all Liens on the Pledged Patents securing the Notes issued thereunder will be released automatically and without further action by the Trustee or the Collateral Agent upon release of the Liens contemplated by each Credit Agreement and each Indenture over the Pledged Patents because such release is otherwise permitted under each Indenture; and

WHEREAS, pursuant to Section 5.05 of the Collateral Agency Agreement, the Collateral Agent is authorized to execute and deliver this Release.

NOW, THEREFORE, IT IS AGREED:

1. Release. Effective simultaneously herewith, and subject to and contingent upon the receipt by the Company and the Collateral Agent of this Release duly countersigned by each party, all

Liens in favor of the Collateral Agent for the benefit of the Secured Parties on the Pledged Patents created by any Security Documents shall be automatically terminated, released and extinguished.

2. Further Assurances.

2.1 Upon effectiveness of this Release as described in paragraph 1 hereof, the Collateral Agent, at the request and at the sole expense of the Company, shall execute and deliver to the Company such other documents, make such filings and recordations and take such other actions as are reasonably requested to evidence the release effected by the foregoing paragraph as required by and pursuant to Section 5.05 of the Collateral Agency Agreement.

2.2 The Collateral Agent hereby grants the Company or its designees the power and authority to make any filings or recordations or take any other additional steps that are necessary to fully effect and evidence the release granted pursuant to this Release. Nothing in this Section 2.2 shall reduce the Collateral Agent's ability to perform the actions described in Section 2.1.

3. The Company's Representations.

3.1. The Company represents that (a) it intends to use the Net Cash Proceeds (as defined in each Credit Agreement and each Indenture) from the Transaction in compliance with (i) either Section 10.5(a)(iii)(A) or Section 10.5(a)(iii)(B) of each Credit Agreement or (ii) Section 4.09(a)(3)(A) or Section 4.09(a)(3)(B) of each Indenture, (b) the consideration received from the Transaction (i) is at least equal to the fair market value, as determined in good faith by the Board of Directors (as defined in each Credit Agreement and each Indenture) and (ii) consists of at least 75% cash, Cash Equivalents (as defined in each Credit Agreement and each Indenture) or Temporary Cash Investments (as defined in each Credit Agreement and each Indenture) and (c) the Pledged Patents shall be disposed of in one transaction, and that the Collateral Agent, the Term Administrative Agent and the RCF Administrative Agent may rely conclusively on such representation without need for further inquiry.

3.2. The Company represents that the Transaction is permitted under each Credit Agreement and under each Indenture, and that the Term Administrative Agent, the RCF Administrative Agent and the Collateral Agent may rely conclusively on such representation without need for further inquiry.

3.3. The Company represents that there are no Additional Secured Parties, other than the Secured Parties under the Super Priority Indenture, the New Secured Indenture and the Term Credit Agreement, holding Additional Secured Obligations or Secured Hedge Counterparties holding Hedging Secured Obligations (each term as defined in the Collateral Agency Agreement) secured by the Pledged Patents and, as such, the only Required Secured Parties whose confirmation is required pursuant to the Collateral Agency Agreement are the Term Administrative Agent, the RCF Administrative Agent, the Collateral Agent.

3.4. The Company represents that all conditions to the release of the Pledged Patents under the applicable Secured Agreements (as defined in the Collateral Agency Agreement) have been satisfied, and the Term Administrative Agent, the RCF Administrative Agent and the Collateral Agent may rely conclusively on such representation without the need for further inquiry.

4. Certification. The Company certifies that this Release serves as a Designated Note Release (as defined in the Collateral Agency Agreement) and the release of Liens on the Pledged Patents does not require the consent of, or any action by, the Note Secured Party or the holders of any

Note Secured Obligations, and that the Company is in compliance with its obligations under the Note Secured Documents with respect to such release.

5. Conditions Precedent. This Release shall become effective immediately upon the satisfaction of the following conditions precedent:

5.1 The effectiveness of the General Release and

5.2 The Company and the Collateral Agent shall have received this Release duly countersigned by each party.

6. Counterparts. This Release may be executed by one or more of the parties to this Release on any number of separate counterparts (including by telecopy or email), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. GOVERNING LAW. THIS RELEASE AGREEMENT 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 undersigned have caused this Release to be duly executed and delivered as of the date first above written.

NXP B.V.

By: 

Name: KARL-HENRIK SUNDBLOND

Title: CFO



GUIDO INERICK


GENERAL COUNSEL

Signature Page to US IP Release


(NY) 14017/224/AMEND.WAIVE.RELEASE.2011/RELEASE.XXIX/US/US.RELEASE.doc

PATENT
REEL: 026665 FRAME: 0427

MORGAN STANLEY SENIOR
FUNDING, INC., as Global Collateral
Agent

By: 
Name: _____
Title: **Authorised Signatory**
Andrew Ross Atkins

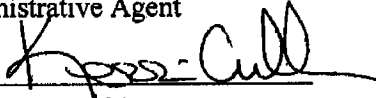
MORGAN STANLEY SENIOR
FUNDING, INC., as RCF
Administrative Agent

By: 
Name: _____
Title: **Authorised Signatory**
Andrew Ross Atkins

Signature Page to US IP Release

(NY) 13017 224 AMEND.WAIVE RELEASE 2011 RELEASE.XXIX/US US RELEASE.doc

BARCLAYS BANK PLC, as Term
Administrative Agent

By: 
Name: Kevin Cullen
Title: Director

Signature Page to US IP Release

(NY) 14017/224/AMEND.WAIVE.RELEASE.2011/RELEASE.XXIX/US/US.RELEASE.doc

BARCLAYS BANK PLC, as Term
Administrative Agent

By:

Name:

Title:



Ann E. Sutton
Director

Signature Page to US IP Release

(NY) 14017/224/AMEND.WAIVE.RELEASE.2011/RELEASE.XXIX/US/US.RELEASE.doc

PATENT
REEL: 026665 FRAME: 0430

Annex A

Region	Application Number	Filing Date	Publication Number	Patent Number
US	10/535297	31/10/2003	2006-0070796-A1	7306073
US	10/523435	18/07/2003	2005-0244028-A1	7277555
US	10/071371	08/02/2002	2002-0110257-A1	6799361
US	10/931111	30/08/2004	2005-0028348-A1	7043046
US	09/769183	25/01/2001	2001-0010725-A1	6510232
US	09/769181	25/01/2001	2001-0010728-A1	6526152
US	09/982261	17/10/2001	2002-0071589-A1	6463161
US	10/262797	02/10/2002	2003-0068065-A1	6831989
US	10/194161	11/07/2002	2003-0112995-A1	6697496
US	09/030483	25/02/1998		6052463
US	09/033200	02/03/1998		6072886
US	09/033201	02/03/1998		6038327
US	09/128835	04/08/1998	2001-0040975-A1	6681024
US	09/251234	16/02/1999		6075866
US	09/249969	12/02/1999		6178252
US	09/307909	11/05/1999		6160897
US	08/422666	10/04/1995		5524151
US	08/772189	20/12/1996		5727077
US	09/649671	28/08/2000		6628790
US	09/491627	26/01/2000		6490361
US	09/517725	02/03/2000		6370257
US	09/533490	23/03/2000		6671384
US	10/546306	26/02/2004	2008-0191582-A1	7667370
US	10/564542	14/07/2004	2006-0171551-A1	7796773
US	10/562873	28/06/2004	2006-0159568-A1	7889877
US	10/580055	24/11/2004	2007-0147646-A1	7522741
US	10/589923	08/02/2005	2007-0178242-A1	
US	11/587236	19/04/2005		7416047
US	11/373341	30/08/2004	2006-0150395-A1	7895727
US	11/574246	16/08/2005	2008-0001016-A1	7926168
US	11/575933	20/09/2005	2008-0205689-A1	7933429
US	11/908288	01/03/2006	2008-0202845-A1	7644801
US	12/093633	14/11/2006	2008-0292119-A1	

