

Tab settings 6-5-02

TR



To the Honorable Commissioner of Patents and

102111823

Mail documents or copy thereof.

1. Name of conveying party(ies):

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
5005 EAST MCDOWELL ROAD
PHOENIX, AZ 85008

6-5-02

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

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

3. Nature of conveyance:

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

Execution Date: MAY 6, 2002

2. Name and address of receiving party(ies)

WELLS FARGO BANK MINNESOTA, NATIONAL
ASSOCIATION, AS COLLATERAL AGENT

Name: _____

Internal Address: _____

Street Address: 213 COURT STREET, SUITE 902

City: MIDDLETOWN State: CT ZIP: 06457

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

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

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

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

Name: PENELOPE AGODOA

Internal Address: _____

Street Address: FEDERAL RESEARCH CORPORATION

400 SEVENTH STREET, NW SUITE 101

City: WASHINGTON State: DC ZIP: 20004

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 7340

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

SCOTT ROBINSON

Name of Person Signing

Signature

5/29/02

Date

Total number of pages including cover sheet, attachments, and document: 13

06/05/2002 6TON11

00000236 74334955

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

40.00 OP
300.00 OP

TRADEMARK
REEL: 2518 FRAME: 0357

TRADEMARKS

| Client/Matter | Country | Appln / Reg. No. | Trademark | Owner | Status |
|-------------------------------|---------|------------------|--------------------------------|---------|--|
| 14789-3000 | JP | H04-005942 | ALEXIS | SCI LLC | REGISTERED 5/31/94 Reg. No. 2665571 |
| 14789-3100 | JP | H04-037602 | Bullet-Proof and design | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671366 |
| 14789-3200 | JP | H04-031642 | CHIPSCRETE and design | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671344 |
| 14789-3300 | JP | H04-031643 | DUOWATT | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671345 |
| 14789-3600 | JP | H04-001813 | EpiBase and design | SCI LLC | REGISTERED 5/31/94 Reg. No. 2665557 |
| 14789-3700 | JP | H04-031645 | GEMFET | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671347 |
| 14789-3800 | JP | H04-327328 | HDTMOS | SCI LLC | REGISTERED 3/29/96 Reg. No. 3127040 |
| 14789-3800 | US | 74/334,955 | HDTMOS | SCI LLC | REGISTERED 9/6/94 Reg. No. 1,853,061 Section 8 affidavit accepted Section 15 affidavit acknowledged |
| 14789-3900 | JP | H045-28658 | HVTMOS | SCI LLC | REGISTERED 4/30/96 Reg. No. 3140938 |
| 14789-4000 | JP | H03-028477 | ICePAK and Design | SCI LLC | REGISTERED 12/24/93 Reg. No. 2613933 |
| 14789-4100 | JP | H04-031649 | MHTL | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671348 |
| 14789-4200 | JP | H04-037612 | MOSORB | SCI LLC | REGISTERED 8/31/94 Reg. No. 2693533 |
| 14789-4300 | JP | H04-031651 | MRTL | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671350 |
| 14789-4400 | JP | H04-031652 | MTTL | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671351 |
| 14789-2000 06990-0008-NZ01 | NZ | 311247 | ON SEMICONDUCTOR and Design | SCI LLC | REGISTERED |
| 14789-2000 06990-0008-NZ02 | NZ | 311248 | ON SEMICONDUCTOR and Design | SCI LLC | REGISTERED 8/20 fax from foreign associate confirming instructions to abandon. Marks will register without payment of further fees. |
| 14789-2000 06990-0008-NZ03 | NZ | 311337 | ON SEMICONDUCTOR and Design | SCI LLC | REGISTERED |

Schedule V to the
Security Agreement

| Client/Matter | Country | Appln / Reg. No. | Trademark | Owner | Status |
|--------------------------------|---------|------------------------------------|-----------------------------------|---------|----------------------------------|
| 14789-2000 06990-0008-NZ04 | NZ | 311249 | ON SEMICONDUCTOR and Design | SCI LLC | REGISTERED |
| 14789-2100 06990-0013-AU-01 | AU | 801,296 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/22/99 |
| 14789-2100 06990-0013-CA01 | CA | 1023144 Reg. No. TMA 544,137 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 4/25/01 |
| 14789-2100 | CH | Reg. No. 469425 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-CN01 | CN | 1522141 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 2/14/01 |
| 14789-2100 06990-0013-CZ01 | CZ | 145069 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 11/23/01 |
| 14789-2100 06990-0013-EU01 | EU | 1248913 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED |
| 14789-2100 06990-0013-HU01 | HU | M99 03500 Reg. No. 161574 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 8/25/00 |
| 14789-2100 06990-0013-IL01 | IL | 129291 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-IL02 | IL | 129292 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-IL03 | IL | 129293 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-IL04 | IL | 129294 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-JP01 | JP | 11-66869 Reg. No. 4463133 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 3/30/01 |
| 14789-2100 06990-0013-HK01 | HK | 99/09506 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 No. B00301 |
| 14789-2100 06990-0013-HK02 | HK | 99/09507 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 No. B00302 |
| 14789-2100 06990-0013-HK03 | HK | 99/09508 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 No. B00303 |
| 14789-2100 06990-0013-HK04 | HK | 99/09509 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 No. B00304 |
| 14789-2100 06990-0013-KR01 | KR | 4519990001801 Reg. No. 1622 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED |
| 14789-2100 | MX | 384,540 Reg. No. 651,886 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 4/28/00 |
| 14789-2100 | MX | 384,541 Reg. No. 654,819 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 5/24/00 |
| 14789-2100 | MX | 384,541 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/11/00 |
| 14789-2100 06990-0013-NZ01 | NZ | 313119 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-NZ02 | NZ | 313120 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-NZ03 | NZ | 313121 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-NZ04 | NZ | 313113 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-RO01 | RO | 55391 Reg. No. 40409 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 8/12/99 |
| 14789-2100 06990-0013-SG01 | SG | Reg. No. T9907664E | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/22/99 |
| 14789-2100 06990-00113-SG02 | SG | Reg. No. T9907665C | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/22/99 |
| 14789-2100 | SK | POZ1850-99 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |

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| Client/Matter | Country | Appln / Reg. No. | Trademark | Owner | Status |
|-------------------------------|---------|-------------------------------------|------------------------------------|---------|--|
| 06990-0013-SK01 | | Reg. No. 196293 | and Design II | | 8/15/01 |
| 14789-2100 06990-0013-TW01 | TW | 88-35513 Reg. No. 922736 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 1/1/01 |
| 14789-2100 06990-0013-TW02 | TW | 88-35512 Reg. No. 131118 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 10/16/00 |
| 14789-2100 06990-0013-TW03 | TW | 88-35511 Reg. No. 140384 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 3/16/01 |
| 14789-2100 06990-0013-TW04 | TW | 88-35510 Reg. No. 142739 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 5/1/01 |
| 14789-2100 06990-0013-US0 | US | 75/762,205 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 2/19/02 |
| 14789-2200 | US | 75/803,064 Reg. No. 2,498,925 | ON SEMICONDUCTOR and Design III | SCI LLC | REGISTERED 10/16/01 |
| 14789-2300 | AU | 797800 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 6/17/99 |
| 14789-2300 06990-0010-CA01 | CA | 1019498 Reg. No. TMA 544,226 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 4/30/01 |
| 14789-2300 06990-0010-CA02 | CA | 1026462 Reg. No. TMA 544,075 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 4/24/01 |
| 14789-2300 06990-0010-CH01 | CH | 467767 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-CZ01 | CZ | 143882 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 11/23/01 |
| 14789-2300 | CZ | 161219 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 11/23/01 |
| | | | | | Waiting for registration certificate (per 2/4/02 associate letter) |
| 14789-2300 06990-0010-EU01 | EU | 1213586 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-HU01 | HU | M99 02895 Reg. No. 160266 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 4/3/00. |
| 14789-2300 06990-0010-IL01 | IL | 128681 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-IL02 | IL | 128684 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-IL03 | IL | 128687 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-IL04 | IL | 128690 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-JP01 | JP | 11-58134 Reg. No. 4455705 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 2/23/01 |
| 14789-2300 06990-0010-MX01 | MX | 383,052 Reg. No. 660,241 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 6/26/00 |
| 14789-2300 06990-0010-MX02 | MX | 383,053 Reg. No. 645,644 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 3/22/00 |
| 14789-2300 06990-0010-MX03 | MX | 383,054 Reg. No. 642,018 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 2/22/00 |
| 14789-2300 06990-0010-NZ01 | NZ | 311244 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 6/17/99 |
| 14789-2300 06990-0010-NZ02 | NZ | 311245 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 6/17/99 |
| 14789-2300 06990-0010-NZ03 | NZ | 311336 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 6/18/99 |
| 14789-2300 | NZ | 311246 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |

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| Client/Matter | Country | Appln / Reg. No. | Trademark | Owner | Status |
|-----------------|---------|-------------------------|------------------|---------|-----------------------|
| 06990-0010-NZ04 | | | | | 6/17/99 |
| 14789-2300 | RO | 55064 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-RO01 | | Reg. No. 39179 | | | 7/16/99 |
| 14789-2300 | SK | POZ 1541-99 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-SK01 | | Reg. No. 196963 | | | 10/15/01 |
| 14789-2300 | TW | 8831875 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-TW01 | | Reg. No. 927735 | | | 2/1/01 |
| 14789-2300 | TW | 8854431 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| | | Reg. No. 135661 | | | 1/1/01 |
| | | | | | Assignment from SCGHK |
| 14789-2300 | TW | 8831871 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-TW02 | | Reg. No. 131117 | | | 10/16/00 |
| 14789-2300 | TW | 8831870 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-TW03 | | Reg. No. 140383 | | | 3/16/01 |
| 14789-2300 | TW | 8831869 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-TW04 | | Reg. No. 142673 | | | 5/1/01 |
| 14789-2400 | AU | 797805 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-AU01 | | | | | 6/17/99 |
| 14789-2400 | CA | 1019497 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-CA01 | | Reg. No. TMA 544,102 | | | 4/24/01 |
| 14789-2400 | CA | 1026459 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-CA02 | | Reg. No. TMA 544,091 | | | 4/24/01 |
| 14789-2400 | CN | 9900087847 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-CN01 | | Reg. No. 1505932 | | | 1/14/01 |
| 14789-2400 | CZ | 161220 | ON and Design | SCI LLC | REGISTERED |
| | | | | | 11/23/01 |
| 14789-2400 | EU | Reg. No. 1215409 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-EU01 | | | | | 6/21/99 |
| 14789-2400 | HU | M99 02896 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-HU01 | | Reg. No. 160 090 | | | |
| 14789-2400 | IL | 128683 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-IL01 | | | | | |
| 14789-2400 | IL | 128686 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-IL02 | | | | | |
| 14789-2400 | IL | 128689 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-IL03 | | | | | |
| 14789-2400 | IL | 128692 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-IL04 | | | | | |
| 14789-2400 | MX | 383,047 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-MX01 | | Reg. No. 654,811 | | | 5/24/00 |
| 14789-2400 | MX | 383,050 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-MX02 | | Reg. No. 647569 | | | 3/28/00 |
| 14789-2400 | MX | 383,049 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-MX03 | | Reg. No. 647,568 | | | 3/28/00 |
| 14789-2400 | MX | 383,051 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-MX04 | | Reg. No. 702,293 | | | 6/20/01 |
| 14789-2400 | NZ | 311250 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-NZ01 | | | | | 6/17/99 |
| 14789-2400 | NZ | 311251 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-NZ02 | | | | | 6/17/99 |
| 14789-2400 | NZ | 311338 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-NZ03 | | | | | 6/17/99 |
| 14789-2400 | NZ | 311252 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-NZ04 | | | | | 6/17/99 |
| 14789-2400 | RO | 55066 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-RO01 | | Reg. No. 39180 | | | |
| 14789-2400 | SK | POZ 1543-99 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-SK01 | | Reg. No. 196291 | | | 8/15/01 |
| 14789-2400 | TH | 393321 | ON and Design | SCI LLC | REGISTERED |

Schedule V to the
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| Client/Matter | Country | Appln / Reg. No. | Trademark | Owner | Status |
|--------------------------------|---------|-------------------------------------|--|---------|--|
| 06990-0011-TH01 | | Reg. No. KOR124240 | | | Change of address submitted, awaiting registration of amendment. |
| 14789-2400 06990-0011-TH02 | TH | 393322 Reg. No. BOR11193 | ON and Design | SCI LLC | REGISTERED Change of address submitted, awaiting registration of amendment. |
| 14789-2400 06990-0011-TH03 | TH | 393323 Reg. No. BOR11192 | ON and Design | SCI LLC | REGISTERED Change of address submitted, awaiting registration of amendment. |
| 14789-2400 06990-0011-TH-04 | TH | 393324 Reg. No. BOR11190 | ON and Design | SCI LLC | REGISTERED Change of address submitted, awaiting registration of amendment. |
| 14789-2400 06990-0011-TW01 | TW | 8831873 Reg. No. 916039 | ON and Design | SCI LLC | REGISTERED 12/01/00 |
| 14789-2400 | TW | 8854429 Reg. No. 132289 | ON and Design | SCI LLC | REGISTERED 11/16/00 Assigned from SCGHK |
| 14789-2400 06990-0011-TW02 | TW | 8831872 Reg. No. 129331 | ON and Design | SCI LLC | REGISTERED 9/16/00 |
| 14789-2400 06990-0011-TW03 | TW | 8831865 Reg. No. 129361 | ON and Design | SCI LLC | REGISTERED 9/16/00 |
| 14789-2400 06990-0011-TW04 | TW | 8831864 Reg. No. 134914 | ON and Design | SCI LLC | REGISTERED 12/16/00 |
| 14789-2400 06990-0011-US01 | US | 75/751,051 Reg. No. 2,523,968 | ON and Design | SCI LLC | REGISTERED 1/1/02 |
| 14789-2400 06990-0011-CH01 | CH | 053901999 Reg. No. 491871 | ON and Design | SCI LLC | REGISTERED |
| 14789-2400 | SG | T99/062361 | ON & Design | SCI LLC | REGISTERED 6/18/99 |
| 14789-2800 | US | 76/124179 | ON | SCI LLC | REGISTERED 3/5/02 |
| 14789-90053 | TW | 8854433 Reg. No. 133530 | ONSEMI (stylized) | SCI LLC | REGISTERED 12/1/00 Assigned from SCGHK |
| 14789-90061 | TW | 8854432 Reg. No. 132291 | ON SEMI (stylized) | SCI LLC | REGISTERED 11/16/00 Assigned from SCGHK |
| 14789-907 | CZ | 160376 Reg. No. 238587 | ON & Rendering of Three-Dimensional Design | SCI LLC | REGISTERED 11/23/01 |
| 14789-907 | MX | 474,517 | ON & Rendering of Three-Dimensional Design | SCI LLC | REGISTERED |
| 4789-907 | KR | 45-2000-4428 Reg. No. 4505 | ON & Rendering of Three-Dimensional Design | SCI LLC | REGISTERED 1/9/02 |
| 4789-907 | US | 76/124,177 | ON & Rendering of Three-Dimensional Design | SCI LLC | REGISTERED 2/5/02 |
| 14789-908 | US | 76/124178 Reg. No. 2535981 | ON & Design (claim to color) | SCI LLC | REGISTERED 2/5/02 |
| 14789-90045 | TW | 88-54430 Reg. No. 132290 | Chinese Characters pronounced "An Sun Mei" | SCI LLC | REGISTERED 11/16/00 |
| 14789-4800 | JP | H05-040748 | RAIL-TO-RAIL | SCI LLC | REGISTERED 5/31/96 Reg. #3155695 |

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| Client/Matter | Country | Appln / Reg. No. | Trademark | Owner | Status |
|---------------|---------|------------------|-----------------------------|---------|--|
| 14789-4900 | JP | H03-080097 | SCANSWITCH | SCI LLC | REGISTERED 12/25/96 Reg. #2718302 |
| 14789-5000 | JP | H04-006519 | SENSEFET | SCI LLC | REGISTERED 5/31/94 Reg. No. 2665573 |
| 14789-5100 | JP | H04-037609 | SMALLBLOCK | SCI LLC | REGISTERED 6/29/94 Reg. No. 2673549 |
| 14789-5200 | USA | | SMART REGULATOR | SCI LLC | REGISTERED 10/8/96 Reg. No. 2,006,706 |
| 14789-5300 | USA | | SMART REGULATOR and logo | SCI LLC | REGISTERED 10/8/96 Reg. No. 2,006,707 |
| 14789-5400 | FR | 1474886 | SURMETIC | SCI LLC | REGISTERED 5/14/98 (renewed) Reg. No. 1474886 |
| 14789-5400 | JP | H03-077036 | SURMETIC | SCI LLC | REGISTERED 3/31/94 Reg. No. 2632152 |
| 14789-5500 | JP | H03-077035 | SWITCHMODE | SCI LLC | REGISTERED 12/12/97 Reg. No. 4091503 |
| 14789-5600 | JP | 11-008056 | TMOS | SCI LLC | REGISTERED 6/29/01 Reg. No. 4486454 |
| | | | | | Mark published for opposition in Official Gazette |
| 14789-5600 | BX | 750238 | TMOS | SCI LLC | REGISTERED Reg. No. 485917 |
| 14789-5600 | FI | 4075-6/90 | TMOS | SCI LLC | REGISTERED 4/6/92 Reg. No. 118108 |
| 14789-5600 | FR | 92441837 | TMOS | SCI LLC | REGISTERED 11/16/92 Reg. No. 92441837 |
| 14789-5600 | JP | H04-319400 | TMOS | SCI LLC | REGISTERED 10/31/95 Reg. No. 3082598 |
| 14789-5600 | IT | 41462C/90 | TMOS | SCI LLC | REGISTERED 7/3/93 Reg. No. 601188 |
| 14789-5600 | DE | M67944/9wz | TMOS | SCI LLC | REGISTERED Reg. No. 1184884 |
| 14789-5600 | NO | 90 4072 | TMOS | SCI LLC | REGISTERED 6/24/93 Reg. No. 157233 |
| | | | | | Associate acknowledgement re: assignment received 7/24/00 |
| 14789-5700 | DE | M67943/9 Wz | TMOS (Device) | SCI LLC | REGISTERED 10/11/91 Reg. No. 1181510 |
| 14789-5700 | IT | 41461C/90 | TMOS (Device) | SCI LLC | REGISTERED 7/13/93 Reg. No. 601187 |

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Security Agreement**

| <u>Client/Matter</u> | <u>Country</u> | <u>Appln / Reg. No.</u> | <u>Trademark</u> | <u>Owner</u> | <u>Status</u> |
|----------------------|----------------|-------------------------|------------------|--------------|--|
| 14789-5700 | NO | 90 4073 | TMOS (Device) | SCILLC | REGISTERED 1/9/92 Reg. No. 14856. |
| 14789-5700 | BX | 750237 | TMOS (Device) | SCILLC | REGISTERED 8/8/90 Reg. No. 486145 |
| 14789-5700 | FI | 4076/90 | TMOS (Device) | SCILLC | REGISTERED 4/6/92 Reg. No. 118109 |
| 14789-5700 | FR | 1615067 | TMOS (Device) | SCILLC | REGISTERED 8/14/90 Reg. No. 1615067 Renewed |
| 14789-5900 | JP | H04-031655 | UNIWATT | SCILLC | REGISTERED 5/31/94 Reg. No. 2671353 |
| 14789-6000 | JP | H08-116097 | WAVEFET | SCILLC | REGISTERED 7/3/98 Reg. No. 4162693 |
| 14789-6100 | JP | H04-001817 | ZIP R TRIM | SCILLC | REGISTERED 4/25/97 Reg. No. 2720707 |

ii) Trademarks Registered and Applied For

| <u>App/Reg. Number</u> | <u>Filing Date</u> | <u>Trademark</u> | <u>Owner</u> |
|------------------------|--------------------|--------------------------------|--------------|
| 868128 | 7/27/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 384,538 | 7/26/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/08238 | 8/25/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/08237 | 8/25/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/08235 | 8/25/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/08236 | 8/25/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 4-1999-05472 | 7/29/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| T9907666A | 7/22/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| T9907667Z | 7/22/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 393684 | 7/30/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 393685 | 7/30/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 393686 | 7/30/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 393687 | 7/30/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 9914301 | 9/2/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 75/979,984 | DIV. | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/13079 | 7/21/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/13080 | 7/21/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/13081 | 7/21/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/13082 | 7/21/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 861964 | 06/21/99 | ON SEMICONDUCTOR | SCILLC |
| 99-05696 | 06/28/99 | ON SEMICONDUCTOR | SCILLC |
| 99-05699 | 06/28/99 | ON SEMICONDUCTOR | SCILLC |
| 99-05700 | 06/28/99 | ON SEMICONDUCTOR | SCILLC |
| 99-05701 | 06/28/99 | ON SEMICONDUCTOR | SCILLC |
| 04539 | 06/24/99 | ON SEMICONDUCTOR | SCILLC |
| T99/06242C | | ON SEMICONDUCTOR | SCILLC |
| T99/06244Z | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| T99/06245H | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| 00/20795 | 9/29/00 | ON SEMICONDUCTOR | SCILLC |
| 75/751,026 | 07/14/99 | ON SEMICONDUCTOR | SCILLC |

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| <u>App/Reg. Number</u> | <u>Filing Date</u> | <u>Trademark</u> | <u>Owner</u> |
|------------------------|-------------------------------|--|--------------|
| 75/979745 | Div. | ON SEMICONDUCTOR | SCILLC // |
| 099/10743 | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| 099/10744 | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| 099/10745 | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| 099/10746 | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| 9900087849 | 7/28/99 | ON and Design | SCILLC |
| 861966 | 6/21/99 | ON and Design | SCILLC |
| 99-05698 | 6/24/99 | ON and Design | SCILLC |
| 99-05694 | 6/24/99 | ON and Design | SCILLC |
| 99-05697 | 6/24/99 | ON and Design | SCILLC |
| 99-05695 | 6/24/99 | ON and Design | SCILLC |
| T99/06234B | 6/18/99 | ON and Design | SCILLC |
| T99/06235J | 6/18/99 | ON and Design | SCILLC |
| T99/06236I | 6/18/99 | ON and Design | SCILLC |
| T99/06237G | 6/18/99 | ON and Design | SCILLC |
| 9911485 | 7/16/99 | ON and Design | SCILLC |
| 75/979483 | DIV. | ON and Design | SCILLC 12 |
| 099/10751 | 6/18/99 | ON and Design | SCILLC |
| 099/10752 | 6/18/99 | ON and Design | SCILLC |
| 099/10753 | 6/18/99 | ON and Design | SCILLC |
| 099/10754 | 6/18/99 | ON and Design | SCILLC |
| 76/123470 | 9/7/00 | ONNN | SCILLC 13 |
| 2001031384 | Convention filed 3/7/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2001031385 | Convention filed 3/7/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2001031386 | Convention filed 3/7/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 1928639 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2001/03551 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2001/03552 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2001/03553 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 994350 | Convention filed 3/5/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2000-113820 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 45-2000-4428 | 9/15/00 non- convention | ON & Rendering of Three-Dimensional Design | SCILLC |
| 474,519 | Convention filed 3/7/01 | ON & Rendering of Three - Dimensional Design | SCILLC |
| 474,518 | Convention filed 3/7/01 | ON & Rendering of Three - Dimensional Design | SCILLC |
| 2000/17649 | Convention filed 7/12/00 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2000/17650 | Convention filed 7/12/00 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2000/17651 | Convention filed 7/12/00 | ON & Rendering of Three-Dimensional Design | SCILLC |
| TO1/02961I | Convention | ON & Rendering of Three-Dimensional Design | SCILLC |

| <u>App/Reg. Number</u> | <u>Filing Date</u> | <u>Trademark</u> | <u>Owner</u> |
|------------------------|---|--|--------------|
| | filed 3/5/01 | | |
| TO1/02962G | Convention filed 3/5/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| TO1/02963E | Convention filed 3/5/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| POZ 3403-2000 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 90-7410 | Convention filed Appln. filed 3/6/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 90-7411 | Convention filed Appln. filed 3/6/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 90-7412 | Convention filed Appln. filed 3/6/01 | ON & Rendering of Three-Dimensional Design | SCILLC |

SECURITY AGREEMENT dated as of May 6, 2002, among SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC, a Delaware limited liability company ("*SCI LLC*"), ON SEMICONDUCTOR CORPORATION, a Delaware corporation (the "*Company*" and, together with SCI LLC, the "*Issuers*"), each subsidiary of the Company listed on Schedule I hereto (each such subsidiary individually a "*Subsidiary*" or a "*Guarantor*" and, collectively, the "*Subsidiaries*" or the "*Guarantors*"; the Guarantors and the Issuers are referred to collectively herein as the "*Grantors*") and WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, a national banking association ("*Wells Fargo Bank*"), as trustee under the Indenture referred to below and as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

WITNESSETH:

WHEREAS, pursuant to the terms, conditions and provisions of (a) the Indenture dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Indenture*"), among the Issuers, the Guarantors and Wells Fargo Bank, as trustee (the "*Trustee*"), and (b) the Purchase Agreement dated as of May 1, 2002, among the Issuers, the Guarantors and Credit Suisse First Boston Corporation, Morgan Stanley & Co. Incorporated, Salomon Smith Barney Inc. and J.P. Morgan Securities Inc. (the "*Initial Purchasers*"), the Issuers are issuing \$300,000,000 aggregate principal amount of 12% Senior Secured Notes due 2008 and may issue, from time to time, additional notes in accordance with the provisions of the Indenture (collectively, the "*Notes*") which will be guaranteed on a senior secured basis by each of the Guarantors;

WHEREAS, pursuant to the Security Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time), among the Issuers, each of the subsidiaries of the Company party thereto or which becomes a party thereto pursuant to the Credit Agreement referred to below (together with the Issuers, each a "*Credit Agreement Grantor*" and, collectively, the "*Credit Agreement Grantors*") and JPMorgan Chase Bank (as successor to The Chase Manhattan Bank), a New York banking corporation ("*JPMorgan*"), as collateral agent, the Credit Agreement Grantors have granted to the Senior Agent (as defined below) a first-priority lien and security interest in the Collateral (as defined below) in connection with the Credit Agreement dated as of August 4, 1999, as amended and restated as of April 3, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among SCI LLC, as borrower, the Company, the lenders from time to time party thereto (the "*Lenders*"), JPMorgan, as administrative agent, collateral agent and syndication agent (in such capacity, the "*Senior Agent*") for the Lenders, and Credit Lyonnais New York Branch, Credit Suisse First Boston and Lehman Commercial Paper Inc., as co-documentation agents;

WHEREAS, the Issuers, the Collateral Agent and the Senior Agent have entered into an Intercreditor Agreement, dated as of the date hereof (the "*Intercreditor Agreement*"), pursuant to which the lien and security interest in the Collateral granted by this Agreement are and shall be subordinated in all respects to the lien and security interest in the Collateral granted pursuant to, and all terms and conditions of, the Senior Lender Documents;

WHEREAS, each Grantor is executing and delivering this Agreement pursuant to the terms of the Indenture to induce the Trustee to enter into the Indenture and the Initial Purchasers to purchase the Notes; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants herein contained, and in order to induce the Trustee to enter into the Indenture and the Initial Purchasers to purchase the Notes, each Grantor 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 Indenture.

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 recitals of this Agreement.

“*Discharge of Senior Lender Claims*” shall have the meaning assigned to such term in the Intercreditor 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.

“*First-Lien Termination Date*” shall mean, subject to Section 5.6 of the Intercreditor Agreement, the date on which the Discharge of Senior Lender Claims occurs.

“*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.

“Hedging Agreement” shall mean any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

“Indenture Documents” shall mean the Indenture, the Notes, this Agreement, the other Security Documents and the Intercreditor Agreement, as such agreements may be amended, supplemented or otherwise modified from time to time.

“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.

“Intercreditor Agreement” shall have the meaning assigned to such term in the recitals of this Agreement.

“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; provided that Securities shall not include more than 65% of the issued and outstanding voting stock of any Foreign Subsidiaries.

“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 mean all obligations of the Issuers and the Guarantors under the Indenture, the Notes and the other Indenture Documents, including obligations to the Trustee and the Collateral Agent, whether for payment of principal of, interest on or additional interest, if any, on the Notes and all other monetary obligations of the Issuers and the Guarantors under the Indenture, the Notes and the other Indenture Documents, whether for fees, expenses,

indemnification or otherwise.

“*Other Second-Lien Obligations*” means any Indebtedness, other than the Notes, that is secured by a Permitted Lien, described in clause (a) of the definition thereof set forth in the Indenture, which is secured equally and ratably with the Notes by a second-priority security interest in the Collateral, and that is designated by the Company upon incurrence as “*Other Second-Lien Obligations*”.

“*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 Officer of the Company and SCI LLC.

“*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 the Trustee, the Collateral Agent, each Holder and 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.

“*Senior Lender Claims*” shall have the meaning assigned to such term in the Intercreditor Agreement.

“*Senior Lender Documents*” shall have the meaning assigned to such term in the Intercreditor Agreement.

“*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 definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

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, in accordance with, and to the extent consistent with, the terms of the Intercreditor Agreement, 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 second-priority 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, refile, 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 second-priority 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 second-priority 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 second-priority 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 second-priority 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 a second-priority Security Interest, prior to any other Lien on any of the Collateral, other than (x) Liens securing Senior Lender Claims or (y) any other Permitted Liens.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for (x) Liens securing Senior Lender Claims and (y) any other Permitted Liens to exist under the Indenture. 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 (x) Liens securing Senior Lender Claims and (y) any other Permitted Liens.

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 other than Permitted Liens.

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, in accordance with, and to the extent consistent with, the terms of the Intercreditor Agreement, 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 Senior Agent (or, if the First-Lien Termination Date has occurred, the Collateral Agent) to be held as Collateral pursuant to this Agreement and the Intercreditor Agreement, duly endorsed in a manner satisfactory to the Senior Agent (or, if the First-Lien Termination Date has occurred, 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.

SECTION 4.05. *Taxes; Encumbrances.* In accordance with, and to the extent consistent with, the terms of the Intercreditor Agreement, 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 under the Indenture, 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 Indenture 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 4.05 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 Indenture 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.

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 the Indenture. 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 Indenture or any other Indenture 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 Senior Agent (or, if the First-Lien Termination Date has occurred, 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 prior written consent of the Senior Agent (or, if the First-Lien Termination Date has occurred, the Collateral Agent) 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 with financially sound and reputable insurance companies in such amounts (with no greater risk retention) and against such risks as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations. Subject to the Intercreditor 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. Subject to the Intercreditor Agreement, 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. Subject to the Intercreditor Agreement, all sums disbursed by the Collateral Agent in connection with this Section 4.10, 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 Senior Agent (or, if the First-Lien Termination Date has occurred, 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 Senior Agent (or, if the First-Lien Termination Date has occurred, the Collateral Agent) for the benefit of the Secured Parties and that the Senior 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, in accordance with, and to the extent consistent with, the terms of the Intercreditor Agreement, 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 cancelation 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 Senior Agent (or, if the First-Lien Termination Date has occurred, the Collateral Agent) or its designee for the benefit of the Secured Parties in accordance with the Intercreditor Agreement.

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 Indenture 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 Indenture Document, by law or otherwise.

Notwithstanding anything in this Article V to the contrary, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Article V unless it does so in accordance with, and to the extent consistent with, the terms of the Intercreditor Agreement.

ARTICLE VI

Remedies

SECTION 6.01. *Remedies upon Default.* In accordance with, and to the extent consistent with, the terms of the Intercreditor Agreement, 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, in accordance with, and to the extent consistent with, the terms of the Intercreditor Agreement, 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 9-611 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 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.* In accordance with, and to the extent consistent with, the terms of the Intercreditor Agreement, 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 Trustee or the Collateral Agent (in its capacity as such hereunder or under any other Indenture 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 Trustee or the Collateral Agent hereunder or under any other Indenture 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 Indenture Document and any other amounts due to the Trustee or the Collateral Agent under Section 7.07 of the Indenture;

SECOND, to the payment in full of the Obligations owed to the Holders and any Other Second-Lien Obligations owed to holders of such Indebtedness (the amounts so

applied to be distributed among the Holders and any holders of Other Second-Lien Obligations pro rata in accordance with the amounts of the Obligations owed to Holders and Other Second-Lien Obligations owed to holders of such Indebtedness 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. The Collateral Agent may fix a record date and payment date for any payment to Holders pursuant to this Section 6.02. At least 15 days before such record date, the Collateral Agent shall mail to each Holder and the Issuers a notice that states the record date, the payment and amount to be paid. 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.* In accordance with, and to the extent consistent with, the Intercreditor Agreement, 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 (if the First-Lien Termination Date has occurred), 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 12.02 of the Indenture. 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 Company.

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 Indenture, any other Indenture 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 Indenture, any other Indenture 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 purchase and resale of the Notes by the Initial Purchasers, regardless of any investigation made by the Initial Purchasers 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 Indenture 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.* In accordance with, and to the extent consistent with, the terms of the Intercreditor Agreement, (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 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 Indenture Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent, the Trustee, the Holders and each Affiliate of the foregoing Persons (each such Person being called an "*Indemnitee*") 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 Indenture Document, the consummation of the transactions contemplated hereby, the repayment of any of the Notes, the invalidity or unenforceability of any term or provision of this Agreement or any other Indenture Document, or any investigation made by or on behalf of the Collateral Agent or any Holder. 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 Trustee and the Holders under the other Indenture 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 Indenture 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 (i) in accordance with the Indenture 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, or (ii) as otherwise provided in the Intercreditor 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 INDENTURE 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 INDENTURE 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 Indenture 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 Trustee or any Holder may otherwise have to bring any action or proceeding relating to this Agreement or the other Indenture 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 Indenture 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.* (a) This Agreement and the Security Interest shall terminate at the time provided in Section 10.08 of the Indenture 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, including, without limitation, authorization for the Grantors to file Uniform Commercial Code termination statements, 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 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 Guarantor pursuant to a transaction permitted under the Indenture, 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.

(b) If any of the Collateral shall become subject to the release provisions set forth in Section 10.03 of the Indenture or Section 5.1 of the Intercreditor Agreement, such Collateral shall be automatically released from the Security Interest to the extent provided in Section 10.03 of the Indenture or Section 5.1 of the Intercreditor Agreement, as applicable. 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 Grantor shall reasonable request to evidence the termination of the Security Interest in such Collateral.

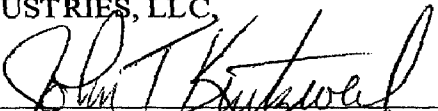
SECTION 7.15. *Additional Grantors.* If, pursuant to Sections 4.11 and 11.06 of the

to enter in to this Agreement as a Grantor, upon execution and delivery by the Collateral Agent and such 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.

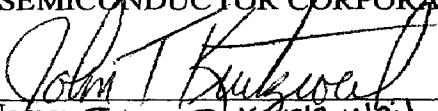
SECTION 7.16. *Subject to Intercreditor Agreement.* Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

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: John T. Kurtzweil
Title: Chief Financial Officer

ON SEMICONDUCTOR CORPORATION,

By 
Name: John T. Kurtzweil
Title: Chief Financial Officer

EACH OF THE OTHER GUARANTORS
LISTED ON SCHEDULE I HERETO,

By 
Name: John T. Kurtzweil
Title: Chief Financial Officer

WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION, as Collateral
Agent,

By _____
Name:
Title:

Indenture, the Company is required to cause any Subsidiary of the Company that is not a Grantor to enter in to this Agreement as a Grantor, upon execution and delivery by the Collateral Agent and such 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.

SECTION 7.16. *Subject to Intercreditor Agreement.* Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

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:
Title:

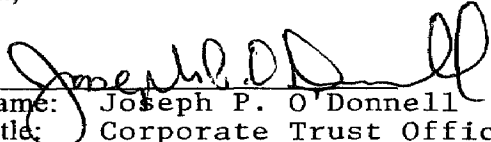
ON SEMICONDUCTOR CORPORATION,

By _____
Name:
Title:

EACH OF THE OTHER GUARANTORS
LISTED ON SCHEDULE I HERETO,

By _____
Name:
Title:

WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION, as Collateral
Agent,

By 
Name: Joseph P. O'Donnell
Title: Corporate Trust Officer

GUARANTORS

| <u>Guarantors</u> | <u>Address</u> |
|---|---|
| SCG International Development LLC | 5005 East McDowell Road Phoenix, AZ 85008 |
| SCG (Malaysia SMP) Holding Corporation | 5005 East McDowell Road Phoenix, AZ 85008 |
| SCG (Czech) Holding Corporation | 5005 East McDowell Road Phoenix, AZ 85008 |
| SCG (China) Holding Corporation | 5005 East McDowell Road Phoenix, AZ 85008 |
| Semiconductor Components Industries Puerto Rico, Inc. | 5005 East McDowell Road Phoenix, AZ 85008 |
| Semiconductor Components Industries of Rhode Island, Inc. | 2000 South County Trail East Greenwich, RI 02818 |
| Semiconductor Components Industries International of Rhode Island, Inc. | 2000 South County Trail East Greenwich, RI 02818 |

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| <u>Docket Number</u> | <u>Owner</u> | <u>Reg. #</u> | <u>Reg. Dt.</u> | <u>App.#</u> | <u>App.Dt.</u> | <u>Title</u> |
|----------------------|--|---------------|-----------------|--------------|----------------|--|
| ONMW 00001 | USA Y SCI-LLC | | | | 1 | Voltage Reference K16A |
| ONMW 00002 | USA Y SCI-LLC | MW 15-282 | 7/17/2000 | | 2 7/6/2000 | Boost Regulator No. 5174 Die No. 8354 |
| ONMW 00003 | USA Y SCI-LLC | MW 15-251 | 7/17/2000 | | 3 7/6/2000 | Boost Regulator No. 5173, Die No. 8353 |
| ONMW 00004 | USA Y SCI-LLC | MW 15-283 | 7/17/2000 | | 4 7/6/2000 | Boost Regulator No. 5172, Die No. 8352 |
| ONMW 00005 | USA Y SCI-LLC | MW 15-250 | 7/17/2000 | | 5 7/6/2000 | Boost Regulator No. 5171, Die No. 8351 |
| ONMW 00006 | USA Y ON Semiconductor Corporation | MW 15-318 | 8/28/2000 | | 6 8/14/2000 | Two Face Buck Controller with Integrated Gate Drive 4 bit D.A.C. No. 5302, Die No. 8411-1 |
| ONMW 00007 | USA Y ON Semiconductor Corporation | MW 15-319 | 8/28/2000 | | 7 8/14/2000 | Three Face Buck Controller with Integrated Gate Drive 5 bit D.A.C. No. 5303, Die No. 7971-6 |
| ONMW 00008 | USA Y ON Semiconductor Corporation | MW 15-320 | 8/28/2000 | | 8 8/14/2000 | Two Face Buck Controller with Integrated Gate Drive 5 bit D.A.C. No. 5322, Die No. 8412-1 |
| ONMW 00009 | USA Y ON Semiconductor Corporation | | | ONMW 00009 | 1/12/2001 | CURRENT MODULAR INTERFACE CONTROLLER NO. CS69131, DIE NO. 773-5 |
| ONMW 00010 | USA Y ON Semiconductor Corporation | | | ONMW 00010 | 1/12/2001 | INTERFACE CONTROL ASIC NO CS69132, DIE NO. 774-7 |
| ONMW 00011 | USA Y ON Semiconductor Corporation | | | ONMW 00011 | 1/12/2001 | ASIC TRANSMISSION RELAY OUTPUT NO 68138, DIE NO 789-7 |
| ONMW 00012 | USA Y ON Semiconductor Corporation | | | ONMW 00012 | 1/12/2001 | TRIPLE AIR CORE DRIVER NO CS4122, DIE NO. 839-1 |
| ONMW 00013 | USA Y SCI-LLC | MW 7823 | 3/12/1992 | MP00191P | | 100E101 4-Bit 4 Input OR/NOR Gate |
| ONMW 00014 | USA Y SCI-LLC | MW 7746 | 1/21/1992 | MP00192P | 1/21/1992 | 100E104 5-Bit 2 Input AND/NAND Gate |
| ONMW 00015 | USA Y SCI-LLC | MW 7747 | 1/21/1992 | MP00193P | | 100E107 5-Bit 2 Input XOR/XNOR Gate |
| ONMW 00016 | USA Y SCI-LLC | MW 7730 | 2/5/1992 | MP00216P | 2/5/1992 | 100E166 9-Bit Magnitude Comparator |
| ONMW 00017 | USA Y SCI-LLC | MW 7824 | 3/12/1992 | MP00219P | | 10E193 Error and Correction Circuit |
| ONMW 00018 | USA Y SCI-LLC | MW 7822 | 3/12/1992 | MP00220P | | 100E193 Error and Detection Circuit |
| ONMW 00019 | USA Y SCI-LLC | MW 7744 | 1/21/1992 | MP00227P | | 10E336 3-Bit Registered Cutoff BUS Transceiver 25- OHM CutoffOutputs |
| ONMW 00020 | USA Y SCI-LLC | MW 7745 | 1/21/1992 | MP00228P | 1/21/1992 | 100E336 3-Bit Registered Cutoff BUS Transceiver 25- OHM Cutoff Outputs |
| ONMW 00021 | USA Y SCI-LLC | MW 7177 | 6/28/1991 | MP00230P | | XC63615 Integrated Circuit |
| ONMW 00022 | USA Y SCI-LLC | MW 7176 | 6/28/1991 | MP00231P | | SC63633 Integrated Circuit |
| ONMW 00023 | USA Y SCI-LLC | MW 7178 | 6/28/1991 | MP00232P | | SC63635 Integrated Circuit |
| ONMW 00024 | USA Y SCI-LLC | MW 7175 | 6/28/1991 | MP00233P | | XC63645 Integrated Circuit |

| | | | | | | |
|------------|-------|------------------------------|----------|--------------------|------------|--|
| ONMW 00025 | USA Y | SCI-LLC | MW 7731 | 2/5/1992 MP00255P | | 100E157 4-Bit Individual Select 2:1 MUX |
| ONMW 00026 | USA Y | SCI-LLC | MW 7727 | 2/5/1992 MP00257P | | 100E164 16:2 MUX |
| ONMW 00027 | USA Y | SCI-LLC | MW 7726 | 2/5/1992 MP00258P | 2/5/1992 | 10E175 - 9-BIT LATCH |
| ONMW 00028 | USA Y | SCI-LLC | MW 7728 | 2/5/1992 MP00259P | | 100E175 - 9-BIT LATCH |
| ONMW 00029 | USA Y | SCI-LLC | MW 7795 | 2/12/1992 MP00256P | 8/9/1991 | 10E164 - 16:2 MUX |
| ONMW 00030 | USA Y | SCI-LLC | MW 9-856 | 3/7/1994 MP00267P | | XC63660FN CLOCK CHIP INTEGRATED CIRCUIT |
| ONMW 00031 | USA Y | ON Semiconductor Corporation | | ONMW 00031 | 12/18/2000 | Enhanced PWM Controller, ML-8641-0 |
| ONMW 00032 | USA Y | ON Semiconductor Corporation | | ONMW 00032 | 12/18/2000 | Two phase Buck Controller, ML-8413-0 |
| ONMW 00033 | USA Y | ON Semiconductor Corporation | | ONMW 00033 | 12/18/2000 | Enhanced PWM Controller, ML-8642-0 |
| ONMW 00034 | USA Y | ON Semiconductor Corporation | | ONMW 00034 | 12/18/2000 | Enhanced PWM Controller, ML-8643-0 |
| ONMW 00035 | USA Y | ON Semiconductor Corporation | | ONMW 00035 | 12/18/2001 | Enhanced PWM Controller, ML-8644-0 |
| ONMW 00036 | USA Y | ON Semiconductor Corporation | | ONMW 00036 | 12/18/2000 | Buck Regulator, ML-7241-8 |
| ONMW 00037 | USA Y | ON Semiconductor Corporation | | ONMW 00037 | 12/18/2000 | Buck Regulator, ML-7242-3 |
| ONMW 00038 | USA Y | ON Semiconductor Corporation | | ONMW 00038 | 12/18/2000 | Buck Regulator, ML-7243-2 |
| ONMW 00039 | USA Y | ON Semiconductor Corporation | | ONMW 00039 | 12/18/2001 | Buck Regulator, ML-7244-2 |
| ONMW 00040 | USA Y | ON Semiconductor Corporation | | ONMW 00040 | 1/12/2001 | CPU 5 BIT SYNCHRONOUS BUCK CONTROLLER DIE NO 859-1 |
| ONMW 00041 | USA Y | ON Semiconductor Corporation | | ONMW 00041 | 3/28/2001 | Dual Out-of-Phase Buck Controller with Current limit D7992-3 |
| ONMW 00042 | USA Y | ON Semiconductor Corporation | | ONMW 00042 | 3/28/2001 | Three Phase Buck Controller with Integrated Drivers and PowerGood D821 |
| ONMW 00043 | USA Y | ON Semiconductor Corporation | | ONMW 00043 | 3/28/2001 | Three Phase Buck Controller without Gate Drivers D8671-0 |
| ONMW 00044 | USA Y | ON Semiconductor Corporation | | ONMW 00044 | | Dual Out-of-Phase Buck Controller with Current Limit D7993-1 |

| <u>Date Registered</u> | <u>Reg. #</u> | <u>Title</u> | <u>Owner</u> | <u>Date Sent</u> | <u>Status</u> | <u>Notes</u> |
|------------------------|---------------|--------------|--------------|------------------|---------------|--------------|
| 09/09/1987 | 2987 | CS-116-1 | SCI-RI | | | |
| 08/25/1986 | 1892 | CS-117-6 | SCI-RI | | | |
| 08/25/1986 | 1887 | CS-117-7 | SCI-RI | | | |
| 06/28/1985 | 1002 | CS-235-3 | SCI-RI | | | |

| | | | | | |
|------------|------|-------------|--------|--------------------|---------------------------|
| 06/28/1985 | 1001 | CS-237-5 | SCI-RI | | |
| 06/28/1985 | 1270 | CS-241-5 | SCI-RI | | |
| 08/25/1986 | 1890 | CS-256 | SCI-RI | | |
| 06/28/1985 | 998 | CS-257-2 | SCI-RI | | |
| 06/28/1985 | 1003 | CS-261 | SCI-RI | | |
| 06/28/1985 | 1004 | CS-262 | SCI-RI | | |
| 06/28/1985 | 1000 | CS-266-V2 | SCI-RI | | |
| 06/28/1985 | 999 | CS-266-V4-1 | SCI-RI | | |
| 08/25/1986 | 1886 | CS-267-4 | SCI-RI | | |
| 06/28/1985 | 1007 | CS-268-2 | SCI-RI | | |
| 08/25/1986 | 1893 | CS-278-3 | SCI-RI | | |
| 08/25/1986 | 1900 | CS-279 | SCI-RI | | |
| 03/11/1988 | 3502 | CS-285-3 | SCI-RI | | |
| 09/22/1988 | 4173 | CS-291-1 | SCI-RI | | |
| 08/25/1986 | 1899 | CS-294 | SCI-RI | | |
| 02/24/1987 | 2340 | CS-308 | SCI-RI | | |
| 08/25/1986 | 1888 | CS-309 | SCI-RI | | |
| 01/27/1987 | 2298 | CS-310-2 | SCI-RI | | |
| 03/11/1988 | 3501 | CS-310-3 | SCI-RI | | |
| 08/25/1986 | 1889 | CS-312 | SCI-RI | | |
| 05/01/1989 | 4617 | CS-318 | SCI-RI | | |
| 11/07/1988 | 4143 | CS-320 | SCI-RI | | |
| 10/06/1989 | 5285 | CS-322 | SCI-RI | | |
| 02/24/1987 | 2343 | CS-326 | SCI-RI | | |
| 05/23/1988 | 3847 | CS-329-3 | SCI-RI | | |
| 02/24/1987 | 2341 | CS-330 | SCI-RI | | |
| 02/24/1987 | 2342 | CS-332-3 | SCI-RI | | |
| | | CS-334 | SCI-RI | 03/21/1989 Delayed | letter of delay 5/5/89 |
| 03/11/1988 | 3497 | CS-335 | SCI-RI | | |
| 05/01/1989 | 5324 | CS-341 | SCI-RI | | |
| 07/06/1987 | 2748 | CS-342 | SCI-RI | | |
| 07/06/1987 | 2749 | CS-343 | SCI-RI | | |
| 09/22/1988 | 4174 | CS-346 | SCI-RI | | |
| 09/22/1988 | 4175 | CS-347 | SCI-RI | | |
| | | CS-348 | SCI-RI | 03/09/1988 | |
| 10/06/1989 | 5286 | CS-353 | SCI-RI | | |
| 05/04/1990 | 5925 | CS-365 | SCI-RI | | |
| 04/04/1989 | 4482 | CS-403-2 | SCI-RI | | |
| 12/26/1989 | 5547 | CS-408 | SCI-RI | | |
| 11/21/1989 | 5340 | CS-409 | SCI-RI | | |
| 10/30/1989 | 5258 | CS-411-1 | SCI-RI | | |
| 09/10/1991 | 8016 | CS-414-2 | SCI-RI | | |
| 05/01/1989 | 4616 | CS-420-2 | SCI-RI | | |
| 05/04/1990 | 5926 | CS-429-1 | SCI-RI | | |
| | | CS-430 | SCI-RI | 08/10/1988 | |
| 04/04/1989 | 4481 | CS-431-1 | SCI-RI | | |
| 10/06/1989 | 5284 | CS-431-2 | SCI-RI | | |
| 03/15/1991 | 7092 | CS-434 | SCI-RI | | |

| | | | | |
|------------|--------|-----------|--------|---|
| 04/04/1989 | 4484 | CS-437 | SCI-RI | |
| 04/04/1989 | 4483 | CS-438 | SCI-RI | |
| 05/04/1990 | 5924 | CS-441-1 | SCI-RI | |
| 04/08/1994 | 9-982 | D-447-2 | SCI-RI | first sent 2/16/94 |
| 07/24/1990 | 6132 | CS-462-1 | SCI-RI | |
| 03/09/1992 | 7889 | D-463-1 | SCI-RI | |
| 02/10/1993 | 8782 | CS-463-2 | SCI-RI | |
| 06/03/1991 | 7090 | CS-464-2 | SCI-RI | |
| | 7562 | CS-466 | SCI-RI | 11/18/91 |
| 11/25/1991 | 7561 | CS-467 | SCI-RI | |
| 11/25/1991 | 7560 | D-468 | SCI-RI | |
| 09/10/1991 | 7360 | CS-474 | SCI-RI | |
| 06/03/1991 | 7089 | D-484-1 | SCI-RI | |
| 03/09/1992 | 7887 | D-485-1 | SCI-RI | |
| 02/10/1993 | 8794 | D-504-5 | SCI-RI | |
| 02/10/1993 | 8791 | D-513-3 | SCI-RI | |
| 01/24/1994 | 9-681 | D-513-4 | SCI-RI | |
| 03/04/1994 | 9-767 | D-522-1 | SCI-RI | |
| | | D-526-5 | SCI-RI | nothing in file |
| 02/08/1989 | 4426 | CS-541-3 | SCI-RI | |
| 08/19/1995 | 11-003 | D-565-2 | SCI-RI | |
| | 3-496 | CS-570-1 | SCI-RI | 03/09/88 |
| 11/14/1994 | 10-512 | D-573 | SCI-RI | |
| 12/12/1995 | 11-487 | D-577-1 | SCI-RI | also labeled CSC015 |
| 09/08/1986 | 1948 | CS-593-5 | SCI-RI | |
| 09/08/1986 | 1947 | CS-594 | SCI-RI | registered with CS595-5 |
| 09/08/1986 | 1947 | CS-595-5 | SCI-RI | registered with CS594 |
| 06/19/1995 | 11-001 | D-597-4 | SCI-RI | |
| 12/12/1995 | 11-485 | D-601-2 | SCI-RI | also labeled CS8230 |
| 03/26/1996 | 12-068 | D-629-1 | SCI-RI | |
| 03/03/1997 | 12-728 | D-636-V0 | SCI-RI | |
| 03/03/1997 | 12-727 | D-637-V1 | SCI-RI | |
| 03/03/1997 | 12-726 | D-657-V2 | SCI-RI | |
| 08/25/1986 | 1898 | CS-1009-1 | SCI-RI | |
| 08/25/1997 | 13-310 | CS-1034 | SCI-RI | also labeled D700 |
| 01/21/1998 | 13-777 | CS-1044 | SCI-RI | also labeled D677-3 |
| 06/12/1985 | 814 | CS-1101 | SCI-RI | |
| | | CS-1107 | SCI-RI | 03/12/99 Pending also labeled D7152-0 |
| 02/16/1999 | 14-381 | CS-1108 | SCI-RI | also labeled D7151-1 |
| | | CS-1124 | SCI-RI | 09/03/99 Pending also labeled |

D729

| | | | | | |
|------------|--------|--------------|--------|------------|---------------------------|
| 06/12/1985 | 823 | CS-1406 | SCI-RI | | |
| 03/11/1985 | 3498 | CS-1708-1 | SCI-RI | | |
| 06/12/1985 | 817 | CS-2031 | SCI-RI | | |
| 06/14/1985 | 803 | CS-2032 | SCI-RI | | |
| 08/02/1993 | 9058 | CS-2037-A | SCI-RI | | |
| 12/07/1998 | 14-315 | CS-2064 | SCI-RI | | also labeled D720-4 |
| 06/12/1985 | 822 | CS-2510 | SCI-RI | | |
| 06/14/1985 | 804 | CS-2511 | SCI-RI | | |
| | | CS-2512 | SCI-RI | 06/28/1985 | |
| | | CS-2515 | SCI-RI | 06/28/1985 | |
| 08/14/1985 | 806 | CS-2804 | SCI-RI | | |
| 06/12/1985 | 815 | CS-2805 | SCI-RI | | |
| 06/12/1985 | 813 | CS-3102 | SCI-RI | | |
| 06/12/1985 | 820 | CS-3208 | SCI-RI | | |
| 06/12/1985 | 811 | CS-3210 | SCI-RI | | |
| 06/14/1985 | 805 | CS-3213 | SCI-RI | | |
| 06/12/1985 | 825 | CS-3215-A | SCI-RI | | |
| 06/12/1985 | 816 | CS-3216 | SCI-RI | | |
| 06/12/1985 | 829 | CS-3217 | SCI-RI | | |
| 06/12/1985 | 818 | CS-3218 | SCI-RI | | |
| 06/12/1985 | 826 | CS-3219 | SCI-RI | | |
| 06/12/1985 | 828 | CS-3220 | SCI-RI | | |
| 06/12/1985 | 808 | CS-3221 | SCI-RI | | |
| 06/28/1985 | 1006 | CS-3470-4 | SCI-RI | | |
| 06/28/1985 | 1008 | CS-3484-V2-2 | SCI-RI | | |
| 06/28/1985 | 1005 | CS-3484-V4-2 | SCI-RI | | |
| 06/12/1985 | 807 | CS-3602 | SCI-RI | | |
| 06/12/1985 | 810 | CS-3603 | SCI-RI | | |
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| 06/12/1985 | 827 | CS-3606 | SCI-RI | | |
| 06/12/1985 | 824 | CS-3607 | SCI-RI | | |
| 06/12/1985 | 809 | CS-3608 | SCI-RI | | |
| | | CS-3609 | SCI-RI | 06/28/1985 | |
| 06/12/1985 | 819 | CS-3612 | SCI-RI | | |
| 03/05/1987 | 2408 | CS-3841 | SCI-RI | | |
| 03/11/1988 | 3500 | CS-3841-1 | SCI-RI | | |
| 02/10/1993 | 8793 | D-3841-2 | SCI-RI | | |
| 03/05/1987 | 2407 | CS-3843-2 | SCI-RI | | |
| 03/11/1988 | 3499 | CS-3843-4 | SCI-RI | | |
| 12/09/1993 | 9-581 | CS-3845-B | SCI-RI | | also labeled D552 |
| 06/12/1985 | 812 | CS-4002 | SCI-RI | | |
| | | CS-4044 | SCI-RI | Pending | also labeled Die 742-2 |
| | | CS-4124 | SCI-RI | 03/10/1998 | also labeled D557-3 |

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| 02/10/1993 | 8796 | CS-4151 | SCI-RI | |
| 06/20/1988 | 3873 | CS-4294 | SCI-RI | |
| 03/04/1994 | 9-768 | D-4711 | SCI-RI | |
| 03/28/1994 | 9-870 | D-4791-6 | SCI-RI | |
| 03/28/1994 | 9-871 | D-4792 | SCI-RI | |
| 03/09/1992 | 7888 | CS-4881-2 | SCI-RI | |
| 03/28/1996 | 12-053 | CS-5014-2 | SCI-RI | |
| 09/19/1997 | 13-390 | CS-5054 | SCI-RI | also labeled D627-5 |
| 01/08/1998 | 13-630 | CS-5106 | SCI-RI | also labeled D4- 685G-1 |
| 12/02/1997 | 13-546 | CS-5111 | SCI-RI | also labeled Die 600-7 |
| 04/21/1998 | 13-857 | CS-5127 | SCI-RI | also labeled Die 5753-0 |
| 01/08/1998 | 13-598 | CS-5185 | SCI-RI | also labeled D7111-0 |
| 04/02/1998 | 13-796 | CS-5188 | SCI-RI | also labeled Die 4-7112-0 |
| | | 5170 | SCI-RI | 09/22/1999 Pending also labeled D7191-4 |
| 11/04/1997 | 13-585 | CS-5201-1 | SCI-RI | also labeled D687 |
| 11/04/1997 | 13-559 | CS-5201-3 | SCI-RI | also labeled Die 6873T-1 |
| 10/15/1997 | 13-544 | CS-5202-4 | SCI-RI | also labeled Die 5202-4 |
| 11/04/1997 | 13-584 | CS-5203-1 | SCI-RI | also labeled Die 6872T-1 |
| 11/10/1998 | 14-314 | CS-5203-3DP3 | SCI-RI | also labeled Die 4-6874-0 |
| 07/30/1997 | 13-293 | CS-5207-A1 | SCI-RI | also labeled D684 |
| 11/14/1994 | 10-510 | D-5311-1 | SCI-RI | |
| 11/14/1994 | 10-509 | D-5312-1 | SCI-RI | |
| 11/14/1994 | 10-508 | D-5401-3 | SCI-RI | |
| 04/17/1995 | 10-961 | D-5401-4 | SCI-RI | |
| 06/19/1995 | 11-002 | D-5521 | SCI-RI | |
| 11/14/1994 | 10-511 | D-5541 | SCI-RI | |
| 08/25/1986 | 1891 | CS-5560-4 | SCI-RI | |
| 09/22/1986 | 1981 | CS-5561-4 | SCI-RI | |
| 03/11/1988 | 3504 | CS-5561-6 | SCI-RI | |
| 10/15/1996 | 12-400 | D-5594 | SCI-RI | |
| 10/30/1995 | 11-360 | D-5621-2 | SCI-RI | |
| 10/30/1995 | 11-440 | D-5623-1 | SCI-RI | |
| 10/30/1995 | 11-361 | D-5626-1 | SCI-RI | |
| 04/17/1995 | 10-854 | D-5751-1 | SCI-RI | |
| 04/17/1995 | 10-962 | D-5752-1 | SCI-RI | |
| 10/30/1995 | 11-382 | D-5831 | SCI-RI | |

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| 10/30/1995 | 11-358 | D-5832 | SCI-RI | |
| 02/09/1996 | 11-645 | D-6101-3 | SCI-RI | also labeled CS8251 |
| 10/15/1996 | 12-401 | D-6611 | SCI-RI | |
| 05/20/1998 | 13-906 | CS-8164 | SCI-RI | also labeled D5153T-1 |
| 02/10/1993 | 8795 | CS-8190 | SCI-RI | also labeled D471-5 |
| 03/04/1994 | 9-766 | CS-8191 | SCI-RI | |
| 12/09/1993 | 9-580 | CS-8240 | SCI-RI | |
| 12/09/1993 | 9-579 | CS-8334 | SCI-RI | also labeled D561 |
| 11/04/1997 | 13-583 | CS-9002 | SCI-RI | also labeled Die 703K-1 |
| | | CS-9201 | SCI-RI | Pending Die 7581-3 |
| | | CS-9202 | SCI-RI | Pending Die 7582-2 |
| 08/25/1986 | 1894 | CS-34017-1 | SCI-RI | |
| 08/25/1986 | 1896 | CS-34017-2 | SCI-RI | |
| 08/25/1986 | 1897 | CS-34017-3 | SCI-RI | |
| 08/25/1986 | 1895 | CS-34017-4 | SCI-RI | |
| | | CS-41009-2 | SCI-RI | 03/09/1988 |
| 05/13/1998 | 13-891 | CS-51021 | SCI-RI | also labeled Die 4-6991-3 |
| 05/13/1998 | 13-903 | CS-51022 | SCI-RI | also labeled Die 4-6992-4 |
| 05/13/1998 | 13-889 | CS-51023 | SCI-RI | also labeled Die 4-6993-3 |
| 05/13/1998 | 13-890 | CS-51024 | SCI-RI | also labeled Die 4-6994-3 |
| 01/08/1998 | 13-599 | CS-51031 | SCI-RI | also labeled D695G-1 |
| 01/08/1998 | 13-599 | CS-51033 | SCI-RI | also labeled D695G-1 |
| 11/17/1998 | 14-288 | CS-51254 | SCI-RI | also labeled D4- 7181G-1 |
| 01/13/1999 | 14-368 | CS-51313 | SCI-RI | also labeled 51313/11/12 |
| 11/04/1997 | 13-559 | CS-52015-3 | SCI-RI | also labeled Die 6873T-1 |
| 06/01/1999 | 14-614 | CS-5231-3 | SCI-RI | Die 7921T-3 |
| 09/30/1998 | 14-205 | CS5132DW24 | SCI-RI | DIE - 747-1 |
| 06/01/1999 | 14-631 | CS51221 | SCI-RI | Die 4-7331G-2 |
| 06/14/1999 | 14-748 | CS4044 | SCI-RI | Die 742-2 |
| 09/10/1999 | 14-789 | CS1124 | SCI-RI | (D729) |
| 09/10/1999 | 14-834 | CS8361 | SCI-RI | (D7521-4) |
| 08/22/1999 | 14-835 | CS51227 | SCI-RI | (D7191-4) |
| 10/29/1999 | 14-899 | 5170 | SCI-RI | |
| 04/03/2000 | 15-132 | CS41154 | SCI-RI | D7851-2 |
| 01/03/2000 | 15-133 | CS8481 | SCI-RI | DIE 6345T-0 |

Schedule II to the
Security Agreement

| | | | | | |
|------------|--------|----------|--------|---------|----------------------------|
| 01/03/2000 | 15-134 | CS69153 | SCI-RI | | DIE 762-2 |
| 04/03/2000 | 15-145 | CS2001 | SCI-RI | | (D7711-2) |
| 04/03/2000 | 15-146 | CS9201 | SCI-RI | | D7561-4 |
| 04/03/2000 | 15-147 | CS9202 | SCI-RI | | D7562-3 |
| | | CS-69153 | SCI-RI | Pending | Copy of receipt in file |

LICENSES

| <u>Company</u> | <u>Title of Agreement or Item</u> | <u>Effective Date</u> |
|---|---|-----------------------|
| Texas Instruments Incorporated | Agreement | August 1, 1978 |
| Bose Corporation | Licensing Agreement | January 1, 1987 |
| LSI Logic Corporation | Patent License Agreement | August 1, 1990 |
| Chrysler Corporation | License Agreement for use of Patent No. 4,736,367 | October 1, 1990 |
| IBM Corporation | Agreement | March 1, 1993 |
| Philips Electronics N.V. | License Agreement | January 1, 1994 |
| Chrysler Corporation | License Agreement for use of Patent No. 4,736,367 | December 11, 1994 |
| Microsemi | Motorola - Microsemi Technology Agreement | February 26, 1996 |
| Vitellic (H.K.) Limited | Technology Transfer and Contract Products Supply Agreement | May 26, 1996 |
| Raychem | Joint Development Agreement | April 30, 1997 |
| Stanford University | Nonexclusive Patent Agreement | May 9, 1997 |
| Switch Power Inc. | Alliance and License Agreement | July 30, 1997 |
| Gain Technology Corporation | Gain Technology & Cherry Semiconductor 3-Year Contract for the Development of Integrated Circuit Devices | November 24, 1998 |
| Lemelson Medical, Education and Research Foundation | Licensing Agreement | June 22, 1999 |
| Motorola, Inc. | Amended and Restated Intellectual Property Agreement | August 4, 1999 |
| International Rectifier Corp. | Settlement and License Agreement | January 1, 2000 |
| Integrated Circuit Designs, Inc | Integrated Circuit Designs, Inc. & Cherry Semiconductor 3-Year Contract for the Development of Integrated Circuit Devices | January 17, 2000 |
| Advanced Technological Development | Advanced Technological Development & Cherry Semiconductor 3-Year Contract for the Development of Integrated Circuit Devices | April 1, 2000 |
| Siliconix Inc. | License Agreement | May 7, 2000 |
| Zilog, Inc | Manufacturing License and Product Purchase Agreement | August 30, 2000 |
| Lite-on Semiconductor Corporation | Supplement 02: License Agreement | October 8, 2001 |
| National Semiconductor Corp. | License Agreement | January 9, 2002 |
| Tak Cheong Electronics (Holdings) Co., Ltd. | Double Slug License Agreement | February 1, 2002 |
| Philips Electronics N.V. | Letter dated September 7 1993 | |

PATENTS

| <u>PAT.#</u> | <u>APPLN.#</u> | <u>TITLE</u> | <u>ASSIGNEE</u> |
|--------------|----------------|---|----------------------------|
| | 08/755926 | SEMICONDUCTOR DEVICE AND METHOD OF MAKING | SCI LLC |
| | 08/811414 | ADAPTIVE EQUALIZATION CIRCUIT AND METHOD | SCI LLC |
| | 09/179739 | INSULATED GATE BIPOLAR TRANSISTOR | SCI LLC |
| | 09/210698 | POWER CONVERTER CIRCUIT AND METHOD FOR CONTROLLING | SCI LLC |
| | 09/317348 | CIRCUIT AND METHOD FOR PROTECTING A SWITCHING POWER SUPPLY FROM A FAULT | SCI LLC |
| | 09/425623 | SEMICONDUCTOR DEVICE WITH A SINGLE BASE REGION AND METHOD THEREFOR | SCI LLC |
| | 09/431024 | VOLTAGE REGULATION EMPLOYING A COMPOSITE FEEDBACK SIGNAL | SWITCH POWER INC & SCI LLC |
| | 09/537319 | SWITCHING REGULATOR CONTROL CIRCUIT WITH PROACTIVE TRANSIENT RESPONSE | SCI OF RHODE ISLAND, INC. |
| | 09/580324 | CIRCUIT AND METHOD FOR A PULSE WIDTH MODULATED CONTROLLER IN A SWITCHING POWER | SCI LLC |
| | 09/580560 | LOW VOLTAGE OUTPUT DRIVE CIRCUIT | SCI LLC |
| | 09/608928 | PRIMARY SIDE CONTROLLER FOR CONSTANT CURRENT, CONSTANT VOLTAGE OUTPUT | SCI LLC |
| | 09/633773 | LOW VOLTAGE CMOS REFERENCE WITH IMPROVED PSRR | SCI LLC |
| | 09/636646 | VERTICALLY INSULATED POWER MOSFET | SCI LLC |
| | 09/637206 | TRANSIENT VOLTAGE SUPPRESSOR CONTROLLED BY TEMPERATURE COMPENSATED DIODE | SCI LLC |
| | 09/649368 | TRENCH MOSFET WITH INCREASED CHANNEL DENSITY | SCI LLC |
| | 09/649782 | METHOD OF MANUFACTURING A SEMICONDUCTOR COMPONENT AND SEMICONDUCTOR COMPONENT | SCI LLC |
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| | 09/677610 | LOGIC CIRCUIT WITH OUTPUT HIGH VOLTAGE BOOST AND METHOD OF USING | SCI LLC |
| | 09/690145 | CIRCUIT AND METHOD OF DIRECT DUTY CYCLE CURRENT SHARING | SCI LLC |
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| | 09/707800 | METHOD OF AND APPARATUS FOR PROVIDING INTEGRATED LOW POWER SELF-SUPPLY IN | SCI LLC |
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| 09/845114 | SMART CARD READER CIRCUIT AND METHOD OF MONITORING | SCI LLC |
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| 09/848198 | REDUCED NOISE BAND GAP REFERENCE WITH CURRENT FEEDBACK AND METHOD OF USING | SCI LLC |
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| 09/964727 | SEMICONDUCTOR DEVICE AND METHOD OF PROVIDING REGIONS OF LOW SUBSTRATE | SCI LLC |
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| 09/982392 | SEMICONDUCTOR DEVICE AND METHOD OF MASKING | SCI LLC |
| 10/072145 | SEMICONDUCTOR DEVICE AND METHOD OF PROVIDING REGIONS OF LOW SUBSTRATE | SCI LLC |
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| 4453095 | 399028 ECL MOS BUFFER CIRCUITS | SCI LLC |
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| 4454454 | 494201 MOSFET "H" SWITCH CIRCUITFOR A DC MOTOR | SCI LLC |
| 4553041 | 525196 MONOLITHIC ZERO CROSSING TRIAC DRIVER | SCI LLC |
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| 4670721 | 06/842443 | RELAXATION OSCILLATOR INTEGRATED CIRCUIT HAVING SHORTABLE ZENER DIODES FOR ADJUSTING | SCI OF RHODE ISLAND, INC. |
| 4717890 | 849090 | SYMMETRIC LAYOUT FOR QUAD OPERATIONAL AMPLIFIERS | SCI LLC |
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| 4679006 | 06/863123 | FIFTY-PERCENT DUTY CYCLE RELAXATION OSCILLATOR WITH LATCH-UP PREVENTION CIRCUIT | SCI OF RHODE ISLAND, INC. |
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| 4870472 | 856257 | METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION | SCI LLC |
| 4677368 | 915481 | PRECISION THERMAL CURRENT SOURCE | SCI LLC |
| 4683416 | 915483 | VOLTAGE REGULATOR | SCI LLC |
| 4719559 | 06/922006 | CURRENT-MODE CONTROL OF CAPACITIVELY COUPLED POWER CONVERTERS | SCI OF RHODE ISLAND, INC. |
| 4727912 | 931309 | LEAD STRAIGHTENER AND FLATTENER FOR SEMICONDUCTOR DEVICES | SCI LLC |
| 4721921 | 944048 | AMPLIFIER HAVING IMPROVED GAIN/BANDWIDTH PRODUCT | SCI LLC |
| 4736126 | 946349 | TRIMMABLE CURRENT SOURCE | SCI LLC |
| 4713626 | 947127 | OPERATIONAL AMPLIFIER UTILIZING JFET FOLLOWERS | SCI LLC |
| 4720689 | 06/012887 | HIGH FREQUENCY PRECISION OSCILLATOR WITH SYNCHRONOUS CAPABILITY | SCI OF RHODE ISLAND, INC. |
| 4775879 | 27366 | FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE | SCI LLC |
| 4779062 | 07/030691 | SHORT CIRCUIT CURRENT LIMITER | SCI OF RHODE |

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| 4740742 07/033586 | VOLTAGE REGULATOR START-UP CIRCUIT | ISLAND, INC. SCI OF RHODE ISLAND, INC. |
| 4819122 | 34098 SHORT CIRCUIT CURRENT LIMITER | SCI OF RHODE ISLAND, INC. |
| 4749883 | 33959 CIRCUIT HAVING AN OUTPUT REFERENCED TO A SPECIFIC VOLTAGE IN RESPONSE TO EITHER AN | SCI LLC |
| 4757029 | 45502 METHOD OF MAKING VERTICAL FIELD EFFECT TRANSISTOR WITH PLURALITY OF GATE INPUT | SCI LLC |
| 4928200 07/106698 | OVERCURRENT PROTECTION FOR SWITCHING MODE POWER CONVERTER | SCI OF RHODE ISLAND, INC. |
| 4775643 | 56166 MESA ZENER DIODE AND METHOD OF MANUFACTURE THEREOF | SCI LLC |
| 4791315 07/58049 | CROSS-COUPLED LATCH | SCI OF RHODE ISLAND, INC. |
| 4825144 | 118927 DUAL CHANNEL CURRENT MODE SWITCHING REGULATOR | SCI LLC |
| 4783428 | 124212 METHOD OF PRODUCING A THERMOGENETIC SEMICONDUCTOR DEVICE | SCI LLC |
| 4814852 | 129505 CONTROLLED VOLTAGE DROP DIODE | SCI LLC |
| 4837177 | 138262 BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER | SCI LLC |
| 4820935 07/152643 | MULTIPLE FUNCTION DRIVER CIRCUIT | SCI OF RHODE ISLAND, INC. |
| 4866311 07/172715 | MULTI-FUNCTION CIRCUIT WITH DOUBLE ENDED CHARGING SYSTEM | SCI OF RHODE ISLAND, INC. |
| 4808839 | 177209 POWER FIELD EFFECT TRANSISTOR DRIVER CIRCUIT FOR PROTECTION FROM OVER VOLTAGES | SCI LLC |
| 4868415 | 194356 VOLTAGE LEVEL CONVERSION CIRCUIT | SCI LLC |
| 4829265 | 197784 OPERATIONAL AMPLIFIER | SCI LLC |
| 4871929 | 215978 ECL LOGIC GATE | SCI LLC |
| 4816739 | 232190 DC/DC CONVERTER | SCI LLC |
| 4980579 | 237370 ECL GATE HAVING DUMMY LOAD FOR SUBSTANTIALLY REDUCING SKEW | SCI LLC |
| 4935803 | 242926 SELF-CENTERING ELECTRODE FOR POWER DEVICES | SCI LLC |
| 4994412 | 477397 SELF-CENTERING ELECTRODE FOR POWER DEVICES | SCI LLC |
| 5001545 | 243363 FORMED TOP CONTACT FOR NON-FLAT SEMICONDUCTOR DEVICE | SCI LLC |
| 4948991 | 266613 LOAD CONTROLLED ECL TRANSIENT DRIVER | SCI LLC |
| 4946518 | 322845 METHOD FOR IMPROVING THE ADHESION OF A PLASTIC ENCAPSULANT TO COPPER CONTAINING | SCI LLC |
| 4916332 07/326895 | TIMING AND SUPPLY BIAS CIRCUIT USING ONE CAPACITOR | SCI OF RHODE ISLAND, INC. |
| 4960723 | 330850 SELF ALIGNED VERTICAL FIELD EFFECT TRANSISTOR HAVING AN IMPROVED SOURCE CONTACT | SCI LLC |
| 4946376 | 333938 BACKSIDE METALLIZATION SCHEME FOR SEMICONDUCTOR DEVICES | SCI LLC |
| 4922208 | 334430 OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER | SCI LLC |
| 5006737 | 341881 TRANSFORMERLESS SEMICONDUCTOR AC SWITCH HAVING INTERNAL BIASING MEANS | SCI LLC |
| 5100821 | 632773 SEMICONDUCTOR AC SWITCH | SCI LLC |
| 4885525 07/343844 | VOLTAGE CONTROLLABLE CURRENT SOURCE | SCI OF RHODE ISLAND, INC. |
| 4926073 | 345321 NEGATIVE VOLTAGE CLAMP | SCI LLC |
| 5110761 | 478852 FORMED TOP CONTACT FOR NON-FLAT SEMICONDUCTOR DEVICES | SCI LLC |
| 5087830 | 354574 START CIRCUIT FOR A BANDGAP REFERENCE CELL | SCI LLC |
| 4931750 07/356936 | VOLTAGE CONTROLLED OSCILLATOR | SCI OF RHODE ISLAND, INC. |

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| 4999527 | 07/356886 | ONE-SPOT MULTIVIBRATOR | SCI OF RHODE ISLAND, INC. |
| 4887022 | 07/359513 | UNDER VOLTAGE LOCKOUT CIRCUIT FOR SWITCHING MODE POWER SUPPLY | SCI OF RHODE ISLAND, INC. |
| 5006736 | 365403 | CONTROL CIRCUIT FOR RAPID GATE DISCHARGE | SCI LLC |
| 4970173 | 489853 | HIGH VOLTAGE VERTICAL FIELD EFFECT TRANSISTOR WITH IMPROVED SAFE OPERATING AREA | SCI LLC |
| 4998029 | 374722 | DUAL SUPPLY ECL TO TTL TRANSLATOR | SCI LLC |
| 5038054 | 380064 | PROTECTED DARLINGTON TRANSISTOR ARRANGEMENT | SCI LLC |
| 4965466 | 381871 | SUBSTRATE INJECTION CLAMP | SCI LLC |
| 5025298 | 397052 | SEMICONDUCTOR STRUCTURE WITH CLOSELY COUPLED SUBSTRATE TEMPERATURE SENSE | SCI LLC |
| 5075259 | 396713 | METHOD FOR FORMING SEMICONDUCTOR CONTACTS BY ELECTROLESS PLATING | SCI LLC |
| 5100829 | 648072 | SEMICONDUCTOR STRUCTURE WITH CLOSELY COUPLED SUBSTRATE TEMPERATURE SENSE | SCI LLC |
| 4977107 | 397206 | METHOD FOR MANUFACTURING SEMICONDUCTOR RECTIFIER | SCI LLC |
| 4939393 | 415846 | AN ECL TO TTL/CMOS TRANSLATOR USING A SINGLE POWER SUPPLY | SCI LLC |
| 5027010 | 417137 | TTL OUTPUT DRIVER HAVING AN INCREASED HIGH OUTPUT LEVEL | SCI LLC |
| 5012139 | 428671 | FULL WAVE RECTIFIER/AVERAGING CIRCUIT | SCI LLC |
| 5006975 | 07/431598 | POWER FACTOR CORRECTION CIRCUIT | SCI OF RHODE ISLAND, INC. |
| 5060047 | 630804 | HIGH VOLTAGE SEMICONDUCTOR DEVICE | SCI LLC |
| 5008736 | 438382 | THERMAL PROTECTION METHOD FOR A POWER DEVICE | SCI LLC |
| 5119148 | 642717 | FAST DAMPER DIODE AND METHOD | SCI LLC |
| 5059826 | 443790 | VOLTAGE THRESHOLD GENERATOR FOR USE IN DIODE LOAD EMITTER COUPLED LOGIC CIRCUITS | SCI LLC |
| 4994758 | 450954 | ALPHA ENHANCEMENT OF A TRANSISTOR USING BASE CURRENT FEEDBACK TO THE EMITTER | SCI LLC |
| 4958122 | 452080 | CURRENT SOURCE REGULATOR | SCI LLC |
| 4978636 | 456913 | METHOD OF MAKING A SEMICONDUCTOR DIODE | SCI LLC |
| 5066991 | 570200 | METHOD OF MAKING A SEMICONDUCTOR DIODE | SCI LLC |
| 5130262 | 704683 | INTERNAL CURRENT LIMIT AND OVER VOLTAGE PROTECTION METHOD | SCI LLC |
| 5000827 | 459892 | METHOD AND APPARATUS FOR ADJUSTING PLATING SOLUTION FLOW CHARACTERISTICS AT | SCI LLC |
| 5032878 | 459506 | HIGH VOLTAGE PLANAR EDGE TERMINATION USING A PUNCH-THROUGH RETARDING IMPLANT | SCI LLC |
| 5075739 | 660485 | HIGH VOLTAGE PLANAR EDGE TERMINATION USING A PUNCH-THROUGH RETARDING IMPLANT | SCI LLC |
| 4980791 | 474908 | UNIVERSAL POWER SUPPLY MONITOR CIRCUIT | SCI LLC |
| 5005061 | 474889 | AVALANCHE STRESS PROTECTED SEMICONDUCTOR DEVICE HAVING VARIABLE INPUT | SCI LLC |
| 5115369 | 637719 | AVALANCHE STRESS PROTECTED SEMICONDUCTOR DEVICE HAVING VARIABLE INPUT | SCI LLC |
| 4990863 | 481268 | AMPLIFIER OUTPUT STAGE | SCI LLC |
| 4967336 | 484946 | HIGH VOLTAGE BRIDGE INTERFACE FOR AC AND BRUSHLESS DC MOTOR CONTROL | SCI LLC |
| 5077594 | 494652 | INTEGRATED HIGH VOLTAGE TRANSISTORS HAVING MINIMUM TRANSISTOR TO TRANSISTOR | SCI LLC |
| 5192901 | 07/494605 | SHORT CIRCUIT PROTECTION | SCI OF RHODE ISLAND, INC. |
| 5005069 | 516656 | IMPROVED RECTIFIER AND METHOD | SCI LLC |
| 5045964 | 516952 | THERMAL CLAMP FOR AN IGNITION COIL DRIVER | SCI LLC |
| 4980581 | 526267 | DIFFERENTIAL ECL BUS TRI-STATE DETECTION RECEIVER | SCI LLC |
| 5038057 | 529833 | AN ECL TO CMOS LOGIC TRANSLATOR | SCI LLC |

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| 5034705 | 07/530815 | POWER UP AND OSCILLATOR CIRCUIT USING A SINGLE CAPACITOR | SCI OF RHODE ISLAND, INC. |
| 5012126 | 533206 | HIGH SPEED CMOS MULTIPLEXER HAVING REDUCED PROPAGATION DELAY | SCI LLC |
| 5063311 | 533231 | PROGRAMMABLE DELAY CIRCUIT FOR DIGITAL INTEGRATED CIRCUITS | SCI LLC |
| 5015942 | 07/534770 | POWER FACTOR CORRECTION CIRCUIT | SCI OF RHODE ISLAND, INC. |
| 5001370 | 547257 | HIGH SPEED ECL TO TTL TRANSLATOR HAVING A NON-SCHOTTKY CLAMP FOR THE OUTPUT | SCI LLC |
| 5029295 | 546636 | BANDGAP VOLTAGE REFERENCE USING A POWER SUPPLY INDEPENDENT CURRENT SOURCE | SCI LLC |
| 5141887 | 687192 | LOW VOLTAGE DEEP JUNCTION DEVICE AND METHOD | SCI LLC |
| 5059921 | 558927 | AMPLIFIER HAVING TWO OPERATING MODES | SCI LLC |
| 5059827 | 560916 | ECL CIRCUIT WITH LOW VOLTAGE/FAST PULL-DOWN | SCI LLC |
| 5237183 | 450507 | HIGH REVERSE VOLTAGE IGT | SCI LLC |
| 5066359 | 577183 | METHOD FOR PRODUCING SEMICONDUCTOR DEVICES HAVING BULK DEFECTS THEREIN | SCI LLC |
| 5079453 | 577350 | SLOPE COMPENSATION CIRCUIT FOR STABILIZING CURRENT MODE CONVERTERS | SCI LLC |
| 5057709 | 607961 | A CURRENT THRESHOLD DETECTOR CIRCUIT | SCI LLC |
| 5059923 | 07/607962 | FRACTIONAL LOAD CURRENT DETECTOR | SCI LLC |
| 5038058 | 609560 | BICMOS TTL OUTPUT DRIVER | SCI LLC |
| 5103148 | 609540 | LOW VOLTAGE CIRCUIT TO CONTROL HIGH VOLTAGE TRANSISTOR | SCI LLC |
| 5141889 | 715864 | METHOD OF MAKING ENHANCED INSULATED GATE BIPOLAR TRANSISTOR | SCI LLC |
| 5089427 | 620698 | SEMICONDUCTOR DEVICE AND METHOD | SCI LLC |
| 5119000 | 660185 | LOW NOISE MOTOR DRIVE CIRCUIT | SCI LLC |
| 5148061 | 661152 | ECL TO CMOS TRANSLATION AND LATCH LOGIC CIRCUIT | SCI LLC |
| 5291075 | 590997 | FAULT DETECTION CIRCUIT | SCI LLC |
| 5120998 | 664896 | SOURCE TERMINATED TRANSMISSION LINE DRIVER | SCI LLC |
| 5183769 | 696405 | VERTICAL CURRENT FLOW SEMICONDUCTOR DEVICE UTILIZING WAFER BONDING | SCI LLC |
| 5223732 | 706498 | INSULATED GATE SEMICONDUCTOR DEVICE WITH REDUCED BASE-TO-SOURCE ELECTRODE | SCI LLC |
| 5073850 | 709471 | START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT | SCI LLC |
| 5155052 | 715286 | VERTICAL FIELD EFFECT TRANSISTOR WITH IMPROVED CONTROL OF LOW RESISTIVITY REGION | SCI LLC |
| 5323059 | 966822 | VERTICAL CURRENT FLOW SEMICONDUCTOR DEVICE UTILIZING WAFER BONDING | SCI LLC |
| 5178370 | 740267 | CONDUCTIVITY MODULATED INSULATED GATE SEMICONDUCTOR DEVICE | SCI LLC |
| 5111381 | 743955 | H-BRIDGE FLYBACK RECIRCULATOR | SCI LLC |
| 5257155 | 749020 | SHORT-CIRCUIT PROOF FIELD EFFECT TRANSISTOR | SCI LLC |
| 5140280 | 753129 | RAIL-TO-RAIL OUTPUT STAGE OF AN OPERATIONAL AMPLIFIER | SCI LLC |
| 5153529 | 753128 | RAIL-TO-RAIL INPUT STAGE OF AN OPERATIONAL AMPLIFIER | SCI LLC |
| 5289028 | 787166 | HIGH POWER SEMICONDUCTOR DEVICE WITH INTEGRAL ON-STATE VOLTAGE DETECTION | SCI LLC |
| 5266831 | 790795 | EDGE TERMINATION STRUCTURE | SCI LLC |
| 5365099 | 08/202856 | SEMICONDUCTOR DEVICE HAVING HIGH ENERGY SUSTAINING CAPABILITY AND A TEMPERATURE | SCI LLC |
| 5204562 | 800320 | TURN OFF DELAY REDUCTION CIRCUIT AND METHOD | SCI LLC |
| 5285346 | 806197 | CURRENT DRIVER CONTROL CIRCUIT FOR A POWER DEVICE | SCI LLC |
| 5382841 | 07/812146 | SWITCHABLE ACTIVE BUS TERMINATION CIRCUIT | SCI LLC |
| 5341038 | 07/825977 | ERROR DETECTOR CIRCUIT FOR INDICATION OF LOW SUPPLY VOLTAGE | SCI OF RHODE ISLAND, INC. |

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| 5150176 | 834746 | PN JUNCTION SURGE SUPPRESSOR S STRUCTURE WITH MOAT | SCI LLC |
| 5266515 | 844077 | FABRICATING DUAL GATE THIN FIL M TRANSISTORS | SCI LLC |
| 5327016 | 864102 | LOAD CONTROL CIRCUIT INCLUDING AUTOMATIC AC/DC DISCERNMENT | SCI LLC |
| 5204639 | 873855 | MILLER LOOP COMPENSATION NETWORK WITH CAPACITANCE DRIVE | SCI LLC |
| 5266884 07/878714 | | THRESHOLD CONTROLLED CIRCUIT WITH ENSURED HYSTERESIS PRECEDENCE | SCI OF RHODE ISLAND, INC. |
| 5359281 | 895067 | QUICK-START AND OVERVOLTAGE PR OTECTION FOR A SWITCHING REGUL ATOR CIRCUIT | SCI LLC |
| 5343141 07/896049 | | TRANSISTOR OVERCURRENT PROTECTION CIRCUIT | SCI OF RHODE ISLAND, INC. |
| 5281832 | 902251 | BIDIRECTIONAL TWO-TERMINAL THY RISTOR | SCI LLC |
| 5428287 08/304425 | | THERMALLY MATCHED CURRENT LIMIT CIRCUIT | SCI OF RHODE ISLAND, INC. |
| 5434442 | 884319 | FIELD PLATE AVALANCHE DIODE | SCI LLC |
| 5270585 | 919324 | OUTPUT DRIVER STAGE WITH TWO T IER CURRENT LIMIT PROTECTION | SCI LLC |
| 5294824 | 922718 | HIGH VOLTAGE TRANSISTOR HAVING REDUCED ON- RESISTANCE | SCI LLC |
| 5311147 | 966486 | HIGH IMPEDANCE OUTPUT DRIVER S TAGE AND METHOD THEREFOR | SCI LLC |
| 5285170 | 983357 | OPERATIONAL AMPLIFIER WITH ALL NPN TRANSISTOR OUTPUT STAGE | SCI LLC |
| 5286660 | 996747 | METHOD FOR DOPING A SEMICONDUCTOR WAFER HAVING A DIFFUSION E NHANCEMENT REGION | SCI LLC |
| 5373201 08/012195 | | POWER TRANSISTOR | SCI LLC |
| 5327100 08/024142 | | NEGATIVE SLEW RATE ENHANCEMENT CIRCUIT FOR AN OPERATIONAL AM PLIFIER | SCI LLC |
| 5424897 08/043948 | | THREE LEADED PROTECTED POWER D EVICE HAVING VOLTAGE INPUT | SCI LLC |
| 5378928 | 52962 | PLASTIC ENCAPSULATED MICROELEC TRONIC DEVICE AND METHOD | SCI LLC |
| 5397716 | 55581 | METHOD OF FORMING AN INSULATED GATE SEMICONDUCTOR DEVICE AND DEVICE FORMED | SCI LLC |
| 5504351 08/348413 | | AN INSULATED GATE SEMICONDUCTO R DEVICE | SCI LLC |
| 5523629 08/278205 | | PLASTIC ENCAPSULATED MICROELEC TRONIC DEVICE | SCI LLC |
| 5371415 08/078096 | | TWO STAGE GATE DRIVE CIRCUIT F OR A FET | SCI LLC |
| 5345101 08/082643 | | HIGH VOLTAGE SEMICONDUCTOR STR UCTURE AND METHOD | SCI LLC |
| 5535510 08/459142 | | PLASTIC ENCAPSULATED MICROELEC TRONIC DEVICE AND METHOD | SCI LLC |
| 5418674 | 95573 | MULTI-LEAD PROTECTED POWER DEV ICE HAVING CURRENT AND BOOT-ST RAP INPUTS | SCI LLC |
| 5712581 08/576270 | | FULL DIFFERENTIAL DATA QUALIFI CATION CIRCUIT FOR SENSING A L OGIC STATE | SCI LLC |
| 5361048 08/113007 | | PULSE WIDTH MODULATOR HAVING A DUTY CYCLE PROPORTIONAL TO TH E AMPLITUDE OF AN | SCI LLC |
| 5391945 08/125729 | | CIRCUIT AND METHOD FOR PROVIDI NG PHASE SYNCHRONIZATION OF EC L AND TTL/CMOS | SCI LLC |
| 5408138 08/130892 | | FLIP FLOP CIRCUIT AND METHOD T HEREFOR | SCI LLC |
| 5563437 | 839413 | SEMICONDUCTOR DEVICE HAVING A LARGE SENSE VOLTAGE | SCI LLC |
| 5477175 08/140944 | | OFF-LINE BOOTSTRAP STARTUP CIR CUIT | SCI LLC |
| 5396097 08/272899 | | TRANSISTOR WITH COMMON BASE RE GION | SCI LLC |
| 5361001 08/160762 | | CIRCUIT AND METHOD OF PREVIEWING ANALOG TRIMMING | SCI LLC |
| 5376875 08/160764 | | BATTERY CHARGER STATUS MONITOR CIRCUIT AND METHOD THEREFOR | SCI LLC |
| 5422559 08/161627 | | PULSED BATTERY CHARGER CIRCUIT | SCI LLC |
| 5444395 08/161559 | | NON-SATURATING BIPOLAR TRANSIS TOR CIRCUIT | SCI LLC |
| 5583348 | 801249 | METHOD FOR MAKING A SCHOTTKY D IODE THAT IS COMPATIBLE WITH H IGH PERFORMANCE | SCI LLC |

COMPATIBLE WITH HIGH PERFORMANCE

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| 5390101 08/177689 | FLYBACK POWER SUPPLY HAVING A VCO CONTROLLED SWITCHING RATE | SCI LLC |
| 5521488 08/179633 | VOLTAGE REGULATOR AND METHOD THEREFOR | SCI LLC |
| 5418496 08/192521 | SERIAL DATA CLOCK RECOVERY CIRCUIT USING DUAL OSCILLATOR CIRCUIT | SCI LLC |
| 5451806 08/205238 | METHOD AND DEVICE FOR SENSING SURFACE TEMPERATURE OF AN INSULATED GATE | SCI LLC |
| 5432466 08/220480 | CIRCUIT AND METHOD FOR TRANSLATING AN ECL SIGNAL TO A TTL SIGNAL | SCI LLC |
| 5434523 08/223186 | CIRCUIT AND METHOD FOR ADJUSTING A PULSE WIDTH OF A SIGNAL | SCI LLC |
| 5631187 08/188975 | METHOD FOR MAKING SEMICONDUCTOR DEVICE HAVING HIGH ENERGY SUSTAINING | SCI LLC |
| 5581118 08/493945 | ELECTRONIC SURFACE MOUNT DEVICE AND METHOD FOR MAKING | SCI LLC |
| 5610495 08/262305 | CIRCUIT AND METHOD OF MONITORING BATTERY CELLS | SCI LLC |
| 5422600 08/264290 | AMPLIFIER CIRCUIT WITH CHARGE PUMP SUPPLYING A DIFFERENTIAL TRANSISTOR PAIR | SCI LLC |
| 5486718 08/270281 | HIGH VOLTAGE PLANAR EDGE TERMINATION STRUCTURE AND METHOD OF MAKING SAME | SCI LLC |
| 5714396 08/529384 | METHOD OF MAKING A HIGH VOLTAGE PLANAR EDGE TERMINATION STRUCTURE | SCI LLC |
| 5578950 08/272257 | LOW VOLTAGE INDICATOR WITH A SELF-BIASED DRIVER CIRCUIT | SCI OF RHODE ISLAND, INC. |
| 5467047 08/275551 | POWER TRANSISTOR RAPID TURN OFF CIRCUIT FOR SAVING POWER | SCI LLC |
| 5548285 08/276373 | CIRCUIT AND METHOD OF INDICATING DATA HOLD-TIME | SCI LLC |
| 5504448 08/283929 | CIRCUIT LIMIT SENSE CIRCUIT AND METHOD FOR CONTROLLING A TRANSISTOR | SCI LLC |
| 5597758 08/283437 | METHOD FOR FORMING AN ELECTROSTATIC DISCHARGE PROTECTION DEVICE | SCI LLC |
| 5471167 08/285466 | CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT | SCI LLC |
| 5460986 08/297075 | PROCESS FOR MAKING A POWER MOSFET DEVICE AND STRUCTURE | SCI LLC |
| 5563594 08/298715 | CIRCUIT AND METHOD OF TIMING DATA TRANSFERS | SCI LLC |
| 5663667 8/697038 | SWITCHED LEADING EDGE REPLACEMENT FOR CURRENT SENSE SIGNAL | SCI OF RHODE ISLAND, INC. |
| 5500377 08/300905 | METHOD OF MAKING SURGE SUPPRESSOR SWITCHING DEVICE | SCI LLC |
| 5502370 08/300545 | POWER FACTOR CONTROL CIRCUIT HAVING A BOOST CURRENT FOR INCREASING A SPEED OF A | SCI LLC |
| 5500624 08/333466 | INPUT STAGE FOR CMOS OPERATIONAL AMPLIFIER AND METHOD THEREOF | SCI LLC |
| 5498988 08/345655 | LOW POWER FLIP-FLOP CIRCUIT AND METHOD THEREFOR | SCI LLC |
| 5471174 08/349578 | AMPLIFIER HAVING AN OUTPUT STAGE WITH BIAS CURRENT CANCELLATION | SCI LLC |
| 5510735 08/368408 | COMPARATOR CIRCUIT | SCI LLC |
| 5552742 08/387690 | CIRCUIT FOR CONTROLLING CURRENT FLOW BETWEEN TWO NODES | SCI LLC |
| 5703389 08/393772 | VERTICAL IGFET CONFIGURATION HAVING LOW ON-RESISTANCE AND METHOD | SCI LLC |
| 5654562 08/398265 | LATCH RESISTANT INSULATED GATE SEMICONDUCTOR DEVICE | SCI LLC |
| 5818201 08/814684 | CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL | SCI LLC |
| 5530284 08/398830 | SEMICONDUCTOR LEADFRAME STRUCTURE COMPATIBLE WITH DIFFERING BOND WIRE MATERIALS | SCI LLC |
| 5557842 08/452754 | METHOD OF MANUFACTURING A SEMICONDUCTOR LEADFRAME STRUCTURE | SCI LLC |

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| 5536958 08/433883 | SEMICONDUCTOR DEVICE HAVING HIGH VOLTAGE PROTECTION CAPABILITY | SCI LLC |
| 5777373 08/767438 | SEMICONDUCTOR STRUCTURE WITH FIELD-LIMITING RINGS AND METHOD FOR MAKING | SCI LLC |
| 5589408 08/498158 | METHOD OF FORMING AN ALLOYED DRAIN FIELD EFFECT TRANSISTOR AND DEVICE FORMED | SCI LLC |
| 5598086 08/510999 | PEAK VOLTAGE AND PEAK SLOPE DETECTOR FOR A BATTERY CHARGER CIRCUIT | SCI LLC |
| 5666046 08/518768 | REFERENCE VOLTAGE CIRCUIT HAVING A SUBSTANTIALLY ZERO TEMPERATURE COEFFICIENT | SCI LLC |
| 5886400 08/963322 | SEMICONDUCTOR DEVICE HAVING AN INSULATING LAYER AND METHOD FOR MAKING | SCI LLC |
| 5684663 08/536876 | PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT | SCI LLC |
| 5675268 08/538522 | OVERCURRENT DETECTION CIRCUIT FOR A POWER MOSFET AND METHOD THEREFOR | SCI LLC |
| 5646503 08/539207 | METHOD FOR BALANCING POWER SOURCES AND STRUCTURE THEREFOR | SCI LLC |
| 5616971 08/539900 | POWER SWITCHING CIRCUIT | SCI LLC |
| 5949124 08/999889 | EDGE TERMINATION STRUCTURE | SCI LLC |
| 5629536 08/560774 | HIGH VOLTAGE CURRENT LIMITER AND METHOD FOR MAKING | SCI LLC |
| 5751025 08/778432 | HIGH VOLTAGE CURRENT LIMITER AND METHOD FOR MAKING | SCI LLC |
| 5851928 08/562865 | METHOD OF ETCHING A SEMICONDUCTOR SUBSTRATE | SCI LLC |
| 5627494 08/566748 | HIGH-SIDE CURRENT SENSE AMPLIFIER | SCI LLC |
| 5578841 08/573979 | VERTICAL MOSFET DEVICE HAVING FRONTSIDE AND BACKSIDE CONTACTS | SCI LLC |
| 5751061 08/573844 | SEMICONDUCTOR DIODE DEVICE WITH NON-PLANAR HEATSINK AND METHOD OF MANUFACTURE | SCI LLC |
| 5908316 08/573843 | METHOD OF PASSIVATING A SEMICONDUCTOR SUBSTRATE | SCI LLC |
| 5631484 08/576983 | METHOD OF MANUFACTURING A SEMICONDUCTOR DEVICE AND TERMINATION STRUCTURE | SCI LLC |
| 5773368 08/599457 | METHOD OF ETCHING ADJACENT LAYERS | SCI LLC |
| 5734277 08/595436 | OUTPUT CIRCUIT AND METHOD FOR SUPPRESSING SWITCHING NOISE THEREIN | SCI LLC |
| 5686857 08/596036 | ZERO CROSSING TRIAC AND METHOD | SCI LLC |
| 5786745 08/597307 | ELECTRONIC PACKAGE AND METHOD | SCI LLC |
| 5760639 08/610022 | VOLTAGE AND CURRENT REFERENCE CIRCUIT WITH A LOW TEMPERATURE COEFFICIENT | SCI LLC |
| 6084268 08/962725 | POWER MOSFET DEVICE HAVING LOW ON-RESISTANCE AND METHOD | SCI LLC |
| 5699015 08/618544 | LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD | SCI LLC |
| 5734296 08/618671 | LOW VOLTAGE OPERATIONAL AMPLIFIER INPUT STAGE AND METHOD | SCI LLC |
| 5798673 08/619446 | LOW VOLTAGE OPERATIONAL AMPLIFIER BIAS CIRCUIT AND METHOD | SCI LLC |
| 5751052 08/617722 | INDUCTIVE DRIVER CIRCUIT AND METHOD THEREFOR | SCI LLC |
| 5666076 08/655871 | UNDERVOLTAGE LOCKOUT CIRCUIT WITH SLEEP PIN | SCI OF RHODE ISLAND, INC. |
| 5930652 08/654364 | SEMICONDUCTOR ENCAPSULATION METHOD | SCI LLC |
| 5786972 08/664236 | TEMPERATURE-COMPENSATED VOLTAGE CLAMP WITH FORCED PASS TRANSISTOR VOLTAGE | SCI OF RHODE ISLAND, INC. |
| 5703473 08/672267 | PROGRAMMABLE PWM OUTPUT VOLTAGE INDEPENDENT OF SUPPLY | SCI OF RHODE ISLAND, INC. |
| 5781058 08/682323 | TOTEM POLE DRIVER WITH CROSS CONDUCTION PROTECTION AND DEFAULT LOW IMPEDANCE STATE | SCI OF RHODE ISLAND, INC. |
| 5805401 08/682144 | UNDERVOLTAGE LOCKOUT CIRCUIT WITH SLEEP PIN | SCI OF RHODE ISLAND, INC. |

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| 5841313 08/682153 | SWITCH WITH PROGRAMMABLE DELAY | SCI OF RHODE ISLAND, INC. |
| 5955910 09/132511 | SWITCH WITH PROGRAMMABLE DELAY | SCI OF RHODE ISLAND, INC. |
| 5747371 08/684802 | METHOD OF MANUFACTURING VERTICAL MOSFET | SCI LLC |
| 5757210 08/699493 | COMPARATOR WITH LATCH | SCI OF RHODE ISLAND, INC. |
| 5793241 08/699770 | HIGH SPEED ACTIVE OP-AMP CLAMP | SCI OF RHODE ISLAND, INC. |
| 5798663 08/697328 | PRECISION HYSTERESIS GENERATOR | SCI OF RHODE ISLAND, INC. |
| 5726597 08/706095 | METHOD AND CIRCUIT FOR REDUCING OFFSET VOLTAGES FOR A DIFFERENTIAL INPUT STAGE | SCI LLC |
| 5751192 08/706886 | INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSMIMPEDANCE FUNCTION | SCI LLC |
| 5754038 08/706879 | METHOD AND CIRCUIT FOR CURRENT REGULATION | SCI LLC |
| 5734259 08/719031 | BALANCED DELTA CURRENT METHOD FOR CURRENT CONTROL IN A HYSTERETIC POWER SUPPLY | SCI OF RHODE ISLAND, INC. |
| 5818890 08/719423 | METHOD FOR SYNCHRONIZING SIGNALS AND STRUCTURES THEREFOR | SCI LLC |
| 5666044 08/722342 | START UP CIRCUIT AND CURRENT-FOLDBACK PROTECTION FOR VOLTAGE REGULATORS | SCI OF RHODE ISLAND, INC. |
| 5789955 08/729628 | CURRENT SLEW RATE LIMITER | SCI OF RHODE ISLAND, INC. |
| 5804955 08/741625 | LOW VOLTAGE CURRENT LIMIT CIRCUIT WITH TEMPERATURE INSENSITIVE FOLDBACK NETWORK | SCI OF RHODE ISLAND, INC. |
| 5886511 08/63980 | TEMPERATURE INSENSITIVE FOLDBACK NETWORK | SCI OF RHODE ISLAND, INC. |
| 5770979 07/748337 | PROGRAMMABLE OSCILLATOR USING ONE CAPACITOR | SCI OF RHODE ISLAND, INC. |
| 5719491 08/758999 | OUTPUT DRIVER FOR HIGH-SPEED DEVICE | SCI OF RHODE ISLAND, INC. |
| 6110804 08/887718 | SEMICONDUCTOR DEVICE AND METHOD THEREFOR | SCI LLC |
| 5789951 08/791711 | MONOLITHIC CLAMPING CIRCUIT AND METHOD OF PREVENTING TRANSISTOR AVALANCHE | SCI LLC |
| 5796280 08/795942 | THERMAL LIMIT CIRCUIT WITH BUILT-IN HYSTERESIS | SCI OF RHODE ISLAND, INC. |
| 6023185 08/803900 | TEMPERATURE-COMPENSATED CURRENT REFERENCE | SCI OF RHODE ISLAND, INC. |
| 5781129 08/811062 | ADAPTIVE ENCODER CIRCUIT FOR MULTIPLE DATA CHANNELS AND METHOD OF ENCODING | SCI LLC |
| 6333550 08/820428 | SURFACE MOUNT SEMICONDUCTOR DIODE DEVICE | SCI LLC |
| 5900772 08/819899 | BANDGAP REFERENCE CIRCUIT AND METHOD | SCI LLC |
| 5838524 08/820880 | CURRENT LIMIT CIRCUIT FOR INHIBITING VOLTAGE OVERSHOOT | SCI OF RHODE ISLAND, INC. |
| 5804869 08/829073 | CLAMP DISPOSED AT EDGE OF A DIELECTRIC STRUCTURE IN A SEMICONDUCTOR DEVICE AND | SCI LLC |
| 5896058 08/829004 | HIGH SPEED TOTEM POLE FET DRIVER CIRCUIT WITH DIFFERENTIAL CROSS CONDUCTION | SCI OF RHODE ISLAND, INC. |
| 5804944 08/833437 | BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY | SCI LLC |
| 5920181 09/103826 | BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY | SCI LLC |
| 5785791 08/850307 | METHOD OF MANUFACTURING SEMICONDUCTOR COMPONENTS | SCI LLC |
| 6248664 08/858417 | METHOD OF FORMING A CONTACT | SCI LLC |
| 5834964 08/867627 | LATERAL PNP FAST TURN-ON CIRCUIT | SCI OF RHODE ISLAND, INC. |
| 5903425 08/867120 | LATERAL PNP FAST TURN-OFF CIRCUIT | SCI OF RHODE |

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| 5892389 08/868337 | METHOD AND CIRCUIT FOR CURRENT LIMITING OF DC-DC REGULATORS | ISLAND, INC. SCI LLC |
| 5859768 08/869297 | POWER CONVERSION INTEGRATED CIRCUIT AND METHOD FOR PROGRAMMING | SCI LLC |
| 5909109 08/990689 | VOLTAGE REGULATOR PREDRIVER CIRCUIT | SCI OF RHODE ISLAND, INC. |
| 5945868 09/004656 | POWER SEMICONDUCTOR DEVICE AND METHOD FOR INCREASING TURN-ON TIME OF THE POWER | SCI LLC |
| 5904555 09/016985 | METHOD FOR PACKAGING A SEMICONDUCTOR DEVICE | SCI LLC |
| 5945730 09/019292 | SEMICONDUCTOR POWER DEVICE | SCI LLC |
| 6373100 09/033628 | SEMICONDUCTOR DEVICE AND METHOD FOR FABRICATING THE SAME | SCI LLC |
| 6201417 08/300399 | SHAPING A CURRENT SENSE SIGNAL BY USING A CONTROLLED SLEW RATE | SCI OF RHODE ISLAND, INC. |
| 5897343 09/050164 | METHOD OF MAKING POWER SWITCHING TRENCH MOSFET HAVING ALIGNED SOURCE REGIONS | SCI LLC |
| 6372526 09/055458 | METHOD OF MANUFACTURING SEMICONDUCTOR COMPONENTS | SCI LLC |
| 6093583 09/087990 | SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURE | SCI LLC |
| 6300679 09/087674 | FLEXIBLE SUBSTRATE FOR PACKAGING A SEMICONDUCTOR COMPONENT | SCI LLC |
| 6081031 09/106472 | SEMICONDUCTOR PACKAGE CONSISTING OF MULTIPLE CONDUCTIVE LAYERS | SCI LLC |
| 6164523 09/108448 | ELECTRONIC COMPONENT AND METHOD OF MANUFACTURE | SCI LLC |
| 6300167 08/354384 | SEMICONDUCTOR DEVICE WITH FLAME SPRAYED HEAT SPREADING LAYER AND METHOD | SCI LLC |
| 6160691 09/216763 | METHOD OF DRIVING A LOAD AND SEMICONDUCTOR LOAD DRIVER CIRCUIT THEREFOR | SCI LLC |
| 6166893 09/217288 | SEMICONDUCTOR LOAD DRIVER CIRCUIT AND METHOD THEREFOR | SCI LLC |
| 6197640 09/217120 | SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURE | SCI LLC |
| 6284570 09/221433 | METHOD OF MANUFACTURING A SEMICONDUCTOR COMPONENT FROM A CONDUCTIVE | SCI LLC |
| 6228734 09/229099 | METHOD OF MANUFACTURING A CAPACITANCE SEMICONDUCTOR DEVICE | SCI LLC |
| 6204097 09/259602 | SEMICONDUCTOR DEVICE AND METHOD OF MANUFACTURE | SCI LLC |
| 6271712 09/287279 | SYNCHRONOUS RECTIFIER AND METHOD OF OPERATION | SCI LLC |
| 6137696 09/289807 | SWITCHING REGULATOR FOR POWER CONVERTER WITH DUAL MODE FEEDBACK INPUT AND | SCI LLC |
| 6177782 09/298753 | CIRCUIT AND METHOD OF CONTROLLING A REGULATOR WITH AN OUTPUT FEEDBACK SIGNAL AND | SCI LLC |
| 6137702 09/304307 | CIRCUIT AND METHOD OF ACTIVATING AND DE-ACTIVATING A SWITCHING REGULATOR AT ANY | SCI LLC |
| 6373295 09/337714 | RAIL-TO-RAIL DRIVER FOR USE IN A REGULATOR, AND METHOD | SCI LLC |
| 6344379 09/426108 | SEMICONDUCTOR DEVICE WITH AN UNDULATING BASE REGION & METHOD THEREFOR | SCI LLC |
| 6300833 09/449996 | DC GAIN ENHANCEMENT FOR OPERATIONAL AMPLIFIERS | SCI LLC |
| 6271735 09/455416 | OSCILLATOR CONTROLLER WITH FIRST AND SECOND VOLTAGE REFERENCE | SCI LLC |
| 6278293 09/458736 | CIRCUIT AND METHOD FOR A TRANSISTOR-TRANSISTOR LOGIC (TTL) COMPATIBLE OUTPUT DRIVE | SCI LLC |
| 6285569 09/507652 | SWITCHED MODE POWER SUPPLY CONTROLLER CIRCUIT AND METHOD THEREOF | SCI LLC |
| 6333624 09/579124 | CIRCUIT AND METHOD FOR A SWITCHING POWER SUPPLY WITH PRIMARY SIDE TRANSFORMER | SCI LLC |

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| 6208538 | 09/585131 | PWM CONTROL APPARATUS | SCI LLC |
| 6377088 | 09/621037 | SHARP TRANSITION PUSH-PULL DRIVER CIRCUIT WITH SWITCHING SIGNAL INPUT CIRCUIT | SCI LLC |
| 6362644 | 09/630090 | PROGRAMMABLE TERMINATION FOR INTEGRATED CIRCUITS | SCI LLC |
| 6373284 | 09/637685 | VOLTAGE LEVEL SHIFTING CIRCUIT FOR BIDIRECTIONAL DATA | SCI LLC |
| 6339348 | 09/660449 | PROGRAMMABLE NON-OVERLAP TIME OUTPUT DRIVER | SCI LLC |
| 6333604 | 09/669451 | INTEGRATED IGNITION CIRCUIT AND METHOD | SCI LLC |
| 6333672 | 09/676659 | DIFFERENTIAL LOGIC CIRCUIT AND METHOD OF USE | SCI LLC |
| 6275019 | 09/711386 | ABSOLUTE CONTROL OF NON OVERLAP TIME IN SWITCH MODE POWER CONTROLLER OUTPUT | SCI LLC |
| 6369552 | 09/781705 | REGULATED AUXILLARY POWER SUPPLY | SCI LLC |
| 6362067 | 09/783522 | Accurate Self-Aligned Resistor Structure and Method of Making The Same | SCI LLC |
| 6369557 | 09/804336 | APPARATUS AND METHOD FOR PROVIDING ADAPTIVE LOOP RESPONSE IN POWER SUPPLY | SCI LLC |
| | 2169706 | CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL | SCI LLC |
| | 2179466 | PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT | SCI LLC |
| 1244137 | 430899 | INPUT RANGING DIVIDER ANDMETHOD FOR AN ANALOG TO DIGITAL CONVERTER | SCI LLC |
| 2021671 | 2021671-9 | HIGH VOLTAGE SEMICONDUCTOR DEV ICE AND FABRICATION PROCESS | SCI LLC |
| | 97117922 | INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANC E FUNCTION | SCI LLC |
| | 98105705.5 | BANDGAP REFERENCE CIRCUIT AND METHOD | SCI LLC |
| | 98803837.4 | BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY | SCI LLC |
| | 99122804.9 | SEMICONDUCTOR LEADFRAME ASSEMB LY AND METHOD FOR MANUFACTURIN G A | SCI LLC |
| | 00108755.X | PWM CONTROL APPARATUS | SCI LLC |
| | 134872.8 | OSCILLATOR CONTROLLER WITH FIRST AND SECOND VOLTAGE REFERENCE | SCI LLC |
| 77666 | 96109359.5 | PEAK VOLTAGE AND PEAK SLOPE DE TECTOR FOR A BATTERY CHARGER C IRCUIT | SCI LLC |
| 96113376.7 | 96113376.7 | PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT | SCI LLC |
| 82882 | 97104514.3 | LOW VOLTAGE OPERATIONAL AMPLIF IER AND METHOD | SCI LLC |
| | 96103051.7 | LATCH-RESISTANT INSULATED GATE SEMICONDUCTOR DEVICE AND METH OD OF MANUFACTURE | MOTOROLA, INC (SCI LLC) |
| | 96115216.2 | METHOD FOR BALANCING POWER SOU RCES AND STRUCTURE THEREFOR | SCI LLC |
| | 96119955.1 | METHOD OF MANUFACTURING A SEMI CONDUCTOR DEVICE AND TERMINATI ON STRUCTURE | SCI LLC |
| | 97104662.8 | INDUCTIVE DRIVER CIRCUIT AND M ETHOD THEREFOR | SCI LLC |
| | 98913152.9 | BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY | SCI LLC |
| | 99401317.5 | PWM CONTROL APPARATUS | SCI LLC |
| | 99401318.3 | PWM CONTROLLER | SCI LLC |
| | 99402846.2 | METHOD OF FORMING A DIODE FOR INTEGRATION WITH A SEMICONDUCTOR DEVICE AND METHOD OF | SCI LLC. & MOTOROLA, INC. |
| | 00 400408.1 | SWITCHED MODE POWER SUPPLY WITH PROGRAMMABLE SKIPPING MODE | SCI LLC |
| | 00 400409.9 | REGULATED AUXILLARY POWER SUPPLY | SCI LLC |
| | 918414.4 | PROTECTING SWITCHING POWER SUPPLY FROM FAULT | SCI LLC |

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| | 402904.7 | CIRCUIT AND METHOD OF OPERATING A LOW-NOISE, ON-DEMAND REGULATOR IN SWITCHED OR | SCI LLC |
| | 403280.1 | APPARATUS AND METHOD FOR CONTROLLING A POWER SUPPLY | SCI LLC |
| | 403508.5 | CIRCUIT APPARATUS AND METHOD THAT ALLOWS FOR DETECTING DEMAGNETIZATION STATUS | SCI LLC |
| | 403643 | CIRCUIT APPARATUS AND METHOD FOR REDUCING AUDIBLE NOISE IN A POWER SUPPLY | SCI LLC |
| | 01400636;5 | DUAL SMARTCARD CONTROLLER AND METHOD OF USING | SCI LLC |
| | 1400637.3 | POWER AMPLIFIER DRIVER AND METHOD OF USING | SCI LLC |
| EP0109427 | 83901865.2 | CURRENT LIMITER AND METHOD FOR LIMITING CURRENT | MOTOROLA, INC (SCI LLC) |
| EP0638857 | 94106653.2 | CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT | SCI LLC |
| EP0701317 | 95113679.5 | POWER FACTOR CONTROL CIRCUIT | MOTOROLA, INC (SCI LLC) |
| | 954146 | POWER FACTOR CONTROL CIRCUIT | SCI LLC |
| EP0282705 | 88101228 | FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE | SCI LLC |
| EP0323549 | 88116087.3 | BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER | SCI LLC |
| EP0391055 | 90103422.3 | OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER | SCI LLC |
| EP0436171 | 90124433.5 | HIGH VOLTAGE PLANAR EDGE TERMINATION USING A PUNCH-THROUGH RETARDING IMPLANT | SCI LLC |
| EP0517493 | 92305068.6 | START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT | SCI LLC |
| FR9506901 | 9506901 | POWER SUPPLY | SCI LLC |
| EP0701317 | 95113679.5 | POWER FACTOR CONTROL CIRCUIT | MOTOROLA, INC (SCI LLC) |
| | 9606064 | 9606064 SURFACE MOUNT SEMICONDUCTOR DIODE DEVICE | SCI LLC |
| | 9701605 | 9701605 SEMICONDUCTOR POWER DEVICE | SCI LLC |
| EP0282705 | 88101228 | FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE | MOTOROLA, INC (SCI LLC) |
| EP0323549 | 88116087.3 | BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER | MOTOROLA, INC (SCI LLC) |
| | 2228639 | 8903697.4 PROTECTED DARLINGTON TRANSISTOR ARRANGEMENT | SCI LLC |
| EP0362547 | 89115823 | SELF-CENTERING ELECTRODE FOR POWER DEVICES | SCI LLC |
| EP0391055 | 90103422.3 | OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER | MOTOROLA, INC (SCI LLC) |
| | 2276981 | 9405770 SWITCHING TRANSISTOR ARRANGEMENT | MOTOROLA SEMICONDUCTORS SA (SCI LLC) |
| EP0638857 | 94106653.2 | CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT | SCI LLC |
| | 2293932 | 9420325.4 POWER SWITCHING CIRCUIT | MOTOROLA S.R.O. (SCI LLC) |
| EP0701317 | 95113679.5 | POWER FACTOR CONTROL CIRCUIT | MOTOROLA, INC (SCI LLC) |
| | 19804747.9 | BANDGAP REFERENCE CIRCUIT AND METHOD | SCI LLC |
| | 9321364.6 | 9321364.6 HIGH IMPEDANCE OUTPUT DRIVER STAGE AND METHOD THEREFOR | SCI LLC |
| P3862221.1 | EP0282705 | FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE | SCI LLC |
| P3888663.4 | 88116087.3 | BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER | SCI LLC |
| P68912272.1 | 89311372 | LOAD CONTROLLED ECL TRANSIENT DRIVER | SCI LLC |
| | 69011919.4 | 90103422.3 OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER | SCI LLC |
| P69123501.5 | 91305740.2 | BANDGAP VOLTAGE REFERENCE USING A POWER SUPPLY INDEPENDENT CURRENT SOURCE | SCI LLC |
| P69208944.6 | 92305068.6 | START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT | SCI LLC |

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| 69426510.1 | EP0638857 | CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT | SCI LLC |
| P69409088.3 | 94120105.5 | VOLTAGE REGULATOR AND METHOD THEREFOR | SCI LLC |
| 69519212.4 | EP0701317 | POWER FACTOR CONTROL CIRCUIT | MOTOROLA, INC (SCI LLC) |
| | 102933.6 | BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY | SCI LLC |
| | 1100276.4 | SEMICONDUCTOR LEADFRAME ASSEMBLY AND METHOD FOR MANUFACTURING A | SCI LLC |
| 931333 | 93001028 | FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE | SCI LLC |
| EP0282705 | 88101228 | FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE | SCI LLC |
| EP0391055 | 90103422.3 | OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER | SCI LLC |
| EP0436171 | 90124433.5 | HIGH VOLTAGE PLANAR EDGE TERMINATION USING A PUNCH-THROUGH RETARDING IMPLANT | SCI LLC |
| 20469BE/2001 | EP0638857 | CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT | SCI LLC |
| | 1284275 | RM96A000084 VERTICAL IGFET CONFIGURATION HAVING LOW ON-RESISTANCE AND METHOD | SCI LLC |
| | 3-307129 | FRACTIONAL LOAD CURRENT DETECTOR | SCI LLC |
| | 5-286181 | HIGH IMPEDANCE OUTPUT DRIVER STAGE AND METHOD THEREFOR | SCI LLC |
| | 7-151163 | ELECTRONIC SURFACE MOUNT DEVICE AND METHOD FOR MAKING | SCI LLC |
| | 7-208566 | ELECTROSTATIC DISCHARGE PROTECTION DEVICE AND METHOD OF FORMING | SCI LLC |
| | 7-211300 | CIRCUIT AND METHOD FOR CONTROLLING A TRANSISTOR | SCI LLC |
| | 7-235916 | POWER FACTOR CONTROL CIRCUIT | SCI LLC |
| | 7-298861 | INPUT STAGE FOR CMOS OPERATIONAL AMPLIFIER AND METHOD THEREOF | SCI LLC |
| | 7-345550 | SEMICONDUCTOR DEVICE WITH FLAME SPRAYED HEAT SPREADING LAYER AND METHOD | SCI LLC |
| | 8-38898 | INSULATED GATE SEMICONDUCTOR DEVICE AND METHOD THEREFOR | SCI LLC |
| | 8-44162 | VERTICAL IGFET CONFIGURATION HAVING LOW ON-RESISTANCE AND METHOD | SCI LLC |
| | 8-70968 | LATCH-RESISTANT INSULATED GATE SEMICONDUCTOR DEVICE AND METHOD OF MANUFACTURE | SCI LLC |
| | 8-70969 | CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL | SCI LLC |
| | 8-173021 | POWER SUPPLY | SCI LLC |
| | 8-186876 | METHOD OF FORMING AN ALLOYED DRAIN FIELD EFFECT TRANSISTOR AND DEVICE FORMED | SCI LLC |
| | 8-213040 | PEAK VOLTAGE AND PEAK SLOPE DETECTOR FOR A BATTERY CHARGER CIRCUIT | SCI LLC |
| | 8-252470 | AC-DC CONVERTER | SCI LLC |
| | 8-277337 | PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT | SCI LLC |
| | 8-283216 | METHOD FOR BALANCING POWER SOURCES AND STRUCTURE THEREFOR | SCI LLC |
| | 8-318850 | HIGH VOLTAGE CURRENT LIMITER AND METHOD FOR MAKING | SCI LLC |
| | 8-318851 | HIGH SIDE CURRENT SENSE AMPLIFIER | SCI LLC |
| | 8-330299 | METHOD OF ETCHING A SEMICONDUCTOR SUBSTRATE | SCI LLC |
| | 8-354014 | METHOD OF MANUFACTURING A SEMICONDUCTOR DEVICE AND TERMINATION STRUCTURE | SCI LLC |
| | 9-52459 | VOLTAGE AND CURRENT REFERENCE CIRCUIT | SCI LLC |
| | 9-58484 | LOW VOLTAGE OPERATIONAL AMPLIFIER INPUT STAGE AND METHOD | SCI LLC |
| | 9-85643 | LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD | SCI LLC |

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| 9-94576 | INDUCTIVE DRIVER CIRCUIT AND METHOD THEREFOR | SCILLC |
| 9-136152 | SURFACE MOUNT SEMICONDUCTOR DIODE DEVICE | SCILLC |
| 9-250139 | INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSMIMPEDANCE FUNCTION | SCILLC |
| 9-273973 | METHOD FOR SYNCHRONIZING SIGNALS AND STRUCTURES THEREFOR | SCILLC |
| 10-46206 | LINEARITY ENHANCEMENT CIRCUIT AND PROCESS FOR FILTERING AN INPUT SIGNAL | SCILLC |
| 10-46247 | SEMICONDUCTOR POWER DEVICE | SCILLC |
| 10-88018 | BANDGAP REFERENCE CIRCUIT AND METHOD | SCILLC |
| 10-542814 | BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY | SCILLC |
| 10-153781 | ELECTRICAL CONTACT AND FORMATION METHOD | SCILLC |
| 10-170566 | POWER CONVERSION INTEGRATED CIRCUIT AND METHOD FOR PROGRAMMING | SCILLC |
| 10-191047 | METHOD FOR BACK-GRINDING SEMICONDUCTOR WAFER AND SEMICONDUCTOR WAFER | SCILLC |
| 10-191076 | SEMICONDUCTOR CONTACT AND METHOD THEREFOR | SCILLC |
| 10-199647 | DC/DC CONVERTER | SCILLC |
| 10-242554 | DC/DC CONVERTER | SCILLC |
| 11-40384 | SEMICONDUCTOR DEVICE AND METHOD FOR FABRICATING THE SAME | SCILLC |
| 11-61202 | POWER SWITCHING TRENCH MOSFET HAVING ALIGNED SOURCE REGIONS AND METHOD OF | SCILLC |
| 11-125834 | POWER FACTOR CORRECTION CONTROLLER CIRCUIT | SCILLC |
| 11-187336 | METHOD OF MANUFACTURING ELECTRONIC COMPONENTS | SCILLC |
| 2000-160585 | PWM CONTROLLER | SCILLC |
| 2000-160586 | PWM CONTROL APPARATUS | SCILLC |
| 2000-364688 | OSCILLATOR CONTROLLER WITH FIRST AND SECOND VOLTAGE REFERENCE | SCILLC |
| 2001-47884 | POWER SUPPLY CONTROLLER AND CONFIGURATION THEREOF | SCILLC |
| 1850695 62-504115 | CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION | SCILLC |
| 2134382 63-47660 | FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE | SCILLC |
| 2627330 63-309784 | CONTROLLED VOLTAGE DROP DIODE | SCILLC |
| 2658423 1-231824 | SEMICONDUCTOR DEVICES | SCILLC |
| 2978510 1-231825 | SEMICONDUCTOR DEVICE HAVING A CURVED BONDING LEAD AND ITS FORMING METHOD | SCILLC |
| 3025278 1-285096 | LOAD CONTROLLED ECL TRANSIENT DRIVER | SCILLC |
| 3225514 2-89301 | OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER | SCILLC |
| 2597918 2-116688 | CURRENT SWITCH | SCILLC |
| 2998175 2-152881 | CONTROL CIRCUIT | SCILLC |
| 3200599 2-189625 | SUBSTRATE INJECTION CLAMP | SCILLC |
| 2580850 2-190907 | HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS | SCILLC |
| 2762725 2-219133 | SEMICONDUCTOR APPARATUS AND ITS FORMING PROCESS | SCILLC |
| 2937504 3-32073 | POWER SUPPLY MONITOR CIRCUIT | SCILLC |
| 2893429 3-207265 | AMPLIFIER HAVING TWO OPERATING MODES | SCILLC |
| 2799261 4-98564 | CONTROLLER FOR BATTERY CHARGER | SCILLC & SONY |
| 2995723 4-129789 | VERTICAL CURRENT FLOW SEMICONDUCTOR DEVICE UTILIZING WAFER BONDING AND A | SCILLC |
| 3003437 4-333806 | VOLTAGE CONVERTING DEVICE | SCILLC |
| 3190914 10-341988 | UP AND DOWN DC/DC CONVERTER | SCILLC |
| 95-23619 | ELECTROSTATIC DISCHARGE PROTECTION DEVICE AND METHOD OF FORMING | SCILLC |
| 96-1848 | VERTICAL IGFET CONFIGURATION HAVING LOW ON- RESISTANCE AND METHOD | SCILLC |

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| | 96-4966 | CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL | SCI LLC |
| | 96-20698 | POWER SUPPLY | SCI LLC |
| | 97-45631 | INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANCE FUNCTION | SCI LLC |
| | 98-9160 | BANDGAP REFERENCE CIRCUIT AND METHOD | SCI LLC |
| | 10-1999- 7009185 | BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY | SCI LLC |
| | 10-1999- 0062675 | SEMICONDUCTOR LEADFRAME ASSEMBLY AND METHOD FOR MANUFACTURING A | SCI LLC |
| | 10-2000- 0073654 | OSCILLATOR CONTROLLER SYSTEM AND METHOD | SCI LLC |
| | 50606 86-700367 | METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION | SCI LLC |
| | 79843 700551/88 | CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION | SCI LLC |
| | 82589 2697/88 | FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTAN CE | SCI LLC |
| | 149840 90-15453 | FAST DAMPER DIODE AND METHOD | SCI LLC |
| | 213845 91-1163 | UNIVERSAL POWER SUPPLY MONITOR CIRCUIT | SCI LLC |
| | 222009 91-12575 | AMPLIFIER HAVING TWO OPERATING MODES | SCI LLC |
| | 136088 90-4543 | OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER | SCI LLC |
| | 139540 89-13004 | FORMED TOP CONTACT FOR NON-FLAT SEMICONDUCTOR DEVICES | SCI LLC |
| | 155995 90-9620 | DUAL SUPPLY ECL TO TTL TRANSLATOR | SCI LLC |
| | PI9403236 | PULSED BATTERY CHARGER CIRCUIT | MOTOROLA, INC (SCI LLC) |
| | PI9900427 | A SEMICONDUCTOR PACKAGE AND A LEADFRAME THEREFOR | MOTOROLA MALAYSIA SDN. BH (SCI LLC) |
| | PI9902612 | A SEMICONDUCTOR PACKAGE AND METHOD FOR FORMING THE SAME | SCI LLC |
| | PI9905750 | SEMICONDUCTOR LEADFRAME ASSEMBLY AND METHOD FOR MANUFACTURING A | SCI LLC |
| MY104177A | PI8901162 | FORMED TOP CONTACT FOR NON- FLAT SEMICONDUCTOR DEVICES | SCI LLC |
| MY-104895-A | PI9000080 | METHOD FOR IMPROVING THE ADHESION OF A PLASTIC ENCAPSULANT TO COPPER CONTAINING | SCI LLC |
| | 105940 PI9001220 | HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS | SCI LLC |
| | PCT/US00/287 54 | SEMICONDUCTOR DEVICE WITH A SINGLE BASE REGION AND METHOD THEREFOR | SCI LLC |
| | PCT/US00/287 73 | VERTICAL INSULATED GATE FIELD-EFFECT DEVICE AND METHOD OF MAKING THE SAME | SCI LLC |
| | PCT/US01/477 25 | CONTROLLED FREQUENCY POWER FACTOR CORRECTION CIRCUIT AND METHOD | SCI LLC |
| | PCT/US02/037 68 | SEMICONDUCTOR DEVICE AND HIGH CONTRAST COATING METHOD | SCI LLC |
| | 26399 40008 | METHOD FOR IMPROVING THE ADHESION OF A PLASTIC ENCAPSULANT TO COPPER CONTAINING | SCI LLC |
| 9390748-3 | EP0282705 | FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTAN CE | SCI LLC |
| 9590226-8 | 2228639 | PROTECTED DARLINGTON TRANSISTOR ARRANGEMENT | SCI LLC |
| | 85106132 | PEAK VOLTAGE AND PEAK SLOPE DETECTOR FOR A BATTERY CHARGER CIRCUIT | SCI LLC |
| | 88117585 | POWER CONVERTER CIRCUIT AND METHOD FOR CONTROLLING | SCI LLC |
| | 89105329 | CIRCUIT AND METHOD OF ACTIVATING AND DE-ACTIVATING A SWITCHING REGULATOR AT ANY | SCI LLC |
| | 89105330 | CIRCUIT AND METHOD FOR PROTECTING A SWITCHING POWER SUPPLY FROM A FAULT | SCI LLC |

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| | 89110572 PWM CONTROLLER | SCILLC |
| | 89125888 OSCILLATOR CONTROLLER WITH FIRST AND SECOND VOLTAGE REFERENCE | SCILLC |
| NI-114666 | 83104089 CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT | SCILLC |
| NI-086333 | 85112954 ELECTRONIC PACKAGE AND METHOD | SCILLC |
| NI-092734 | 86101159 LOW VOLTAGE OPERATIONAL AMPLIFIER INPUT STAGE AND METHOD | SCILLC |
| NI-108676 | 86103602 LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD | SCILLC |
| NI-099253 | 86112639 INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANCE FUNCTION | SCILLC |
| NI-113070 | 86116829 BANDGAP REFERENCE CIRCUIT AND METHOD | SCILLC |
| NI-106256 | 87105185 BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY | SCILLC |
| NI131011 | 88117688 SEMICONDUCTOR LEADFRAME ASSEMBLY AND METHOD FOR MANUFACTURING A | SCILLC |

TRADEMARKS

| Client/Matter | Country | Appln / Reg. No. | Trademark | Owner | Status |
|-------------------------------|---------|------------------|--------------------------------|---------|--|
| 14789-3000 | JP | H04-005942 | ALEXIS | SCI LLC | REGISTERED 5/31/94 Reg. No. 2665571 |
| 14789-3100 | JP | H04-037602 | Bullet-Proof and design | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671366 |
| 14789-3200 | JP | H04-031642 | CHIPSCRETE and design | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671344 |
| 14789-3300 | JP | H04-031643 | DUOWATT | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671345 |
| 14789-3600 | JP | H04-001813 | EpiBase and design | SCI LLC | REGISTERED 5/31/94 Reg. No. 2665557 |
| 14789-3700 | JP | H04-031645 | GEMFET | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671347 |
| 14789-3800 | JP | H04-327328 | HDTMOS | SCI LLC | REGISTERED 3/29/96 Reg. No. 3127040 |
| 14789-3800 | US | 74/334,955 | HDTMOS | SCI LLC | REGISTERED 9/6/94 Reg. No. 1,853,061 Section 8 affidavit accepted Section 15 affidavit acknowledged |
| 14789-3900 | JP | H045-28658 | HVTMOS | SCI LLC | REGISTERED 4/30/96 Reg. No. 3140938 |
| 14789-4000 | JP | H03-028477 | ICePAK and Design | SCI LLC | REGISTERED 12/24/93 Reg. No. 2613933 |
| 14789-4100 | JP | H04-031649 | MHTL | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671348 |
| 14789-4200 | JP | H04-037612 | MOSORB | SCI LLC | REGISTERED 8/31/94 Reg. No. 2693533 |
| 14789-4300 | JP | H04-031651 | MRTL | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671350 |
| 14789-4400 | JP | H04-031652 | MTTL | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671351 |
| 14789-2000 06990-0008-NZ01 | NZ | 311247 | ON SEMICONDUCTOR and Design | SCI LLC | REGISTERED |
| 14789-2000 06990-0008-NZ02 | NZ | 311248 | ON SEMICONDUCTOR and Design | SCI LLC | REGISTERED 8/20 fax from foreign associate confirming instructions to abandon. Marks will register without payment of further fees. |
| 14789-2000 06990-0008-NZ03 | NZ | 311337 | ON SEMICONDUCTOR and Design | SCI LLC | REGISTERED |

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| Client/Matter | Country | Appln / Reg. No. | Trademark | Owner | Status |
|--------------------------------|---------|------------------------------------|-----------------------------------|---------|----------------------------------|
| 14789-2000 06990-0008-NZ04 | NZ | 311249 | ON SEMICONDUCTOR and Design | SCI LLC | REGISTERED |
| 14789-2100 06990-0013-AU-01 | AU | 801,296 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/22/99 |
| 14789-2100 06990-0013-CA01 | CA | 1023144 Reg. No. TMA 544,137 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 4/25/01 |
| 14789-2100 | CH | Reg. No. 469425 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-CN01 | CN | 1522141 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 2/14/01 |
| 14789-2100 06990-0013-CZ01 | CZ | 145069 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 11/23/01 |
| 14789-2100 06990-0013-EU01 | EU | 1248913 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED |
| 14789-2100 06990-0013-HU01 | HU | M99 03500 Reg. No. 161574 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 8/25/00 |
| 14789-2100 06990-0013-IL01 | IL | 129291 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-IL02 | IL | 129292 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-IL03 | IL | 129293 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-IL04 | IL | 129294 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-JP01 | JP | 11-66869 Reg. No. 4463133 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 3/30/01 |
| 14789-2100 06990-0013-HK01 | HK | 99/09506 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 No. B00301 |
| 14789-2100 06990-0013-HK02 | HK | 99/09507 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 No. B00302 |
| 14789-2100 06990-0013-HK03 | HK | 99/09508 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 No. B00303 |
| 14789-2100 06990-0013-HK04 | HK | 99/09509 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 No. B00304 |
| 14789-2100 06990-0013-KR01 | KR | 4519990001801 Reg. No. 1622 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED |
| 14789-2100 | MX | 384,540 Reg. No. 651,886 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 4/28/00 |
| 14789-2100 | MX | 384,541 Reg. No. 654,819 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 5/24/00 |
| 14789-2100 | MX | 384,541 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/11/00 |
| 14789-2100 06990-0013-NZ01 | NZ | 313119 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-NZ02 | NZ | 313120 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-NZ03 | NZ | 313121 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-NZ04 | NZ | 313113 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/21/99 |
| 14789-2100 06990-0013-RO01 | RO | 55391 Reg. No. 40409 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 8/12/99 |
| 14789-2100 06990-0013-SG01 | SG | Reg. No. T9907664E | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/22/99 |
| 14789-2100 06990-00113-SG02 | SG | Reg. No. T9907665C | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 7/22/99 |
| 14789-2100 | SK | POZ1850-99 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |

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| <u>Client/Matter</u> | <u>Country</u> | <u>Appln / Reg. No.</u> | <u>Trademark</u> | <u>Owner</u> | <u>Status</u> |
|-------------------------------|----------------|-------------------------------------|------------------------------------|--------------|--|
| 06990-0013-SK01 | | Reg. No. 196293 | and Design II | | 8/15/01 |
| 14789-2100 06990-0013-TW01 | TW | 88-35513 Reg. No. 922736 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 1/1/01 |
| 14789-2100 06990-0013-TW02 | TW | 88-35512 Reg. No. 131118 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 10/16/00 |
| 14789-2100 06990-0013-TW03 | TW | 88-35511 Reg. No. 140384 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 3/16/01 |
| 14789-2100 06990-0013-TW04 | TW | 88-35510 Reg. No. 142739 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 5/1/01 |
| 14789-2100 06990-0013-US0 | US | 75/762,205 | ON SEMICONDUCTOR and Design II | SCI LLC | REGISTERED 2/19/02 |
| 14789-2200 | US | 75/803,064 Reg. No. 2,498,925 | ON SEMICONDUCTOR and Design III | SCI LLC | REGISTERED 10/16/01 |
| 14789-2300 | AU | 797800 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 6/17/99 |
| 14789-2300 06990-0010-CA01 | CA | 1019498 Reg. No. TMA 544,226 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 4/30/01 |
| 14789-2300 06990-0010-CA02 | CA | 1026462 Reg. No. TMA 544,075 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 4/24/01 |
| 14789-2300 06990-0010-CH01 | CH | 467767 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-CZ01 | CZ | 143882 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 11/23/01 |
| 14789-2300 | CZ | 161219 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 11/23/01 |
| | | | | | Waiting for registration certificate (per 2/4/02 associate letter) |
| 14789-2300 06990-0010-EU01 | EU | 1213586 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-HU01 | HU | M99 02895 Reg. No. 160266 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 4/3/00. |
| 14789-2300 06990-0010-IL01 | IL | 128681 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-IL02 | IL | 128684 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-IL03 | IL | 128687 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-IL04 | IL | 128690 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 14789-2300 06990-0010-JP01 | JP | 11-58134 Reg. No. 4455705 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 2/23/01 |
| 14789-2300 06990-0010-MX01 | MX | 383,052 Reg. No. 660,241 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 6/26/00 |
| 14789-2300 06990-0010-MX02 | MX | 383,053 Reg. No. 645,644 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 3/22/00 |
| 14789-2300 06990-0010-MX03 | MX | 383,054 Reg. No. 642,018 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 2/22/00 |
| 14789-2300 06990-0010-NZ01 | NZ | 311244 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 6/17/99 |
| 14789-2300 06990-0010-NZ02 | NZ | 311245 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 6/17/99 |
| 14789-2300 06990-0010-NZ03 | NZ | 311336 | ON SEMICONDUCTOR | SCI LLC | REGISTERED 6/18/99 |
| 14789-2300 | NZ | 311246 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |

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| Client/Matter | Country | Appln/ Reg. No. | Trademark | Owner | Status |
|-----------------|---------|-------------------------|------------------|---------|-----------------------|
| 06990-0010-NZ04 | | | | | 6/17/99 |
| 14789-2300 | RO | 55064 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-RO01 | | Reg. No. 39179 | | | 7/16/99 |
| 14789-2300 | SK | POZ 1541-99 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-SK01 | | Reg. No. 196963 | | | 10/15/01 |
| 14789-2300 | TW | 8831875 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-TW01 | | Reg. No. 927735 | | | 2/1/01 |
| 14789-2300 | TW | 8854431 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| | | Reg. No. 135661 | | | 1/1/01 |
| | | | | | Assignment from SCGHK |
| 14789-2300 | TW | 8831871 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-TW02 | | Reg. No. 131117 | | | 10/16/00 |
| 14789-2300 | TW | 8831870 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-TW03 | | Reg. No. 140383 | | | 3/16/01 |
| 14789-2300 | TW | 8831869 | ON SEMICONDUCTOR | SCI LLC | REGISTERED |
| 06990-0010-TW04 | | Reg. No. 142673 | | | 5/1/01 |
| 14789-2400 | AU | 797805 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-AU01 | | | | | 6/17/99 |
| 14789-2400 | CA | 1019497 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-CA01 | | Reg. No. TMA 544,102 | | | 4/24/01 |
| 14789-2400 | CA | 1026459 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-CA02 | | Reg. No. TMA 544,091 | | | 4/24/01 |
| 14789-2400 | CN | 9900087847 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-CN01 | | Reg. No. 1505932 | | | 1/14/01 |
| 14789-2400 | CZ | 161220 | ON and Design | SCI LLC | REGISTERED |
| | | | | | 11/23/01 |
| 14789-2400 | EU | Reg. No. 1215409 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-EU01 | | | | | 6/21/99 |
| 14789-2400 | HU | M99 02896 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-HU01 | | Reg. No. 160 090 | | | |
| 14789-2400 | IL | 128683 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-IL01 | | | | | |
| 14789-2400 | IL | 128686 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-IL02 | | | | | |
| 14789-2400 | IL | 128689 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-IL03 | | | | | |
| 14789-2400 | IL | 128692 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-IL04 | | | | | |
| 14789-2400 | MX | 383,047 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-MX01 | | Reg. No. 654,811 | | | 5/24/00 |
| 14789-2400 | MX | 383,050 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-MX02 | | Reg. No. 647569 | | | 3/28/00 |
| 14789-2400 | MX | 383,049 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-MX03 | | Reg. No. 647,568 | | | 3/28/00 |
| 14789-2400 | MX | 383,051 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-MX04 | | Reg. No. 702,293 | | | 6/20/01 |
| 14789-2400 | NZ | 311250 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-NZ01 | | | | | 6/17/99 |
| 14789-2400 | NZ | 311251 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-NZ02 | | | | | 6/17/99 |
| 14789-2400 | NZ | 311338 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-NZ03 | | | | | 6/17/99 |
| 14789-2400 | NZ | 311252 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-NZ04 | | | | | 6/17/99 |
| 14789-2400 | RO | 55066 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-RO01 | | Reg. No. 39180 | | | |
| 14789-2400 | SK | POZ 1543-99 | ON and Design | SCI LLC | REGISTERED |
| 06990-0011-SK01 | | Reg. No. 196291 | | | 8/15/01 |
| 14789-2400 | TH | 393321 | ON and Design | SCI LLC | REGISTERED |

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| Client/Matter | Country | Appln / Reg. No. | Trademark | Owner | Status |
|--------------------------------|---------|-------------------------------------|--|---------|--|
| 06990-0011-TH01 | | Reg. No. KOR124240 | | | Change of address submitted, awaiting registration of amendment. |
| 14789-2400 06990-0011-TH02 | TH | 393322 Reg. No. BOR11193 | ON and Design | SCI LLC | REGISTERED Change of address submitted, awaiting registration of amendment. |
| 14789-2400 06990-0011-TH03 | TH | 393323 Reg. No. BOR11192 | ON and Design | SCI LLC | REGISTERED Change of address submitted, awaiting registration of amendment. |
| 14789-2400 06990-0011-TH-04 | TH | 393324 Reg. No. BOR11190 | ON and Design | SCI LLC | REGISTERED Change of address submitted, awaiting registration of amendment. |
| 14789-2400 06990-0011-TW01 | TW | 8831873 Reg. No. 916039 | ON and Design | SCI LLC | REGISTERED 12/01/00 |
| 14789-2400 | TW | 8854429 Reg. No. 132289 | ON and Design | SCI LLC | REGISTERED 11/16/00 Assigned from SCGHK |
| 14789-2400 06990-0011-TW02 | TW | 8831872 Reg. No. 129331 | ON and Design | SCI LLC | REGISTERED 9/16/00 |
| 14789-2400 06990-0011-TW03 | TW | 8831865 Reg. No. 129361 | ON and Design | SCI LLC | REGISTERED 9/16/00 |
| 14789-2400 06990-0011-TW04 | TW | 8831864 Reg. No. 134914 | ON and Design | SCI LLC | REGISTERED 12/16/00 |
| 14789-2400 06990-0011-US01 | US | 75/751,051 Reg. No. 2,523,968 | ON and Design | SCI LLC | REGISTERED 1/1/02 |
| 14789-2400 06990-0011-CH01 | CH | 053901999 Reg. No. 491871 | ON and Design | SCI LLC | REGISTERED |
| 14789-2400 | SG | T99/062361 | ON & Design | SCI LLC | REGISTERED 6/18/99 |
| 14789-2800 | US | 76/124179 | ON | SCI LLC | REGISTERED 3/5/02 |
| 14789-90053 | TW | 8854433 Reg. No. 133530 | ONSEMI (stylized) | SCI LLC | REGISTERED 12/1/00 Assigned from SCGHK |
| 14789-90061 | TW | 8854432 Reg. No. 132291 | ON SEMI (stylized) | SCI LLC | REGISTERED 11/16/00 Assigned from SCGHK |
| 14789-907 | CZ | 160376 Reg. No. 238587 | ON & Rendering of Three-Dimensional Design | SCI LLC | REGISTERED 11/23/01 |
| 14789-907 | MX | 474,517 | ON & Rendering of Three-Dimensional Design | SCI LLC | REGISTERED |
| 4789-907 | KR | 45-2000-4428 Reg. No. 4505 | ON & Rendering of Three-Dimensional Design | SCI LLC | REGISTERED 1/9/02 |
| 4789-907 | US | 76/124,177 | ON & Rendering of Three-Dimensional Design | SCI LLC | REGISTERED 2/5/02 |
| 14789-908 | US | 76/124178 Reg. No. 2535981 | ON & Design (claim to color) | SCI LLC | REGISTERED 2/5/02 |
| 14789-90045 | TW | 88-54430 Reg. No. 132290 | Chinese Characters pronounced "An Sun Mei" | SCI LLC | REGISTERED 11/16/00 |
| 14789-4800 | JP | H05-040748 | RAIL-TO-RAIL | SCI LLC | REGISTERED 5/31/96 Reg. #3155695 |

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|----------------------|----------------|-------------------------|-----------------------------|--------------|--|
| 14789-4900 | JP | H03-080097 | SCANSWITCH | SCI LLC | REGISTERED 12/25/96 Reg. #2718302 |
| 14789-5000 | JP | H04-006519 | SENSEFET | SCI LLC | REGISTERED 5/31/94 Reg. No. 2665573 |
| 14789-5100 | JP | H04-037609 | SMALLBLOCK | SCI LLC | REGISTERED 6/29/94 Reg. No. 2673549 |
| 14789-5200 | USA | | SMART REGULATOR | SCI LLC | REGISTERED 10/8/96 Reg. No. 2,006,706 |
| 14789-5300 | USA | | SMART REGULATOR and logo | SCI LLC | REGISTERED 10/8/96 Reg. No. 2,006,707 |
| 14789-5400 | FR | 1474886 | SURMETIC | SCI LLC | REGISTERED 5/14/98 (renewed) Reg. No. 1474886 |
| 14789-5400 | JP | H03-077036 | SURMETIC | SCI LLC | REGISTERED 3/31/94 Reg. No. 2632152 |
| 14789-5500 | JP | H03-077035 | SWITCHMODE | SCI LLC | REGISTERED 12/12/97 Reg. No. 4091503 |
| 14789-5600 | JP | 11-008056 | TMOS | SCI LLC | REGISTERED 6/29/01 Reg. No. 4486454 Mark published for opposition in Official Gazette |
| 14789-5600 | BX | 750238 | TMOS | SCI LLC | REGISTERED Reg. No. 485917 |
| 14789-5600 | FI | 4075-6/90 | TMOS | SCI LLC | REGISTERED 4/6/92 Reg. No. 118108 |
| 14789-5600 | FR | 92441837 | TMOS | SCI LLC | REGISTERED 11/16/92 Reg. No. 92441837 |
| 14789-5600 | JP | H04-319400 | TMOS | SCI LLC | REGISTERED 10/31/95 Reg. No. 3082598 |
| 14789-5600 | IT | 41462C/90 | TMOS | SCI LLC | REGISTERED 7/3/93 Reg. No. 601188 |
| 14789-5600 | DE | M67944/9wz | TMOS | SCI LLC | REGISTERED Reg. No. 1184884 |
| 14789-5600 | NO | 90 4072 | TMOS | SCI LLC | REGISTERED 6/24/93 Reg. No. 157233 Associate acknowledgement re: assignment received 7/24/00 |
| 14789-5700 | DE | M67943/9 Wz | TMOS (Device) | SCI LLC | REGISTERED 10/11/91 Reg. No. 1181510 |
| 14789-5700 | IT | 41461C/90 | TMOS (Device) | SCI LLC | REGISTERED 7/13/93 Reg. No. 601187 |

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|----------------------|----------------|-------------------------|------------------|--------------|--|
| 14789-5700 | NO | 90 4073 | TMOS (Device) | SCI LLC | REGISTERED 1/9/92 Reg. No. 14856. |
| 14789-5700 | BX | 750237 | TMOS (Device) | SCI LLC | REGISTERED 8/8/90 Reg. No. 486145 |
| 14789-5700 | FI | 4076/90 | TMOS (Device) | SCI LLC | REGISTERED 4/6/92 Reg. No. 118109 |
| 14789-5700 | FR | 1615067 | TMOS (Device) | SCI LLC | REGISTERED 8/14/90 Reg. No. 1615067 Renewed |
| 14789-5900 | JP | H04-031655 | UNIWATT | SCI LLC | REGISTERED 5/31/94 Reg. No. 2671353 |
| 14789-6000 | JP | H08-116097 | WAVEFET | SCI LLC | REGISTERED 7/3/98 Reg. No. 4162693 |
| 14789-6100 | JP | H04-001817 | ZIP R TRIM | SCI LLC | REGISTERED 4/25/97 Reg. No. 2720707 |

ii) Trademarks Registered and Applied For

| <u>App/Reg. Number</u> | <u>Filing Date</u> | <u>Trademark</u> | <u>Owner</u> |
|------------------------|--------------------|--------------------------------|--------------|
| 868128 | 7/27/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 384,538 | 7/26/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/08238 | 8/25/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/08237 | 8/25/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/08235 | 8/25/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/08236 | 8/25/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 4-1999-05472 | 7/29/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| T9907666A | 7/22/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| T9907667Z | 7/22/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 393684 | 7/30/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 393685 | 7/30/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 393686 | 7/30/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 393687 | 7/30/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 9914301 | 9/2/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 75/979,984 | DIV. | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/13079 | 7/21/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/13080 | 7/21/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/13081 | 7/21/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 99/13082 | 7/21/99 | ON SEMICONDUCTOR and Design II | SCILLC |
| 861964 | 06/21/99 | ON SEMICONDUCTOR | SCILLC |
| 99-05696 | 06/28/99 | ON SEMICONDUCTOR | SCILLC |
| 99-05699 | 06/28/99 | ON SEMICONDUCTOR | SCILLC |
| 99-05700 | 06/28/99 | ON SEMICONDUCTOR | SCILLC |
| 99-05701 | 06/28/99 | ON SEMICONDUCTOR | SCILLC |
| 04539 | 06/24/99 | ON SEMICONDUCTOR | SCILLC |
| T99/06242C | | ON SEMICONDUCTOR | SCILLC |
| T99/06244Z | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| T99/06245H | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| 00/20795 | 9/29/00 | ON SEMICONDUCTOR | SCILLC |
| 75/751,026 | 07/14/99 | ON SEMICONDUCTOR | SCILLC |

| <u>App/Reg. Number</u> | <u>Filing Date</u> | <u>Trademark</u> | <u>Owner</u> |
|------------------------|-------------------------------|--|--------------|
| 75/979745 | Div. | ON SEMICONDUCTOR | SCILLC |
| 099/10743 | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| 099/10744 | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| 099/10745 | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| 099/10746 | 06/18/99 | ON SEMICONDUCTOR | SCILLC |
| 9900087849 | 7/28/99 | ON and Design | SCILLC |
| 861966 | 6/21/99 | ON and Design | SCILLC |
| 99-05698 | 6/24/99 | ON and Design | SCILLC |
| 99-05694 | 6/24/99 | ON and Design | SCILLC |
| 99-05697 | 6/24/99 | ON and Design | SCILLC |
| 99-05695 | 6/24/99 | ON and Design | SCILLC |
| T99/06234B | 6/18/99 | ON and Design | SCILLC |
| T99/06235J | 6/18/99 | ON and Design | SCILLC |
| T99/06236I | 6/18/99 | ON and Design | SCILLC |
| T99/06237G | 6/18/99 | ON and Design | SCILLC |
| 9911485 | 7/16/99 | ON and Design | SCILLC |
| 75/979483 | DIV. | ON and Design | SCILLC |
| 099/10751 | 6/18/99 | ON and Design | SCILLC |
| 099/10752 | 6/18/99 | ON and Design | SCILLC |
| 099/10753 | 6/18/99 | ON and Design | SCILLC |
| 099/10754 | 6/18/99 | ON and Design | SCILLC |
| 76/123470 | 9/7/00 | ONNN | SCILLC |
| 2001031384 | Convention filed 3/7/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2001031385 | Convention filed 3/7/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2001031386 | Convention filed 3/7/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 1928639 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2001/03551 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2001/03552 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2001/03553 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 994350 | Convention filed 3/5/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2000-113820 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 45-2000-4428 | 9/15/00 non- convention | ON & Rendering of Three-Dimensional Design | SCILLC |
| 474,519 | Convention filed 3/7/01 | ON & Rendering of Three – Dimensional Design | SCILLC |
| 474,518 | Convention filed 3/7/01 | ON & Rendering of Three – Dimensional Design | SCILLC |
| 2000/17649 | Convention filed 7/12/00 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2000/17650 | Convention filed 7/12/00 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 2000/17651 | Convention filed 7/12/00 | ON & Rendering of Three-Dimensional Design | SCILLC |
| TO1/02961I | Convention | ON & Rendering of Three-Dimensional Design | SCILLC |

| <u>App/Reg. Number</u> | <u>Filing Date</u> | <u>Trademark</u> | <u>Owner</u> |
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| | filed 3/5/01 | | |
| TO1/02962G | Convention filed 3/5/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| TO1/02963E | Convention filed 3/5/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| POZ 3403-2000 | Convention filed | ON & Rendering of Three-Dimensional Design | SCILLC |
| 90-7410 | Convention filed Appln. filed 3/6/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 90-7411 | Convention filed Appln. filed 3/6/01 | ON & Rendering of Three-Dimensional Design | SCILLC |
| 90-7412 | Convention filed Appln. filed 3/6/01 | ON & Rendering of Three-Dimensional Design | SCILLC |