

04-22-1999



Form PTO-1594 (Rev. 6-93)

101016336

FORM COVER SHEET  
MARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the number

marks: Please record the attached original documents or copy thereof.

MLD 4-15-99

1. Name of conveying party(ies):

**Praegitzer Industries, Inc.**

- Individual(s)  Association
- General Partnership  Limited Partnership

Corporation-State: Oregon

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name

Other First Amendment to Trademark Security Agreement

Execution Date: April 8, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
75/363,206 75/175,674  
75/135,181

2. Name and address of receiving party(ies):

Name: KeyBank National Association

Internal Address: Large Corporate Group

Street Address: 700 Fifth Avenue, 46th Floor

City: Seattle State: WA ZIP: 98104

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other National Association (Bank)

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)

Additional name(s) & address(es) attached?  Yes  No

B. Trademark Registration

No.(s)  
2,133,850 2,083,771 2,139,084

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Heidi L. Sachs

Internal Address: Perkins Coie LLP

Street Address: 1201 Third Avenue, 40th Floor

City: Seattle State: WA ZIP: 98101-3099

6. Total number of applications and registrations involved:

**6**

7. Total fee (37 CFR 3.41):.....\$ **165.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Heidi L. Sachs

April 15, 1999

Name of Person Signing

Signature

Date

04/21/1999 DNGUYEN 00000263 2133850

Total number of pages comprising cover sheet, attachments and document: **3**

01 FC:481 40.00 OP  
 02 FC:482 125.00 OP

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

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# FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT entered into as of April 8, 1999 by and between PRAEGITZER INDUSTRIES, INC., an Oregon corporation ("Borrower"), and KEYBANK NATIONAL ASSOCIATION ("Bank") is as follows:

Bank and Borrower are parties to that certain Trademark Security Agreement dated of March 31, 1998 ("Agreement") recorded in the U.S. Patent and Trademark Office on April 8, 1998 at Reel 1712, Frame 0630 et seq. The Credit Agreement referenced in the Agreement has been amended and the parties desire to amend the Agreement to reflect certain changes made in the amendment to the Credit Agreement.


All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, Borrower and Bank agree as follows:

1. Definition of "Bank". All references in the Agreement to "Bank" shall mean KeyBank National Association as agent for the parties named in the Credit Agreement as the Lenders.
2. Ratification. Except as otherwise provided in this First Amendment, all the provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.
3. One Agreement. The Agreement is modified by the provisions of this First Amendment shall be construed as one agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Trademark Security Agreement as of the date first above written.

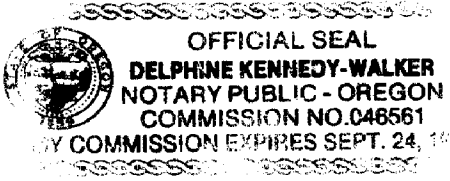
PRAEGITZER INDUSTRIES, INC.

By:   
Title: VP Finance

By: [Signature]  
Title: VP

STATE OF OREGON )  
 ) SS.  
COUNTY OF Multnomah )

The foregoing First Amendment to Trademark Security Agreement was executed and acknowledged before me on April 8, 1999 by Scott D. Gilbert, personally known to me to be the V. President/Finance of Praegitzer Industries, Inc., an Oregon corporation, on behalf of such corporation.



[Signature]  
Notary Public  
My Commission Expires: 9/24/99

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF Washington )

The foregoing First Amendment to Trademark Security Agreement was executed and acknowledged before me on April 8, 1999 by Thomas A. Crandell, personally known to me to be the Vice President of KeyBank National Association on behalf of such corporation.

[Signature]  
Notary Public  
My Commission Expires: 10/01/02