



Tab settings

101150835

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Semiconductor Components Industries, LLC
5005 East McDowell Road
Phoenix, AZ 85008

MAD
9-20-99

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
The Chase Manhattan Bank, as
Name: Collateral Agent

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State *NY*
- Other

If assignee is not domiciled in the United States, a domestic representation designation is attached: Yes No

Designations must be a separate document from Assignment

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 4, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No(s)

B. Trademark registration No(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cherylyn Brandt

Internal Address: Rm. 4443C

Cravath, Swaine & Moore

Street Address: Worldwide Plaza
825 8th Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

09/21/99 481 0000136 7433475

DO NOT USE THIS SPACE

01 FC 481 40.00 OP
02 FC 482 50.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cherylyn Brandt

Cherylyn Brandt

Signature

TRADEMARK September 13, 1999

REEL: 001969 FRAME: 0508

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TRADEMARK	DOC#	COUNTRY	REG. NO.	APP. DATE	EXP. DATE	CLASS
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LETRADOS		USA	C			
MCCS		USA	C			
NOTE		USA	C			
NORCI		USA	C			
NORGABERINZ		USA	C			
NETU		USA	C			
NINIMOS		USA	C			
NINIMOSORUB		USA	C			
KOPOCH		USA	C			
NETU		USA	C			
NETU		USA	C			
NETU - Pak		USA	C			
PowerBake		USA	C			
PowerFaux		USA	C			
POWERVAP		USA	C			
Quake		USA	C			
Ball - (to Ball)		USA	C			
Epilomp	TM95-1328	JAPA	G	380097	01JUN1991	2718302
SCANSWITCH	TM95-1328	USA	C			25DEC1996
SBRSBRT	TM95-1328	JAPA	G	46519	28JAN1992	2665573
SBRSBRT	TM95-1329	USA	C			31MAY1994
SBRSBRT	TM95-1329	USA	C			
SLEEPWIDE	TM95-1331	USA	C	437609	30MAY1992	2673549
SMALLBLOCK	TM95-1331	JAPA	G			29JUL1994
SMALLBLOCK	TM95-1331	USA	C			
SMANTDISCRIBISS		USA	C			
SMARTWITCH		USA	C			
SUPERBIDDES		USA	C			
SuperLock		USA	C			
SURMETIC	86-2044	FRAN	G	939277	05JUL1988	1474886
SURMETIC	86-2044	JAPA	G	377036	24JUL1991	2632152
SURMETIC	86-2044	USA	C			31MAY1994
SWITCHMODE	TM95-1178	JAPA	G	377035	24JUL1991	4091503
SWITCHMODE	TM95-1178	USA	C			12DEC1997

Confidential

09/10/99

TRADEMARK
REEL: 001959 FRAME: 0510

TRADEMARK	DOCNO	COUNTRY	REG. FOR	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS
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Thermostat	1178	USA	C					
Thermostat		USA	C					
TMOS	TM90-1033	USA	C	74/08258	27JUL1990	1655362	03SEP1991	
TMOS	TM90-1033	BERMUDA	G	750238	08AUG1990	485917	08AUG1990	IN 9
TMOS	TM90-1033	FRAN	G	407590	09AUG1990	118108	06AUG1992	IN 9
TMOS	TM90-1033	FRAN	G		16NOV1992	9244837	16NOV1992	IN 9
TMOS	TM90-1033	GERM	I	1436150	15AUG1990	1436148	15AUG1990	IN 9
TMOS	TM90-1033	GERM	G	M679449W	08AUG1990	1184884	25MAY1992	IN 9
TMOS	TM90-1033	ITAL	G	41462C90	29AUG1990	60118	13JUL1993	IN 9
TMOS	TM90-1033	JAPAN	G	4319400	03DEC1992	3082598	31OCT1995	IN 16
TMOS	TM90-1033	KORW	G	904072	10AUG1990	157233	24JUL1993	IN 9
TMOS & DESIGN	TM90-1034	USA	C	74/82583	20JUL1990	1655363	03SEP1991	
TMOS & DEVICE	TM90-1034	ITAL	G	41461C90	29AUG1990	601187	13JUL1993	IN 9
TMOS (STYLIZED)	TM90-1034	BERM	G	750237	08AUG1990	486145	08AUG1990	IN 9
TMOS (STYLIZED)	TM90-1034	FRAN	G	4076790	09AUG1990	118109	06AUG1992	IN 9
TMOS (STYLIZED)	TM90-1034	FRAN	G	232372	14AUG1990	1615067	14AUG1990	IN 9
TMOS (STYLIZED)	TM90-1034	GERM	I	1436148	15AUG1990	1436150	15AUG1990	IN 9
TMOS (STYLIZED)	TM90-1034	GERM	G	M679439W	08AUG1990	1181510	11OCT1991	IN 9
TMOS (STYLIZED)	TM90-1034	KORW	G	904073	10AUG1990	148569	05JAN1992	IN 9
UNIT/PAK		USA	C					
UNIT/PAK		USA	C					
UNIT/PAK	TM95-1339	JAPA	G	831655	25MAY1992	2673353	31MAY1994	IN 11
UNIT/PAK	TM95-1339	USA	C					IN 11

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TRADEMARK	DOCUMENT	COMMENT	STA CUS	APPL NO	APP.DF	REGD	REG.DF	CLASS
NAVERET	1339							
NAVERET	TM96- 1110	JAPA	G	8116097	160C1996	4162693	03JUL1996	IN 9
NAVERET	TM96- 1110	USA	C					IN 9
Z-SWICH		USA	C					
ZIP R TRIE		USA	C					

• Status Order: Q = Granted, I = Inactive, F = Expired, G = Common Law

• Registration was into Common Law.

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09/19/99

TRADEMARK
REEL: 001959 FRAME: 0512

SECURITY AGREEMENT dated as of August 4, 1999, among SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC, a Delaware limited liability company (the "*Borrower*"), SCG HOLDING CORPORATION, a Delaware corporation ("*Holdings*"), each subsidiary of Holdings listed on Schedule I hereto (each such subsidiary individually a "*Subsidiary*" or a "*Guarantor*" and, collectively, the "*Subsidiaries*" or, with Holdings, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and THE CHASE MANHATTAN BANK, a New York banking corporation ("*Chase*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*"), Chase, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), and Credit Lyonnais New York Branch, DLJ Capital Funding, Inc. and Lehman Commercial Paper Inc., as co-documentation agents and (b) the Guarantee Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements made by the Issuing Bank with respect thereto, interest thereon and obligations to provide, under certain circumstances, cash collateral in connection therewith and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents, (c) unless otherwise agreed to in writing by the applicable Lender party thereto, the due and punctual payment and performance of all obligations of the Borrower or any other Loan Party, monetary or otherwise, under each Hedging Agreement entered into with a counterparty that was a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement was entered into and (d) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to the Administrative Agent or any of its Affiliates and arising from treasury, depositary and cash management services in connection with any automated clearing house transfers of funds (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Accounts*" shall mean all "accounts" (as defined in the Uniform Commercial Code as in effect in the State of New York ("UCC")) of any Grantor and shall include any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"*Accounts Receivable*" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"*Collateral*" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property and (h) Proceeds.

"*Commodity Account*" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"*Commodity Contract*" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"*Commodity Customer*" shall mean a Person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"*Commodity Intermediary*" shall mean (a) a Person who is registered as a futures commission merchant under the federal commodities laws or (b) a Person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"*Copyright License*" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Entitlement Holder" shall mean a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such Person is the Entitlement Holder.

"Equipment" shall mean "equipment" (as defined in the UCC) of any Grantor and shall include all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"Financial Asset" shall mean (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a Person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall mean all "general intangibles" (as defined in the UCC) of any Grantor and shall include choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall mean "inventory" (as defined in the UCC) of any Grantor and shall include all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"Investment Property" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 2 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by an executive officer or Financial Officer of Holdings.

"Proceeds" shall mean "proceeds" (as defined in the UCC) of any Grantor and shall include any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean (a) the Lenders, (b) the Issuing Bank, (c) the Administrative Agent, (d) the Collateral Agent, (e) each counterparty to a Hedging Agreement entered into with the Borrower or any Loan Party if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

"Securities" shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

"Securities Account" shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Security Entitlements" shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Security Intermediary" shall mean (a) a clearing corporation or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" shall mean all of the following: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantors, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor shall ensure that fully executed security agreements in the form hereof (or short-form supplements to this Agreement in form and substance satisfactory to the Collateral

Agent) and containing a description of all Collateral consisting of Intellectual Property shall have been received and recorded within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction in the United States (or any political subdivision thereof) and its territories and possessions, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC or other analogous applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. §261 or 15 U.S.C. §1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. §205 and otherwise as may be required to pursuant to the laws of any other necessary jurisdiction in the United States (or any political subdivision thereof) and its territories and possessions. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the UCC or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. *Records.* Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the

Collateral Agent an updated Perfection Certificate, noting all material changes, if any, since the date of the most recent Perfection Certificate.

SECTION 4.02. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.03. *Further Assurances.* Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

SECTION 4.04. *Inspection and Verification.* The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, at reasonable times and intervals during normal business hours upon reasonable advance notice to the respective Grantor and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of the Collateral. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party in accordance with and subject to the provisions set forth in Section 9.12 of the Credit Agreement.

SECTION 4.05. *Taxes; Encumbrances.* At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral, in each case to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however,* that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.06. *Assignment of Security Interest.* If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent to the extent permitted by any contracts or arrangements to which such property is subject. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

SECTION 4.07. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

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SECTION 4.08. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any material Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.09. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices.

SECTION 4.10. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.11. *Legend.* If any Accounts Receivable of any Grantor are evidenced by chattel paper, such Grantor shall legend, in form and manner satisfactory to the Collateral Agent, such Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.12. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to

establish and preserve its maximum rights under applicable patent laws pursuant to which each such Patent is issued.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark sufficient to preclude any findings of abandonment, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law pursuant to which each such Trademark is issued and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws pursuant to which each such Copyright is issued.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence and perfect the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals from the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an

assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent (except to the extent assignment, transfer or conveyance thereof would result in a loss of said Intellectual Property), or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any Obligation then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the

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Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Borrower.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans and the issuance of Letters of Credit by the Issuing Bank, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the other Loan Documents. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or

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protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof applicable to it.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Administrative Agent, the Issuing Bank and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG

OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. Termination. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the LC Exposure has been reduced to zero and the Issuing Bank has no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Grantor shall automatically be released from its obligations

[800845.3:43128:08/02/99--5:01p]

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hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released in the event that such Grantor ceases to be a Subsidiary pursuant to a transaction permitted under the Loan Documents, at which time the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such release.

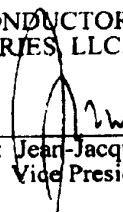
SECTION 7.15. *Additional Grantors.* Pursuant to Section 5.12 of the Credit Agreement, each Subsidiary Loan Party that was not in existence or not a Subsidiary Loan Party on the date of the Credit Agreement is required to enter into this Agreement as a Grantor upon becoming a Subsidiary Loan Party. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 3 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

[000045.3:4311B:00/02/99--9:01p]

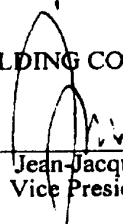
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REEL: 001959 FRAME: 0529

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

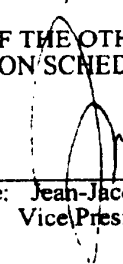
SEMICONDUCTOR COMPONENTS
INDUSTRIES, LLC,

By 
Name: Jean-Jacques Morin
Title: Vice President

SCG HOLDING CORPORATION,

By 
Name: Jean-Jacques Morin
Title: Vice President

EACH OF THE OTHER GUARANTORS
LISTED ON SCHEDULE I HERETO,

By 
Name: Jean-Jacques Morin
Title: Vice President

THE CHASE MANHATTAN BANK, as
Collateral Agent,

By 
Name: **Marian N. Schulman**
Title: **Vice President**

[880845.3:43118:08/02/99--5:01p]

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REEL: 001959 FRAME: 0530

GUARANTORS

<u>Guarantors</u>	<u>Address</u>
SCG Holding Corporation	5005 East McDowell Road Phoenix, AZ, 85018
SCG International Development LLC	5005 East McDowell Road Phoenix, AZ, 85018
SCG (Malaysia SMP) Holding Corporation	5005 East McDowell Road Phoenix, AZ, 85018
SCG (Czech) Holding Corporation	5005 East McDowell Road Phoenix, AZ, 85018
SCG (China) Holding Corporation	5005 East McDowell Road Phoenix, AZ, 85018
Semiconductor Components Industries Puerto Rico, Inc	5005 East McDowell Road Phoenix, AZ, 85018

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A. MASK WORKS

DOCKET	DESCRIPTION	MW #
MP00265P	10E164 16:2 MUX	7795
MP00255P	100E157 4-Bit MUX	7731
MP00233P	XC63645 Clock Distribution Chip	7175
MP00232P	SC63635 Clock Distribution Chip	7178
MP00231P	SC63633 Clock Distribution Chip	7176
MP00230P	XC63615 Clock Distribution Chip	7177
MP00228P	100E336 Bus Transceiver	7745
MP00227P	10E336 Bus Transceiver	7744
MP00220P	100E193 Error Detection EDL Logic	7822
MP00219P	10E193 Error Detection ECL Logic	7824
MP00216P	100E166 9-Bit Comparator	7730
MP00193P	100E107 5-Bit 2 Input XOR/XNOR	7747
MP00192P	100E104 5-Bit 2 Input AND/NAND	7746
MP00191P	100E101 4-Bit 4 Input OR/NOR	7823
MP00267P	XC3660FN Clock Chip	9-856
MP00259P	100E175 9-Bit Latch	7728
MP00258P	10E175 9-Bit Latch	7726
MP00257P	100E164 16:2 MUX	7727

LICENSES

<u>THIRD PARTY</u>	<u>TITLE OF AGREEMENT OR ITEM</u>	<u>EFFECTIVE DATE</u>
Microsemi	Motorola - Microsemi Technology Agreement	26 February 1996
Stanford University	Nonexclusive Patent Agreement	9 May 1997
Vitelco (H.K.) Limited	Technology Transfer and Contract Products Supply Agreement	29 May 1996
Arizona State University	Sponsored Research Agreement on Leading Indicators for Motorola Product Lines	6 May 1998
Raychem	Joint Development Agreement	30 April 1997
Philips	Letter dated 7 September 1993	

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: UNITED STATES

Pat No.	Grant Dt	Exp Dt	Title
4233557	11NO1980	12SE1999	SWITCHING POWER SUPPLY 5.3B VOLTAGE REGULATORS
4277824	07JL1981	12SE1999	START-UP CIRCUIT 5.3B VOLTAGE REGULATORS
4314198	02FE1982	14JL2000	CURRENT LIMITING CIRCUIT 5.3B VOLTAGE AND CURRENT REGULATORS
4336807	22JE1982	29JA2001	CURRENT OUTPUT RELAXATION OSCILLATOR 5.3F CONSUMER -AUTOMOTIVE
4336886	22JE1982	29DE2000	LINEAR FULL WAVE RECTIFIER CIRCUIT 5.3E CONSUMER ENTERTAINMENT
4346310	24AU1982	09MY2000	VOLTAGE BOOSTER CIRCUIT 5.2E MOS CMOS
4388812	09NO1982	04FE2001	DRIVER CIRCUIT FOR USE WITH INDUCTIVE LOADS OF THE LIKE 5. 3F CONSUMER AUTOMOTIVE
4393355	12JL1983	26OC2001	OPERATIONAL AMPLIFIER
4396932	02AU1983	02AU2000	METHOD FOR MAKING A LIGHT- ACTIVATED LINE-OPERABLE RO- CROSSING SWITCH INCLUDING
4403200	06SE1983	24AU2001	OUTPUT STAGE FOR OPERATIONAL AMPLIFIER
4417216	22NO1983	17AU2001	OPERATIONAL AMPLIFIER
4423369	27DE1983	27DE2000	INTEGRATED VOLTAGE SUPPLY
4438448	20MR1984	20MR2001	EIG-RAG V-MOS TRANSISTOR STRUCTURE
4453095	05JE1984	16JL2002	ECL MOS BUFFER CIRCUITS
4454454	12JE1984	13MY2003	MOSFET "N" SWITCH CIRCUIT FOR A DC MOTOR
4458408	10JL1984	10JL2001	METHOD FOR MAKING A LIGHTACTIVATED LINE-OPERABLE ZERO-CROSSING SWITCH
4486880	04DE1984	09DE2002	OUTPUT MULTIPLEXER HAVING ONE GATE DELAY
4498096	05FE1985	05FE2002	BUTTON RECTIFIER PACKAGE FOR NON-PLANAR DIE
4518982	21MY1985	21MY2002	HIGH CURRENT PACKAGE WITH MULTI-LEVEL LEADS
4533845	06AU1985	22FE2004	CURRENT LIMIT TECHNIQUE FOR MULTIPLE-EMITTER VERTICAL POWER TRANSISTOR
4538116	27AU1985	19MR2004	IMPROVED OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER
4553041	12NO1985	22AU2003	NONOLYTIC ZERO CROSSING TRIAC DRIVER
4553084	12NO1985	02AP2004	CURRENT SENSING CIRCUIT
4553106	12NO1985	26MR2004	IMPROVED OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER
4644194	17FE1987	24JE2005	ECL TO TTL VOLTAGE LEVEL TRANSLATOR
4648021	03MR1987	03JA2006	FREQUENCY DOUBLER CIRCUIT AND METHOD
4288957	03MR1987	03MR2001	SEMICONDUCTOR HOUSING
4677368	30JE1987	06OC2006	PRECISION THERMAL CURRENT SOURCE

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SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 ON SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: UNITED STATES

Pat No.	Grant Dt	Exp Dt	Title
4683442	28JUL1987	18OCT2004	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION
4688655	06OCT1987	06OCT2004	OVERVOLTAGE AND OVERTEMP ERATURE PROTECTION CIRCUIT
4709171	24NOV1987	24NOV2004	CURRENT LIMITER & METHOD FOR LIMITING CURRENT
4709216	24NOV1987	30JUN2006	OPERATIONAL AMPLIFIER WITH PASSIVE CURRENT LIMITING
4710728	01DEC1987	30JUN2006	AMPLIFIER HAVING IMPROVED GAIN BANDWIDTH PRODUCT
4713626	15DEC1987	29DEC2006	OPERATIONAL AMPLIFIER UTILIZING JFET FOLLOWERS
4716379	29DEC1987	30JUN2006	DIFFERENTIAL AMPLIFIER INCLUDING BALANCED TWO TERMINAL SERIES RC NETWORK
4716510	29DEC1987	05MAY2006	AUTOMATIC RESTART CIRCUIT FOR A SWITCHING POWER SUPPLY
4717641	05JAN1988	16JAN2006	METHOD FOR PASSIVATING A SEMICONDUCTOR JUNCTION
4717888	05JAN1988	22SEP2006	OPERATIONAL AMPLIFIER UTILIZING FET FOLLOWERS AND FEED-FORWARD CAPACITORS
4717886	05JAN1988	30JUN2006	OPERATIONAL AMPLIFIER UTILIZING RESISTORS TRIMMED BY METAL MIGRATION
4717890	05JAN1988	07APR2006	SYMMETRIC LAYOUT FOR QUAD OPERATIONAL AMPLIFIERS
4721921	26JAN1988	22DEC2006	AMPLIFIER HAVING IMPROVED GAIN/BANDWIDTH PRODUCT
4724397	09FEB1988	30JUN2006	TRIMMABLE DIFFERENTIAL AMPLIFIER HAVING A ZERO TEMPERATURE COEFFICIENT OFFSET
4725791	16FEB1988	18SEP2006	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION
4725912	16FEB1988	16JUN2006	POWER LOSS OF GROUND PROTECTION
4727912	01MAR1988	17NOV2006	LEAD STRAIGHTENER AND FLATTENER FOR SEMICONDUCTOR DEVICES
4732866	22MAR1988	22MAR2005	METHOD FOR PRODUCING LOW NOISE, HIGH GRADE CONSTANT SEMICONDUCTOR JUNCTIONS
4736126	05APR1988	24DEC2006	TRIMMABLE CURRENT SOURCE
4749883	07JUN1988	03APR2007	CIRCUIT HAVING AN OUTPUT REFERENCED TO A SPECIFIC VOLTAGE IN RESPONSE TO EITHER AN
4757025	12JUL1988	12JUL2005	METHOD OF MAKING GATE TURN OFF SWITCH WITH ANODE SHORT AND BURIED BASE
4757029	12JUL1988	04MAY2007	METHOD OF MAKING VERTICAL FIELD EFFECT TRANSISTOR WITH PLURALITY OF GATE INPUT
4775643	04OCT1988	01JUN2007	MESA BARRIER DIODE AND METHOD OF MANUFACTURE THEREOF
4775879	04OCT1988	18NOV2007	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE
4783628	08NOV1988	23NOV2007	METHOD OF PRODUCING A THERMOGENETIC SEMICONDUCTOR DEVICE
4808839	28FEB1989	04APR2008	POWER FIELD EFFECT TRANSISTOR DRIVER CIRCUIT FOR PROTECTION FROM OVER VOLTAGES
4814852	21MAR1989	07DEC2007	CONTROLLED VOLTAGE DROP DIODE
4816739	28MAR1989	15AUG2008	DC/DC CONVERTER

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SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 ON SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: UNITED STATES

Pat No.	Grant Dt	Exp Dt	Title
4825144	25AP1989	10NO2007	DUAL CHANNEL CURRENT MOD B SWITCHING REGULATOR
4829265	09MY1989	23MY2008	OPERATIONAL AMPLIFIER
4837177	06JUL1989	28DE2007	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER
4868415	198E1989	16MY2008	VOLTAGE LEVEL CONVERSION CIRCUIT
4870467	26SE1989	26SE2006	MONOLITHIC TEMPERATURE COMPENSATED VOLTAGE-REFERENCE DIODE AND METHOD FOR ITS
4870472	26SE1989	26SE2006	METHOD FOR RESISTOR TRIM KING BY METAL MIGRATION
4871929	03OC1989	07JUL2008	ECL LOGIC GATE
4881115	14NO1989	28DE2007	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER
4886762	12DE1989	12DE2006	MONOLITHIC TEMPERATURE COMPENSATED VOLTAGE-REFERENCE DIODE AND METHOD FOR ITS
4922208	01MY1990	07AP2009	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER
4926073	15MY1990	01MY2009	NEGATIVE VOLTAGE CLAMP
4935803	19JUL1990	09SE2008	SELF-CENTERING ELECTRODE FOR POWER DEVICES
4939393	03JUL1990	02OC2009	AN ECL TO TTL/CMOS TRANSLATOR USING A SINGLE POWER SUPPLY
4946376	07AUL1990	06AP2009	BACKSIDE METALLIZATION SCHEME FOR SEMICONDUCTOR DEVICES
4946518	07AUL1990	14MR2009	METHOD FOR IMPROVING THE ADDRESS ION OF A PLASTIC ENCAPSULANT T O COPPER CONTAINING
4948991	14AUL1990	03NO2008	LOAD CONTROLLED ECL TRANSIENT DRIVER
4958122	18SE1990	18DE2009	CURRENT SOURCE REGULATOR
4960723	02OC1990	30MR2009	SELF ALIGNED VERTICAL FIELD EF FECT TRANSISTOR HAVING AN IMPROVED SOURCE CONTACT
4965466	23OC1990	19JUL2009	SUBSTRATE INJECTION CLAMP
4967336	30OC1990	26FE2010	HIGH VOLTAGE BRIDGE INTERFACE FOR AC AND BRUSHLESS DC MOTOR CONTROL
4970173	13NO1990	03JUL2009	HIGH VOLTAGE VERTICAL FIELD EF FECT TRANSISTOR WITH IMPROVED SAFE OPERATING AREA
4977107	11DE1990	23AUL2009	METHOD FOR MANUFACTURING SEMIC ONDUCTOR RECTIFIER
4978636	18DE1990	26DE2009	METHOD OF MAKING A SEMICONDUCT OR DIODE
4980579	25DE1990	29AUL2008	ECL GATE HAVING DUMMY LOAD FOR SUBSTANTIALLY REDUCING SKEW
4980581	25DE1990	21MY2010	DIFFERENTIAL ECL BUS TRI-STATE DETECTION RECEIVER
4980791	25DE1990	05FEB2010	UNIVERSAL POWER SUPPLY MONITOR CIRCUIT
4990863	05FEB1991	20FE2010	AMPLIFIER OUTPUT STAGE
4994412	19FEB1991	09SE2008	SELF-CENTERING ELECTRODE FOR POWER DEVICES

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SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 ON SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: UNITED STATES

Pat No. --- ---	Grant Dt ---- --	Exp Dt ---- --	Title -----
4994788	19FE1991	15DE2009	ALPHA ENHANCEMENT OF A TRANSISTOR USING BASE CURRENT FEEDBACK TO THE EMITTER
4998029	05MR1991	03JL2009	DUAL SUPPLY ECL TO TTL TRANSLATOR
5000827	19MR1991	02JA2010	METHOD AND APPARATUS FOR ADJUSTING PLATING SOLUTION FLOW CHARACTERISTICS AT
5001270	19MR1991	02JL2010	HIGH SPEED ECL TO TTL TRANSLATOR HAVING A NON-SCHOTTKY CLAMP FOR THE OUTPUT
5001545	19MR1991	09SE2008	POCKET TOP CONTACT FOR NON-PLANAR SEMICONDUCTOR DEVICE
5025298	18JE1991	22AU2009	SEMICONDUCTOR STRUCTURE WITH CLOSELY COUPLED SUBSTRATE TEMPERATURE SENSE
5027010	25JE1991	04OC2009	TTL OUTPUT DRIVER HAVING AN INCREASED HIGH OUTPUT LEVEL
5029295	02JL1991	02JL2010	BANDGAP VOLTAGE REFERENCE USING A POWER SUPPLY INDEPENDENT CURRENT SOURCE
5032878	16JL1991	02JA2010	HIGH VOLTAGE PLANAR EDGE TERMINATION USING A PUNCH-THROUGH ETCHING IMPLANT
5038054	06AU1991	14JL2009	PROTECTED DARLINGTON TRANSISTOR ARRANGEMENT
5038057	06AU1991	29MY2010	AN ECL TO CMOS LOGIC TRANSLATOR
5038058	06AU1991	06NO2010	BICMOS TTL OUTPUT DRIVER
5045964	03SE1991	30AP2010	THERMAL CLAMP FOR AN IGNITION COIL DRIVER
5057709	15OC1991	01MO2010	A CURRENT THRESHOLD DETECTOR CIRCUIT
5059826	22OC1991	30NO2009	VOLTAGE THRESHOLD GENERATOR FOR USE IN DIODE LOAD EMITTER COUPLED LOGIC CIRCUITS
5059827	22OC1991	31JL2010	ECL CIRCUIT WITH LOW VOLTAGE/FAST FULL-DOWN
5059921	22OC1991	27JL2010	AMPLIFIER HAVING TWO OPERATING MODES
5060047	22OC1991	16NO2009	HIGH VOLTAGE SEMICONDUCTOR DEVICE
5063311	05NO1991	04JE2010	PROGRAMMABLE DELAY CIRCUIT FOR DIGITAL INTEGRATED CIRCUITS
5066359	19NO1991	04SE2010	METHOD FOR PRODUCING SEMICONDUCTOR DEVICES HAVING BULK DEFECTS THEREIN
5066991	19NO1991	26DE2009	METHOD OF MAKING A SEMICONDUCTOR DIODE
5073850	17DE1991	03JE2011	START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT
5075259	24DE1991	22AU2009	METHOD FOR FORMING SEMICONDUCTOR CONTACTS BY ELECTROLESS PLATING
5075739	24DE1991	02JA2010	HIGH VOLTAGE PLANAR EDGE TERMINATION USING A PUNCH-THROUGH ETCHING IMPLANT
5077594	31DE1991	16MR2010	INTEGRATED HIGH VOLTAGE TRANSISTOR HAVING MINIMUM TRANSISTOR TO TRANSISTOR
5079453	07JA1992	04SE2010	SLOPE COMPENSATION CIRCUIT FOR STABILIZING CURRENT MODE CONVERTERS
5087830	11FE1992	22MY2009	START CIRCUIT FOR A BANDGAP REFERENCE CELL
5089427	18FE1992	03DE2010	SEMICONDUCTOR DEVICE AND METHOD

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SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 ON SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: UNITED STATES

Pat. No.	Grant Dt	Exp Dt	Title
5100821	31MR1992	24AP2009	SEMICONDUCTOR AC SWITCH
5100829	31MR1992	22AU2009	SEMICONDUCTOR STRUCTURE WITH C LOSELY COUPLED SUBSTRATE TEMPE RATURE SENSE
5103148	07AP1992	06NO2010	LOW VOLTAGE CIRCUIT TO CONTROL HIGH VOLTAGE TRANSISTOR
5110761	05MY1992	05MY2009	FORMED TOP CONTACT FOR MON-FLA T SEMICONDUCTOR DEVICES
5111381	05MY1992	12AU2011	H-BRIDGE FLYBACK RECIRCULATOR
5115369	19MY1992	05FE2010	AVALANCHE STRESS PROTECTED SEM ICOND UCTOR DEVICE HAVING VARIA BLE INPUT
5123941	26MY1992	23JA2006	POWER DRIVER HAVING SHORT CIRCUIT PROTECTION
5119000	02JE1992	25FE2011	LOW NOISE MOTOR DRIVE CIRCUIT
5119148	02JE1992	29NO2009	FAST DAMPER DIODE AND METHOD
5120998	09JE1992	04MR2011	SOURCE TERMINATED TRANSMISSION LINE DRIVER
5130262	14JL1992	26DE2009	INTERNAL CURRENT LIMIT AND OVE R VOLTAGE PROTECTION METHOD
5140280	18AU1992	30AU2011	RAIL-TO-RAIL OUTPUT STAGE OF A N OPERATIONAL AMPLIFIER
5141887	25AU1992	02JL2010	LOW VOLTAGE DEEP JUNCTION DEVI CE AND METHOD
5141889	25AU1992	30NO2010	METHOD OF MAKING ENHANCED INSU LATED GATE BIPOLAR TRANSISTOR
5148061	19SE1992	27FE2011	ECL TO CMOS TRANSLATION AND LA TCH LOGIC CIRCUIT
5150176	22SE1992	13FE2012	PN JUNCTION SURGE SUPPRESSOR S TROCTURE WITH MOAT
5153529	06OC1992	30AU2011	RAIL-TO-RAIL INPUT STAGE OF AN OPERATIONAL AMPLIFIER
5185052	13OC1992	14JE2011	VERTICAL FIELD EFFECT TRANSIST OR WITH IMPROVED CONTROL OF LO W RESISTIVITY REGION
5178370	12JA1993	05AU2011	CONDUCTIVITY MODULATED INSULAT ED GATE SEMICONDUCTOR DEVICE
5183769	02FE1993	06MY2011	VERTICAL CURRENT FLOW SEMICOND UCTOR DEVICE UTILIZING WATER B OWDING
5204562	20AP1993	29NO2011	TURN OFF DELAY REDUCTION CIRCU IT AND METHOD
5204639	20AP1993	27AP2012	MILLER LOOP COMPENSATION METHO D WITH CAPACITANCE DRIVE
5223732	29JE1993	28MY2011	INSULATED GATE SEMICONDUCTOR D EVICE WITH REDUCED BASE-TO-BOO TBOE ELECTRODE
5237183	17AU1993	17AU2010	HIGH REVERSE VOLTAGE IGT
5257158	26OC1993	23AU2011	SHORT-CIRCUIT PROOF FIELD EFFECT TRANSISTOR
5266515	30NO1993	02MR2012	FABRICATING DUAL GATE THIN FIL M TRANSISTORS
5266631	30NO1993	12NO2011	EDGE TERMINATION STRUCTURE
5270585	14DE1993	27JL2012	OUTPUT DRIVER STAGE WITH TWO T IER CURRENT LIMIT PROTECTION

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SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 C: SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: UNITED STATES

Pat No. -----	Grant Dt -----	Exp Dt -----	Title -----
5281832	25JA1994	22JE2012	BIDIRECTIONAL TWO-TERMINAL THYRISTOR
5285170	08FE1994	30NO2012	OPERATIONAL AMPLIFIER WITH ALL NPN TRANSISTOR OUTPUT STAGE
5285346	08FE1994	13DE2011	CURRENT DRIVER CONTROL CIRCUIT FOR A POWER DEVICE
5286660	15FE1994	24DE2012	METHOD FOR DOPING A SEMICONDUCTOR WAFER HAVING A DIFFUSION ENHANCEMENT REGION
5289028	22FE1994	04NO2011	HIGH POWER SEMICONDUCTOR DEVICE WITH INTEGRAL ON-STATE VOLTAGE DETECTION
5291075	01MR1994	01MR2011	FAULT DETECTION CIRCUIT
5294824	15MR1994	31JL2012	HIGH VOLTAGE TRANSISTOR HAVING REDUCED ON-RESISTANCE
5311147	10MY1994	26OC2012	HIGH IMPEDANCE OUTPUT DRIVER STAGE AND METHOD THEREFOR
5323059	21JE1994	21JE2011	VERTICAL CURRENT FLOW SEMICONDUCTOR DEVICE UTILIZING WAFER BONDING
5327016	05JL1994	08AP2012	LOAD CONTROL CIRCUIT INCLUDING AUTOMATIC AC/DC DISCRIMINATION
5327100	05JL1994	01MR2013	NEGATIVE SLEW RATE ENHANCEMENT CIRCUIT FOR AN OPERATIONAL AMPLIFIER
5345101	06SE1994	28JE2013	HIGH VOLTAGE SEMICONDUCTOR STRUCTURE AND METHOD
5359281	28OC1994	08JE2012	QUICK-START AND OVERVOLTAGE PROTECTION FOR A SWITCHING REGULATOR CIRCUIT
5361001	01NO1994	03DE2013	CIRCUIT AND METHOD OF PREVENTING ANALOG TRIPPING
5361048	01NO1994	30AU2013	PULSE WIDTH MODULATOR HAVING A DUTY CYCLE PROPORTIONAL TO THE AMPLITUDE OF AN
5365099	15NO1994	15NO2011	SEMICONDUCTOR DEVICE HAVING HIGH ENERGY SUSTAINING CAPABILITY AND A TEMPERATURE
5371415	06DE1994	21JE2013	TWO STAGE GATE DRIVE CIRCUIT FOR A FET
5373201	13DE1994	02FE2013	POWER TRANSISTOR
5376875	27DM1994	03DE2013	BATTERY CHARGER STATUS MONITOR CIRCUIT AND METHOD THEREFOR
5378928	03JA1995	27AP2013	PLASTIC ENCAPSULATED MICROELECTRONIC DEVICE AND METHOD
5382841	17JA1995	17JA2012	SWITCHABLE ACTIVE BUS TERMINATION CIRCUIT
5390101	14FE1995	04JA2014	FLYBACK POWER SUPPLY HAVING A VCO CONTROLLED SWITCHING RATE
5391945	21FE1995	24SE2013	CIRCUIT AND METHOD FOR PROVIDING PHASE SYNCHRONIZATION OF ECL AND TTL/CMOS
5396097	07MR1995	22NO2013	TRANSISTOR WITH COMMON BASE REGION
5397716	14MR1995	03MY2013	METHOD OF FORMING AN INSULATED GATE SEMICONDUCTOR DEVICE AND DEVICE FORMED
5434442	18JL1995	18JL2012	FIELD PLATE AVALANCHE DIODE
5434523	18JL1995	08AP2014	CIRCUIT AND METHOD FOR ADJUSTING A PULSE WIDTH OF A SIGNAL
5444395	22AU1995	06DE2013	NON-SATURATING BIPOLAR TRANSISTOR CIRCUIT

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SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 ON SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: UNITED STATES

Pat No.	Grant Dt	Exp Dt	Title
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5451806	19SEP1995	03MR2014	METHOD AND DEVICE FOR SENSING SURFACE TEMPERATURE OF AN INSULATED GATE
5460986	24OCT1995	29AUG2014	PROCESS FOR MAKING A POWER MOSFET DEVICE AND STRUCTURE
5467047	14NOV1995	15JUL2014	POWER TRANSISTOR RAPID TURN OFF CIRCUIT FOR SAVING POWER
5471174	28NOV1995	05DEC2014	AMPLIFIER HAVING AN OUTPUT STAGE WITH BIAS CURRENT CANCELLATION
5477175	19DEC1995	25OCT2013	OFF-LINE BOOTSTRAP STARTUP CIRCUIT
5486718	23JAN1996	05JUL2014	HIGH VOLTAGE PLANAR EDGE TERMINATION STRUCTURE AND METHOD OF MAKING SAME
5498988	12MAR1996	25NOV2014	LOW POWER FLIP-FLOP CIRCUIT AND METHOD THEREFOR
5500377	19MAR1996	06SEP2014	METHOD OF MAKING SURGE SUPPRESSOR SWITCHING DEVICE
5500624	19MAR1996	02NOV2014	INPUT STAGE FOR CMOS OPERATIONAL AMPLIFIER AND METHOD THEREOF
5502370	26MAR1996	06SEP2014	POWER FACTOR CONTROL CIRCUIT HAVING A BOOST COMPONENT FOR INCREASING A SPEED OF A
5504351	02APR1996	03MAY2013	AN INSULATED GATE SEMICONDUCTOR DEVICE
5504448	02APR1996	01AUG2014	CIRCUIT LIMIT SENSE CIRCUIT AND METHOD FOR CONTROLLING A TRANSISTOR
5510738	23APR1996	29DEC2014	COMPARATOR CIRCUIT
5521488	28MAY1996	10JAN2014	VOLTAGE REGULATOR AND METHOD THEREFOR
5523629	04JUN1996	04JUN2013	PLASTIC ENCAPSULATED MICROELECTRONIC DEVICE
5530284	25JUN1996	06MAR2018	SEMICONDUCTOR LEADFRAME STRUCTURE COMPATIBLE WITH DIFFERING BOND WIRE MATERIALS
5535510	16JUL1996	16JUL2013	PLASTIC ENCAPSULATED MICROELECTRONIC DEVICE AND METHOD
5536958	16JUL1996	02MAY2015	SEMICONDUCTOR DEVICE HAVING HIGH VOLTAGE PROTECTION CAPABILITY
5548285	20AUG1996	18JUL2014	CIRCUIT AND METHOD OF INDICATING DATA HOLD-TIME
5552742	03SEP1996	13FEB2015	CIRCUIT FOR CONTROLLING CURRENT FLOW BETWEEN TWO NODES
5557842	24SEP1996	06MAR2018	METHOD OF MANUFACTURING A SEMICONDUCTOR LEADFRAME STRUCTURE
5563437	08OCT1996	08OCT2013	SEMICONDUCTOR DEVICE HAVING A LARGE SENSE VOLTAGE
5563594	08OCT1996	31AUG2014	CIRCUIT AND METHOD OF TIMING DATA TRANSFERS
5578841	26NOV1996	18DEC2018	VERTICAL MOSFET DEVICE HAVING FRONTSIDE AND BACKSIDE CONTACTS
5581118	03DEC1996	31MAY2014	ELECTRONIC SURFACE MOUNT DEVICE AND METHOD FOR MAKING
5583348	10DEC1996	10DEC2013	METHOD FOR MAKING A SCOTTKY DIODE THAT IS COMPATIBLE WITH HIGH PERFORMANCE
5589408	31DEC1996	05JUL2015	METHOD OF FORMING AN ALLOYED DRAIN FIELD EFFECT TRANSISTOR AND DEVICE FORMED
5598086	28JAN1997	03AUG2015	PEAK VOLTAGE AND PEAK SLOPE DETECTOR FOR A BATTERY CHARGER CIRCUIT

TRADEMARK
 REEL: 001959 FRAME: 0540

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 ON SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: UNITED STATES

Pat No.	Grant Dt	Exp Dt	Title
5610495	11MR1997	20JF2014	CIRCUIT AND METHOD OF MONITORING BATTERY CELLS
5616971	01AP1997	06OC2015	POWER SWITCHING CIRCUIT
5627494	06MY1997	04DE2015	HIGH-SIDE CURRENT SENSE AMPLIFIER
5629936	13MY1997	21NO2015	HIGH VOLTAGE CURRENT LIMITER AND METHOD FOR MAKING
5631107	20MY1997	20MY2014	METHOD FOR MAKING SEMICONDUCTOR DEVICE HAVING HIGH ENERGY STORAGE CAPABILITY
5631484	20MY1997	26DE2015	METHOD OF MANUFACTURING A SEMI CONDUCTOR DEVICE AND TEMPERATURE COMPENSATION STRUCTURE
5646503	08JUL1997	04OC2015	METHOD FOR BALANCING POWER SOURCES AND STRUCTURE THEREFOR
5654562	05AP1997	03MR2015	LATCH RESISTANT INSULATED GATE SEMICONDUCTOR DEVICE
5666046	09SE1997	24AU2015	REFERENCE VOLTAGE CIRCUIT HAVING A SUBSTANTIALLY ZERO TEMPERATURE COEFFICIENT
5675266	07OC1997	03OC2015	OVERCURRENT DETECTION CIRCUIT FOR A POWER MOSFET AND METHOD THEREFOR
5684661	04NO1997	29SE2015	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT
5686857	11NO1997	06FE2016	ZERO CROSSING TRIAC AND METHOD
5699015	16DE1997	19MR2016	LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD
5703389	30DE1997	24FE2015	VERTICAL IGFET CONFIGURATION HAVING LOW ON-RESISTANCE AND METHOD
5712581	27JAL1998	02AU2013	FULL DIFFERENTIAL DATA QUALIFICATION CIRCUIT FOR SENSING A LOGIC STATE
5714396	03FE1998	05JUL2014	METHOD OF MAKING A HIGH VOLTAGE PLANAR EDGE TERMINATION STRUCTURE
5726597	10MR1998	30AU2016	METHOD AND CIRCUIT FOR REDUCING OFFSET VOLTAGES FOR A DIFFERENTIAL INPUT STAGE
5734277	31MR1998	05FE2016	OUTPUT CIRCUIT AND METHOD FOR SUPPRESSING SWITCHING NOISE THROUGH A
5734296	31MR1998	19MR2016	LOW VOLTAGE OPERATIONAL AMPLIFIER INPUT STAGE AND METHOD
5747371	08MY1998	22JUL2016	SEMICONDUCTOR DEVICE AND METHOD OF MANUFACTURE
5751025	12MY1998	21NO2015	HIGH VOLTAGE CURRENT LIMITER AND METHOD FOR MAKING
5751052	12MY1998	01AP2016	INDUCTIVE DRIVER CIRCUIT AND METHOD THEREFOR
5751061	12MY1998	18DE2015	SEMICONDUCTOR DIODE DEVICE AND METHOD OF MANUFACTURE
5751192	12MY1998	03SE2016	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSMIMPEDANCE FUNCTION
5754038	19MY1998	03SE2016	METHOD AND CIRCUIT FOR CURRENT REGULATION
5760639	02JF1998	04MR2016	VOLTAGE AND CURRENT REFERENCE CIRCUIT WITH A LOW TEMPERATURE COEFFICIENT
5773368	30JF1998	22JAL2016	METHOD OF ETCHING ADJACENT LAYERS
5777373	07JUL1998	12JF2015	SEMICONDUCTOR STRUCTURE WITH FIELD-LIMITING RINGS AND METHOD FOR MAKING

TRADEMARK
 REEL: 001959 FRAME: 0541

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 ON SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: UNITED STATES

Pat No.	Grant Dt	Exp Dt	Title
5781129	14JUL1998	03MR2017	ADAPTIVE ENCODER CIRCUIT FOR MULTIPLE DATA CHANNELS AND METHOD OF ENCODING
5785791	28JUL1998	05MY2017	METHOD OF MANUFACTURING SEMICONDUCTOR COMPONENTS
5786745	28JUL1998	06FE2016	ELECTRONIC PACKAGE AND METHOD
5788951	04AUG1998	21JAN2017	MONOLITHIC CLAMPING CIRCUIT AND METHOD OF PREVENTING TRANSISTOR AVALANCHE
5798673	25AUG1998	19MR2016	LOW VOLTAGE OPERATIONAL AMPLIFIER BIAS CIRCUIT AND METHOD
5804869	08SEP1998	31MR2017	CLAMP DISPOSED AT EDGE OF A DIELECTRIC STRUCTURE IN A SEMICONDUCTOR DEVICE AND
5804944	08SEP1998	07AP2017	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY
5818201	06OCT1998	03MR2015	CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL
5818690	06OCT1998	24SEP2016	METHOD FOR SYNCHRONIZING SIGNALS AND STRUCTURES THEREFOR
5851928	23DEC1998	27NOV2015	METHOD OF ETCHING A SEMICONDUCTOR SUBSTRATE
5859768	12JAN1999	04JUN2017	POWER CONVERSION INTEGRATED CIRCUIT AND METHOD FOR PROGRAMMABLE
5866400	23MR1999	31AUG2015	SEMICONDUCTOR DEVICE HAVING AN INSULATING LAYER AND METHOD FOR MAKING
5892389	06APR1999	03JUN2017	METHOD AND CIRCUIT FOR CURRENT LIMITING OF DC-DC REGULATORS
5897343	27APR1999	30MR2018	POWER SWITCHING TRENCH MOSFET HAVING ALIGNED SOURCE REGIONS AND METHOD OF
5900772	04MAY1999	16MR2017	BANDGAP REFERENCE CIRCUIT AND METHOD
5904555	18MAY1999	02FEB2018	METHOD FOR PACKAGING A SEMICONDUCTOR DEVICE
5908316	01JUN1999	18DEC2015	METHOD OF PASSIVATING A SEMICONDUCTOR SUBSTRATE
5920181	06JUL1999	07APR2017	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY
5930652	27JUL1999	28MAY2016	SEMICONDUCTOR ENCAPSULATION METHOD
5945730	31AUG1999	05FEB2018	SEMICONDUCTOR POWER DEVICE
5945868	31AUG1999	08JAN2018	POWER SEMICONDUCTOR DEVICE AND METHOD

TRADEMARK
 REEL: 001959 FRAME: 0542

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
OF SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: CANADA

Pat No.	Grant Dt	Exp Dt	Title
1167101	08NY1984	08NY2001	CURRENT LIMITING CIRCUIT
1172712	14AU1984	14AU2001	CURRENT OUTPUT OSCILLATOR
1177580	06NO1984	06NO2001	BUTTON RECTIFIER PACKAGE FOR NON-PLANAR DIE
1179732	18DE1984	18DE2001	DRIVER CIRCUIT FOR USE WITH INDUCTIVE LOADS OR THE LIKE
1244137	01NO1988	01NO2005	INPUT RANGING DIVIDER AMBITIOUS FOR AN ANALOG TO DIGITAL CONVERTER
2021671	02NO1993	20JL2010	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS

TRADEMARK
REEL: 001959 FRAME: 0543

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
OF SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: CHINA P.R.

Pat No.	Grant Dt	Exp Dt	Title
14413	10JUL1992	07SEP2004	SELF-CENTERING ELECTRODE FOR SEMICONDUCTOR DEVICES
14989	05AUG1992	08SEP2004	FORMED TOP CONTACT FOR NON-FLAT SEMICONDUCTOR DEVICES
94104613.3	27MAY1997	07APR2016	SWITCHING TRANSISTOR ARRANGEMENT

TRADEMARK
REEL: 001959 FRAME: 0544

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 ON SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: FRANCE

Pat No.	Grant Dt	Exp Dt	Title
EP0109427	02RE1987	28AE2003	CURRENT LIMITER AND METHOD FOR LIMITING CURRENT
EP0197955	16MY1990	09SE2005	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION
EP0262705	03AP1991	28JA2008	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE
FR8909897	08NO1991	21JL2009	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS
EP0283479	10JE1992	29JE2007	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION
EP0264563	03NO1993	13AU2007	THERMAL CURRENT SUPPLY CIRCUIT
EP0436171	05JA1994	17DE2010	HIGH VOLTAGE PLANAR EDGE TERMINATION USING A PUNCH-THROUGH R ETARDING IMPLANT
EP0323549	23MR1994	29SE2008	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER
EP0391055	31AU1994	22FE2010	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER
EP0517493	13MR1996	02JE2012	START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT
EP0359077	12JE1996	28AU2009	FORMED TOP CONTACT FOR NON-FLAT SEMICONDUCTOR DEVICES
EP0391708	09AP1997	05AP2010	BACKSIDE METALLIZATION SCHEME FOR SEMICONDUCTOR DEVICES
FR9304170	04JL1997	08AP2013	SWITCHING TRANSISTOR ARRANGEMENT
FR9506901	05SE1997	13JE2015	POWER SUPPLY
EP0362547	05NO1997	28AU2009	SELF-CENTERING ELECTRODE FOR POWER DEVICES
EP0527641	19NO1997	12AU2012	M-BRIDGE FLYBACK RECIRCULATOR
EP0479515	29DE1997	30SE2011	FAULT DETECTION CIRCUIT
EP0483826	04FE1998	30SE2011	A CURRENT THRESHOLD DETECTOR CIRCUIT
9606064	21AU1998	15MY2016	SURFACE MOUNT SEMICONDUCTOR DIODE DEVICE
EP0631320	04NO1998	23JE2014	HIGH VOLTAGE SEMICONDUCTOR STRUCTURE

TRADEMARK
 REEL: 001959 FRAME: 0545

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 ON SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: GREAT BRITAIN

Pat No.	Grant Dt	Exp Dt	Title
EP0109427	02SE1987	25AP2003	CURRENT LIMITER AND METHOD FOR LIMITING CURRENT
EP0141926	27FE1991	09AU2004	MONOLITHIC ZERO CROSSING TRIAC DRIVER
EP0282705	03AP1991	28JA2008	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE
EP0342581	11MR1992	16MY2009	VOLTAGE LEVEL CONVERSION CIRCUIT
EP0281479	10JE1992	29JE2007	CIRCUIT UTILIZING RESISTORS TRIGGERED BY METAL MIGRATION
2228639	15JL1992	17FE2009	PROTECTED DARLINGTON TRANSISTOR ARRANGEMENT
EP0264563	03NO1993	13AU2007	THERMAL CURRENT SUPPLY CIRCUIT
EP0367612	12JA1994	02NO2009	LOAD CONTROLLED ECL TRANSIENT DRIVER
EP0323549	23MR1994	29SE2000	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER
EP0391055	31AU1994	22FE2010	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER
2250149	23NO1994	29JL2011	LOW POWER OUTPUT GATE
EP0408868	30NO1994	29MY2010	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS
EP0418025	15MR1995	11SE2010	CURRENT MIRROR HAVING LARGE CURRENT SCALING FACTOR
EP0517493	13MR1996	02JE2012	START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT
EP0488780	24AP1996	24JL2011	AMPLIFIER HAVING TWO OPERATING MODES
EP0358077	12JE1996	28AU2009	FORMED TOP CONTACT FOR NON-FLAT SEMICONDUCTOR DEVICES
EP0465094	11DE1996	25JE2011	BANDGAP VOLTAGE REFERENCE USING A POWER SUPPLY INDEPENDENT CURRENT SOURCE
2276981	02AP1997	23MR2014	SWITCHING TRANSISTOR ARRANGEMENT
EP0391708	09AP1997	05AP2010	BACKSIDE METALLIZATION SCHEME FOR SEMICONDUCTOR DEVICES
EP0362547	05NO1997	28AU2009	SELF-CENTERING ELECTRODE FOR POWER DEVICES
EP0527641	18NO1997	12AU2012	H-BRIDGE FLYBACK RECTULATOR
EP0479515	29DE1997	30SE2011	FAULT DETECTION CIRCUIT
EP0483526	04FE1998	30SE2011	A CURRENT THRESHOLD DETECTOR CIRCUIT
EP0631320	04NO1998	23JE2014	HIGH VOLTAGE SEMICONDUCTOR STRUCTURE
2293932	11NO1998	08OC2014	POWER SWITCHING CIRCUIT

TRADEMARK
 REEL: 001959 FRAME: 0546

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 AN SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: GERMANY

Pat No.	Grant Dt	Exp Dt	Title
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F3373394.5	02SE1987	25AP2003	CURRENT LIMITER AND METHOD FOR LIMITING CURRENT
F3577779.6	16MY1990	09SE2005	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION
F3484169.5	27FE1991	09AU2004	MONOLITHIC ZERO CROSSING TRIAC DRIVER
F3862221.1	03AP1991	28JA2008	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE
F68900985.0	11MR1992	16MY2009	VOLTAGE LEVEL CONVERSION CIRCUIT
F3779751.4	16JE1992	29JE2007	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION
F03788033.0	03MO1993	13AU2007	THERMAL CURRENT SUPPLY CIRCUIT
F68912272.1	12JA1994	02NO2009	LOAD CONTROLLED ECL TRANSIENT DRIVER
F3888663.4	23MR1994	29SE2008	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER
69011919.4	31AU1994	21FE2010	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER
F69014454.7	30NO1994	25MY2010	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS
F69208944.6	13MR1996	02JE2012	START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT
F69118984.6	24AP1996	24JL2011	AMPLIFIER HAVING TWO OPERATING MODES
F68926645.6	12JEL1996	28AU2009	FORMED TOP CONTACT FOR NON-FLAT SEMICONDUCTOR DEVICES
F69123501.3	11DE1996	25JE2011	BANDGAP VOLTAGE REFERENCE USING A POWER SUPPLY INDEPENDENT CURRENT SOURCE
9321364.6	17JUL1997	26AU2003	HIGH IMPEDANCE OUTPUT DRIVER STAGE AND METHOD THEREFOR
F68928428.4	05NO1997	28AU2009	SELF-CENTERING ELECTRODE FOR POWER DEVICES
F69223189.7	19NO1997	12AU2012	H-BRIDGE FLYBACK RECIRCULATOR
F69128513.6	29DE1997	30SE2011	LOGIC CIRCUIT INCLUDING A FAULT DETECTION CIRCUIT
EP0683526	04FE1998	30SE2011	A CURRENT THRESHOLD DETECTOR CIRCUIT
F69409088.3	18MR1998	19DE2014	VOLTAGE REGULATOR AND METHOD THEREFOR
69414305.7	04NO1998	23JE2014	HIGH VOLTAGE SEMICONDUCTOR STRUCTURE

TRADEMARK
 REEL: 001959 FRAME: 0547

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: HONG KONG

Pat No.	Grant Dt	Exp Dt	Title
137/90	22FE1990	25AP2003	CURRENT LIMITER AND METHOD FOR LIMITING CURRENT
777/92	15OC1992	09SE2005	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION
1333/1993	02DE1993	28JA2008	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE
776/1995	18MY1995	09AU2015	MONOLITHIC ZERO CROSSING TRIAC DRIVER
820/1995	25MY1995	10JE2012	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION
855/1995	01JE1995	16MY2009	VOLTAGE LEVEL CONVERSION CIRCUIT
461/1997	10AP1997	02NO2009	LOAD CONTROLLED ECL TRANSIENT DRIVER
HK1000749	24AP1998	24JL2011	AMPLIFIER HAVING TWO OPERATING MODES
HK1002245	07AU1998	02JE2012	START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT
HK1003802	06NO1998	25JE2011	BANDGAP VOLTAGE REFERENCE USING A POWER SUPPLY INDEPENDENT CURRENT SOURCE

TRADEMARK
REEL: 001959 FRAME: 0548

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: ITALY

Pat No.	Grant Dt	Exp Dt	Title
EP0197955	16MY1990	09SE2005	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION
EP0141926	27FE1991	09AU2004	MONOLITHIC ZERO CROSSING TRIAC DRIVER
EP0282705	03AP1991	26JA2008	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE
EP0436171	05JA1994	17DE2010	HIGH VOLTAGE PLANAR EDGE TERMINATION USING A PUNCH-THROUGH REVERSE BIASING INPLANT
EP0323549	23MR1994	29SE2008	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER
EP0391055	31AU1994	22FE2010	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER
EP0358077	12JE1996	28AU2009	FORGED TOP CONTACT FOR NON-FLAT SEMICONDUCTOR DEVICES
EP0391708	09AP1997	05AP2010	BACKSIDE METALLIZATION SCHEME FOR SEMICONDUCTOR DEVICES
EP0362547	05NO1997	28AU2009	SELF-CENTERING ELECTRODE FOR POWER DEVICES
1284275	16MY1998	07FE2016	VERTICAL IGFET CONFIGURATION HAVING LOW ON-RESISTANCE AND HIGH THERMAL STABILITY
EP0631320	04NO1998	23JE2014	HIGH VOLTAGE SEMICONDUCTOR STRUCTURE

TRADEMARK
REEL: 001959 FRAME: 0549

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
 ON SEMICONDUCTOR
 GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
 IN: JAPAN

Pat No. ----	Grant Dt ----	Exp Dt --	Title -----
1861894	19MY1992	25AP2003	METHOD FOR LIMITING CURRENT AND CURRENT LIMITER CIRCUIT
1783744	23AP1993	21AU2004	MONOLITHIC LOW POWER ZERO CROSS SENS TRIAC
1756179	23AP1993	10SE2007	DC/DC CONVERTER
1828148	28PE1994	11MR2005	A PROCESS FOR MANUFACTURING LOW NOISE SENSER DIODE
1831968	29MR1994	09SE2005	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION
1850695	21JE1994	29JE2007	CIRCUIT UTILISING RESISTORS TRIMMED BY METAL MIGRATION
1950897	10JL1995	26DE2010	HIGH VOLTAGE SEMICONDUCTOR DEVICE
2037821	28MR1996	29SE2007	TEMPERATURE COMPENSATED CURRENT SOURCE AND VOLTAGE REGULATOR USING THE SAME
2580850	21NO1996	20JL2010	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS
2597918	09JA1997	02MY2010	CURRENT SWITCH
2627330	18AP1997	07DE2008	CONTROLLED VOLTAGE DROP DIODE
2658423	06JE1997	08SE2009	SEMICONDUCTOR DEVICES
2134382	16JA1998	02MR2008	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE
2762725	27MR1998	22AD2010	SEMICONDUCTOR APPARATUS AND ITS FORMING PROCESS
2799261	03JL1998	26MR2012	CONTROLLER FOR BATTERY CHARGER
2833205	02OC1998	24NO2010	FAST DAMPER DIODE AND METHOD
2841977	23OC1998	28OC2011	A CURRENT THRESHOLD DETECTOR CIRCUIT
2893429	05MR1999	25JL2011	AMPLIFIER HAVING TWO OPERATING MODES
2937504	11JE1999	31JA2011	POWER SUPPLY MONITOR CIRCUIT

TRADEMARK
 REEL: 001959 FRAME: 0550

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: KOREA SOUTH

Pat No.	Grant Dt	Exp Dt	Title
50606	07AP1992	09SE2005	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION
75240	11JL1994	16JL2010	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS
78422	19OC1994	26SE2007	DIFFERENTIAL AMPLIFIER INCLUDING BALANCED TWO TERMINAL SERIES RC NETWORK
79843	29NO1994	29SE2007	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION
82589	07FE1995	19NO2009	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE
93194	21DE1995	07SE2010	VOLTAGE REGULATOR HAVING A PRECISION THERMAL CURRENT SOURCE
136088	20JA1998	20JA2013	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER
149840	09JE1998	28SE2010	FAST DAMPER DIODE AND METHOD
155995	20JL1998	20JL2013	DUAL SUPPLY ECL TO TTL TRANSLATOR
167562	29SE1998	28OC2011	A CURRENT THRESHOLD DETECTOR CIRCUIT
213545	17MY1999	24JA2011	UNIVERSAL POWER SUPPLY MONITOR CIRCUIT

TRADEMARK
REEL: 001969 FRAME: 0551

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: MALAYSIA

Pat No.	Grant Dt	Exp Dt	Title
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MY104177A	28FE1994	28FE2009	FORMED TOP CONTACT FOR NON- FLAT SEMICONDUCTOR DEVICES
MY-104895-A	30JE1994	30JE2009	METHOD FOR IMPROVING THE ADHESION OF A PLASTIC ENCAPSULANT TO COPPER CONTAINING
MY-105130-A	30AU1994	30AU2009	SELF-CENTERING ELECTRODE FOR POWER DEVICES
105940	28FE1995	28FE2010	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS

TRADEMARK
REEL: 001959 FRAME: 0552

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
OF SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: MEXICO

Pat No.	Grant Dt	Exp Dt	Title
181432	16AP1996	03MY2013	INSULATED SEMICONDUCTOR PACKAG E

TRADEMARK
REEL: 001959 FRAME: 0553

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: NETHERLANDS

Pat No.	Grant Dt	Exp Dt	Title
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EP0197955	16MY1990	09SE2005	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION
EP0141926	27FE1991	09AU2004	MONOLITHIC ZERO CROSSING TRIAC DRIVER
EP0408868	10WC1994	25MY2010	HIGH VOLTAGE SEMICONDUCTOR DEV ICE AND FABRICATION PROCESS

TRADEMARK
REEL: 001959 FRAME: 0554

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: PHILIPPINES

Pat No.	Grant Dt	Exp Dt
26399	02JUL1992	02JUL2009

Title
METHOD FOR IMPROVING THE ADHESION OF A PLASTIC ENCAPSULANT TO COPPER CONTAINING

TRADEMARK
REEL: 001959 FRAME: 0555

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: SINGAPORE

Pat No.	Grant Dt	Exp Dt	Title
8990743-0	16FRI1990	25AP2003	CURRENT LIMITER AND METHOD FOR LIMITING CURRENT
9290718-7	27AUG1992	09SEP2005	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION
9390381-3	28AP1993	09AUG2004	MONOLITHIC ZERO CROSSING TRIAC DRIVER
9491398-5	29OCT1994	29JUL2007	CIRCUIT UTILISING RESISTORS TRIMMED BY METAL MIGRATION
9590226-8	31MAR1995	17FEB2009	PROTECTED DARLINGTON TRANSISTOR ARRANGEMENT
9590231-8	15AP1995	16MAY2009	VOLTAGE LEVEL CONVERSION CIRCUIT

TRADEMARK
REEL: 001959 FRAME: 0556

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: SWEDEN

Pat No.	Grant Dt	Exp Dt	Title
EP0403526	04FRI1998	30SEP2011	A CURRENT THRESHOLD DETECTOR CIRCUIT

TRADEMARK
REEL: 001959 FRAME: 0557

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
OF SEMICONDUCTOR
GRANTED PATENTS CURRENTLY IN FORCE WORLDWIDE
IN: TAIWAN

Pat No.	Grant Dt	Exp Dt	Title
NI-086333	028E1997	220C2016	ELECTRONIC PACKAGE AND METHOD
NI-092734	017E1998	31JA2017	LOW VOLTAGE OPERATIONAL AMPLIFIER INPUT STAGE AND METHOD
NI-089253	21DE1998	028E2017	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSMIMPEDANCE FUNCTION

TRADEMARK
REEL: 001959 FRAME: 0558

SEMICONDUCTOR COMPONENTS INVENTIONS L.L.C.
OF SEMICONDUCTOR
INTEGRATED CIRCUITS MANUFACTURING
IN THE UNITED STATES

<u>App. No.</u>	<u>Title</u>
12881997	SURFACE MOUNT SEMICONDUCTOR DIODE DEVICE
23AP1999	POWER FACTOR CORRECTION CONTROL CIRCUIT
27OC1998	INSULATED GATE BIPOLAR TRANSISTOR
12DE1994	SEMICONDUCTOR DEVICE WITH PLAIN E SPRAYED NiPt SPREADING LAYER AND METHOD
06AP1998	METHOD OF MANUFACTURING SEMICONDUCTOR COMPONENTS
03BE1997	ADAPTIVE EQUALIZATION CIRCUIT AND METHOD
25NO1996	SEMICONDUCTOR DEVICE AND METHOD OF MAKING
18011997	METHOD OF FORMING A CONTACT
30JE1997	SEMICONDUCTOR CONTACT AND METHOD THEREFOR
01JE1998	SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURE
04NE1998	SEMICONDUCTOR DEVICE AND METHOD FOR FABRICATING THE SAME
01JE1998	SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURE
28DE1998	SEMICONDUCTOR LEADFRAME ASSEMBLY AND METHOD FOR MANUFACTURING A
01JL1998	ELECTRONIC COMPONENT AND METHOD OF MANUFACTURE
29JE1998	ELECTRONIC COMPONENT AND METHOD OF MANUFACTURE
01MR1999	SEMICONDUCTOR DEVICE AND METHOD OF MANUFACTURE
12JA1999	VARIABLE CAPACITANCE SEMICONDUCTOR DEVICE AND METHOD THEREFOR
14DE1998	POWER CONVERTER CIRCUIT AND METHOD FOR CONTROLLING
21DE1998	SEMICONDUCTOR LOAD DRIVER CIRCUIT AND METHOD THEREFOR
21DE1998	METHOD OF DRIVING A LOAD AND SEMICONDUCTOR LOAD DRIVER CIRCUIT THEREFOR
21DE1998	SEMICONDUCTOR DEVICE AND METHOD OF MAKING
21DE1998	SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURE
22FE1999	LOGIC GATE HAVING TEMPERATURE COMPENSATION AND METHOD
07AF1999	SYNCHRONOUS RECTIFIER AND METHOD OF OPERATION
12NY1999	METHOD FOR MANUFACTURING A SEMICONDUCTOR DEVICE AND SEMICONDUCTOR DEVICE
12AP1999	SWITCHING REGULATOR FOR POWER CONVERTER WITH DUAL MODE FEEDBACK INPUT AND
03MY1999	CIRCUIT AND METHOD OF ACTIVATING AND DE-ACTIVATING A SWITCHING REGULATOR AT ANY
24MY1999	CIRCUIT AND METHOD FOR PROTECTING A SWITCHING POWER SUPPLY FROM A FAULT

TRADEMARK
REEL: 001959 FRAME: 0559

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: UNITED STATES

App. No.	Title
09Mar1997	EDGE TERMINATION STRUCTURE
03Nov1997	POWER MOSFET DEVICE HAVING LOW ON-RESISTANCE AND METHOD
07Jul1997	SEMICONDUCTOR DEVICE AND METHOD THEREFOR

TRADEMARK
REEL: 001959 FRAME: 0560

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: CANADA

App. No.

19781996

Title

PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT

TRADEMARK
REEL: 001959 FRAME: 0561

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: CHINA, P.R.

<u>App. Dt.</u>	<u>Title</u>
31JUL1995	ELECTROSTATIC DISCHARGE PROTECTION DEVICE AND METHOD OF FORMING
30JUL1996	PEAK VOLTAGE AND PEAK SLOPE DETECTOR FOR A BATTERY CHARGER CIRCUIT
25SEP1996	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT
02SEP1997	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSMITTANCE FUNCTION
18SEP1997	LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD
17MAR1998	BANDGAP REFERENCE CIRCUIT AND METHOD

TRADEMARK
REEL: 001959 FRAME: 0562

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: EUROPEAN PATENT CONVENTION

<u>App. No.</u>	<u>Title</u>
2188K1995	POWER SWITCHING CIRCUIT
308K1996	POWER SUPPLY
068K1997	SURFACE MOUNT SEMICONDUCTOR DIODE DEVICE
262A1998	SEMICONDUCTOR POWER DEVICE
30AP1999	POWER FACTOR CORRECTION CONTROL CIRCUIT
290C1997	INSULATED GATE BIPOLAR TRANSISTOR
100C1994	OFF-LINE BOOTSTRAP STARTUP CIRCUIT
03JL1995	HIGH VOLTAGE FLANGER EDGE TERMINATION STRUCTURE AND METHOD OF MAKING SAME
262A1995	SERIAL DATA CLOCK RECEIVER CIRCUIT AND METHOD THEREFOR
31JL1995	CIRCUIT AND METHOD FOR CONTROLLING A TRANSISTOR
31AJ1995	POWER FACTOR CONTROL CIRCUIT
29FK1996	CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL
27JK1996	METHOD OF FORMING AN ALLOYED DRAIN FIELD EFFECT TRANSISTOR AND DEVICE FORMED
29FK1996	LAUNCH-RESISTANT INSULATED GATE SEMICONDUCTOR DEVICE AND METHOD OF MANUFACTURE
29FK1996	SEMICONDUCTOR LEADFRAME STRUCTURE COMPATIBLE WITH DIFFERING BOND WIRE MATERIALS
29AP1996	SEMICONDUCTOR DEVICE HAVING HIGH VOLTAGE PROTECTION CAPABILITY
29JL1996	PEAK VOLTAGE AND PEAK SLOPE DETECTOR FOR A BATTERY CHARGER CIRCUIT
238K1996	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT
238K1996	METHOD FOR BALANCING POWER SOURCES AND STRUCTURE THEREFOR
178K1996	METHOD OF MANUFACTURING A SEMICONDUCTOR DEVICE AND TERMINOLOGY ON STRUCTURE
058K1997	LOW VOLTAGE OPERATIONAL AMPLIFIER INPUT STAGES AND METHOD
198K1997	INDUCTIVE DRIVER CIRCUIT AND METHOD THEREFOR
18AJ1997	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSMISSION FUNCTION
138K1997	LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD
287A1999	POWER SEMICONDUCTOR DEVICE AND METHOD

TRADEMARK
REEL: 001969 FRAME: 0563

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: FINLAND

App. No.
04581995

Title
POWER FACTOR CONTROL CIRCUIT

TRADEMARK
REEL: 001959 FRAME: 0564

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
OF SEMICONDUCTOR
PARENTS PENDING WORLDWIDE
IN: FRANCE

App. No.

12981997

Title

SEMICONDUCTOR POWER DEVICE

TRADEMARK
REEL: 001959 FRAME: 0565

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: GERMANY

<u>App. No.</u>	<u>Title</u>
06AP1994	SWITCHING TRANSISTOR ARRANGEMENT
15AP1991	IMPROVED RECTIFIER AND METHOD
06FEL998	BANDGAP REFERENCE CIRCUIT AND METHOD

TRADEMARK
REEL: 001959 FRAME: 0566

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: HONG KONG

App. Dt
07/26/1998

Title
SURFACE MOUNT SEMICONDUCTOR DI ODE DEVICE

TRADEMARK
REEL: 001959 FRAME: 0567

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: JAPAN

<u>App.No</u>	<u>Title</u>
20NOV1992	VOLTAGE CONVERTING DEVICE
06APR1994	SWITCHING TRANSISTOR ARRANGEMENT
11JUL1996	POWER SUPPLY
09MAY1997	SURFACE MOUNT SEMICONDUCTOR DIE DIE DEVICE
26APR1996	A LOW POWER MODE CONTROLLER FOR BATTERY PACK
03SEP1996	AC-DC CONVERTER
10FEB1998	SEMICONDUCTOR POWER DEVICE
20JUL1997	DC/DC CONVERTER
20JUL1997	POWER SWITCHING CIRCUIT
26DEC1997	CHARGE AND DISCHARGE CONTROLLER FOR BATTERY
29JUL1998	DC/DC CONVERTER
13AUG1998	DC/DC CONVERTER
22JUL1998	METHOD FOR BACK-GRINDING SEMICONDUCTOR WAFER AND SEMICONDUCTOR WAFER
08SEP1989	SEMICONDUCTOR DEVICE HAVING A CORNED BONDING LEAD AND ITS FORMING METHOD
01DEC1998	UP AND DOWN DC/DC CONVERTER
06MAY1999	POWER FACTOR CORRECTION CONTROL LINE CIRCUIT
19JUL1990	SUBSTRATE DETECTION CLAMP AND METHOD
05APR1990	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER
02NOV1989	LOAD CONTROLLED ECL TRANSISTOR DRIVER
13JUL1990	CONTROL CIRCUIT
30OCT1990	FULL WAVE RECTIFIER/AVERAGING CIRCUIT
26DEC1990	INTEGRAL CURRENT LIMIT AND OVERCURRENT PROTECTION METHOD
24JUL1991	BANDGAP VOLTAGE REFERENCE USING A POWER SUPPLY INDEPENDENT CURRENT SOURCE
24APR1992	VERTICAL CURRENT FLOW SEMICONDUCTOR DEVICE UTILIZING WAFER BONDING AND A
02JUL1992	START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT AND THE STARTING
07AUG1992	H-BRIDGE FLANKBACK RECIRCULATOR
12MAY1992	PROTECTION CIRCUIT FOR FIELD EFFECT TRANSISTOR
16OCT1992	HIGH POWER SEMICONDUCTOR DEVICE WITH INTEGRAL ON-STATE VOLTAGE DETECTION

TRADEMARK
REEL: 001959 FRAME: 0568

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: JAPAN

<u>App. No.</u>	<u>Title</u>
19921993	SEMICONDUCTOR DEVICE
10821993	SEMICONDUCTOR STRUCTURE AND METHOD
21821993	INSULATED SEMICONDUCTOR PACKAGING
27211994	HIGH VOLTAGE SEMICONDUCTOR STRUCTURE
22021993	HIGH IMPEDANCE OUTPUT DRIVER STAGE AND METHOD THEREFOR
28211994	POWER TRANSISTOR
05021994	PULSED BATTERY CHARGER CIRCUIT
21121994	TRANSISTOR WITH COMMON BASE REGION
07021994	OFF-LINE BOOTSTRAP STARTUP CIRCUIT
10211995	VOLTAGE REGULATOR AND METHOD THEREFOR
26821995	ELECTRONIC SURFACE MOUNT DEVICE AND METHOD FOR MAKING
22211994	SEMICONDUCTOR STRUCTURE WITH FIELD-LEAKING RING AND METHOD FOR MAKING
06211996	VERTICAL IGFET CONFIGURATION HAVING LOW ON-RESISTANCE AND METHOD
04211995	HIGH VOLTAGE PLANAR EDGE TERMINATION STRUCTURE AND METHOD OF MAKING SAME
17211995	CIRCUIT AND METHOD FOR ADJUSTING A PULSE WIDTH OF A SIGNAL
03211996	SERIAL DATA CLOCK RECEIVER CIRCUIT AND METHOD THEREFOR
28211995	CIRCUIT AND METHOD FOR CONTROLLING A TRANSISTOR
25211995	ELECTROSTATIC DISCHARGE PROTECTION DEVICE AND METHOD OF FORMING
24021995	INPUT STAGE FOR CMOS OPERATIONAL AMPLIFIER AND METHOD THEREFOR
23211995	POWER FACTOR CONTROL CIRCUIT
08211995	SEMICONDUCTOR DEVICE WITH FLAME SPREADER HEAT SPREADING LAYER AND METHOD
01211996	CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL
31211996	INSULATED GATE SEMICONDUCTOR DEVICE AND METHOD THEREFOR
28211996	METHOD OF FORMING AN ALLOWED DRAIN FIELD EFFECT TRANSISTOR AND DEVICE FORMED
01211996	LATCH-RESISTANT INSULATED GATE SEMICONDUCTOR DEVICE AND METHOD OF MANUFACTURE
06211996	SEMICONDUCTOR LEADFRAME STRUCTURE AND METHOD OF MANUFACTURING THE SAME
30211996	SEMICONDUCTOR DEVICE HAVING HIGH VOLTAGE PROTECTION CAPABILITY
23211996	PEAK VOLTAGE AND PEAK SLOPE DETECTOR FOR A BATTERY CHARGER CIRCUIT

TRADEMARK
REEL: 001959 FRAME: 0569

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: JAPAN

<u>App.No</u>	<u>Title</u>
278E1996	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT
1330E1996	HIGH VOLTAGE CURRENT LIMITER AND METHOD FOR MAKING
030C1996	METHOD FOR BALANCING POWER SOURCES AND STRUCTURE THEREFOR
2680E1996	METHOD OF ETCHING A SEMICONDUCTOR SUBSTRATE
1330E1996	HIGH SIDE CURRENT SENSE AMPLIFIER
188E1996	METHOD OF MANUFACTURING A SEMICONDUCTOR DEVICE AND THERMO-COMPACTION STRUCTURE
257E1997	LOW VOLTAGE OPERATIONAL AMPLIFIER INPUT STAGE AND METHOD
207E1997	VOLTAGE AND CURRENT REFERENCE CIRCUIT
288E1997	INDUCTIVE DRIVER CIRCUIT AND METHOD THEREFOR
015E1997	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSDUCANCE FUNCTION
198E1997	LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD
198E1997	METHOD FOR SYNCHRONIZING SIGNALS AND STRUCTURES THEREFOR
107E1998	LINEARITY ENHANCEMENT CIRCUIT AND PROCESS FOR FILTERING AN INPUT SIGNAL
198E1998	ELECTRICAL CONTACT AND FORMATION METHOD
033E1998	POWER CONVERSION INTEGRATED CIRCUIT AND METHOD FOR PROGRAMMING
108E1998	BANDGAP REFERENCE CIRCUIT AND METHOD
227E1998	SEMICONDUCTOR CONTACT AND METHOD THEREFOR
187E1999	SEMICONDUCTOR DEVICE AND METHOD FOR FABRICATING THE SAME
098E1999	POWER SWITCHING TRENCH MOSFET HAVING ALIGNED SOURCE REGIONS AND METHOD OF
013E1999	METHOD OF MANUFACTURING ELECTRONIC COMPONENTS

TRADEMARK
REEL: 001959 FRAME: 0570

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: KOREA SOUTH

<u>App. Dt</u>	<u>Title</u>
11JUL1996	POWER SUPPLY
23JUL1991	AMPLIFIER HAVING TWO OPERATING MODES
22NOV1994	TRANSISTOR WITH COMMON BASE REGION
29JUL1996	VERTICAL IGFET CONFIGURATION HAVING LOW ON-RESISTANCE AND METHOD
04APR1995	CIRCUIT AND METHOD FOR ADJUSTING A PULSE WIDTH OF A SIGNAL
01AUG1995	ELECTROSTATIC DISCHARGE PROTECTION DEVICE AND METHOD OF FORMING
25OCT1995	INPUT STAGE FOR CMOS OPERATIONAL AMPLIFIER AND METHOD THEREOF
29FEB1996	CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL
29FEB1996	SEMICONDUCTOR LEADFRAME STRUCTURE COMPATIBLE WITH DIFFERING BOND WIRE MATERIALS
30MAY1996	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT
18MAY1997	LOW VOLTAGE OPERATIONAL AMPLIFIER INPUT STAGE AND METHOD
08JUL1997	VOLTAGE AND CURRENT REFERENCE CIRCUIT
03FEB1997	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSMIMPEDANCE FUNCTION
18MAY1997	LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD
18MAY1998	BANDGAP REFERENCE CIRCUIT AND METHOD

TRADEMARK
REEL: 001959 FRAME: 0571

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: MALAYSIA

App. No.
05061994

Title
PULSED BATTERY CHARGER CIRCUIT

TRADEMARK
REEL: 001959 FRAME: 0572

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: PATENT COOPERATION TREATY

App. Dt

Title

26MRL998

BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY

18MRL999

POWER CONVERTER CIRCUIT AND METHOD FOR CONTROLLING

TRADEMARK
REEL: 001959 FRAME: 0573

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
OF SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: SINGAPORE

App. No.
24JL1991

Title
AMPLIFIER HAVING TWO OPERATING MODES

TRADEMARK
REEL: 001969 FRAME: 0574

SEMICONDUCTOR COMPONENTS INDUSTRIES L.L.C.
ON SEMICONDUCTOR
PATENTS PENDING WORLDWIDE
IN: TAIWAN

<u>App. No.</u>	<u>Title</u>
23MC1996	PEAK VOLTAGE AND PEAK SLOPE DETECTOR FOR A BATTERY CHARGER CIRCUIT
21MR1997	LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD
07AP1998	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY
11MC1997	BANDGAP REFERENCE CIRCUIT AND METHOD

[Form of]

PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement, dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SCG HOLDING CORPORATION ("Holdings"), SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), THE CHASE MANHATTAN BANK, as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent"), and CREDIT LYONNAIS NEW YORK BRANCH, DLJ CAPITAL FUNDING, INC. and LEHMAN COMMERCIAL PAPER INC., as co-documentation agents (in such capacity, the "Documentation Agents") and, together with the Administrative Agent and the Collateral Agent, the "Agents") and (b) the Security Agreement, dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors and the Collateral Agent. Capitalized terms used herein but not defined herein having the respective meanings set forth in the Credit Agreement and the Security Agreement.

The undersigned, a Financial Officer of Holdings, hereby certify to the Agents and each other Secured Party as follows:

1. Names. (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

2. Current Locations. (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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REEL: 001959 FRAME: 0576

(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "*""):

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(c) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(e) Set forth below opposite the name of each Grantor are the names and addresses of all Persons other than such Grantor that have possession of any of the Collateral of such Grantor:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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3. Unusual Transactions. All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. UCC Filings. Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 4 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

5. Schedule of Filings. Attached hereto as Schedule 5 is a schedule setting forth, with respect to the filings described in Section 4 above, each filing and the filing office in which such filing is to be made.

6. Filing Fees. All filing fees and taxes payable in connection with the filings described in Section 4 above have been paid or provided for.

7. Stock Ownership. Attached hereto as Schedule 7 is a true and correct list of all the duly authorized, issued and outstanding Equity Interests of each Subsidiary (including the Borrower) and the record and beneficial owners of such Equity Interests. Also set forth on

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Schedule 7 is each Equity Interest of Holdings and each Subsidiary (including the Borrower) that represents 50% or less of the equity of the entity in which such investment was made.

8. Notes. Attached hereto as Schedule 8 is a true and correct list of all notes held by Holdings and each Subsidiary (including the Borrower) and all intercompany notes between Holdings and each Subsidiary (including the Borrower) and between each Subsidiary (including the Borrower) and each other such Subsidiary (including the Borrower).

9. Advances. Attached hereto as Schedule 9 is (a) a true and correct list of all advances made by Holdings to any Subsidiary (including the Borrower) or made by any Subsidiary (including the Borrower) to Holdings or to any other Subsidiary (including the Borrower), which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to Holdings or any Subsidiary (including the Borrower).

10. Mortgage Filings. Attached hereto as Schedule 10 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the entity that owns such property as such name appears in its certificate of formation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.



IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this
[]th day of [].

SCG HOLDING CORPORATION,

by

Name:

Title: [Financial Officer]

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TRADEMARK
REEL: 001959 FRAME: 0579

SUPPLEMENT NO. [] dated as of [], to the Security Agreement dated as of August 4, 1999, among SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC, a Delaware limited liability company (the "*Borrower*"), SCG HOLDING CORPORATION, a Delaware corporation ("*Holdings*"), each subsidiary of Holdings listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary*" or a "*Guarantor*" and, collectively, the "*Subsidiaries*" or, with Holdings, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and THE CHASE MANHATTAN BANK, a New York banking corporation ("*Chase*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined therein).

A. Reference is made to (a) the Credit Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*"), Chase, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), and Credit Lyonnais New York Branch, DLJ Capital Funding, Inc. and Lehman Commercial Paper Inc., as co-documentation agents, and (b) the Guarantee Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Pursuant to Section 5.12 of the Credit Agreement, each Subsidiary Loan Party that was not in existence or not a Subsidiary Loan Party on the date of the Credit Agreement is required to enter in to this Agreement as a Grantor upon becoming a Subsidiary Loan Party. Section 7.15 of the Security Agreement provides that such Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof except to the extent a representation and warranty expressly relates solely to a specific date in which case such representation and warranty shall be true and correct on such date. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it

and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below, with a copy to the Borrower.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR],

By _____
Name:
Title:
Address:

THE CHASE MANHATTAN BANK, as
Collateral Agent,

By _____
Name:
Title:

LOCATION OF COLLATERAL

Description

Location

[000045.3:4311B:00/02/99--5:01p]

RECORDED: 09/20/1999

**TRADEMARK
REEL: 001969 FRAME: 0583**