# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3656452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		

### **CONVEYING PARTY DATA**

Name	Execution Date
JPMORGAN CHASE BANK, N.A.	05/11/2010

### **RECEIVING PARTY DATA**

Name:	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC		
Street Address:	5005 E. MCDOWELL ROAD		
Internal Address:	MD A700		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85008		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	
Application Number:	10214350	
Application Number:	10214057	
Application Number:	10815891	
Application Number:	09060825	

#### **CORRESPONDENCE DATA**

**Fax Number:** (602)244-3169

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.

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Correspondent Name: SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

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ATTORNEY DOCKET NUMBER:	JPMORGAN LIEN RL 20151214		
NAME OF SUBMITTER:	KELLY A. HALL		
SIGNATURE:	/Kelly A. Hall/		
DATE SIGNED:	12/14/2015		

**Total Attachments: 5** 

PATENT REEL: 037282 FRAME: 0199 source=JPMorgan Chase Lien Release 2015.12.14#page1.tif source=JPMorgan Chase Lien Release 2015.12.14#page2.tif source=JPMorgan Chase Lien Release 2015.12.14#page3.tif source=JPMorgan Chase Lien Release 2015.12.14#page4.tif source=JPMorgan Chase Lien Release 2015.12.14#page5.tif

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RELEASE OF PATENT SECURITY INTEREST, dated as of May 11, 2010 (this "Release"), by JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable, referred to below.

Reference is made to that certain Amended and Restated Credit Agreement dated as of August 4, 1999, as amended and restated as of March 6, 2007 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among ON Semiconductor Corporation (formerly known as SCG Holdings Corporation) ("Holdings"), Semiconductor Components Industries, LLC (the "Borrower"), the lenders party thereto and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank) ("JPMCB"), as administrative agent (in such capacity, the "Administrative Agent"), (ii) the Security Agreement dated as of August 4, 1999, as amended and restated as of March 3, 2003 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Borrower, Holdings, each subsidiary of Holdings listed on Schedule I thereto and JPMCB as collateral agent (in such capacity, the "Collateral Agent"), (iii) the Amendment to the Security Agreement dated as of April 22, 2004 (the "Amendment") among the Borrower, Holdings, the subsidiaries of Holdings party thereto and the Collateral Agent, (iv) the Supplement No. 1 to the Security Agreement dated as of April 3, 2000 (the "Supplement No. 1") among the Borrower, Holdings, each subsidiary of Holdings listed on Schedule I thereto and the Collateral Agent, (v) the Supplement No. 2 to the Security Agreement dated as of May 5, 2005 (together with the Supplement No. 1, the "Supplements") among the Borrower, Holdings, each subsidiary of Holdings listed on Schedule I thereto and the Collateral Agent, (vi) the Patent Security Agreement dated as of January 18, 2005 (the "First Patent Security Agreement") among Holdings, the Borrower, the subsidiaries of Holdings listed on Schedule I thereto and the Collateral Agent, (vii) the Patent Security Agreement dated as of September 6, 2007 (the "Second Patent Security Agreement") among the Borrower and the Collateral Agent, (viii) the Patent Security Agreement dated as of March 25, 2008 (the "Third Patent Security Agreement") among the Borrower, AMIS Holdings, Inc., AMI Semiconductor, Inc., AMI Acquisition LLC, AMIS Foreign Holdings Inc. and the Collateral Agent, (ix) the Patent Security Agreement dated as of June 10, 2009 (the "Fourth Patent Security Agreement") between the Borrower and the Collateral Agent, (x) the Patent Security Agreement dated as of August 20, 2009 (the "Fifth Patent Security Agreement") among Semiconductor Components Industries, L.L.C. and the Collateral Agent, (xi) the Patent and Trademark Security Agreement dated as of November 16, 2009 (the "Sixth Patent Security Agreement") among Pulsecore Semiconductor Corporation and the Collateral Agent, (xii) the Patent and Trademark Security Agreement dated as of December

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14, 2009 (the "Seventh Patent Security Agreement") among Semiconductor Components Industries, LLC and the Collateral Agent, (xiii) the Patent Security Agreement dated as of February 25, 2010 (the "Eighth Patent Security Agreement") between California Micro Devices Corporation and the Collateral Agent and (xiv) the Patent Security Agreement dated as of March 11, 2010 (together with the First Patent Security Agreement, the Second Patent Security Agreement, the Third Patent Security Agreement, the Fourth Patent Security Agreement, the Fifth Patent Security Agreement, the Sixth Patent Security Agreement, the Seventh Patent Security Agreement and the Eighth Patent Security Agreement, the "Patent Security Agreement Security") between Semiconductor Components Industries, LLC and the Collateral Agent.

WHEREAS, pursuant to the Credit Agreement, the Security Agreement, the Amendment, the Supplements and the Patent Security Agreements, Holdings, the Borrower and any related parties (the "Grantors") have granted a security interest to the Administrative Agent or the Collateral Agent, for the benefit of the Secured Parties in, among other things, the patents of the Grantors set forth on Exhibit A hereto (the "Patents"), which security interest was recorded with the United States Patent & Trademark Office on (1) September 24, 1999 at Reel/Frame 010281/0057-0120, (2) May 24, 2000 at Reel/Frame 010785/0095-0130, (3) June 11, 2002 at Reel/Frame 012991/0180, (4) April 29, 2003 at Reel/Frame 014007/0239-0314, (5) December 23, 2003 at Reel/Frame 014830/0212, (6) May 21, 2004 at Reel/Frame 015328/0116, (7) January 31, 2005 at Reel/Frame 016183/0001, (8) September 9, 2007 at Reel/Frame 019795/0808, (9) June 23, 2008 at Reel/Frame 021138/0070, (10) October 27, 2008 at Reel/Frame 021744/0171, (11) June 15, 2009 at Reel/Frame 022827/0819, (12) August 25, 2009 at Reel/Frame 023147/0532, (13) December 31, 2009 at Reel/Frame 023724/0789, (14) January 19, 2010 at Reel/Frame 023826/0725, (15) March 15, 2010 at Reel/Frame 024079/0097 and (16) March 17, 2010 at Reel/Frame 024094/0429.

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests under the Loan Documents, the Grantors have informed the Administrative Agent and the Collateral Agent of their desire to obtain the release of all right, title and interest of the Administrative Agent and the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Patents granted under the Patent Security Agreements.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent and the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Patents and reassigns all right, title and interest it has in the Patents to the Grantors. The Administrative Agent and the Collateral Agent agree to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by

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the Grantors and at the expense of the Grantors, to evidence the release and termination of the Administrative Agent's and the Collateral Agent's security interests in the Patents. The Administrative Agent and the Collateral Agent shall take all further actions and provide to the Grantors, assigns or other legal representatives all such cooperation and assistance, as reasonably requested by the Grantors and at the expense of the Grantors, to more fully and effectively effectuate the purposes of this Release.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

(signature page follows)

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IN WITNESS WHEREOF, the Administrative Agent and the Collateral Agent have duly executed this Release as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent,

By

Name: Ann B. Kerns Title: Vice President

[Signature Page to Release of Patent Security Interest]

[[NYCORP:3214643]] SW 36673.0066 – Doc No. 11458028.2

## **SCHEDULE I**

Docket #	Application Date	Application #	Grant Date	Patent #	Title
AMI01-501	08/07/2002	10/214350	04/15/2008	7359520	DIRECTIONAL AUDIO SIGNAL PROCESSING USING AN OVERSAMPLED FILTERBANK
AMI-506	08/07/2002	10/214057	09/19/2006	7110554	SUB-BAND ADAPTIVE SIGNAL PROCESSING IN AN OVERSAMPLED FILTERBANK
AMI03-502	03/31/2004	10/815891	03/02/2010	7672462	METHOD AND SYSTEM FOR ACOUSTIC SHOCK PROTECTION
AMI97-503	04/16/1998	09/060825	03/21/2006	7016507	METHOD AND APPARATUS FOR NOISE REDUCTION PARTICULARLY IN HEARING AIDS

**RECORDED: 12/14/2015** 

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