
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D. C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934**

**September 19, 2016
Date of Report (Date of earliest event reported)**

ON Semiconductor Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-30419
(Commission
File Number)

36-3840979
(IRS Employer
Identification No.)

ON Semiconductor Corporation
5005 E. McDowell Road
Phoenix, Arizona
(Address of principal executive offices)

85008
(Zip Code)

(602) 244-6600
(Registrant's telephone number, including area code)

Not applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry Into a Material Definitive Agreement.

As previously disclosed by ON Semiconductor Corporation (the “Company”) on its Current Report on Form 8-K filed with the Securities and Exchange Commission on April 15, 2016, on April 15, 2016, among other things, the Company entered into (1) (a) a \$600 million senior revolving credit facility (the “Revolving Credit Facility”) and (b) a \$2.2 billion term loan “B” facility (the “Term Loan “B” Facility”), the terms of which are set forth in a Credit Agreement (the “Credit Agreement”) by and among the Company, as borrower, the several lenders party thereto, Deutsche Bank AG, New York Branch, as administrative agent and collateral agent (the “Agent”), Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, BMO Capital Markets Corp., HSBC Securities (USA) Inc. and Sumitomo Mitsui Banking Corporation, as joint lead arrangers and joint bookrunners (the “Lead Arrangers”), Barclays Bank PLC, Compass Bank, The Bank of Tokyo-Mitsubishi UFJ, Ltd., Morgan Stanley Senior Funding, Inc., BOKF, NA and KBC Bank N.V., as co-managers, and HSBC Bank USA, N.A. and Sumitomo Mitsui Banking Corporation, as co-documentation agents, and (2) a Guarantee and Collateral Agreement with certain of its domestic subsidiaries (the “Original Guarantors”), pursuant to which the Credit Agreement was guaranteed by the Original Guarantors and secured by a pledge of substantially all of the assets of the Original Guarantors, including a pledge of the equity interests in certain of the Company’s domestic and first-tier foreign subsidiaries, subject to customary exceptions.

On September 19, 2016, (i) ON Semiconductor (China) Holdings, LLC (“China Holdings”), a subsidiary of the Company, entered into (a) an Assumption Agreement (the “China Holdings Assumption Agreement”) with the Agent in favor of the Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) and (b) a Pledge Supplement (the “China Holdings Pledge Supplement”) and (ii) each of Fairchild Semiconductor International, Inc., Fairchild Semiconductor Corporation, Fairchild Semiconductor Corporation of California, Giant Holdings, Inc., Fairchild Semiconductor West Corporation, Kota Microcircuits, Inc., Silicon Patent Holdings, Giant Semiconductor Corporation, Micro-Ohm Corporation and Fairchild Energy, LLC, each a subsidiary of the Company (collectively, the “Fairchild Guarantors” and, together with China Holdings, the “Additional Guarantors”), entered into (a) an Assumption Agreement with the Agent in favor of the Agent for the benefit of the Secured Parties (the “Fairchild Guarantors Assumption Agreement” and, together with the China Holdings Assumption Agreement, the “Assumption Agreements”) and (b) a Pledge Supplement (the “Fairchild Guarantors Pledge Supplement” and, together with the China Holdings Pledge Supplement, the “Pledge Supplements”). Pursuant to the Assumption Agreements and the Pledge Supplements, the Company’s obligations under the Credit Agreement were guaranteed by each of the Additional Guarantors and secured by a pledge of substantially all of the assets of the Additional Guarantors, subject to customary exceptions.

The foregoing descriptions of the China Holdings Assumption Agreement, the China Holdings Pledge Supplement, the Fairchild Grants Assumption Agreement and the Fairchild Grants Pledge Supplement do not purport to be complete and are qualified in their entirety by reference to the full and complete terms of the China Holdings Assumption Agreement, the China Holdings Pledge Supplement, the Fairchild Grants Assumption Agreement and the Fairchild Grants Pledge Supplement, which are filed as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3 and Exhibit 10.4 to this Current Report on Form 8-K, respectively, and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Assumption Agreement, dated September 19, 2016, by and between ON Semiconductor (China) Holdings, LLC and Deutsche Bank AG, New York Branch.
10.2	Pledge Supplement, dated September 19, 2016, by ON Semiconductor (China) Holdings, LLC.
10.3	Assumption Agreement, dated September 19, 2016, by and among Fairchild Semiconductor International, Inc., Fairchild Semiconductor Corporation, Fairchild Semiconductor Corporation of California, Giant Holdings, Inc., Fairchild Semiconductor West Corporation, Kota Microcircuits, Inc., Silicon Patent Holdings, Giant Semiconductor Corporation, Micro-Ohm Corporation and Fairchild Energy, LLC and Deutsche Bank AG, New York Branch.
10.4	Pledge Supplement, dated September 19, 2016, by Fairchild Semiconductor International, Inc., Fairchild Semiconductor Corporation, Fairchild Semiconductor Corporation of California, Giant Holdings, Inc., Fairchild Semiconductor West Corporation, Kota Microcircuits, Inc., Silicon Patent Holdings, Giant Semiconductor Corporation, Micro-Ohm Corporation and Fairchild Energy, LLC.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ON SEMICONDUCTOR CORPORATION
(Registrant)

Date: September 23, 2016

By: /s/ Bernard Gutmann
Bernard Gutmann
Executive Vice President, Chief Financial Officer, and Treasurer

EXHIBIT INDEX

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10.2	Pledge Supplement, dated September 19, 2016, by ON Semiconductor (China) Holdings, LLC.
10.3	Assumption Agreement, dated September 19, 2016, by and among Fairchild Semiconductor International, Inc., Fairchild Semiconductor Corporation, Fairchild Semiconductor Corporation of California, Giant Holdings, Inc., Fairchild Semiconductor West Corporation, Kota Microcircuits, Inc., Silicon Patent Holdings, Giant Semiconductor Corporation, Micro-Ohm Corporation and Fairchild Energy, LLC and Deutsche Bank AG, New York Branch.
10.4	Pledge Supplement, dated September 19, 2016, by Fairchild Semiconductor International, Inc., Fairchild Semiconductor Corporation, Fairchild Semiconductor Corporation of California, Giant Holdings, Inc., Fairchild Semiconductor West Corporation, Kota Microcircuits, Inc., Silicon Patent Holdings, Giant Semiconductor Corporation, Micro-Ohm Corporation and Fairchild Energy, LLC.

ASSUMPTION AGREEMENT

ON SEMICONDUCTOR (CHINA) HOLDING, LLC

ASSUMPTION AGREEMENT (this "Assumption Agreement"), dated as of September 19, 2016, is made by ON Semiconductor (China) Holding, LLC, a Delaware limited liability company (the "Additional Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent"), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

RECITALS

A. WHEREAS, ON Semiconductor Corporation, a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto as lenders, and Deutsche Bank AG New York Branch, as the Collateral Agent and the Administrative Agent, have entered into a Credit Agreement, dated as of April 15, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

B. WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Restricted Subsidiaries (not including the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of April 15, 2016 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Collateral Agent and the Administrative Agent for the benefit of the Secured Parties;

C. WHEREAS, Section 7.9 of the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

D. WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly guarantees the Secured Obligations as set forth in Section 2 thereof, grants the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in the Collateral (as defined in the Guarantee and Collateral Agreement) as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations as set forth in Section 3 thereof, and assumes all other obligations and liabilities of a Grantor set forth therein. The information set forth in Annex I-A hereto is hereby added to the information set forth in Schedules 1-4 of the GCA Disclosure Letter. The Additional Grantor hereby represents and warrants that each of the representations and

warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct in all material respects as to such Additional Grantor on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date (except to the extent made on a specific date, in which case such representation and warranty shall be true and correct in all material respects on and as of such specific date).

2. Financing Statements. The Additional Grantor hereby authorizes the filing of any financing statements or continuation statements, and amendments to financing statements, or any similar document in any jurisdiction within the United States and with any filing offices in such jurisdiction as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect or otherwise protect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including describing such property as “all assets” or “all personal property” and may add thereto “whether now owned or hereafter acquired.” The Additional Grantor hereby ratifies and authorizes the filing by the Collateral Agent of any financing statement with respect to the Collateral made prior to the date hereof.

3. Intellectual Property Filings. The Additional Grantor hereby authorizes the Collateral Agent to execute and/or submit filings with the PTO or United States Copyright Office (or any successor office or any similar office in any state or political subdivision), as applicable, including this Agreement, and, if applicable, a Copyright Security Agreement, a Patent Security Agreement, and/or a Trademark Security Agreement, or other comparable documents, and to take such other actions as may be required under applicable Law for the purpose of perfecting, recording, confirming, continuing, enforcing or protecting the security interest granted by the Additional Grantor hereunder, without the signature of the Additional Grantor, naming the Additional Grantor, as debtor, and the Collateral Agent, as secured party.

4. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE PROVISIONS OF SECTIONS 8.1, 8.2, 8.3, 8.4, 8.5, 8.7, 8.8, 8.9, 8.10, 8.12, 8.13 AND 8.16 OF THE GUARANTEE AND COLLATERAL AGREEMENT SHALL APPLY WITH LIKE EFFECT TO THIS ASSUMPTION AGREEMENT, AS FULLY AS IF SET FORTH AT LENGTH HEREIN.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

ON Semiconductor (China) Holding, LLC

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: Chief Financial Officer, Senior
Vice President and Treasurer

Agreed and Accepted:

DEUTSCHE BANK AG NEW YORK BRANCH, as
Collateral Agent and Administrative Agent

By: /s/ Anca Trifan

Name: Anca Trifan

Title: Managing Director

By: /s/ Peter Cucchiara

Name: Peter Cucchiara

Title: Vice President

This PLEDGE SUPPLEMENT, dated as of September 19, 2016 (the "Pledge Supplement"), is delivered by ON SEMICONDUCTOR (CHINA) HOLDING, LLC, a Delaware limited liability company (the "Grantor") pursuant to the Guarantee and Collateral Agreement, dated as of April 15, 2016 (as it may be from time to time amended, amended and restated, restated, supplemented, or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among ON SEMICONDUCTOR CORPORATION, a Delaware corporation, the other Grantors named therein and DEUTSCHE BANK AG NEW YORK BRANCH, as the Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Guarantee and Collateral Agreement.

Grantor hereby confirms the grant to the Collateral Agent set forth in the Guarantee and Collateral Agreement of, and does hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. Grantor represents and warrants that the attached Supplements to the GCA Disclosure Letter accurately and completely set forth all additional information required pursuant to the Guarantee and Collateral Agreement and hereby agrees that such Supplements to the GCA Disclosure letter shall constitute part of the Schedules to the GCA Disclosure Letter.

Grantor hereby authorizes the filing of any financing statements or continuation statements, and amendments to financing statements, or any similar document in any jurisdiction in the United States and with any filing offices in such jurisdiction as the Collateral Agent may determine, in its reasonable judgment, are necessary or advisable to perfect or otherwise protect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent, for the benefit of the Secured Parties, herein, including describing such property as "all assets" or "all personal property" and may add thereto "whether now owned or hereafter acquired." Grantor hereby ratifies and authorizes the filing by the Collateral Agent of any financing statement with respect to the Collateral made prior to the date hereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

ON SEMICONDUCTOR (CHINA) HOLDING, LLC

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: Chief Financial Officer, Senior
Vice President and Treasurer

[Signature Page to Pledge Supplement]

ASSUMPTION AGREEMENT (this "Assumption Agreement"), dated as of September 19, 2016, is made by FAIRCHILD SEMICONDUCTOR INTERNATIONAL, INC., a Delaware corporation, FAIRCHILD SEMICONDUCTOR CORPORATION, a Delaware corporation, FAIRCHILD SEMICONDUCTOR CORPORATION OF CALIFORNIA, a Delaware corporation, GIANT HOLDINGS, INC., a Delaware corporation, FAIRCHILD SEMICONDUCTOR WEST CORPORATION, a Delaware corporation, KOTA MICROCIRCUITS, INC., a Colorado corporation, SILICON PATENT HOLDINGS, a California corporation, GIANT SEMICONDUCTOR CORPORATION, a North Carolina corporation, MICRO-OHM CORPORATION, a North Carolina corporation and FAIRCHILD ENERGY, LLC, a Maine limited liability company (collectively, the "Additional Grantors" and each individually, an "Additional Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent"), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

RECITALS

A. WHEREAS, ON Semiconductor Corporation, a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto as lenders, and Deutsche Bank AG New York Branch, as the Collateral Agent and the Administrative Agent, have entered into a Credit Agreement, dated as of April 15, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

B. WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Restricted Subsidiaries (not including the Additional Grantors) have entered into the Guarantee and Collateral Agreement, dated as of April 15, 2016 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Collateral Agent and the Administrative Agent for the benefit of the Secured Parties;

C. WHEREAS, Section 7.9 of the Credit Agreement requires each Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

D. WHEREAS, each Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Collateral Agreement. By executing and delivering this Assumption Agreement, each Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly guarantees the Secured Obligations as set forth in Section 2 thereof, grants the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in the Collateral (as defined in the Guarantee and Collateral Agreement) as collateral security for the complete payment and

performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations as set forth in Section 3 thereof, and assumes all other obligations and liabilities of a Grantor set forth therein. The information set forth in Annex I-A hereto is hereby added to the information set forth in Schedules 1 through 10 of the GCA Disclosure Letter. Each Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct in all material respects as to such Additional Grantor on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date (except to the extent made on a specific date, in which case such representation and warranty shall be true and correct in all material respects on and as of such specific date).

2. Financing Statements. Each Additional Grantor hereby authorizes the filing of any financing statements or continuation statements, and amendments to financing statements, or any similar document in any jurisdiction within the United States and with any filing offices in such jurisdiction as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect or otherwise protect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including describing such property as “all assets” or “all personal property” and may add thereto “whether now owned or hereafter acquired.” Each Additional Grantor hereby ratifies and authorizes the filing by the Collateral Agent of any financing statement with respect to the Collateral made prior to the date hereof.

3. Intellectual Property Filings. Each Additional Grantor hereby authorizes the Collateral Agent to execute and/or submit filings with the PTO or United States Copyright Office (or any successor office or any similar office in any state or political subdivision), as applicable, including this Agreement, and, if applicable, a Copyright Security Agreement, a Patent Security Agreement, and/or a Trademark Security Agreement, or other comparable documents, and to take such other actions as may be required under applicable Law for the purpose of perfecting, recording, confirming, continuing, enforcing or protecting the security interest granted by such Additional Grantor hereunder, without the signature of such Additional Grantor, naming such Additional Grantor, as debtor, and the Collateral Agent, as secured party.

4. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE PROVISIONS OF SECTIONS 8.1, 8.2, 8.3, 8.4, 8.5, 8.7, 8.8, 8.9, 8.10, 8.12, 8.13 AND 8.16 OF THE GUARANTEE AND COLLATERAL AGREEMENT SHALL APPLY WITH LIKE EFFECT TO THIS ASSUMPTION AGREEMENT, AS FULLY AS IF SET FORTH AT LENGTH HEREIN.

IN WITNESS WHEREOF, each of the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

FAIRCHILD SEMICONDUCTOR INTERNATIONAL, INC.,
a Delaware corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

FAIRCHILD SEMICONDUCTOR CORPORATION, a
Delaware Corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

FAIRCHILD SEMICONDUCTOR CORPORATION OF
CALIFORNIA, a Delaware Corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

FAIRCHILD SEMICONDUCTOR WEST CORPORATION, a
Delaware corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

GIANT HOLDINGS, INC., a Delaware corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

[Signature Page to Assumption Agreement]

KOTA MICROCIRCUITS, INC., a Colorado corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

SILICON PATENT HOLDINGS, a California corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

GIANT SEMICONDUCTOR CORPORATION, a North Carolina corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

MICRO-OHM CORPORATION, a North Carolina corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

FAIRCHILD ENERGY, LLC, a Maine limited liability company

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

[Signature Page to Assumption Agreement]

Agreed and Accepted:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Administrative Agent

By: /s/ Anca Trifan

Name: Anca Trifan

Title: Managing Director

By: /s/ Marcus M. Tarkington

Name: Markus M. Tarkington

Title: Director

[Signature Page to Assumption Agreement]

Schedule 1

NOTICE ADDRESS FOR EACH GRANTOR

DESCRIPTION OF INVESTMENT PROPERTY

**EXACT LEGAL NAME; LOCATION OF JURISDICTION OF ORGANIZATION;
CHIEF EXECUTIVE OFFICE**

**FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS**

LOCATIONS OF INVENTORY AND EQUIPMENT

INTELLECTUAL PROPERTY

LETTER-OF-CREDIT RIGHTS

COMMERCIAL TORT CLAIMS

TRADE NAMES

GOVERNMENT RECEIVABLES

This PLEDGE SUPPLEMENT, dated as of September 19, 2016 (the "Pledge Supplement"), is delivered by FAIRCHILD SEMICONDUCTOR INTERNATIONAL, INC., a Delaware corporation, FAIRCHILD SEMICONDUCTOR CORPORATION, a Delaware corporation, FAIRCHILD SEMICONDUCTOR CORPORATION OF CALIFORNIA, a Delaware corporation, GIANT HOLDINGS, INC., a Delaware corporation, FAIRCHILD SEMICONDUCTOR WEST CORPORATION, a Delaware corporation, KOTA MICROCIRCUITS, INC., a Colorado corporation, SILICON PATENT HOLDINGS, a California corporation, GIANT SEMICONDUCTOR CORPORATION, a North Carolina corporation, MICRO-OHM CORPORATION, a North Carolina corporation and FAIRCHILD ENERGY, LLC, a Maine limited liability company (collectively, the "Grantors" and each individually, a "Grantor") pursuant to the Guarantee and Collateral Agreement, dated as of April 15, 2016 (as it may be from time to time amended, amended and restated, restated, supplemented, or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among ON SEMICONDUCTOR CORPORATION, a Delaware corporation, the other Grantors named therein and DEUTSCHE BANK AG NEW YORK BRANCH, as the Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Guarantee and Collateral Agreement.

Each Grantor hereby confirms the grant to the Collateral Agent set forth in the Guarantee and Collateral Agreement of, and does hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all such Grantor's right, title and interest in and to all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located. Each Grantor represents and warrants that the attached Supplements to the GCA Disclosure Letter accurately and completely set forth all additional information required pursuant to the Guarantee and Collateral Agreement and hereby agrees that such Supplements to the GCA Disclosure letter shall constitute part of the Schedules to the GCA Disclosure Letter.

Each Grantor hereby authorizes the filing of any financing statements or continuation statements, and amendments to financing statements, or any similar document in any jurisdiction in the United States and with any filing offices in such jurisdiction as the Collateral Agent may determine, in its reasonable judgment, are necessary or advisable to perfect or otherwise protect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent, for the benefit of the Secured Parties, herein, including describing such property as "all assets" or "all personal property" and may add thereto "whether now owned or hereafter acquired." Each Grantor hereby ratifies and authorizes the filing by the Collateral Agent of any financing statement with respect to the Collateral made prior to the date hereof.

[Remainder of This Page Intentionally Left Blank.]

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

FAIRCHILD SEMICONDUCTOR INTERNATIONAL, INC.,
a Delaware corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

FAIRCHILD SEMICONDUCTOR CORPORATION,
a Delaware corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

FAIRCHILD SEMICONDUCTOR CORPORATION OF
CALIFORNIA,
a Delaware corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

KOTA MICROCIRCUITS, INC.,
a Colorado corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

[Signature Page to Pledge Supplement]

FAIRCHILD SEMICONDUCTOR WEST CORPORATION,
a Delaware corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

GIANT HOLDINGS, INC.,
a Delaware corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

SILICON PATENT HOLDINGS,
a California corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

GIANT SEMICONDUCTOR CORPORATION,
a North Carolina corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

MICRO-OHM CORPORATION,
a North Carolina corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

[Signature Page to Pledge Supplement]

FAIRCHILD ENERGY, LLC,
a Maine corporation

By: /s/ Bernard Gutmann

Name: Bernard Gutmann

Title: CFO, Sr. V.P. & Treasurer

[Signature Page to Pledge Supplement]