

09-19-2000



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101462861

MP
8-18-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/18/2000 MTHA11 00000245 75105481
01 FC:481 40.00 DP
02 FC:482 350.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002140 FRAME: 0955

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/105,481"/>	<input type="text" value="75/199,920"/>	<input type="text" value="75/417,662"/>	<input type="text" value="1,754,474"/>	<input type="text" value="2,118,551"/>	<input type="text" value="1,886,256"/>
<input type="text" value="75/454,796"/>	<input type="text" value="75/585,555"/>	<input type="text" value="75/585,554"/>	<input type="text" value="1,396,071"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/577,326"/>	<input type="text" value="75/481,377"/>	<input type="text" value="75/524,067"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Antoinette E. Baker

Name of Person Signing

Antoinette E Baker
Signature

8/17/2000

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

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Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/573,579"/>	<input type="text" value="75/428,175"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated April 28, 2000, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Société Générale ("*SG*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Amkor Technology, Inc. (the "*Borrower*"), a Delaware corporation, has entered into a Credit Agreement dated as of April 28, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"; terms defined therein, unless otherwise defined herein, being used herein as therein defined) among the Borrower, certain Lender Parties party thereto, Salomon Smith Barney Inc. ("*SSBI*") as Book Manager, SG, as Administrative Agent and as Collateral Agent, SSBI, SG Cowen Securities Corporation ("*SG Cowen*") and Deutsche Bank Securities Inc., as Arrangers, SSBI and SG as Syndication Agents, and (ii) the Security Agreement dated as of April 28, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"; terms defined therein, unless otherwise defined herein, being used herein as therein defined) made by the Grantors from time to time party thereto in favor of the Collateral Agent for the Secured Parties.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Security Agreement dated April 28, 2000 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit G to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the “**Trademarks**”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the “**Copyrights**”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, the term “Collateral” does not include any license or contract right to the extent that (i) the granting of a security interest therein would be contrary to applicable law or (ii) such license or contract right is not assignable according to its terms (but only to the extent any such prohibition is enforceable under applicable law, including, without limitation, Section 9-318(4) of the N.Y. Uniform Commercial Code).

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

AMKOR TECHNOLOGY, INC.

By Kenneth T. Joyce
Name: Kenneth T. Joyce
Title: Chief Financial Officer

Address for Notices:

Goshen Corporate Park
1345 Enterprise Drive
West Chester, PA 19380

GUARDIAN ASSETS, INC.

By Kenneth T. Joyce
Name: Kenneth T. Joyce
Title: Chief Financial Officer

Address for Notices:

Goshen Corporate Park
1345 Enterprise Drive
West Chester, PA 19380

AMKOR TECHNOLOGIES, INC.

U.S. TRADEMARKS AND TRADE NAMES

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Filing/Issue Date</u>
ChipArray [®]	Application #75/105,481	Filing Date 5/16/96
fleXBGA [®]	Application #75/199,920	Filing Date 11/19/96
POWERQUAD [®]	Registration #1,754,474	Issue Date 2/23/93
Power SOP [®]	Registration #2,118,551	Issue Date 12/2/97
SuperBGA [®]	Registration #1,886,256	Issue Date 12/6/94
Amkor Anam (and design)	Registration #1,396,071	Issue Date 6/3/86
Amkor Technology [™]	Application #75/417,662	Filing Date 1/13/98 (ITU)
Amkor Technology [™] (and design)	Application #75/454,796	Filing Date 2/23/98 (ITU)
ePad [™]	Application #75/585,555	Filing Date 11/12/98
ExposedPad [™]	Application #75/585,554	Filing Date 11/12/98
MicroLeadframe [™]	Application #75/577,326	Filing Date 10/27/98
The Fab Guys [™]	Application #75/481,377	Filing Date 5/7/98
wsCSP [™]	Application #75/524,067	Filing Date 7/23/98
TapeArray [™]	Application #75/573,579	Filing Date 10/19/98
VisionPak [™]	Application #75/428,175	Filing Date 2/3/98