

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4465170

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PATENT SALE RELEASE RELATED TO RECORDATIONS AT R/F 039138/001 AND 038017/0058	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
MORGAN STANLEY SENIOR FUNDING, INC.		10/28/2016
<b>RECEIVING PARTY DATA</b>		
<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>PROPERTY NUMBERS Total: 8</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	7375002	
Patent Number:	6861689	
Patent Number:	7881813	
Patent Number:	6297095	
Patent Number:	7956400	
Patent Number:	8285037	
Patent Number:	8680951	
Patent Number:	9128114	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(425)679-0580	
<i>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.</i>		
<b>Email:</b>	ivrecording@intven.com	
<b>Correspondent Name:</b>	BRUNDIDGE & STANGER, P.C.	
<b>Address Line 1:</b>	2318 MILL ROAD	
<b>Address Line 2:</b>	SUITE 1020	
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314	
<b>NAME OF SUBMITTER:</b>	JANICE GOEBEL	
<b>SIGNATURE:</b>	/Janice L. Goebel/	
<b>DATE SIGNED:</b>	06/16/2017	

**Total Attachments: 4**

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## PATENT RELEASE

THIS PATENT RELEASE is effective as of October 28, 2016 by Morgan Stanley Senior Funding, Inc., as the Collateral Agents (as defined below).

1. Reference is made to:

- (a) that certain Secured Term Credit Agreement, 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 “NXP Credit Agreements”) entered into by NXP Semiconductors N.V. (previously KASLION Acquisition B.V.) with its corporate seat in Eindhoven, the Netherlands (“Holdings”), NXP B.V. (the “Company”), certain affiliates of the Company, the Secured Parties, Morgan Stanley Senior Funding, Inc., as Global Collateral Agent (in such capacity, the “Global Collateral Agent”) and as RCF Administrative Agent (in such capacity, the “RCF Administrative Agent” and together with the Global Collateral Agent, the “Collateral Agents”) for the Secured Parties under the Collateral Agency Agreement referred to below, and others; and
- (b) (i) that certain secured term credit agreement, dated as of December 7, 2015 (as amended, supplemented or otherwise modified from time to time, the “New Term Credit Agreement”) and (ii) a secured revolving credit agreement, dated as of December 7, 2015 (as amended, supplemented or otherwise modified from time to time, the “New Revolving Credit Agreement” and together with the New Term Credit Agreement, the “New Credit Agreements”) entered into by the Company, NXP Funding LLC, the Secured Parties, the Global Collateral Agent, and others; and
- (c) that certain Security Agreement dated as of September 29, 2006 between NXP B.V. (the “Grantor”) and MORGAN STANLEY SENIOR FUNDING, INC., as Global Collateral Agent for the Secured Parties (the “Global Collateral Agent”); and
- (d) that certain Supplement dated as of February 18, 2016, recorded at Reel/Frame 038017/0058 on 3/07/2016, to the Security Agreement dated as of September 29, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Philips Semiconductors USA Inc. (“Philips Semiconductors USA”), NXP Funding LLC (the “Co-Borrower”) and each Person which becomes a Grantor pursuant to a Supplement to the Security Agreement (each Person individually, a “New Grantor” and, collectively, the “New Grantors”, the New Grantors Philips Semiconductors USA and the Co-Borrower are referred to collectively herein as the “Grantors” and each is a “Grantor”) and MORGAN STANLEY SENIOR FUNDING, INC., as a Global Collateral Agent for the Secured Parties (the “Global Collateral Agent”); and
- (e) that certain Supplement dated as of May 25, 2016, recorded at Reel/Frame 039138/0001 on 6/16/2016, to the Security Agreement dated as of September 29, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Philips Semiconductors USA Inc. (“Philips

Semiconductors USA”), NXP Funding LLC (the “Co-Borrower”) and each Person which becomes a Grantor pursuant to a Supplement to the Security Agreement (each Person individually, a “New Grantor” and, collectively, the “New Grantors”, the New Grantors Freescale Semiconductor, Inc. and the Co-Borrower are referred to collectively herein as the “Grantors” and each is a “Grantor”) and MORGAN STANLEY SENIOR FUNDING, INC., as a Global Collateral Agent for the Secured Parties (the “Global Collateral Agent”).

2. Freescale Semiconductor, Inc. has informed the Collateral Agents that it intends to dispose of the patents listed on Schedule I attached hereto (the “Patents”) in a transaction permitted under the Term Credit Agreement and the New Credit Agreements.

3. Accordingly, effective as of the date upon which the following conditions have been satisfied, and based upon the representations provided by Freescale Semiconductor, Inc., the Collateral Agents’ interests (including security interests) in and to the Patents are irrevocably and unconditionally terminated, released, reassigned and extinguished:

(a) The receipt by each Collateral Agent of a fully executed copy of the agreement pursuant to which the Company and/or its subsidiaries intends to sell the patents listed on Schedule I hereto (the “Agreement”);

(b) All conditions to the disposal of the Patents contemplated by the Agreement (other than the release of the security interests contemplated hereby and any conditions required to be fulfilled after the effectiveness of the Agreement) shall have been satisfied.

4. Notwithstanding anything herein (or in any other document, communication or filing relating hereto by any person) to the contrary, each Collateral Agent is authorizing solely the release of the liens granted to it in connection with the Term Credit Agreement and the New Credit Agreements and not any other liens or security interests at any time granted by any party in favor of any Collateral Agent pursuant to any other document or in favor of any other person.

5. GOVERNING LAW. THIS RELEASE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have caused this Patent Release to be duly executed and delivered as of the date first above written.

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

By: [Signature]  
Name: Lisa Hansen  
Title: VP

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

By: [Signature]  
Name: Lisa Hansen  
Title: VP

### Schedule I

Holder	Patent No.	Description/Title
NXP B.V.	US9128114	Capacitive sensor device and a method of sensing accelerations
NXP B.V.	US8680951	MEMS Resonator
NXP B.V.	US8285037	Compression format and apparatus using the new compression format for temporarily storing image data in a frame memory
Freescale Semiconductor, Inc	US6297095	MEMORY DEVICE THAT INCLUDES PASSIVATED NANOCLUSTERS AND METHOD FOR MANUFACTURE
Freescale Semiconductor, Inc	US6861689	ONE TRANSISTOR DRAM CELL STRUCTURE AND METHOD FOR FORMING
Freescale Semiconductor, Inc	US7375002	MIM CAPACITOR IN A SEMICONDUCTOR DEVICE AND METHOD THEREFOR
Freescale Semiconductor, Inc	US7956400	MIM CAPACITOR INTEGRATION
Freescale Semiconductor, Inc	US7881813	System and method for sharing reset and background communication on a single MCU pin
NXP B.V.	US6889242	ROUNDING OPERATIONS IN COMPUTER PROCESSOR.