



## TRADEMARKS

## i) Registered Trademarks

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
14789-3000	JP	H04-005942 Reg. No. 2665571	ALEXIS	SCI LLC	REGISTERED 5/31/94
14789-3100	JP	H04-037602 Reg. No. 2671366	Bullet-Proof and design	SCI LLC	REGISTERED 5/31/94
14789-3200	JP	H04-031642 Reg. No. 2671344	CHIPSCRETE and design	SCI LLC	REGISTERED 5/31/94
14789-3300	JP	H04-031643 Reg. No. 2671345	DUOWATT	SCI LLC	REGISTERED 5/31/94
14789-3600	JP	H04-001813 Reg. No. 2665557	EpiBase and design	SCI LLC	REGISTERED 5/31/94
14789-3700	JP	H04-031645 Reg. No. 2671347	GEMFET	SCI LLC	REGISTERED 5/31/94
14789-3800	JP	H04-327328 Reg. No. 3127040	HDTMOS	SCI LLC	REGISTERED 3/29/96
14789-3800	US	74/334,955 Reg. No. 1,853,061	HDTMOS	SCI LLC	REGISTERED 9/6/94
14789-3900	JP	H045-28658 Reg. No. 3140938	HVTMOS	SCI LLC	REGISTERED 4/30/96
14789-4000	JP	H03-028477 Reg. No. 2613933	ICePAK and Design	SCI LLC	REGISTERED 12/24/93
14789-4100	JP	H04-031649 Reg. No. 2671348	MHTL	SCI LLC	REGISTERED 5/31/94
14789-4200	JP	H04-037612 Reg. No. 2693533	MOSORB	SCI LLC	REGISTERED 8/31/94
14789-4300	JP	H04-031651 Reg. No. 2671350	MRTL	SCI LLC	REGISTERED 5/31/94
14789-4400	JP	H04-031652 Reg. No. 2671351	MTTL	SCI LLC	REGISTERED 5/31/94
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
14789-2000 06990-0008-NZ03	NZ	311337	ON SEMICONDUCTOR and Design	SCI LLC	REGISTERED
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

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
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 Reg. No. B00301	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-HK02	HK	99/09507 Reg. No. B00302	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-HK03	HK	99/09508 Reg. No. B00303	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
14789-2100 06990-0013-HK04	HK	99/09509 Reg. No. B00304	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/21/99
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	MX	384,538 Reg. No. 738,069	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 3/19/02
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 06990-0013-SK01	SK	POZ1850-99 Reg. No. 196293	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 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
14789-2100	US	75/979,984 Reg. No. 2,600,082	ON SEMICONDUCTOR and Design II	SCI LLC	REGISTERED 7/30/02
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

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
					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 Reg. No. 238119	ON SEMICONDUCTOR	SCI LLC	REGISTERED 11/23/01
14789-2300	CZ	161219 Reg. No. 238711	ON SEMICONDUCTOR	SCI LLC	REGISTERED 11/23/01
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 06990-0010-NZ04	NZ	311246	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/17/99
14789-2300 06990-0010-RO01	RO	55064 Reg. No. 39179	ON SEMICONDUCTOR	SCI LLC	REGISTERED 7/16/99
14789-2300 06990-0010-SG03	SG	T99/06244Z	ON SEMICONDUCTOR	SCI LLC	REGISTERED 6/18/99
14789-2300 06990-0010-SK01	SK	POZ 1541-99 Reg. No. 196963	ON SEMICONDUCTOR	SCI LLC	REGISTERED 10/15/01
14789-2300 06990-0010-TW01	TW	8831875 Reg. No. 927735	ON SEMICONDUCTOR	SCI LLC	REGISTERED 2/1/01
14789-2300	TW	8854431 Reg. No. 135661	ON SEMICONDUCTOR	SCI LLC	REGISTERED 1/1/01
					Assignment from SCGHK
14789-2300 06990-0010-TW02	TW	8831871 Reg. No. 131117	ON SEMICONDUCTOR	SCI LLC	REGISTERED 10/16/00
14789-2300 06990-0010-TW03	TW	8831870 Reg. No. 140383	ON SEMICONDUCTOR	SCI LLC	REGISTERED 3/16/01
14789-2300	TW	8831869	ON SEMICONDUCTOR	SCI LLC	REGISTERED

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
06990-0010-TW04		Reg. No. 142673			5/1/01
14789-2300	US	75/751,026	ON SEMICONDUCTOR	SCI LLC	REGISTERED
06990-00100-US01		Reg. No. 2,580,639			6/18/02
14789-2300	US	75/979,745	ON SEMICONDUCTOR	SCI LLC	REGISTERED
06990-00100-US02		Reg. No. 2,566,550			5/7/02
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. 160090			
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	SG	T99/06236I	ON and Design	SCI LLC	REGISTERED
06990-0011-SG03					6/18/99
14789-2400	SG	T99/06237G	ON and Design	SCI LLC	REGISTERED
06990-0011-SG04					6/18/99
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
06990-0011-TH01		Reg. No. KOR124240			
14789-2400	TH	393322	ON and Design	SCI LLC	REGISTERED
06990-0011-TH02		Reg. No.			

Client/Matter	Country	Appl / Reg. No.	Trademark	Owner	Status
		BOR11193			
14789-2400 06990-0011-TH03	TH	393323 Reg. No. BOR11192	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-TH--04	TH	393324 Reg. No. BOR11190	ON and Design	SCI LLC	REGISTERED
14789-2400 06990-0011-TR01	TR	9911485 Reg. No. 2,580,801	ON and Design	SCI LLC	REGISTERED 6/18/02
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
14789-24700 06990-0011-US02	US	75/979,483 Reg. No. 2,580,801	ON and Design	SCI LLC	REGISTERED 6/18/02
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	CN	2001031386 Reg. No. 1962156	ON & Rendering of Three- Dimensional Design	SCI LLC	REGISTERED 9/14/02
14789-907	CZ	160376 Reg. No. 238587	ON & Rendering of Three- Dimensional Design	SCI LLC	REGISTERED 11/23/01
14789-907	EP	Reg. No. 1928639	ON & Rendering of Three- Dimensional Design	SCI LLC	REGISTERED 10/30/02
14789-907	JP	2000-113820 Reg. No. 4573657	ON & Rendering of Three- Dimensional Design	SCI LLC	REGISTERED 5/31/02
14789-907	KR	45-2000-4428 Reg. No. 4505	ON & Rendering of Three- Dimensional Design	SCI LLC	REGISTERED 1/9/02
14789-907	MX	474,519 Reg. No. 736021	ON & Rendering of Three- Dimensional Design	SCI LLC	REGISTERED
14789-907	MX	474,517	ON & Rendering of Three- Dimensional Design	SCI LLC	REGISTERED
14789-907	SK	POZ 3403-2000 Reg. No. 2000592	ON & Rendering of Three- Dimensional Design	SCI LLC	REGISTERED 10/8/02
14789-907	TW	90-7410 Reg. No. 989912	ON & Rendering of Three- Dimensional Design	SCI LLC	REGISTERED 3/16/02

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
14789-907	TW	90-7411 Reg. No. 161772	ON & Rendering of Three-Dimensional Design	SCI LLC	REGISTERED 3/16/02
14789-907	TW	90-7412 Reg. No. 165343	ON & Rendering of Three-Dimensional Design	SCI LLC	REGISTERED 6/16/02
14789-907	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 Reg. No. 3155695	RAIL-TO-RAIL	SCI LLC	REGISTERED 5/31/96
14789-4900	JP	H03-080097 Reg. No. 2718302	SCANSWITCH	SCI LLC	REGISTERED 12/25/96
14789-5000	JP	H04-006519 Reg. No. 2665573	SENSEFET	SCI LLC	REGISTERED 5/31/94
14789-5100	JP	H04-037609 Reg. No. 2673549	SMALLBLOCK	SCI LLC	REGISTERED 6/29/94
14789-5200	US	Reg. No. 2,006,706	SMART REGULATOR	SCI LLC	REGISTERED 10/8/96
14789-5300	US	Reg. No. 2,006,707	SMART REGULATOR and logo	SCI LLC	REGISTERED 10/8/96
14789-5400	FR	1474886 Reg. No. 1474886	SURMETIC	SCI LLC	REGISTERED 5/14/98 (renewed)
14789-5400	JP	H03-077036 Reg. No. 2632152	SURMETIC	SCI LLC	REGISTERED 3/31/94
14789-5500	JP	H03-077035 Reg. No. 4091503	SWITCHMODE	SCI LLC	REGISTERED 12/12/97
14789-5600	JP	11-008056 Reg. No. 4486454	TMOS	SCI LLC	REGISTERED 6/29/01
14789-5600	BX	750238 Reg. No. 485917	TMOS	SCI LLC	REGISTERED
14789-5600	FI	4075-6/90 Reg. No. 118108	TMOS	SCI LLC	REGISTERED 4/6/92
14789-5600	FR	92441837 Reg. No. 92441837	TMOS	SCI LLC	REGISTERED 11/16/92
14789-5600	JP	H04-319400 Reg. No. 3082598	TMOS	SCI LLC	REGISTERED 10/31/95
14789-5600	IT	41462C/90 Reg. No. 601188	TMOS	SCI LLC	REGISTERED 7/3/93
14789-5600	DE	M67944/9wz Reg. No. 1184884	TMOS	SCI LLC	REGISTERED
14789-5600	NO	90 4072 Reg. No. 157233	TMOS	SCI LLC	REGISTERED 6/24/93
14789-5700	DE	M67943/9 Wz Reg. No. 1181510	TMOS (Device)	SCI LLC	REGISTERED 10/11/91
14789-5700	IT	41461C/90 Reg. No. 601187	TMOS (Device)	SCI LLC	REGISTERED 7/13/93
14789-5700	NO	90 4073 Reg. No. 14856	TMOS (Device)	SCI LLC	REGISTERED 1/9/92
14789-5700	BX	750237 Reg. No. 486145	TMOS (Device)	SCI LLC	REGISTERED 8/8/90
14789-5700	FI	4076/90 Reg. No. 118109	TMOS (Device)	SCI LLC	REGISTERED 4/6/92
14789-5700	FR	1615067 Reg. No. 1615067	TMOS (Device)	SCI LLC	REGISTERED 8/14/90 (renewed)
14789-5900	JP	H04-031655 Reg. No. 2671353	UNIWATT	SCI LLC	REGISTERED 5/31/94

Client/Matter	Country	Appln / Reg. No.	Trademark	Owner	Status
14789-6000	JP	H08-116097 Reg. No. 4162693	WAVEFET	SCI LLC	REGISTERED 7/3/98
14789-6100	JP	H04-001817 Reg. No. 2720707	ZIP R TRIM	SCI LLC	REGISTERED 4/25/97

ii) Trademarks Applied For and Registration Pending

Client/Matter	Country	Application No.	Filing Date	Trademark	Owner
14789-2100 06990-0013-IN01	IN	868128	7/27/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-MY01	MY	99/08238	8/25/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-MY02	MY	99/08237	8/25/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-MY03	MY	99/08235	8/25/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-MY04	MY	99/08236	8/25/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-PH01	PH	4-1999-05472	7/29/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-SG03	SG	T9907666A	7/22/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-SG04	SG	T9907667Z	7/22/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-TH01	TH	393684	7/30/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-TH02	TH	393685	7/30/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-TH03	TH	393686	7/30/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-TH04	TH	393687	7/30/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-TR01	TR	9914301	9/2/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-ZA01	ZA	99/13079	7/21/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-ZA02	ZA	99/13080	7/21/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-ZA03	ZA	99/13081	7/21/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2100 06990-0013-ZA04	ZA	99/13082	7/21/99	ON SEMICONDUCTOR and Design II	SCI LLC
14789-2300 06990-0010-IN01	IN	861964	6/21/99	ON SEMICONDUCTOR	SCI LLC
14789-2300 06990-0010-MY01	MY	99-05696	6/28/99	ON SEMICONDUCTOR	SCI LLC
14789-2300 06990-0010-MY02	MY	99-05699	6/28/99	ON SEMICONDUCTOR	SCI LLC
14789-2300 06990-0010-MY03	MY	99-05700	6/28/99	ON SEMICONDUCTOR	SCI LLC
14789-2300 06990-0010-MY04	MY	99-05701	6/28/99	ON SEMICONDUCTOR	SCI LLC
14789-2300 06990-0010-PH01	PH	04539	6/24/99	ON SEMICONDUCTOR	SCI LLC
14789-2300 06990-0010-SG01	SG	T99/06242C		ON SEMICONDUCTOR	SCI LLC
14789-2300	SG	T99/06245H	6/18/99	ON SEMICONDUCTOR	SCI LLC



Client/Matter	Country	Application No.	Filing Date	Trademark	Owner
06990-0010-SG04					
14789-2300	TR	00/20795	9/29/00	ON SEMICONDUCTOR	SCI LLC
14789-2300	ZA	099/10743	6/18/99	ON SEMICONDUCTOR	SCI LLC
06990-0010-ZA01					
14789-2300	ZA	099/10744	6/18/99	ON SEMICONDUCTOR	SCI LLC
06990-0010-ZA02					
14789-2300	ZA	099/10745	6/18/99	ON SEMICONDUCTOR	SCI LLC
06990-0010-ZA03					
14789-2300	ZA	099/10746	6/18/99	ON SEMICONDUCTOR	
06990-0010-ZA04					
14789-2400	CN	9900087849	7/28/99	ON and Design	SCI LLC
06990-0011-CN03					
14789-2400	IN	861966	6/21/99	ON and Design	SCI LLC
06990-0011-IN01					
14789-2400	MY	99-05698	6/24/99	ON and Design	SCI LLC
06990-0011-MY01					
14789-2400	MY	99-05694	6/24/99	ON and Design	SCI LLC
06990-0011-MY02					
14789-2400	MY	99-05697	6/24/99	ON and Design	SCI LLC
06990-0011-MY03					
14789-2400	MY	99-05695	6/24/99	ON and Design	SCI LLC
06990-0011-MY04					
14789-2400	SG	T99/06234B	6/18/99	ON and Design	SCI LLC
06990-0011-SG01					
14789-2400	SG	T99/06235J	6/18/99	ON and Design	SCI LLC
06990-0011-SG02					
14789-2400	ZA	099/10751	6/18/99	ON and Design	SCI LLC
06990-0011-ZA01					
14789-2400	ZA	099/10752	6/18/99	ON and Design	SCI LLC
06990-0011-ZA02					
14789-2400	ZA	099/10753	6/18/99	ON and Design	SCI LLC
06990-0011-ZA03					
14789-2400	ZA	099/10754	6/18/99	ON and Design	SCI LLC
06990-0011-ZA04					
14789-2900	US	76/123,470	9/7/00	ONNN	SCI LLC
14789-907	CN	2001031384	Convention filed 3/7/0+1	ON & Rendering of Three-Dimensional Design	SCI LLC
14789-907	CN	2001031385	Convention filed 3/7/01	ON & Rendering of Three-Dimensional Design	SCI LLC
14789-907	HK	2001/03551		ON & Rendering of Three-Dimensional Design	SCI LLC
14789-907	HK	2001/03552		ON & Rendering of Three-Dimensional Design	SCI LLC
14789-907	HK	2001/03553		ON & Rendering of Three-Dimensional Design	SCI LLC
14789-907	IN	994350	Convention filed 3/5/01	ON & Rendering of Three-Dimensional Design	SCI LLC
14789-907	MX	474,518	Convention filed 3/7/01	ON & Rendering of Three-Dimensional Design	SCI LLC
14789-907	MY	2000/17649	Convention filed 7/12/00	ON & Rendering of Three-Dimensional Design	SCI LLC
14789-907	MY	2000/17650	Convention filed 7/12/00	ON & Rendering of Three-Dimensional Design	SCI LLC
14789-907	MY	2000/17651	Convention filed 7/12/00	ON & Rendering of Three-Dimensional Design	SCI LLC
14789-907	SG	TO1/029611	Convention filed 3/5/01	ON & Rendering of Three-Dimensional Design	SCI LLC
14789-907	SG	TO1/02962G	Convention filed 3/5/01	ON & Rendering of Three-Dimensional Design	SCI LLC

<b>Client/Matter</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Trademark</b>	<b>Owner</b>
14789-907	SG	TO1/02963E	Convention filed 3/5/01	ON & Rendering of Three-Dimensional Design	SCI LLC

SECURITY AGREEMENT dated as of August 4, 1999, as amended and restated as of March 3, 2003, among SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC, a Delaware limited liability company (the "*Borrower*"), ON SEMICONDUCTOR CORPORATION, a Delaware corporation ("*Holdings*"), each subsidiary of Holdings listed on Schedule I hereto (each such subsidiary individually a "*Subsidiary*" or a "*Subsidiary Guarantor*" and, collectively, the "*Subsidiary Guarantors*"; Holdings, the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and JPMORGAN CHASE BANK, a New York banking corporation ("*JPMCB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

## WITNESSETH:

WHEREAS, (a) the Companies, certain lenders from time to time party thereto (the "*Lenders*"), and JPMCB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), are parties to the Credit Agreement dated as of August 4, 1999, as amended and restated as of April 3, 2000, and (b) Holdings, the Subsidiary Guarantors and the Administrative Agent are parties to a Guarantee Agreement dated as of August 4, 1999 (as amended, supplemented or modified from time to time, the "*Guarantee Agreement*");

WHEREAS, pursuant to the terms, conditions and provisions of (a) the Indenture dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "*Indenture*"), among the Companies, the Subsidiary Guarantors and Wells Fargo Bank Minnesota, National Association, as trustee (the "*Trustee*"), and (b) the Purchase Agreement dated as of February 26, 2003, among the Companies, the Subsidiary Guarantors and Salomon Smith Barney Inc., Credit Suisse First Boston LLC, J.P. Morgan Securities Inc. and Morgan Stanley & Co. Incorporated (the "*Initial Purchasers*"), the Companies are issuing \$200,000,000 aggregate principal amount of 12% Senior Secured Notes due 2010 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 Subsidiary Guarantors;

WHEREAS, the Companies and certain Lenders under the Credit Agreement referred to above have entered into an Amendment and Restatement Agreement dated as of February 14, 2003 (the "*Amendment and Restatement Agreement*"), to amend and restate the Credit Agreement referred to above as of February 14, 2003 (such Credit Agreement, as further amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*") in order to, among other things, permit, subject to certain terms and conditions, (a) the issuance of the Notes by the Companies and (b) the amendment of the Security Documents to provide for securing the Note Obligations thereunder;

WHEREAS, the parties hereto are parties to the Security Agreement dated as of August 4, 1999, as amended, supplemented and modified from time to time prior to the date hereof, and are entering into this Agreement to effect the securing of the Note Obligations hereunder and other related amendments contemplated by the Amendment and Restatement Agreement and the Indenture;

hereof, and are entering into this Agreement to effect the securing of the Note Obligations hereunder and other related amendments contemplated by the Amendment and Restatement Agreement and the Indenture;

WHEREAS, the Companies, the Collateral Agent and the Trustee have entered into a Collateral Sharing Agreement dated as of the date hereof (the "*Collateral Sharing Agreement*"); and

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

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, 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 Credit Agreement or the Indenture, as applicable.

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 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; *provided* that the Collateral shall not include (i) more than 65% of the issued and outstanding voting stock of any Foreign Subsidiary, (ii) any Equity Interests in any Foreign Joint Venture Company to the extent that such a pledge is prohibited by the constitutive documents of such Foreign Joint Venture Company and (iii) to the extent that applicable law requires that a Subsidiary issue directors' qualifying shares, such qualifying shares.

*“Collateral Sharing Agreement”* shall have the meaning assigned to such term in the recitals to this Agreement.

*“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.

*“Companies”* means Holdings and the Borrower.

*“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 to this Agreement.

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

*“Entitlement Holder”* shall mean a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the UCC, 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.

*“Equity Interests”* shall mean shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

*“Event of Default”* shall mean any “Event of Default” under the Credit Agreement or any “Event of Default” under the Indenture (in each case, as such term is defined in the Credit Agreement or the Indenture, as applicable).

*“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 UCC. 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.

*“Financial Officer”* shall mean the chief financial officer, principal accounting officer, treasurer or controller of the Borrower or Holdings, as applicable.

*“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 have the meaning assigned to such term in the Credit Agreement.

*“Indemnitees”* shall mean (a) the Collateral Agent, (b) the Indemnitees specified in Section 9.03(b) of the Credit Agreement, and (c) the Trustee, the Noteholders and each Affiliate of the Trustee and the Noteholders.

*“Indenture Documents”* shall mean (a) the Indenture and the Notes and (b) any other related document or instrument executed and delivered pursuant to any Indenture Document described in clause (a) above evidencing or governing any obligations thereunder.

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

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

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

*“Issuing Bank”* shall have the meaning assigned to such term in the Credit Agreement.

*“Letter of Credit”* shall have the meaning assigned to such term in the Credit Agreement.

*“Lien”* shall have the meaning assigned to such term in the Credit Agreement.

*“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).

*“Loan Parties”* shall mean the Companies and the other Grantors.

*“Loans”* shall have the meaning assigned to such term in the Credit Agreement.

*“Noteholder”* shall mean the Person in whose name a Note is registered on the books of the registrar for the Notes.

*“Note Obligations”* shall mean all obligations of the Companies and the Subsidiary Guarantors under the 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 Companies and the Subsidiary Guarantors under the Indenture Documents, whether for fees, expenses, indemnification or otherwise.

*“Obligations”* shall mean all the obligations of the Borrower, Holdings and the Subsidiary Guarantors under the Senior Loan Documents for (a) the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of

whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements made by the Issuing Bank with respect thereto, interest thereon and obligations to provide, under certain circumstances, cash collateral in connection therewith and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties under the Credit Agreement and the other Senior Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Senior Loan Documents, (c) unless otherwise agreed to in writing by the applicable Lender party thereto, the due and punctual payment and performance of all obligations of the Borrower or any other Loan Party, monetary or otherwise, under each Hedging Agreement entered into with a counterparty that was a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement was entered into and (d) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to the Administrative Agent or any of its Affiliates and arising from treasury, depositary and cash management services in connection with any automated clearing house transfers of funds.

*“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 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by an executive officer or Financial Officer of Holdings and of the Borrower.

*“Person”* shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, entity or other party, including any government and any political subdivision, agency or instrumentality thereof.

*“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 Obligations*” shall mean, without duplication, (a) the Obligations and (b) the Note Obligations.

“*Secured Parties*” shall mean (a) the Lenders, (b) the Issuing Bank, (c) the Administrative Agent, (d) the Collateral Agent, (e) each counterparty to a Hedging Agreement entered into with the Borrower or any Loan Party if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Senior Loan Document, (g) the Trustee for the benefit of the Noteholders and (h) 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 UCC.

“*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 Documents*” means the Security Documents (as defined in the Credit Agreement and the Indenture) and any other agreement, document or instrument pursuant to which a Lien is granted securing any Secured Obligations or under which rights or remedies with respect to such Liens are governed.

“*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 Loan Documents*” shall mean the Credit Agreement, and each of the other agreements, documents and instruments providing for or evidencing the Obligations, and any other related document or instrument.

“*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.

“*UCC*” shall mean the Uniform Commercial Code as in effect in the State of New York.

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 Secured Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants

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

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

### ARTICLE III

#### *Representations and Warranties*

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

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

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

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Secured Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC or other analogous applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. §261 or 15 U.S.C. §1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. §205 and otherwise as may be required to pursuant to the laws of any other necessary jurisdiction in the United States (or any political subdivision thereof) and its territories and possessions. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement and Section 4.14 of the Indenture.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement and Section 4.14 of 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 Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement and Section 4.14 of the Indenture.

## ARTICLE IV

*Covenants*

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

SECTION 4.02. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement and Section 4.14 of the Indenture.

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

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

SECTION 4.05. *Taxes; Encumbrances.* At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement and Section 4.14 of 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 Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided* 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 Security Documents, the Senior Loan Documents or the 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 Section 6.02 of the Credit Agreement and Section 4.14 of 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, any other Security Document, the Collateral Sharing Agreement, any Senior Loan Document or any 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 Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

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

**SECTION 4.10. *Insurance.*** The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact)

for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.10, 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 Secured Obligations secured hereby.

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

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

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

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

(d) Each Grantor shall notify the Collateral Agent within 45 days after the end of each fiscal quarter of Holdings, if during the previous fiscal quarter, such Grantor has obtained knowledge or had 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 material to the conduct of its business, 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, within 45 days after the end of the fiscal quarter of Holdings in which such application is filed, it informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence and perfect the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and 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 shall notify the Collateral Agent within 45 days after the end of the fiscal quarter of Holdings in which the Grantor forms such belief and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals from the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee for the benefit of the Secured Parties in accordance with the Collateral Sharing 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* 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 Security Document, any Senior Loan Document, Indenture Document or the Collateral Sharing Agreement, 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 Security Document, any Senior Loan Document, Indenture Document or the Collateral Sharing Agreement, by law or otherwise.

## ARTICLE VI

### *Remedies*

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent (except to the extent assignment, transfer or conveyance thereof would result in a loss of said Intellectual Property), or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that

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

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the UCC 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 Secured 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 Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

**SECTION 6.02. *Application of Proceeds.*** The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, in accordance with the terms of the Collateral Sharing Agreement.

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

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

## ARTICLE VII

### *Miscellaneous*

**SECTION 7.01. *Notices.*** All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(a) if to Holdings or the Borrower, to it at 5005 East McDowell Road, Phoenix, Arizona 85008, Attention of President (Telecopy No. (602) 244-4830).

(b) if to the Collateral Agent, to JPMorgan Chase Bank, Loan and Agency Services Group, One Chase Manhattan Plaza, 8<sup>th</sup> Floor, New York, New York 10081, Attention of Gloria Javier (Telecopy No. (212) 552-5700), with a copy to JPMorgan Chase Bank, 270 Park Avenue, New York, New York 10017, Attention of Edmond DeForest (Telecopy No. (212) 270-4584).

(c) if to a Subsidiary Guarantor, to such Subsidiary Guarantor at its address or telecopy number set forth on Schedule I, with a copy to the Companies.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

**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 any other Security Document, the Collateral Sharing Agreement, any Senior Loan Document, any Indenture Document, any agreement with respect to any of the Secured 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 Secured Obligations, or any other amendment or waiver of or any consent to any departure from any Senior Loan Document, any other Security Document, the Collateral Sharing Agreement, any Indenture Document or any other agreement or instrument relating to any of the foregoing, (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 Secured Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

**SECTION 7.03. *Survival of Agreement.*** All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans and the issuance of Letters of Credit by the Issuing Bank, the execution and delivery to the Lenders of any notes evidencing such Loans, or the purchase and resale of the Notes by the Initial Purchasers, regardless of any investigation made by the Secured Parties 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, the other Security Documents, the Collateral Sharing Agreement, the Senior Loan Documents or the 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.*** (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 Security Documents, the Collateral Sharing Agreement, the Senior Loan Documents or the Indenture Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Secured 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, any other Security Document, the Collateral Sharing Agreement, any Senior Loan Document or any Indenture Document, the consummation of the transactions contemplated hereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement, any other Security Document, the Collateral Sharing Agreement, any Senior Loan Document or any Indenture Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor and shall bear interest at the rate specified in Section 2.13(c) of the Credit Agreement.

**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 and the other Secured Parties under the other Security Documents, the Collateral Sharing Agreement, the Senior Loan Documents and the Indenture Documents, as applicable, are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement, any Senior Loan Document or any 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 pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to the terms of the Collateral Sharing 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, ANY OTHER SECURITY DOCUMENT, THE COLLATERAL SHARING AGREEMENT, ANY SENIOR LOAN DOCUMENT OR ANY INDENTURE DOCUMENT. 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, ANY OTHER SECURITY DOCUMENT, THE COLLATERAL SHARING AGREEMENT, ANY SENIOR LOAN DOCUMENT OR ANY INDENTURE DOCUMENT, 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, any other Security Document, the Collateral Sharing

Agreement, the Senior Loan Documents or the 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 Administrative Agent, the Issuing Bank, any Lender, the Trustee or any Noteholder may otherwise have to bring any action or proceeding relating to this Agreement, any other Security Document, the Collateral Sharing Agreement, the Senior Loan Documents or the 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, any other Security Document, the Collateral Sharing Agreement, the Senior Loan Documents or the 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 when all the Obligations (other than those described in clauses (c) and (d) of the definition thereof) and the Note Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the LC Exposure (as defined in the Credit Agreement) has been reduced to zero and the Issuing Bank has no further obligation to issue Letters of Credit under the Credit Agreement.

(b) 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 Subsidiary of Holdings pursuant to a transaction permitted under the Senior Loan Documents and the Indenture Documents.

(c) Subject to the Collateral Sharing Agreement, upon any sale or other transfer by any Grantor of any Collateral that is permitted or not prohibited under the Senior Loan Documents and the Indenture Documents to any Person that is not a Grantor, or upon the effectiveness of any written consent to the release of the Security Interest granted hereby in any Collateral pursuant to the Senior Loan Documents and the Indenture Documents, the Security Interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c), 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 termination or release. Any execution and delivery of documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent.

SECTION 7.15. *Additional Grantors.* If, pursuant to Section 5.12 of the Credit Agreement and Sections 4.11 and 11.07 of the Indenture, Holdings is required to cause any

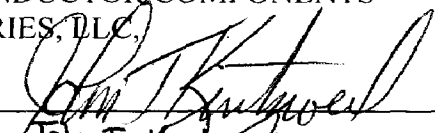
Subsidiary of Holdings that is not a Grantor to enter in to this Agreement as a Grantor, upon execution and delivery by the Collateral Agent and such Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally 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 Collateral Sharing Agreement.* Notwithstanding anything herein to the contrary, the 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 Collateral Sharing Agreement. Each Grantor agrees to be bound by the terms of the Collateral Sharing Agreement and, without limiting the generality of the foregoing, expressly agrees that all obligations and liabilities of a "Grantor" thereunder apply to such Grantor with the same force and effect as if such Grantor were a signatory thereto. In the event of any conflict between the terms of the Collateral Sharing Agreement and this Agreement, the terms of the Collateral Sharing Agreement shall govern.

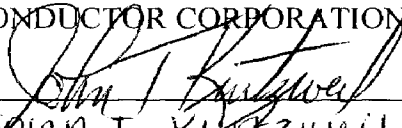


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of  
day and year first above written.

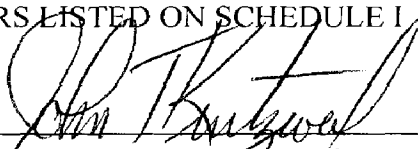
SEMICONDUCTOR COMPONENTS  
INDUSTRIES, LLC,

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

ON SEMICONDUCTOR CORPORATION,

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

EACH OF THE SUBSIDIARY  
GUARANTORS LISTED ON SCHEDULE I  
HERE TO,

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

JPMORGAN CHASE BANK, AS  
COLLATERAL AGENT,

By \_\_\_\_\_  
Name:  
Title:

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:

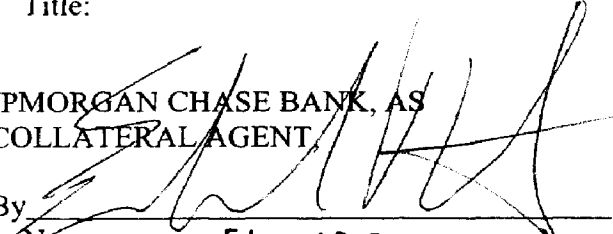
ON SEMICONDUCTOR CORPORATION,

By \_\_\_\_\_  
Name:  
Title:

EACH OF THE SUBSIDIARY GUARANTORS LISTED ON SCHEDULE I HERETO,

By \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, AS COLLATERAL AGENT,

By  \_\_\_\_\_  
Name: Edmond DeForest  
Title: Vice President

**TRADEMARK**  
**REEL: 002693 FRAME: 0523**

SUBSIDIARY GUARANTORS

<u>Subsidiary Guarantors</u>	<u>Address</u>
SCG International Development LLC	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
SCG (Malaysia SMP) Holding Corporation	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
SCG (Czech) Holding Corporation	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
SCG (China) Holding Corporation	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
Semiconductor Components Industries Puerto Rico, Inc.	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
Semiconductor Components Industries of Rhode Island, Inc.	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
Semiconductor Components Industries International of Rhode Island, Inc.	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601

**TRADEMARK**  
**REEL: 002693 FRAME: 0525**

SUBSIDIARY GUARANTORS

<u>Subsidiary Guarantors</u>	<u>Address</u>
SCG International Development LLC	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
SCG (Malaysia SMP) Holding Corporation	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
SCG (Czech) Holding Corporation	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
SCG (China) Holding Corporation	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
Semiconductor Components Industries Puerto Rico, Inc.	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
Semiconductor Components Industries of Rhode Island, Inc.	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601
Semiconductor Components Industries International of Rhode Island, Inc.	5005 East McDowell Road Phoenix, AZ 85008 Attention of General Counsel Telecopy No. (602) 244-5601

## COPYRIGHTS

Docket Number	Owner	Reg. No.	Reg. Date	Title	
ONMW 00001	USA Y	SCI-LLC		Voltage Reference K16A	
ONMW 00002	USA Y	SCI-LLC	MW 15-282	7/17/2000	Boost Regulator No. 5174 Die No. 8354
ONMW 00003	USA Y	SCI-LLC	MW 15-251	7/17/2000	Boost Regulator No. 5173, Die No. 8353
ONMW 00004	USA Y	SCI-LLC	MW 15-283	7/17/2000	Boost Regulator No. 5172, Die No. 8352
ONMW 00005	USA Y	SCI-LLC	MW 15-250	7/17/2000	Boost Regulator No. 5171, Die No. 8351
ONMW 00006	USA Y	ON Semiconductor Corporation	MW 15-318	8/28/2000	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	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	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			CURRENT MODULAR INTERFACE CONTROLLER NO. CS69131, DIE NO. 773-5
ONMW 00010	USA Y	ON Semiconductor Corporation			INTERFACE CONTROL ASIC NO CS69132, DIE NO. 774-7
ONMW 00011	USA Y	ON Semiconductor Corporation			ASIC TRANSMISSION RELAY OUTPUT NO 68138, DIE NO 789-7
ONMW 00012	USA Y	ON Semiconductor Corporation			TRIPLE AIR CORE DRIVER NO CS4122, DIE NO. 839-1
ONMW 00013	USA Y	SCI-LLC	MW 7823	3/12/1992	100E101 4-Bit 4 Input OR/NOR Gate
ONMW 00014	USA Y	SCI-LLC	MW 7746	1/21/1992	100E104 5-Bit 2 Input AND/NAND Gate
ONMW 00015	USA Y	SCI-LLC	MW 7747	1/21/1992	100E107 5-Bit 2 Input XOR/XNOR Gate
ONMW 00016	USA Y	SCI-LLC	MW 7730	2/5/1992	100E166 9-Bit Magnitude Comparator
ONMW 00017	USA Y	SCI-LLC	MW 7824	3/12/1992	10E193 Error and Correction Circuit
ONMW 00018	USA Y	SCI-LLC	MW 7822	3/12/1992	100E193 Error and Detection Circuit
ONMW 00019	USA Y	SCI-LLC	MW 7744	1/21/1992	10E336 3-Bit Registered Cutoff BUS Transceiver 25-OHM CutoffOutputs
ONMW 00020	USA Y	SCI-LLC	MW 7745	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	XC63615 Integrated Circuit
ONMW 00022	USA Y	SCI-LLC	MW 7176	6/28/1991	SC63633 Integrated Circuit
ONMW 00023	USA Y	SCI-LLC	MW 7178	6/28/1991	SC63635 Integrated Circuit
ONMW 00024	USA Y	SCI-LLC	MW 7175	6/28/1991	XC63645 Integrated Circuit
ONMW 00025	USA Y	SCI-LLC	MW 7731	2/5/1992	100E157 4-Bit Individual Select 2:1 MUX
ONMW 00026	USA Y	SCI-LLC	MW 7727	2/5/1992	100E164 16:2 MUX
ONMW 00027	USA Y	SCI-LLC	MW 7726	2/5/1992	10E175 - 9-BIT LATCH
ONMW 00028	USA Y	SCI-LLC	MW 7728	2/5/1992	100E175 - 9-BIT LATCH
ONMW 00029	USA Y	SCI-LLC	MW 7795	2/12/1992	10E164 - 16:2 MUX
ONMW 00030	USA Y	SCI-LLC	MW 9-856	3/7/1994	XC6366OFN CLOCK CHIP INTEGRATED CIRCUIT
ONMW 00031	USA Y	ON Semiconductor Corporation			Enhanced PWM Controller, ML-8641-0

Docket Number	Owner	Reg. No.	Reg. Date	Title	
ONMW 00032	USA Y	ON Semiconductor Corporation		Two phase Buck Controller, ML-8413-0	
ONMW 00033	USA Y	ON Semiconductor Corporation		Enhanced PWM Controller, ML-8642-0	
ONMW 00034	USA Y	ON Semiconductor Corporation		Enhanced PWM Controller, ML-8643-0	
ONMW 00035	USA Y	ON Semiconductor Corporation		Enhanced PWM Controller, ML-8644-0	
ONMW 00036	USA Y	ON Semiconductor Corporation		Buck Regulator, ML-7241-8	
ONMW 00037	USA Y	ON Semiconductor Corporation		Buck Regulator, ML-7242-3	
ONMW 00038	USA Y	ON Semiconductor Corporation		Buck Regulator, ML-7243-2	
ONMW 00039	USA Y	ON Semiconductor Corporation		Buck Regulator, ML-7244-2	
ONMW 00040	USA Y	ON Semiconductor Corporation		CPU 5 BIT SYNCHRONOUS BUCK CONTROLLER DIE NO 859-1	
ONMW 00041	USA Y	ON Semiconductor Corporation		Dual Out-of-Phase Buck Controller with Current limit D7992-3	
ONMW 00042	USA Y	ON Semiconductor Corporation		Three Phase Buck Controller with Integrated Drivers and PowerGood D821	
ONMW 00043	USA Y	ON Semiconductor Corporation		Three Phase Buck Controller without Gate Drivers D8671-0	
ONMW 00044	USA Y	ON Semiconductor Corporation		Dual Out-of-Phase Buck Controller with Current Limit D7993-1	
		SCI-RI	2987	9/09/1987	CS-116-1
		SCI-RI	1892	8/25/1986	CS-117-6
		SCI-RI	1887	8/25/1986	CS-117-7
		SCI-RI	1002	6/28/1985	CS-235-3
		SCI-RI	1001	6/28/1985	CS-237-5
		SCI-RI	1270	6/28/1985	CS-241-5
		SCI-RI	1890	8/25/1986	CS-256
		SCI-RI	998	6/28/1985	CS-257-2
		SCI-RI	1003	6/28/1985	CS-261
		SCI-RI	1004	6/28/1985	CS-262
		SCI-RI	1000	6/28/1985	CS-266-V2
		SCI-RI	999	6/28/1985	CS-266-V4-1
		SCI-RI	1886	8/25/1986	CS-267-4
		SCI-RI	1007	6/28/1985	CS-268-2



<b>Docket Number</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Title</b>
	SCI-RI	1893	8/25/1986	CS-278-3
	SCI-RI	1900	8/25/1986	CS-279
	SCI-RI	3502	3/11/1988	CS-285-3
	SCI-RI	4173	9/22/1988	CS-291-1
	SCI-RI	1899	8/25/1986	CS-294
	SCI-RI	2340	2/24/1987	CS-308
	SCI-RI	1888	8/25/1986	CS-309
	SCI-RI	2298	1/27/1987	CS-310-2
	SCI-RI	3501	3/11/1988	CS-310-3
	SCI-RI	1889	8/25/1986	CS-312
	SCI-RI	4617	5/01/1989	CS-318
	SCI-RI	4143	11/07/1988	CS-320
	SCI-RI	5285	10/06/1989	CS-322
	SCI-RI	2343	2/24/1987	CS-326
	SCI-RI	3847	5/23/1988	CS-329-3
	SCI-RI	2341	2/24/1987	CS-330
	SCI-RI	2342	2/24/1987	CS-332-3
	SCI-RI			CS-334
	SCI-RI	3497	3/11/1988	CS-335
	SCI-RI	5324	5/01/1989	CS-341
	SCI-RI	2748	7/06/1987	CS-342
	SCI-RI	2749	7/06/1987	CS-343
	SCI-RI	4174	9/22/1988	CS-346
	SCI-RI	4175	9/22/1988	CS-347
	SCI-RI			CS-348
	SCI-RI	5286	10/06/1989	CS-353
	SCI-RI	5925	5/04/1990	CS-365
	SCI-RI	4482	4/04/1989	CS-403-2

<b>Docket Number</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Title</b>
	SCI-RI	5547	12/26/1989	CS-408
	SCI-RI	5340	11/21/1989	CS-409
	SCI-RI	5258	10/30/1989	CS-411-1
	SCI-RI	8016	9/10/1991	CS-414-2
	SCI-RI	4616	5/01/1989	CS-420-2
	SCI-RI	5926	5/04/1990	CS-429-1
	SCI-RI			CS-430
	SCI-RI	4481	4/04/1989	CS-431-1
	SCI-RI	5284	10/06/1989	CS-431-2
	SCI-RI	7092	3/15/1991	CS-434
	SCI-RI	4484	4/04/1989	CS-437
	SCI-RI	4483	4/04/1989	CS-438
	SCI-RI	5924	5/04/1990	CS-441-1
	SCI-RI	9-982	4/08/1994	D-447-2
	SCI-RI	6132	7/24/1990	CS-462-1
	SCI-RI	7889	3/09/1992	D-463-1
	SCI-RI	8782	2/10/1993	CS-463-2
	SCI-RI	7090	6/03/1991	CS-464-2
	SCI-RI	7562		CS-466
	SCI-RI	7561	11/25/1991	CS-467
	SCI-RI	7560	11/25/1991	D-468
	SCI-RI	7360	9/10/1991	CS-474
	SCI-RI	7089	6/03/1991	D-484-1
	SCI-RI	7887	3/09/1992	D-485-1
	SCI-RI	8794	2/10/1993	D-504-5
	SCI-RI	8791	2/10/1993	D-513-3
	SCI-RI	9-681	1/24/1994	D-513-4
	SCI-RI	9-767	3/04/1994	D-522-1

Docket Number	Owner	Reg. No.	Reg. Date	Title
	SCI-RI			D-526-5
	SCI-RI	4426	2/08/1989	CS-541-3
	SCI-RI	11-003	8/19/1995	D-565-2
	SCI-RI	3-496		CS-570-1
	SCI-RI	10-512	11/14/1994	D-573
	SCI-RI	11-487	12/12/1995	D-577-1 Also labeled CSC015
	SCI-RI	1948	9/08/1986	CS-593-5
	SCI-RI	1947	9/08/1986	CS-594 Registered with CS-595-5
	SCI-RI	1947	9/08/1986	CS-595-5 Registered with CS-594
	SCI-RI	11-001	6/19/1995	D-597-4
	SCI-RI	11-485	12/12/1995	D-601-2 Also labeled CS8230
	SCI-RI	12-068	3/26/1996	D-629-1
	SCI-RI	12-728	3/03/1997	D-636-V0
	SCI-RI	12-727	3/03/1997	D-637-V1
	SCI-RI	12-726	3/03/1997	D-657-V2
	SCI-RI	1898	8/25/1986	CS-1009-1
	SCI-RI	13-310	8/25/1997	CS-1034 Also labeled D700
	SCI-RI	13-777	1/21/1998	CS-1044 Also labeled D677-3
	SCI-RI	814	6/12/1985	CS-1101
	SCI-RI			CS-1107 Also labeled D7152-0
	SCI-RI	14-381	2/16/1999	CS-1108 Also labeled D7151-1
	SCI-RI			CS-1124 Also labeled D729
	SCI-RI	823	6/12/1985	CS-1406

<b>Docket Number</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Title</b>
	SCI-RI	3498	3/11/1985	CS-1708-1
	SCI-RI	817	6/12/1985	CS-2031
	SCI-RI	803	6/14/1985	CS-2032
	SCI-RI	9058	8/02/1993	CS-2037-A
	SCI-RI	14-315	12/07/1998	CS-2064 Also labeled D720-4
	SCI-RI	822	6/12/1985	CS-2510
	SCI-RI	804	6/14/1985	CS-2511
	SCI-RI			CS-2512
	SCI-RI			CS-2515
	SCI-RI	806	8/14/1985	CS-2804
	SCI-RI	815	6/12/1985	CS-2805
	SCI-RI	813	6/12/1985	CS-3102
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	SCI-RI	807	6/12/1985	CS-3602
	SCI-RI	810	6/12/1985	CS-3603

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	SCI-RI	830	6/12/1985	CS-3604-A
	SCI-RI	821	6/12/1985	CS-3605
	SCI-RI	827	6/12/1985	CS-3606
	SCI-RI	824	6/12/1985	CS-3607
	SCI-RI	809	6/12/1985	CS-3608
	SCI-RI			CS-3609
	SCI-RI	819	6/12/1985	CS-3612
	SCI-RI	2408	3/05/1987	CS-3841
	SCI-RI	3500	3/11/1988	CS-3841-1
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	SCI-RI	2407	3/05/1987	CS-3843-2
	SCI-RI	3499	3/11/1988	CS-3843-4
	SCI-RI	9-581	12/09/1993	CS-3845-B Also labeled D552
	SCI-RI	812	6/12/1985	CS-4002
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	SCI-RI			CS-4124 Also labeled D557-3
	SCI-RI	8796	2/10/1993	CS-4151
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	SCI-RI	9-768	3/04/1994	D-4711
	SCI-RI	9-870	3/28/1994	D-4791-6
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	SCI-RI	7888	3/09/1992	CS-4881-2
	SCI-RI	12-053	3/28/1996	CS-5014-2
	SCI-RI	13-390	9/19/1997	CS-5054
	SCI-RI	13-630	1/08/1998	CS-5106 Also labeled D627-5

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	SCI-RI	13-546	12/02/1997	CS-5111 Also labeled Die 600-7
	SCI-RI	13-857	4/21/1998	CS-5127 Also labeled Die 5753-0
	SCI-RI	13-598	1/08/1998	CS-5185 Also labeled D7111-0
	SCI-RI	13-796	4/02/1998	CS-5188 Also labeled Die 4-7112-0
	SCI-RI			5170 Also labeled D7191-4
	SCI-RI	13-585	11/04/1997	CS-5201-1 Also labeled D687
	SCI-RI	13-559	11/04/1997	CS-5201-3 Also labeled Die 6873T-1
	SCI-RI	13-544	10/15/1997	CS-5202-4 Also labeled Die 5202-4
	SCI-RI	13-584	11/04/1997	CS-5203-1 Also labeled Die 6872T-1
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	SCI-RI	13-293	7/30/1997	CS-5207-A1 Also labeled D684
	SCI-RI	10-510	11/14/1994	D-5311-1
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	SCI-RI	12-400	10/15/1996	D-5594
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	SCI-RI	10-854	4/17/1995	D-5751-1
	SCI-RI	10-962	4/17/1995	D-5752-1
	SCI-RI	11-382	10/30/1995	D-5831
	SCI-RI	11-358	10/30/1995	D-5832
	SCI-RI	11-645	2/09/1996	D-6101-3 Also labeled CS8251
	SCI-RI	12-401	10/15/1996	D-6611
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	SCI-RI	8795	2/10/1993	CS-8190 Also labeled D471-5
	SCI-RI	9-766	3/04/1994	CS-8191
	SCI-RI	9-580	12/09/1993	CS-8240
	SCI-RI	9-579	12/09/1993	CS-8334 Also labeled D561
	SCI-RI	13-583	11/04/1997	CS-9002 Also labeled Die 703K-1
	SCI-RI			CS-9201 Die 7581-3
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	SCI-RI	1894	8/25/1986	CS-34017-1
	SCI-RI	1896	8/25/1986	CS-34017-2
	SCI-RI	1897	8/25/1986	CS-34017-3
	SCI-RI	1895	8/25/1986	CS-34017-4
	SCI-RI			CS-41009-2
	SCI-RI	13-891	5/13/1998	CS-51021 Also labeled Die 4-6991-3
	SCI-RI	13-903	5/13/1998	CS-51022 Also labeled Die 4-6992-4

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	SCI-RI	13-889	5/13/1998	CS-51023 Also labeled Die 4-6993-3
	SCI-RI	13-890	5/13/1998	CS-51024 Also labeled Die 4-6994-3
	SCI-RI	13-599	1/08/1998	CS-51031 Also labeled D695G-1
	SCI-RI	13-599	1/08/1998	CS-51033 Also labeled D695G-1
	SCI-RI	14-288	11/17/1998	CS-51254 Also labeled D4-7181G-1
	SCI-RI	14-368	1/13/1999	CS-51313 Also labeled 51313/11/12
	SCI-RI	13-559	11/04/1997	CS-52015-3 Also labeled Die 6873T-1
	SCI-RI	14-614	6/01/1999	CS-5231-3 Die 7921T-3
	SCI-RI	14-205	9/30/1998	CS5132DW24 Die 747-1
	SCI-RI	14-631	6/01/1999	CS51221 Die 4-7331G-2
	SCI-RI	14-748	6/14/1999	CS4044 Die 742-2
	SCI-RI	14-789	9/10/1999	CS1124 (D729)
	SCI-RI	14-834	9/10/1999	CS8361 (D7521-4)
	SCI-RI	14-835	8/22/1999	CS51227 (D7191-4)
	SCI-RI	14-899	10/29/1999	5170
	SCI-RI	15-132	4/03/2000	CS41154 D7851-2
	SCI-RI	15-133	1/03/2000	CS8481 Die 6345T-0
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	SCI-RI	15-145	4/03/2000	CS2001 (D7711-2)
	SCI-RI	15-146	4/03/2000	CS9201 D7561-4
	SCI-RI	15-147	4/03/2000	CS9202 D7562-3
	SCI-RI			CS-69153

**TRADEMARK**  
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## LICENSES

Company	Title of Agreement or Item	Effective Date
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	
Philips Electronics N.V.	I2C Bus License Agreement	June 4, 2002
Segate Technology	IP Agreement	November 19, 2002

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PATENTS

Patent No.	Application No.	Title	Assignee
6507070	08/755926	SEMICONDUCTOR DEVICE AND METHOD OF MAKING	SCI LLC
	08/811414	ADAPTIVE EQUALIZATION CIRCUIT AND METHOD	SCI LLC
6404037	09/179739	INSULATED GATE BIPOLAR TRANSISTOR	SCI LLC
642709	09/210698	POWER CONVERTER CIRCUIT AND METHOD FOR CONTROLLING	SCI LLC
6480043	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
6465993	09/431024	VOLTAGE REGULATION EMPLOYING A COMPOSITE FEEDBACK SIGNAL	SWITCH POWER INC & SCI LLC
6518738	09/537319	SWITCHING REGULATOR CONTROL CIRCUIT WITH PROACTIVE TRANSIENT RESPONSE	SCI OF RHODE ISLAND, INC.
6392906	09/580324	CIRCUIT AND METHOD FOR A PULSE WIDTH MODULATED CONTROLLER IN A SWITCHING POWER	SCI LLC
6380769	09/580560	LOW VOLTAGE OUTPUT DRIVE CIRCUIT	SCI LLC
	09/608928	PRIMARY SIDE CONTROLLER FOR CONSTANT CURRENT, CONSTANT VOLTAGE OUTPUT	SCI LLC
6424205	09/633773	LOW VOLTAGE CMOS REFERENCE WITH IMPROVED PSRR	SCI LLC
6417050	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
6387768	09/649782	METHOD OF MANUFACTURING A SEMICONDUCTOR COMPONENT AND SEMICONDUCTOR COMPONENT	SCI LLC
	09/654705	CIRCUIT AND METHOD OF OPERATING BOTTOM SUPPLY RAIL REFERENCED EMITTER COUPLED LOGIC	SCI LLC
	09/677609	CIRCUIT AND METHOD OF CAPACITOR COUPLED LEVEL SHIFTER	SCI LLC
6411129	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
6507058	09/690876	LOW THRESHOLD COMPACT MOS DEVICE WITH CHANNEL REGION FORMED BY OUTDIFFUSION OF TWO	SCI LLC
6404240	09/699104	CIRCUIT AND METHOD OF A THREE STATE PHASE FREQUENCY LOCK DETECTOR	SCI LLC
6429680	09/702604	PIN PROGRAMMABLE REFERENCE	SCI LLC
	09/705274	TRENCH GROWTH TECHNIQUES USING SELECTIVE EPITAXY	SCI LLC
	09/706598	SURFACE MOUNTABLE ELECTRONIC DEVICE AND METHOD OF MANUFACTURING	SCI LLC
6376266	09/706599	SEMICONDUCTOR PACKAGE AND METHOD FOR FORMING SAME	SCI LLC
	09/707800	METHOD OF AND APPARATUS FOR PROVIDING INTEGRATED LOW POWER SELF-SUPPLY IN	SCI LLC
	09/709893	POWER CONVERSION INTEGRATED CIRCUIT AND METHOD FOR PROGRAMMING	SCI LLC
6436736	09/710623	METHOD FOR MANUFACTURING A SEMICONDUCTOR PACKAGE ON A LEADFRAME	SCI LLC
	09/710786	ASSEMBLY LINE AND METHOD FOR MANUFACTURING AN ELECTRONIC DEVICE	SCI LLC

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		PACKAGE	
	09/728,750	CIRCUIT AND METHOD OF MAXIMUM VOLTAGE BIAS CONTROL	SCI LLC
6472731	09/728388	SOLDER CLAD LEAD FRAME FOR ASSEMBLY OF SEMICONDUCTOR DEVICES AND METHOD	SCI LLC
	09/728389	SEMICONDUCTOR CONNECTING CLIP WITH SOLDER LOCK	SCI LLC
6479893	09/728390	BALL-LESS CLIP BONDING	SCI LLC
6392288	09/728391	LEAD FRAME FOR ASSEMBLY FOR THIN SMALL OUTLINE PLASTIC ENCAPCULATED PACKAGES	SCI LLC
6475834	09/728392	METHOD OF MANUFACTURING A SEMICONDUCTOR COMPONENT AND SEMICONDUCTOR	SCI LLC
6377106	09/728750	CIRCUIT AND METHOD OF MAXIMUM VOLTAGE BIAS CONTROL	SCI LLC
6426612	09/728860	CIRCUIT AND METHOD FOR SENSING AN OVER-CURRENT CONDITION OF A DUAL MODE VOLTAGE	SCI LLC
6377112	09/729535	CIRCUIT AND METHOD FOR PMOS DEVICE N-WELL BIAS CONROL	SCI LLC
6452368	09/733723	CIRCUIT AND METHOD OF OPERATING A LOW-NOISE, ON-DEMAND REGULATOR IN SWITCHED OR	SCI LLC
	09/736461	METHOD AND APPARATUS FOR MAINTAINING STABILITY IN A CIRCUIT UNDER VARIALE LOAD	SCI LLC
	09/736462	BUMP CHIP LEAD FRAME AND PACKAGE	SCI LLC
6396718	09/739602	SWITCH MODE POWER SUPPLY USING TRANSFORMER FLUX SENSING FOR DUTY CYCLE CONTROL	SCI LLC
6385060	09/745558	CIRCUIT AND METHOD FOR CONTROLLING A SWITCHING POWER SUPPLY REGULATOR	SCI LLC
6472855	09/758661	VOLTAGE REGULATOR CIRCUIT AND METHOD	SCI LLC
	09/764981	METHOD OF MANUFACTURING A SEMICONDUCTOR COMPONENT	SCI LLC
	09/768381	METHOD FOR MAKING INDUCTORS AND/OR TRANSFORMERS COMPATIBLE WITH SILICON IC	SCI LLC
	09/766965	METHOD FOR MAKING HIGH VOLTAGE LDMOS DEVICE WITH BETTER RDSON-BREAKDOWN	SCI LLC
	09/766966	SEMICONDUCTOR SWITCHING DEVICE & METHOD	SCI LLC
6392266	09/768579	TRANSIENT SUPPRESSING DEVICE AND METHOD	SCI LLC
	09/769815	VOLTAGE REFERENCE WITH IMPROVED CURRENT EFFICIENCY	SCI LLC
6424203	09/773469	POWER SUPPLY CIRCUIT AND METHOD	SCI LLC
	09/775733	POWER SUPPLY CIRCUIT AND METHOD	SCI LLC
	09/777241	APPARATUS AND METHOD FOR PROVIDING OVERCURRENT PROTECTION FOR SWITCH-MODE	SCI LLC
6385061	09/855202	SWITCHED MODE POWER SUPPLY WITH PROGRAMMABLE SKIPPING MODE	SCI LLC
	09/785084	APPARATUS AND METHOD FOR CONTROLLING A POWER SUPPLY	SCI LLC
6411154	09/785750	BIAS STABILIZER CIRCUIT AND METHOD OF OPERATION	SCI LLC
6469484	09/785751	POWER SUPPLY CIRCUIT AND METHOD THEREOF TO DETECT DEMAGNITIZATION OF THE POWER	SCI LLC
6515345	09/788710	SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURING	SCI LLC
	09/798546	SEMICONDUCTOR DEVICE AND METHOD	SCI LLC
	09/799595	HIGH VOLTAGE METAL OXIDE DEVICE WITH MULTIPLE P-REGIONS	SCI LLC
6420756	09/802402	SEMICONDUCTOR DEVICE AND METHOD	SCI LLC

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	09/802726	SEMICONDUCTOR COMPONENT AND METHOD OF MANUFACTURE	SCI LLC
	09/805969	Synergistic Directory-Based Information Management System and Method of Using	SCI LLC
6448838	09/808829	CIRCUIT ANDMETHOD FOR HIGH-SPEED BREAK-BEFORE-MAKE ELECTRONIC SWITCH	SCI LLC
	09/808964	SEMICONDUCTOR DEVICE WITH LATERALLY VARYING P-TOP LAYES	SCI LLC
	09/808965	HIGH VOLTAGE MOS DEVICE WITH NO FIELD OXIDE OVER THE P-TOP REGION	SCI LLC
6448625	09/808966	HIGH VOLTAGE METAL OXIDE DEVICE WITH ENHANCED WELL REGION	SCI LLC
	09/811271	SEMICONDUCTOR DEVICE AND METHOD OF ACTIVING A PROTECTION CIRCUIT WITH A SAMPLING	SCI LLC
	09/817330	INTEGRATED CIRCUIT PACKAGE AND METHOD	SCI LLC
6469567	09/821988	POWER SUPPLY CIRCUIT AND METHOD	SCI LLC
6477066	09/822741	METHOD AND APPARATUS FOR REDUCING AUDIBLE NOISE IN A POWER SUPPLY	SCI LLC
6515463	09/825759	MEANS AND CIRCUIT FOR OPTIMIZING EFFICIENCY IN A HIGH FREQUENCY SWITCHING DC-DC	SCI LLC
	09/825781	MULTIFUNCTION CONTROL INPUT FOR A BOOST VOLTAGE CONTROLLER AND METHOD OF USING	SCI LLC
6462966	09/834132	POWER SUPPLY CIRCUIT AND METHOD	
			HK POLYTECH UNIV & SCI LLC
	09/835048	APPARATUS AND METHOD FOR CONTROLLING THE POWER OUTPUT OF A POWER SUPPLY USING	SCI LLC
6472857	09/842962	VERY LOW QUIESCENT CURRENT REGULATOR AND METHOD OF USING	SCI LLC
	09/845114	SMART CARD READER CIRCUIT AND METHOD OF MONITORING	SCI LLC
6426613	09/848197	REDUCED DROP OUT DRIVER AND METHOD OF USING	SCI LLC
6472928	09/848198	REDUCED NOISE BAND GAP REFERENCE WITH CURRENT FEEDBACK AND METHOD OF USING	SCI LLC
	09/849720	LOW VOLTAGE TRANSIENT VOLTAGE SUPPRESSOR AND METHOD OF MAKING	SCI LLC
6492687	09/849898	MERGED SEMICONDUCTOR DEVICE AND METHOD	SCI LLC
6518834	09/854866	CIRCUIT AND METOD FOR REDUCING LEAKAGE CURRENT WITHIN AN ELECTRONIC SYSTEM	SCI LLC
	09/872806	SMART CARD READER CIRCUIT AND INSERTION DETECTION METHOD	SCI LLC
	09/917731	METHOD FOR MANUFACTURING A HIGH VOLTAGE MOSFET SEMICONDUCTOR DEVICE WITH	SCI LLC
6492679	09/920655	METHOD FOR MANUFACTURING A HIGH VOLTAGE MOSFET DEVICE WITH REDUCED	SCI LLC
	09/939552	NMOSFET WITH NEGATIVE VOLTAGE CAPABILITY FORMED IN P-TYPE SUBSTRATE AND	SCI LLC
	09/940448	PAD GRID ARRAY LEADLESS PACKAGE AND METHOD OF USE	SCI LLC
6504424	09/942053	LOW VOLTAGE METAL OXIDE SEMICONDUCTOR THRESHOLD REFERENCED VOLTAGE REGULATOR	SCI LLC
	09/945683	HETEROJUNCTION SEMICONDUCTOR DEVICE AND METHOD OF MANUFACTURING	SCI LLC
	09/964727	SEMICONDUCTOR DEVICE AND METHOD OF PROVIDING REGIONS OF LOW SUBSTRATE	SCI LLC

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6498069	09/977935	SEMICONDUCTOR DEVICE AND METHOD OF INTEGRATING TRENCH STRUCTURES	SCI LLC
	09/982392	SEMICONDUCTOR DEVICE AND METHOD OF MASKING	SCI LLC
	10/072145	SEMICONDUCTOR DEVICE AND METHOD OF PROVIDING REGIONS OF LOW SUBSTRATE	SCI LLC
	10/078516	CMOS CURRENT MODE RF DETECTOR & METHOD	SCI LLC
	10/087712	LOW VOLTAGE AMPLIFYING CIRCUIT	SCI LLC
	10/102505	LOW CAPACITANCE COLUMN CAVERN DESIGN AND PROCESS	SCI LLC
	10/102506	UP-DOWN VOLTAGE CONVERTER CIRCUIT AND METHOD	SCI LLC
	10/117209	METHOD OF FORMING A SWITCHING DEVICE AND STRUCTURE THEREFOR	SCI LLC
4518982	534261	HIGH CURRENT PACKAGE WITH MULTI-LEVEL LEADS	SCI LLC
4453095	399028	ECL MOS BUFFER CIRCUITS	SCI LLC
4486880	447928	OUTPUT MULTIPLEXER HAVING ONE GATE DELAY	SCI LLC
4454454	494201	MOSFET "H" SWITCH CIRCUIT FOR A DC MOTOR	SCI LLC
4553041	525196	MONOLITHIC ZERO CROSSING TRIAC DRIVER	SCI LLC
4533845	582360	CURRENT LIMIT TECHNIQUE FOR MULTIPLE-EMITTER VERTICAL POWER TRANSISTOR	SCI LLC
4538116	590948	IMPROVED OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	SCI LLC
4553106	593165	IMPROVED OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	SCI LLC
4553084	595764	CURRENT SENSING CIRCUIT	SCI LLC
4675713	764521	MOS TRANSISTOR	SCI LLC
4698655	825954	OVERVOLTAGE AND OVERTEMP ERATURE PROTECTION CIRCUIT	SCI LLC
4606781	662109	METHOD FOR RESISTOR TRIM MING BY METAL MIGRATION	SCI LLC
4683442	856258	OPERATIONAL AMPLIFIER CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	SCI LLC
4709171	382754	CURRENT LIMITER & METHOD FOR LIMITING CURRENT	SCI LLC
4732866	588628	METHOD FOR PRODUCING LOW NOISE, HIGH GRADE CONSTANT SEMICONDUCTOR JUNCTIONS	SCI LLC
4644194	748362	ECL TO TTL VOLTAGE LEVEL TRANSLATOR	SCI LLC
4757025	936919	METHOD OF MAKING GATE TURN OFF SWITCH WITH ANODE SHORT AND BURIED BASE	SCI LLC
4648021	815963	FREQUENCY DOUBLER CIRCUIT AND METHOD	SCI LLC
4717641	819320	METHOD FOR PASSIVATING A SEMICONDUCTOR JUNCTION	SCI LLC
RE33941	499845	POWER DRIVER HAVING SHORT CIRCUIT PROTECTION	SCI LLC
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
4721867	06/852833	CURRENT-MODE CONTROL OF CAPACITIVELY COUPLED POWER CONVERTERS	SCI OF RHODE ISLAND, INC.
4716510	859690	AUTOMATIC RESTART CIRCUIT FOR A SWITCHING POWER SUPPLY	SCI LLC
4679006	06/863123	FIFTY-PERCENT DUTY CYCLE RELAXATION OSCILLATOR WITH LATCH-UP PREVENTION CIRCUIT	SCI OF RHODE ISLAND, INC.
4725912	80258	POWER MOS LOSS OF GROUND PROTECTION	SCI LLC
4673867	06/879879	CURRENT MIRROR CIRCUIT AND METHOD FOR PROVIDING ZERO TEMPERATURE COEFFICIENT	SCI LLC



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4709216	880534	OPERATIONAL AMPLIFIER WITH PASSIVE CURRENT LIMITING	SCI LLC
4710728	880251	AMPLIFIER HAVING IMPROVED GAIN BANDWIDTH PRODUCT	SCI LLC
4716379	880472	DIFFERENTIAL AMPLIFIER INCLUDING BALANCED TWO TERMINAL SERIES RC NETWORK	SCI LLC
4717886	880537	OPERATIONAL AMPLIFIER UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	SCI LLC
4724397	880391	TRIMMABLE DIFFERENTIAL AMPLIFIER HAVING A ZERO TEMPERATURE COEFFICIENT OFFSET	SCI LLC
4725791	908858	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	SCI LLC
4717885	909808	OPERATIONAL AMPLIFIER UTILIZING FET FOLLOWERS AND FEED-FORWARD CAPACITORS	SCI LLC
4870467	762751	MONOLITHIC TEMPERATURE COMPENSATED VOLTAGE-REFERENCE DIODE AND METHOD FOR ITS	SCI LLC
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 ISLAND, INC.
4740742	07/033586	VOLTAGE REGULATOR START-UP CIRCUIT	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.

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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.
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

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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
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

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5237183	450507	HIGH REVERSE VOLTAGE IGT	SCI LLC
5066359	577183	METHOD FOR PRODUCING SEMICONDUCTOR DEVICES HAVING BULK DEFECTS THERIN	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.
5150176	834746	PN JUNCTION SURGE SUPPRESSOR STRUCTURE WITH MOAT	SCI LLC
5266515	844077	FABRICATING DUAL GATE THIN FILM 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 PROTECTION FOR	SCI LLC

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		A SWITCHING REGUL ATOR CIRCUIT	
5343141	07/896049	TRANSISTOR OVERCURRENT PROTECTION CIRCUIT	SCI OF RHODE ISLAND, INC.
5281832	902251	BIDIRECTIONAL TWO-TERMINAL THYRISTOR	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 TIER CURRENT LIMIT PROTECTION	SCI LLC
5294824	922718	HIGH VOLTAGE TRANSISTOR HAVING REDUCED ON-RESISTANCE	SCI LLC
5311147	966486	HIGH IMPEDANCE OUTPUT DRIVER STAGE 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 ENHANCEMENT REGION	SCI LLC
5373201	08/012195	POWER TRANSISTOR	SCI LLC
5327100	08/024142	NEGATIVE SLEW RATE ENHANCEMENT CIRCUIT FOR AN OPERATIONAL AMPLIFIER	SCI LLC
5424897	08/043948	THREE LEADED PROTECTED POWER DEVICE HAVING VOLTAGE INPUT	SCI LLC
5378928	52962	PLASTIC ENCAPSULATED MICROELECTRONIC 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 SEMICONDUCTOR DEVICE	SCI LLC
5523629	08/278205	PLASTIC ENCAPSULATED MICROELECTRONIC DEVICE	SCI LLC
5371415	08/078096	TWO STAGE GATE DRIVE CIRCUIT FOR A FET	SCI LLC
5345101	08/082643	HIGH VOLTAGE SEMICONDUCTOR STRUCTURE AND METHOD	SCI LLC
5535510	08/459142	PLASTIC ENCAPSULATED MICROELECTRONIC DEVICE AND METHOD	SCI LLC
5418674	95573	MULTI-LEAD PROTECTED POWER DEVICE HAVING CURRENT AND BOOT-STRAP INPUTS	SCI LLC
5712581	08/576270	FULL DIFFERENTIAL DATA QUALIFICATION CIRCUIT FOR SENSING A LOGIC STATE	SCI LLC
5361048	08/113007	PULSE WIDTH MODULATOR HAVING A DUTY CYCLE PROPORTIONAL TO THE AMPLITUDE OF AN	SCI LLC
5391945	08/125729	CIRCUIT AND METHOD FOR PROVIDI NG PHASE SYNCHRONIZATION OF ECL AND TTL/CMOS	SCI LLC
5408138	08/130892	FLIP FLOP CIRCUIT AND METHOD THEREFOR	SCI LLC
5563437	839413	SEMICONDUCTOR DEVICE HAVING A LARGE SENSE VOLTAGE	SCI LLC
5477175	08/140944	OFF-LINE BOOTSTRAP STARTUP CIRCUIT	SCI LLC
5396097	08/272899	TRANSISTOR WITH COMMON BASE REGION	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 TRANSISTOR CIRCUIT	SCI LLC
5583348	801249	METHOD FOR MAKING A SCHOTTKY DIODE THAT IS COMPATIBLE WITH HIGH PERFORMANCE	SCI LLC
5390101	08/177689	FLYBACK POWER SUPPLY HAVING A VCO CONTROLLED SWITCHING RATE	SCI LLC
5521488	08/179633	VOLTAGE REGULATOR AND METHOD THEREFOR	SCI LLC

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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

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5557842	08/452754	METHOD OF MANUFACTURING A SEMICONDUCTOR LEADFRAME STRUCTURE	SCI LLC
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	SCI OF RHODE

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		WITH FORCED PASS TRANSISTOR VOLTAGE	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.
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 TRANSIMPEDANCE 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.



Patent No.	Application No.	Title	Assignee
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 ISLAND, INC.
5892389	08/868337	METHOD AND CIRCUIT FOR CURRENT LIMITING OF DC-DC REGULATORS	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	SCI LLC

Patent No.	Application No.	Title	Assignee
		AND	
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
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 AUXILIARY 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 AND METHOD FOR AN ANALOG TO DIGITAL CONVERTER	SCI LLC
2021671	2021671-9	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS	SCI LLC
	97117922	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANCE 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 ASSEMBLY AND METHOD FOR MANUFACTURING 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 DETECTOR FOR A BATTERY CHARGER CIRCUIT	SCI LLC

Patent No.	Application No.	Title	Assignee
96113376.7	96113376.7	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT	SCI LLC
82882	97104514.3	LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD	SCI LLC
	96103051.7	LATCH-RESISTANT INSULATED GATE SEMICONDUCTOR DEVICE AND METHOD OF MANUFACTURE	MOTOROLA, INC (SCI LLC)
	96115216.2	METHOD FOR BALANCING POWER SOURCES AND STRUCTURE THEREFOR	SCI LLC
	96119955.1	METHOD OF MANUFACTURING A SEMICONDUCTOR DEVICE AND TERMINATION STRUCTURE	SCI LLC
	97104662.8	INDUCTIVE DRIVER CIRCUIT AND METHOD 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
	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)

Patent No.	Application No.	Title	Assignee
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 SSA (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
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

Patent No.	Application No.	Title	Assignee
	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
	9-94576	INDUCTIVE DRIVER CIRCUIT AND METHOD THEREFOR	SCI LLC
	9-136152	SURFACE MOUNT SEMICONDUCTOR DIODE DEVICE	SCI LLC
	9-250139	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANCE FUNCTION	SCI LLC
	9-273973	METHOD FOR SYNCHRONIZING SIGNALS AND STRUCTURES THEREFOR	SCI LLC
	10-46206	LINEARITY ENHANCEMENT CIRCUIT AND PROCESS FOR FILTERING AN INPUT SIGNAL	SCI LLC
	10-46247	SEMICONDUCTOR POWER DEVICE	SCI LLC
	10-88018	BANDGAP REFERENCE CIRCUIT AND METHOD	SCI LLC
	10-542814	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	SCI LLC
	10-153781	ELECTRICAL CONTACT AND FORMATION METHOD	SCI LLC
	10-170566	POWER CONVERSION INTEGRATED CIRCUIT AND METHOD FOR PROGRAMMING	SCI LLC
	10-191047	METHOD FOR BACK-GRINDING SEMICONDUCTOR WAFER AND SEMICONDUCTOR WAFER	SCI LLC
	10-191076	SEMICONDUCTOR CONTACT AND METHOD THEREFOR	SCI LLC
	10-199647	DC/DC CONVERTER	SCI LLC
	10-242554	DC/DC CONVERTER	SCI LLC

Patent No.	Application No.	Title	Assignee
	11-40384	SEMICONDUCTOR DEVICE AND METHOD FOR FABRICATING THE SAME	SCI LLC
	11-61202	POWER SWITCHING TRENCH MOSFET HAVING ALIGNED SOURCE REGIONS AND METHOD OF	SCI LLC
	11-125834	POWER FACTOR CORRECTION CONTROLLER CIRCUIT	SCI LLC
	11-187336	METHOD OF MANUFACTURING ELECTRONIC COMPONENTS	SCI LLC
	2000-160585	PWM CONTROLLER	SCI LLC
	2000-160586	PWM CONTROL APPARATUS	SCI LLC
	2000-364688	OSCILLATOR CONTROLLER WITH FIRST AND SECOND VOLTAGE REFERENCE	SCI LLC
	2001-47884	POWER SUPPLY CONTROLLER AND CONFIGURATION THEREOF	SCI LLC
1850695	62-504115	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	SCI LLC
2134382	63-47660	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE	SCI LLC
2627330	63-309784	CONTROLLED VOLTAGE DROP DIODE	SCI LLC
2658423	1-231824	SEMICONDUCTOR DEVICES	SCI LLC
2978510	1-231825	SEMICONDUCTOR DEVICE HAVING A CURVED BONDING LEAD AND ITS FORMING METHOD	SCI LLC
3025278	1-285096	LOAD CONTROLLED ECL TRANSIENT DRIVER	SCI LLC
3225514	2-89301	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	SCI LLC
2597918	2-116688	CURRENT SWITCH	SCI LLC
2998175	2-152881	CONTROL CIRCUIT	SCI LLC
3200599	2-189625	SUBSTRATE INJECTION CLAMP	SCI LLC
2580850	2-190907	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS	SCI LLC
2762725	2-219133	SEMICONDUCTOR APPARATUS AND ITS FORMING PROCESS	SCI LLC
2937504	3-32073	POWER SUPPLY MONITOR CIRCUIT	SCI LLC
2893429	3-207265	AMPLIFIER HAVING TWO OPERATING MODES	SCI LLC
2799261	4-98564	CONTROLLER FOR BATTERY CHARGER	SCI LLC & SONY
2995723	4-129789	VERTICAL CURRENT FLOW SEMICONDUCTOR DEVICE UTILIZING WAFER BONDING AND A	SCI LLC
3003437	4-333806	VOLTAGE CONVERTING DEVICE	SCI LLC
3190914	10-341988	UP AND DOWN DC/DC CONVERTER	SCI LLC
	95-23619	ELECTROSTATIC DISCHARGE PROTECTION DIVICE AND METHOD OF FORMING	SCI LLC
	96-1848	VERTICAL IGFET CONFIGURATION HAVING LOW ON-RESISTANCE AND ME THOD	SCI LLC
	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 RESISTANCE	SCI LLC

Patent No.	Application No.	Title	Assignee
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/US00/28754	SEMICONDUCTOR DEVICE WITH A SINGLE BASE REGION AND METHOD THEREFOR	SCI LLC
	PCT/US00/28773	VERTICAL INSULATED GATE FIELD-EFFECT DEVICE AND METHOD OF MAKING THE SAME	SCI LLC
	PCT/US01/47725	CONTROLLED FREQUENCY POWER FACTOR CORRECTION CIRCUIT AND METHOD	SCI LLC
	PCT/US02/03768	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 RESISTANCE	SCI LLC
9590226-8	2228639	PROTECTED DARLINGTON TRANSISTOR ARRANGEMENT	SCI LLC
NI-151616	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 DEACTIVATING A SWITCHING REGULATOR AT ANY	SCI LLC
	89105330	CIRCUIT AND METHOD FOR PROTECTING A SWITCHING POWER SUPPLY FROM A FAULT	SCI LLC
NI-148189	89110572	PWM CONTROLLER	SCI LLC
NI-161864	89125888	OSCILLATOR CONTROLLER WITH FIRST AND SECOND VOLTAGE REFERENCE	SCI LLC
NI-114666	83104089	CIRCUIT FOR USE WITH A FEEDBACK ARRANGEMENT	SCI LLC
NI-086333	85112954	ELECTRONIC PACKAGE AND METHOD	SCI LLC
NI-092734	86101159	LOW VOLTAGE OPERATIONAL AMPLIFIER INPUT STAGE AND METHOD	SCI LLC
NI-108676	86103602	LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD	SCI LLC
NI-099253	86112639	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSMITTANCE FUNCTION	SCI LLC
NI-113070	86116829	BANDGAP REFERENCE CIRCUIT AND METHOD	SCI LLC
NI-106256	87105185	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	SCI LLC

<b>Patent No.</b>	<b>Application No.</b>	<b>Title</b>	<b>Assignee</b>
NI131011	88117688	SEMICONDUCTOR LEADFRAME ASSEMBLY AND METHOD FOR MANUFACTURING A	SCI LLC



**TRADEMARK**  
**REEL: 002693 FRAME: 0561**

[Form of]

PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement, dated as of August 4, 1999, as amended and restated as of February 14, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among ON SEMICONDUCTOR CORPORATION ("*Holdings*"), SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC (the "*Borrower*"), the lenders from time to time party thereto (the "*Lenders*"), and JPMORGAN CHASE BANK, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), (b) the Indenture dated as of March 3, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Indenture*"), among the Companies, the Subsidiary Guarantors and WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, as trustee, (c) the Security Agreement, dated as of August 4, 1999, as amended and restated as of March 3, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Grantors and JPMORGAN CHASE BANK, as collateral agent (in such capacity, the "*Collateral Agent*") and (d) the Collateral Sharing Agreement, dated as of March 3, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Collateral Sharing Agreement*"), among Holdings, the Borrower, the Trustee and the Collateral Agent. Capitalized terms used herein but not defined herein, unless otherwise specified, having the respective meanings set forth in the Security Agreement.

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

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

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

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

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

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

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

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an “\*”):

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

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

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

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

4. File Search Reports. File search reports have been obtained from each UCC filing office identified with respect to such Grantor in Section 2 hereof, and such search reports reflect no Liens against any of the Collateral other than those permitted under the Credit Agreement and the Indenture.

5. UCC Filings. UCC financing statements in substantially the form of Schedule 5 hereto have been prepared for filing or filed in the UCC filing office in the jurisdiction in which each Grantor is located and, to the extent any of the Collateral is comprised of fixtures in the proper local jurisdiction, as set forth with respect to such Grantor in Section 2 hereof.

6. Schedule of Filings. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made. All filing fees and taxes payable in connection with the filings described in Section 5 above have been paid or provided for.

7. Equity Interests. Attached hereto as Schedule 7 is a true and correct list of all the duly authorized, issued and outstanding Equity Interests of each Subsidiary (including the Borrower) and the record and beneficial owners of such Equity Interests. Also set forth on Schedule 7 is each Equity Interest of Holdings and each Subsidiary (including the Borrower) that represents 50% or less of the equity of the entity in which such investment was made.

8. Debt Instruments. Attached hereto as Schedule 8 is a true and correct list of all instruments, including any promissory notes, and other evidence of indebtedness held by Holdings and each Subsidiary (including the Borrower) and all intercompany notes between Holdings and each Subsidiary (including the Borrower) and between each Subsidiary (including the Borrower) and each other such Subsidiary (including the Borrower).

9. Advances. Attached hereto as Schedule 9 is (a) a true and correct list of all advances made by Holdings to any Subsidiary (including the Borrower) or made by any Subsidiary (including the Borrower) to Holdings or to any other Subsidiary (including the Borrower) (other than those identified on Schedule 8), which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement (as defined in the Credit Agreement) and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to Holdings or any Subsidiary (including the Borrower).

10. Mortgage Filings. Attached hereto as Schedule 10 is a schedule setting forth, with respect to each Mortgaged Property and each Restatement Mortgaged Property (as such terms are defined in the Credit Agreement), (a) the exact name of the Person that owns such property as such name appears in its certificate of incorporation or other organizational document, (b) if different from the name identified pursuant to clause (a), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (c) the filing office in which a Mortgage (as defined in the Credit Agreement) with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

11. Intellectual Property. Attached hereto as Schedule 11(A) is a schedule setting forth all of each Grantor's Patents and registered Trademarks and Patent and Trademark applications, including the name of the registered owner or applicant, as applicable, and the registration or application number, as applicable, of each Patent and registered Trademark or Patent or Trademark application owned by any Grantor, in proper form for filing with the United States Patent and Trademark Office, and a schedule setting forth all of each Grantor's material Patent Licenses and material Trademark Licenses. Attached hereto as Schedule 11(B) is a schedule setting forth all of each Grantor's registered Copyrights, including the name of the registered owner and the registration number of each Copyright owned by any Grantor, in proper form for filing with the United States Copyright Office, and a schedule setting forth all of each Grantor's material Copyright Licenses that grant right with respect to registered Copyrights.

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

ON SEMICONDUCTOR CORPORATION,

By \_\_\_\_\_

Name:

Title: [Financial Officer]

SEMICONDUCTOR COMPONENTS  
INDUSTRIES, LLC,

By \_\_\_\_\_

Name:

Title: [Financial Officer]

SUPPLEMENT NO. [ ] dated as of [ ], to the Security Agreement dated as of August 4, 1999, as amended and restated as of March 3, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC, a Delaware limited liability company (the "*Borrower*"), ON SEMICONDUCTOR CORPORATION, a Delaware corporation ("*Holdings*"), each subsidiary of Holdings listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary*" or a "*Subsidiary Guarantor*" and, collectively, the "*Subsidiary Guarantors*"; Holdings, the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and JPMORGAN CHASE BANK, a New York banking corporation ("*JPMCB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties.

A. Reference is made to (a) the Credit Agreement dated as of August 4, 1999, as amended and restated as of February 14, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*"), and JPMCB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), (b) the Guarantee Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among Holdings, the Subsidiary Guarantors and the Administrative Agent, (c) the Indenture dated as of March 3, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Indenture*"), among the Companies, the Subsidiary Guarantors and Wells Fargo Bank Minnesota, National Association, as trustee (the "*Trustee*"), and (d) the Collateral Sharing Agreement dated as of March 3, 2003, among the Companies, the Trustee and the Collateral Agent.

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

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans, the Issuing Bank to issue Letters of Credit, the Trustee to enter into the Indenture and the Initial Purchasers to purchase the Notes. Pursuant to Section 5.12 of the Credit Agreement and Section 4.11 of the Indenture, Holdings is required to cause certain of its Subsidiaries that are not Grantors to enter into the Security Agreement as Grantors. Section 7.15 of the Security Agreement provides that such Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement and the Indenture to become a Grantor under the Security Agreement as consideration for Loans previously made, Letters of Credit previously issued and for the purchase of the Notes by the Initial Purchasers and the Noteholders.

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

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor

thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof except to the extent a representation and warranty expressly relates solely to a specific date in which case such representation and warranty shall be true and correct on such date. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

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

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

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

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

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

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

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



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

[NAME OF NEW GRANTOR],

By \_\_\_\_\_  
Name:  
Title:  
Address:

JPMORGAN CHASE BANK, AS  
COLLATERAL AGENT,

By \_\_\_\_\_  
Name:  
Title:  
Address:

LOCATION OF COLLATERAL

Description

Location