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TRADEMARKS ONLY

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Name of conveying party(ies):

MANUFACTURERS' SERVICES LIMITED

Additional name(s) of conveying party(ies) attached? ☐ yes ☒ no

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

(2a.)

Name: BANK OF AMERICAAddress: 1455 Market Street, 12<sup>th</sup> Floor, San Francisco, CA 94103

3. Name of Conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: Grant of Trademark Security Interest

(2b.)

Name \_\_\_\_\_

Address: \_\_\_\_\_

Additional name(s) & address(es) attached? ☐ yes ☒ no

Execution Date: August 17, 2000

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s): 76/021,601; 76/021,600;  
76/009,967B. Trademark Registration No.(s): 2,301,104; 2,154,546;  
2,154,544; 2,148,653; 1,946,905; 748640; 292953; 292789;  
286955Additional numbers attached ☐ yes ☒ no

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

Name: Melissa ClemensInternal Address: O'MELVENY & MYERS LLPStreet Address: 400 South Hope StreetCity: Los Angeles State: CA ZIP: 90071-28996. Total number of applications and patents involved: one7. Total fee (37 CFR 3.41): .....\$ 480.00☒ Enclosed☐ Authorized to be charged to deposit account8. Deposit account number 50-0639

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.

Brian M. Berliner

Name of Person Signing

Signature

August 23, 2000

Date

Total number of pages comprising cover sheet, attachments and documents: 7

09/19/2000 DNGUYEN 00000156 76021601

01 FC:481  
02 FC:48240.00 DP  
275.00 DP

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

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 2023109/19/2000 DNGUYEN 0018024000  
Name/Number: 76021601 \$165.00 CR  
Ref: 500639  
FC: 704

LA3-940073

TRADEMARK  
REEL: 002141 FRAME: 0411

**GRANT OF TRADEMARK SECURITY INTEREST**

**WHEREAS, MANUFACTURERS' SERVICES LIMITED**, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined in Schedule B attached); and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of August 17, 2000 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), DLJ Capital Funding, Inc., as Syndication Agent, ABN AMRO Bank, N.V. and Barclays Bank PLC as Documentation Agents for Lenders, and Bank of America, N.A., as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of August 17, 2000 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a

security interest in all of Grantor's right, title and interest in and to the following, 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 (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule B) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule B) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

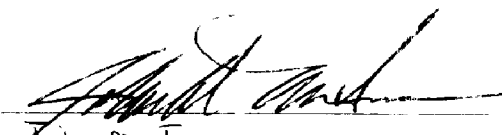
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or

constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 17<sup>th</sup> day of August, 2000.

**MANUFACTURERS' SERVICES LIMITED**

By:   
Name: John McInnes  
Title: Vice President, Treasury

STATE OF Massachusetts )  
COUNTY OF Wiltshire ) SS.

On this 11<sup>th</sup> day of August, 2000 before me personally appeared John MacInnes known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer of Manufacturers' Services Limited.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11<sup>th</sup> day of Aug., 2000.

Stanley D. H. H. H.  
Notary Public

My commission expires: January 5, 2007

# **SCHEDULE B** **TO** **GRANT OF TRADEMARK SECURITY INTEREST**

**Trademarks Issued:**

<u>Country</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Mark</u>
US FEDERAL	2,301,104	12/14/99	MANUFACTURERS' SERVICES
US FEDERAL	2,154,546	5/5/98	TCOO
US FEDERAL	2,154,544	5/5/98	MANUFACTURES' SERVICES and Design
US FEDERAL	2,148,653	4/7/98	(Design Only)
US FEDERAL	1,946,905	1/9/96	TOTAL COST OF OWNERSHIP
EUROPEAN COMMUNITY	748640	5/10/99	TCOO
EUROPEAN COMMUNITY	292953	6/22/99	TOTAL COST OF OWNERSHIP
EUROPEAN COMMUNITY	292789	1/7/99	MANUFACTURERS SERVICES
EUROPEAN COMMUNITY	286955	5/10/99	(Design Only)

## **Trademarks Pending:**

<u>Serial No.</u>	<u>Date Filed</u>	<u>Mark</u>
76-021,601	4/7/2000	MSL and design
76-021,600	4/7/2000	MSL
76-009,967	3/23/2000	PARTNERWEB