

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |  |                       |                                     |
|--|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE:                         | NEW ASSIGNMENT   |                       |                                     |
| NATURE OF CONVEYANCE:                    | Security Agreement   |                       |                                     |
| <b>CONVEYING PARTY DATA</b>              |  |                       |                                     |
| <b>Name</b>                              | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                  |
| SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC |  | 03/11/2010            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>              |  |                       |                                     |
| <b>Name:</b>                             | JPMORGAN CHASE BANK, N.A., as collateral agent                                       |                       |                                     |
| <b>Street Address:</b>                   | 270 Park Avenue  |                       |                                     |
| <b>City:</b>                             | New York   |                       |                                     |
| <b>State/Country:</b>                    | NEW YORK   |                       |                                     |
| <b>Postal Code:</b>                      | 10017  |                       |                                     |
| <b>Entity Type:</b>                      | Association: UNITED STATES   |                       |                                     |
| <b>PROPERTY NUMBERS Total: 2</b>         |  |                       |                                     |
| <b>Property Type</b>                     | <b>Number</b>  | <b>Word Mark</b>      |                                     |
| <b>Serial Number:</b>                    | 77867482   | FOUNDRYPLUS           |                                     |
| <b>Serial Number:</b>                    | 77859762   | XTREMOS               |                                     |
| <b>CORRESPONDENCE DATA</b>               |  |                       |                                     |
| <b>Fax Number:</b>                       | (866)826-5420  |                       |                                     |
|  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                                     |
| <b>Phone:</b>                            | 3016380511   |                       |                                     |
| <b>Email:</b>                            | ipresearchplus@comcast.net   |                       |                                     |
| <b>Correspondent Name:</b>               | IP Research Plus, Inc.   |                       |                                     |
| <b>Address Line 1:</b>                   | 21 Tadcaster Circle  |                       |                                     |
| <b>Address Line 2:</b>                   | Attn: Penelope J.A. Agodoa   |                       |                                     |
| <b>Address Line 4:</b>                   | Waldorf, MARYLAND 20602  |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>           | 35526  |                       |                                     |
| <b>NAME OF SUBMITTER:</b>                | Penelope J.A. Agodoa   |                       |                                     |

OP \$65.00 77867482

**900157290**

**TRADEMARK  
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| Signature:   | /pja/      |
| Date:  | 03/17/2010 |
| Total Attachments: 6<br>source=35526#page1.tif<br>source=35526#page2.tif<br>source=35526#page3.tif<br>source=35526#page4.tif<br>source=35526#page5.tif<br>source=35526#page6.tif |            |

TRADEMARK SECURITY AGREEMENT, dated as of March 11, 2010, between SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC (the "Borrower") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made 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 ON Semiconductor Corporation ("Holdings"), the Borrower, the Subsidiary Loan Parties and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of August 4, 1999, as amended and restated as of March 6, 2007 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(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, without limitation, those listed on Schedule I hereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. Upon termination of the Security Agreement or release of a Grantor's obligations thereunder, this Trademark Security Agreement shall automatically terminate as to such Grantor.

SECTION 4. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other customary means of electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

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: Donald A. Colvin

Title: Executive Vice President  
and Chief Financial Officer

JPMORGAN CHASE BANK, N.A., 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.

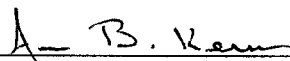
SEMICONDUCTOR COMPONENTS  
INDUSTRIES, LLC,

by

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

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent,

by

  
\_\_\_\_\_  
Name: Ann B. Kerns  
Title: Vice President

Schedule I

| <u>Debtor Name<br/>(Registered Owner of I.P.)</u> | <u>Type of Intellectual<br/>Property (Patent,<br/>Trademark)</u> | <u>Title of Intellectual Property</u> | <u>Patent No./ Pub. App.<br/>No./ Serial No.</u> | <u>Issuance Date/<br/>Date Filed</u> |
|---|--|---------------------------------------|--|--------------------------------------|
| Semiconductor Components<br>Industries, LLC       | Trademark  | FOUNDRYPLUS                           | 77/867,482                                       | 11/06/2009                           |
| Semiconductor Components<br>Industries, LLC       | Trademark  | XTREMOS                               | 77/859,762                                       | 10/28/2009                           |