

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380815

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Semiconductor Components Industries, LLC		04/15/2016	Limited Liability Company: DELAWARE
Trusense Imaging, Inc.		04/15/2016	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank AG New York Branch
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Foreign Banking Corporation: GERMANY

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	1927294	NETTRANS
Registration Number:	2861025	BELASIGNA
Registration Number:	3497280	EZAIRO
Registration Number:	2072599	CCB
Registration Number:	2580639	ON SEMICONDUCTOR
Registration Number:	2523968	ON
Registration Number:	2538947	ON SEMICONDUCTOR ON
Registration Number:	2498925	ON ON SEMICONDUCTOR
Registration Number:	2580801	ON
Registration Number:	2566550	ON SEMICONDUCTOR
Registration Number:	2600082	ON SEMICONDUCTOR ON
Registration Number:	2535980	ON
Registration Number:	2535981	ON
Registration Number:	3618590	GREENPOINT
Registration Number:	3618591	GREENPOINT
Registration Number:	3741111	LUXGUARD
Registration Number:	3136826	PRAETORIAN
Registration Number:	3490431	GREENPOINT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3565970	GREENPOINT FROM ON SEMICONDUCTOR
Registration Number:	2544422	ON
Registration Number:	4471694	TRUESENSE IMAGING, INC. T
Serial Number:	86526141	ON SEMI

**CORRESPONDENCE DATA**

Fax Number: 6502138158

*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.*

Phone: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1111779-2989
NAME OF SUBMITTER:	Christina Ishihara
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	04/15/2016

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2016 (“Trademark Security Agreement”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Trademark Grantors”), is in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

### W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Guarantee and Collateral Agreement dated as of April 15, 2016 (the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Trademark Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, each Trademark Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property 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”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto;

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

(c) to the extent not covered by clause (a), the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by clause (a), all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest

would be prohibited by the terms of the Guarantee and Collateral Agreement, including, without limitation, any Trademark applications filed on the basis of a Trademark Grantor's intent-to-use such mark, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the PTO, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

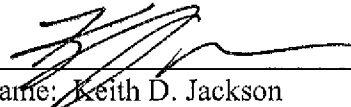
**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A copy of this Trademark Security Agreement signed by all the parties shall be delivered to the Administrative Agent.

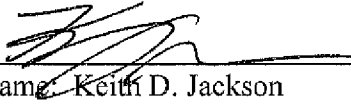
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IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

SEMICONDUCTOR COMPONENTS  
INDUSTRIES, LLC

By:   
Name: Keith D. Jackson  
Title: President and Chief Executive  
Officer

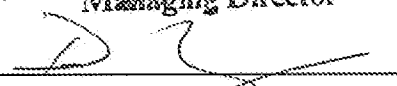
TRUESENSE IMAGING, INC.

By:   
Name: Keith D. Jackson  
Title: President

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent

By:   
Name: Anca Trifan  
Title: Managing Director

By:   
Name: Dusan Lazarov  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARKS**Trademark Registrations and Applications

<b>No.</b>	<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
1.	NETRANS	74513603	4/18/1994	1927294	10/17/1995	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
2.	BELASIGNA	76464608	10/29/2002	2861025	7/6/2004	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
3.	EZAIRO	78960410	8/25/2006	3497280	9/2/2008	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
4.	CCB	74729428	9/15/1995	2072599	6/17/1997	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
5.	ON SEMICONDUCTOR	75751026	7/14/1999	2580639	6/18/2002	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
6.	ON and Design	75751051	7/14/1999	2523968	1/1/2002	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
7.	ON SEMICONDUCTOR ON and Design	75762205	7/28/1999	2538947	2/19/2002	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
8.	ON ON SEMICONDUCTOR and Design	75803064	9/17/1999	2498925	10/16/2001	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
9.	ON and Design	75979483	7/14/1999	2580801	6/18/2002	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
10.	ON SEMICONDUCTOR	75979745	7/14/1999	2566550	5/7/2002	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
11.	ON SEMICONDUCTOR ON and Design	75979984	7/28/1999	2600082	7/30/2002	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
12.	ON and Design	76124177	9/7/2000	2535980	2/5/2002	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
13.	ON and Design	76124178	9/7/2000	2535981	2/5/2002	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
14.	GREEN POINT	77502351	6/18/2008	3618590	5/12/2009	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
15.	GREENPOINT and Design	77502376	6/18/2008	3618591	5/12/2009	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
16.	LUXGUARD	77695150	3/19/2009	3741111	1/19/2010	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
17.	PRAETORIAN	78483619	9/14/2004	3136826	8/29/2006	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
18.	GREEN POINT	78810023	2/8/2006	3490431	8/19/2008	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
19.	GREENPOINT FROM ON SEMICONDUCTOR and Design	78810081	2/8/2006	3565970	1/20/2009	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
20.	AVISS and Design	79063079	11/13/2008	3692845	10/6/2009	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
21.	AVISS (Stylized)	79063701	11/13/2008	3734422	1/5/2010	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
22.	ON SEMI	86526141	2/5/2015	N/A	N/A	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
23.	ON	76124179	9/7/2000	2544422	3/5/2002	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
24.	TRUESENSE IMAGING, INC. T and Design	85645961	6/7/2012	4471694	1/21/2014	TRUESENSE IMAGING, INC.