

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5384599

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
MORGAN STANLEY SENIOR FUNDING, INC.		02/11/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NXP B.V.	
<b>Street Address:</b>	HIGH TECH CAMPUS 60	
<b>City:</b>	EINDHOVEN	
<b>State/Country:</b>	NETHERLANDS	
<b>Postal Code:</b>	5656 AG	
<b>PROPERTY NUMBERS Total: 19</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	7793025	
Patent Number:	6366522	
Patent Number:	7725759	
Patent Number:	6633187	
Patent Number:	7395295	
Patent Number:	8156357	
Patent Number:	7215188	
Patent Number:	7292485	
Patent Number:	7606983	
Application Number:	60482586	
Patent Number:	8219761	
Patent Number:	7523373	
Patent Number:	8312253	
Patent Number:	7434009	
Patent Number:	7668029	
Patent Number:	7379356	
Patent Number:	9195462	
Patent Number:	8458447	
Patent Number:	9304880	

**CORRESPONDENCE DATA****Fax Number:** (650)362-4763

*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.*

**Phone:** 6503624758**Email:** eric@daylightlaw.com**Correspondent Name:** DAYLIGHT LAW P.C.**Address Line 1:** 626 JEFFERSON AVENUE, STE. 7**Address Line 4:** REDWOOD CITY, CALIFORNIA 94063

<b>ATTORNEY DOCKET NUMBER:</b>	VLSIS004
<b>NAME OF SUBMITTER:</b>	ERIC SCHEUERLEIN
<b>SIGNATURE:</b>	/Eric Scheuerlein/
<b>DATE SIGNED:</b>	02/19/2019

**Total Attachments: 4**

source=Patent\_Release\_Executed-Feb 2019#page1.tif

source=Patent\_Release\_Executed-Feb 2019#page2.tif

source=Patent\_Release\_Executed-Feb 2019#page3.tif

source=Patent\_Release\_Executed-Feb 2019#page4.tif

## PATENT RELEASE

THIS PATENT RELEASE is effective as of February 11, 2019 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 it or its subsidiaries intend 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 the Company, 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 1 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.

*[Remainder of page intentionally left blank]*

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

## Schedule I

Application Number	Filed Date	Patent Number	Application Title
12/057989	3/28/2008	7793025	HARDWARE MANAGED CONTEXT SENSITIVE INTERRUPT PRIORITY LEVEL CONTROL
09/716616	11/20/2000	6366522	METHOD AND APPARATUS FOR CONTROLLING POWER CONSUMPTION OF AN INTEGRATED CIRCUIT
11/170475	6/29/2005	7725759	SYSTEM AND METHOD OF MANAGING CLOCK SPEED IN AN ELECTRONIC DEVICE
09/716731	11/20/2000	6633187	METHOD AND APPARATUS FOR ENABLING A STAND ALONE INTEGRATED CIRCUIT
10/498446	12/5/2002	7395295	PIPELINED CORE IN MONTGOMERY MULTIPLIER
12/360656	1/27/2009	8156357	VOLTAGE-BASED MEMORY SIZE SCALING IN A DATA PROCESSING SYSTEM
11/065796	2/25/2005	7215188	INTEGRATED CIRCUIT HAVING A LOW POWER MODE AND METHOD THEREFOR
11/461200	7/31/2006	7292485	SRAM HAVING VARIABLE POWER SUPPLY AND METHOD THEREFOR
10/873894	6/21/2004	7606983	SEQUENTIAL ORDERING OF TRANSACTIONS IN DIGITAL SYSTEMS
60/482586	6/25/2003	N/A	SEQUENTIAL ORDERING OF TRANSACTIONS IN DIGITAL SYSTEMS
12/094123	11/17/2005	8219761	MULTI-PORT HIGH-LEVEL CACHE UNIT AND A METHOD FOR RETRIEVING INFORMATION FROM A MULTI-PORT HIGH-LEVEL CACHE UNIT
11/468458	8/30/2006	7523373	MINIMUM MEMORY OPERATING VOLTAGE TECHNIQUE
12/035961	2/22/2008	8312253	DATA PROCESSOR DEVICE HAVING TRACE CAPABILITIES AND METHOD
10/955220	9/30/2004	7434009	APPARATUS AND METHOD FOR PROVIDING INFORMATION TO A CACHE MODULE USING FETCH BURSTS
11/464124	8/11/2006	7668029	MEMORY HAVING SENSE TIME OF VARIABLE DURATION
11/542410	10/3/2006	7379356	MEMORY, INTEGRATED CIRCUIT AND METHODS FOR ADJUSTING A SENSE AMP ENABLE SIGNAL USED THEREWITH
11/733978	4/11/2007	9195462	TECHNIQUES FOR TRACING PROCESSES IN A MULTI-THREADED PROCESSOR
13/162835	6/17/2011	8458447	BRANCH TARGET BUFFER ADDRESSING IN A DATA PROCESSOR
13/843090	3/15/2013	9304880	SYSTEM AND METHOD FOR MULTICORE PROCESSING