

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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	COLDFIRE+
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

900213444

**TRADEMARK**  
 REEL: 004707 FRAME: 0524

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:	37693
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/30/2012

Total Attachments: 5  
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source=37693#page2.tif  
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### 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)**     Yes  
Additional names, addresses, or citizenship attached?  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                      1/17/12  
  Signature    Date

\_\_\_\_\_  
  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 "*Borrower*") and CITIBANK, N.A., with an address at 390 Greenwich Street, New York, NY 10013, as Collateral Agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Intellectual Property Security Agreement dated as of December 1, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Borrower, FREESCALE ACQUISITION HOLDINGS CORP. (n/k/a FREESCALE SEMICONDUCTOR HOLDINGS V, INC.) ("*Holdings*"), the Subsidiaries of FREESCALE HOLDINGS (BERMUDA) III, LTD. (n/k/a FREESCALE SEMICONDUCTOR HOLDINGS III, LTD.) ("*Parent*") from time to time party thereto and the Collateral Agent and (b) the Amended and Restated Credit Agreement dated as of February 19, 2010 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, FREESCALE SEMICONDUCTOR HOLDINGS IV, LTD., Parent, CITIBANK, N.A., as Administrative Agent, Collateral Agent, Incremental Collateral Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party thereto. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders 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 1.01(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, the Borrower, 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 the Borrower or in which such the Borrower 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 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 Borrower's rights in the property.

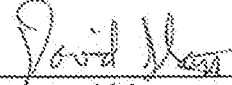
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and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

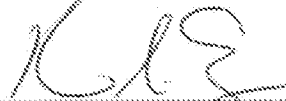


Name: David Stasse

Title: Vice President and Treasurer

CITIBANK, N.A., as Collateral Agent

By:



Name: Kevin A. Ege

Title: Director

{Patent and Trademark Security Agreement}

**TRADEMARK**  
**REEL: 004707 FRAME: 0529**

**TRADEMARK APPLICATIONS**

Country	Title	Appl. No.	Appl. Date	Owner
United States	COLDFIRE+	85/056,439	06/07/10	Freescale Semiconductor, Inc.
United States	KINETIS	85/026,696	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	4,032,066	09/27/2011	Freescale Semiconductor, Inc.