

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-----------------------|
| Freescale Semiconductor, Inc. | | 01/16/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Citibank, N.A., as Collateral Agent |
| Street Address: | 390 Greenwich Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10013 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Serial Number: | 85056439 | COLD FIRE+ |
| Serial Number: | 85026696 | KINETIS |
| Serial Number: | 77869524 | PROCESSOR EXPERT |
| Serial Number: | 85161046 | QORIVVA |
| Serial Number: | 85067334 | XTRINSIC |
| Serial Number: | 85233451 | QORIQ QONVERGE |
| Serial Number: | 85348149 | AIRFAST |
| Serial Number: | 85348157 | MAGNIV |
| Serial Number: | 85342240 | READY PLAY |
| Serial Number: | 85433915 | SAFE ASSURE BY FREESCALE |
| Serial Number: | 85433928 | SAFE ASSURE BY FREESCALE |
| Serial Number: | 85422149 | SAFEASSURE |
| Registration Number: | 4032066 | VORTIQA |

CORRESPONDENCE DATA

900213443

TRADEMARK
 REEL: 004707 FRAME: 0517

OP \$340.00 85056439

Fax Number: (866)826-5420
Phone: 301-638-0511
Email: ipresearchplus@comcast.net

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 37692 |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| Signature: | /pja/ |
| Date: | 01/31/2012 |

Total Attachments: 5
source=37692#page1.tif
source=37692#page2.tif
source=37692#page3.tif
source=37692#page4.tif
source=37692#page5.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Freescale Semiconductor, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as Collateral Agent

Internal

Address: _____

Street Address: 390 Greenwich Street

City: New York

State: NY

Country: United States Zip: 10013

- Association Citizenship United States
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 16, 2012

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE.

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

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD

Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jordana Dreyfuss
Signature

1/17/12

Date

Jordana Dreyfuss

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of January 16, 2012, (this "*Agreement*"), among FREESCALE SEMICONDUCTOR, INC., a Delaware corporation with an address at 6501 William Cannon Drive West, Austin, Texas 78735 (the "*Issuer*") and CITIBANK, N.A., with an address at 390 Greenwich Street, New York, NY 10013, as Notes Collateral Agent (in such capacity, the "*Notes Collateral Agent*").

Reference is made to (a) the Intellectual Property Security Agreement, dated as of February 19, 2010, (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*") among FREESCALE SEMICONDUCTOR, INC., a Delaware corporation (the "*Issuer*"), FREESCALE SEMICONDUCTOR HOLDINGS V, INC., a Delaware corporation ("*Holdings V*"), SIGMATEL, LLC, a Delaware limited liability company ("*SigmaTel*"), the Subsidiaries of FREESCALE SEMICONDUCTOR HOLDINGS III, LTD. ("*Holdings III*") from time to time party thereto and CITIBANK, N.A., as collateral agent for the Secured Parties (as defined therein) (in such capacity, the "*Notes Collateral Agent*") and (b) the Indenture dated as of February 19, 2010 (as amended, supplemented or otherwise modified from time to time, the "*Indenture*"), among the Issuer, Holdings V, SigmaTel, the other Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee (the "*Trustee*"), pursuant to which the Issuer has issued \$750,000,000 aggregate principal amount of 10¼% Senior Secured Notes due 2018 (the "*Notes*") to the holders thereof (the "*Holder*s"). The undersigned Issuer is executing this Agreement in accordance with the requirements of the Indenture and the Security 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 1.01(b) 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, including the Guarantees (as defined in the Indenture), the Issuer, pursuant to the Security Agreement, did and hereby does grant to the Notes 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 the Issuer or in which such the Issuer now has or at any time in the future may acquire any right, title or interest (collectively, the "*Collateral*"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (the "*USPTO*") or any similar offices in any other country, including those listed on Schedule I (the "*Patents*"), and 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; and

(b) 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, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "*Trademarks*"), and all goodwill connected with the use of and symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill.

provided, however, that notwithstanding any of the other provisions herein (and notwithstanding any recording of the Notes Collateral Agent's Lien made in the USPTO or other IP registry office), this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any rule of law, statute or regulation or is prohibited by, or constitutes a breach or default under or results in the termination of any contract, license, agreement, instrument or other document evidencing or giving rise to such property, or would result in the forfeiture of the Issuer's rights in the property.

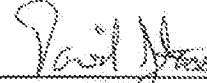
SECTION 3. Security Agreement. The security interests granted to the Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Issuer hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the 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.

[Remainder of this page intentionally left blank]

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

FREESCALE SEMICONDUCTOR, INC.

By:

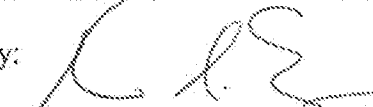


Name: David Stasse

Title: Vice President and Treasurer

CITIBANK, N.A., as Notes Collateral Agent

By:



Name: Kevin A. Egan

Title: Director

[Patent and Trademark Security Agreement]

TRADEMARK
REEL: 004707 FRAME: 0522

TRADEMARK APPLICATIONS

| Country | Title | Appl. No. | Appl. Date | Owner |
|--------------------------|---|------------|-------------|-------------------------------|
| United States | COLDFIRE+ | 85/056,439 | 08/07/10 | Freescale Semiconductor, Inc. |
| United States | KINETIS | 85/028,696 | 04/29/10 | Freescale Semiconductor, Inc. |
| United States | PROCESSOR EXPERT | 77/869,524 | 11/10/09 | Freescale Semiconductor, Inc. |
| United States | QORIVVA | 85/161,046 | 10/26/10 | Freescale Semiconductor, Inc. |
| United States | XTRINSIC | 85/067,334 | 06/21/10 | Freescale Semiconductor, Inc. |
| United States of America | QORIQ QONVERGE | 85/233,451 | 03-Feb-2011 | Freescale Semiconductor, Inc. |
| United States of America | AIRFAST | 85/348,149 | 16-Jun-11 | Freescale Semiconductor, Inc. |
| United States of America | MAGNIV | 85/348,157 | 16-Jun-11 | Freescale Semiconductor, Inc. |
| United States of America | READY PLAY | 85/342,240 | 9-Jun-11 | Freescale Semiconductor, Inc. |
| United States of America | SAFE ASSURE BY FREESCALE & Design (Horizontal Diamonds) | 85/433,915 | 09/28/2011 | Freescale Semiconductor, Inc. |
| United States of America | SAFE ASSURE BY FREESCALE & Design (Vertical Diamonds) | 85/433,928 | 09/28/2011 | Freescale Semiconductor, Inc. |
| United States of America | SAFEASSURE | 85/422,149 | 09/14/2011 | Freescale Semiconductor, Inc. |

TRADEMARKS

| Country | Title | Reg. No. | Reg. Date | Owner |
|--------------------------|---------|-----------|------------|-------------------------------|
| United States of America | VORTIQA | 4,032,068 | 09/27/2011 | Freescale Semiconductor, Inc. |