

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695695

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900654625		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC		10/28/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as collateral agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	National Banking Association: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90867070	ONSEMI	
Serial Number:	90867074	ONSEMI	
CORRESPONDENCE DATA			
Fax Number:	6022443169		
<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:	6022443676		
Email:	trademarks@onsemi.com		
Correspondent Name:	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC		
Address Line 1:	5005 E. MCDOWELL ROAD		
Address Line 2:	MD A700		
Address Line 4:	PHOENIX, ARIZONA 85008		
ATTORNEY DOCKET NUMBER:	ONSEMI TM BANK LIEN		
NAME OF SUBMITTER:	Kelly A. Hall		
SIGNATURE:	/Kelly A. Hall/		
DATE SIGNED:	12/17/2021		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2Document ID: 900654625
Access Code: PTK98D0QPETYLS0

ETAS ID: TM686216

SUBMISSION TYPE:	NEW ASSIGNMENT	RECEIVED <i>By Kelly A. Hall at 10:40 am, Dec 17, 2021</i>	
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC		10/28/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as collateral agent		
Street Address:	60 wall street		
City:	new york		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Unknown: UNKNOWN National Banking Association, Germany		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90867070	ONSEMI	
Serial Number:	90867074	ONSEMI	
CORRESPONDENCE DATA			
Fax Number:	6022443169		
<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:	6022443676		
Email:	patents@onsemi.com		
Correspondent Name:	SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC		
Address Line 1:	5005 E. MCDOWELL ROAD		
Address Line 2:	MD A700		
Address Line 4:	PHOENIX, ARIZONA 85008		
NAME OF SUBMITTER:	Kelly a. hall		
SIGNATURE:	/Kelly A. Hall/		
DATE SIGNED:	11/05/2021		
Total Attachments: 4			
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source=2021.10.28 Q3 2021 Trademark Security Agreement#page2.tif			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 28th, 2021 (“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.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each 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: Bernard Colpitts

Title: Chief Accounting Officer, VP of Finance

TRADEMARKS

US Trademark Registrations and Applications

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1	onsemi	90/867,070	08/05/2021	N/A	N/A	Semiconductor Components Industries, LLC
2	onsemi	90/867,074	08/05/2021	N/A	N/A	Semiconductor Components Industries, LLC