

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Collateral Agent		12/07/2015	BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	FREESCALE SEMICONDUCTOR, INC.		
Street Address:	6501 WILLIAM CANNON DRIVE WEST		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78735		
Entity Type:	CORPORATION: DELAWARE		
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			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
TRADEMARK			

OP \$340.00 85056439

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: CRS1-40794

NAME OF SUBMITTER: Penelope J.A. Agodoa

SIGNATURE: /pja/

DATE SIGNED: 12/18/2015

Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “**Release**”) is effective as of December 7, 2015 by Citibank, N.A., as Collateral Agent (as defined below) for the Lenders. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement and IP Agreement, in each case, referred to below.

A. Reference is made to (i) the THIRD AMENDED AND RESTATED CREDIT AGREEMENT entered into as of March 1, 2013 (as otherwise amended, supplemented or modified from time to time, the “**Credit Agreement**”), among FREESCALE SEMICONDUCTOR, INC. (the “**Borrower**”), a Delaware corporation, FREESCALE SEMICONDUCTOR HOLDINGS V, INC. (“**Holdings**”), a Delaware corporation, FREESCALE SEMICONDUCTOR HOLDINGS IV, LTD. (“**Foreign Holdings**”), a Bermuda exempted limited liability company, FREESCALE SEMICONDUCTOR HOLDINGS III, LTD. (“**Parent**”), a Bermuda exempted limited liability company, CITIBANK, N.A., as administrative agent, collateral agent (in such capacity, the “**Collateral Agent**”), swing line lender and L/C issuer, and each lender from time to time party thereto (collectively, the “**Lenders**”); (ii) the INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of December 1, 2006 (as amended, supplemented (including pursuant to the written supplements thereto executed and delivered from time to time as contemplated thereby) or modified from time to time by the parties in writing, the “**IP Agreement**”), among the Borrower, Holdings, the subsidiaries of Parent from time to time party thereto and the Collateral Agent; (iii) the SECURITY AGREEMENT dated as of December 1, 2006, among the Borrower, Holdings, Foreign Holdings, the subsidiaries of Parent from time to time party thereto and the Collateral Agent; and (iv) the other Collateral Documents (as defined in the Credit Agreement).

B. The IP Agreement was recorded in the United States Patent and Trademark Office on January 31, 2012, at Reel/Frame 4707/0536.

C. In connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the complete release of security interests in connection therewith, the Borrower has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, the Lenders and each other grantee or beneficiary in and to the Trademarks granted under the IP Agreement.

Accordingly, the Collateral Agent's interest (including security interests) in and to the Trademarks listed on Schedule I attached hereto are hereby terminated and the security interest recorded with the United States Patent & Trademark Office against such Trademarks are hereby deemed null and void.

Notwithstanding anything to the contrary herein, in no event shall this Release terminate any interest or security interest in or to any Trademark listed on Schedule I attached hereto of (a) Citibank, N.A. in its capacity as (i) the notes collateral agent for the Borrower's 5.000% senior secured notes due 2021 (the “**2021 Notes**”) or (ii) the notes collateral agent for the


Borrower's 6.000% senior secured notes due 2022 (the "**2022 Notes**") and, together with the 2021 Notes, the "**Notes**") or (b) any other person in its capacity as secured party in connection with any Note.

This Release is made without representation or warranty by or recourse to the Collateral Agent or any other Secured Party.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer.

CITIBANK, N.A., as Collateral Agent,

Signature: 

Print: ROBERT COHEN

Title: VICE PRESIDENT

Date: DECEMBER 7, 2015

[Signature Page to Trademark Release]

SCHEDULE I

TRADEMARK APPLICATIONS

Country	Title	Appl. No.	Appl. Date	Owner
United States	COLFIRE+	85/056,439	09/07/10	Freescale Semiconductor, Inc.
United States	KINETIS	85/026,888	04/29/10	Freescale Semiconductor, Inc.
United States	PROCESSOR EXPERT	77/888,524	11/10/09	Freescale Semiconductor, Inc.
United States	GORIVA	85/161,048	10/26/10	Freescale Semiconductor, Inc.
United States	XTRINSIC	85/057,334	08/21/10	Freescale Semiconductor, Inc.
United States of America	GORIQ CONVERGE	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	8-Jun-11	Freescale Semiconductor, Inc.
United States of America	SAFE ASSURE BY FREESCALE & Design (Horizontal Diamonds)	85/433,915	09/29/2011	Freescale Semiconductor, Inc.
United States of America	SAFE ASSURE BY FREESCALE & Design (Vertical Diamonds)	85/433,928	09/29/2011	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	VORTICA	4,032,066	09/27/2011	Freescale Semiconductor, Inc.