

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4785597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MORGAN STANLEY SENIOR FUNDING, INC., AS GLOBAL COLLATERAL AGENT	06/06/2017
MORGAN STANLEY SENIOR FUNDING, INC., AS RCF ADMINISTRATIVE AGENT	06/06/2017
RECEIVING PARTY DATA	
Name:	NXP B.V.
Street Address:	High Tech Campus 60
City:	Eindhoven
State/Country:	NETHERLANDS
Postal Code:	5656 AG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7720450
CORRESPONDENCE DATA	
Fax Number:	(408)518-5671
<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>	
Phone:	3474431592
Email:	david.schaeffer@nxp.com
Correspondent Name:	DAVID L. SCHAEFFER
Address Line 1:	411 EAST PLUMERIA DRIVE, MS41
Address Line 2:	NXP SEMICONDUCTORS, IP&L
Address Line 4:	SAN JOSE, CALIFORNIA 95134
NAME OF SUBMITTER:	DAVID L. SCHAEFFER
SIGNATURE:	/David L. Schaeffer/
DATE SIGNED:	01/22/2018
Total Attachments: 4	
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PATENT RELEASE

THIS PATENT RELEASE is effective as of June 6, 2017 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 June 9, 2009, recorded at Reel/Frame 022835/0306 on 6/17/2009, 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

- (f) 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. The Company has informed the Collateral Agents that at the time of entry into the New Credit Agreements, the Company did not own any interest in the patents listed on Schedule I attached hereto (the “Patents”).

3. Accordingly, based upon the representations provided by the Company, effective as of the date hereof the Collateral Agents’ interests (including security interests) in and to the Patents are irrevocably and unconditionally terminated, released, reassigned and extinguished.

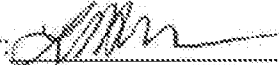
4. Notwithstanding anything herein (or in any other document, communication or filing relating hereto by any person) to the contrary, each Collateral Agent is authorizing solely the release of the liens granted to it in connection with the Term Credit Agreement and the New Credit Agreements and not any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

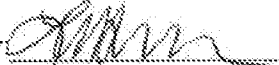
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IN WITNESS WHEREOF, the undersigned have caused this Patent Release to be duly executed and delivered as of the date first above written.

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

By: 
Name: Lisa Hanson
Title: Vice President

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

By: 
Name: Lisa Hanson
Title: Vice President

[Signature Page to Patent Release]

PATENT
REEL: 044683 FRAME: 0879

Schedule I

Patent Number	Title
US 7720450	STATION COMPRISING A RAKE RECEIVER