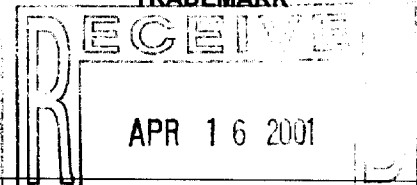


04-27-2001



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(6.16.01)



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
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_
- License
- Nunc.Pro.Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Amkor Technology, Inc.

March 30, 2001

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization State of Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name Citicorp USA, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 390 Greenwich Street

Address (line 2) \_\_\_\_\_

Address (line 3) New York New York, USA 10013  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other A National Banking Association
- 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.)

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

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

212-310-8635

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="75/714446"/>	<input type="text" value="75/713578"/>	<input type="text" value="76/145558"/>	<input type="text" value="1241384"/>	<input type="text" value="2393904"/>	<input type="text"/>
<input type="text" value="76/145468"/>	<input type="text" value="76/145561"/>	<input type="text" value="76/145559"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/145563"/>	<input type="text" value="76/145562"/>	<input type="text" value="76/145553"/>	<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.

Dawn Harrington  
Name of Person Signing

  
Signature

April 13, 2001  
Dated Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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 conveying 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  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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)

76/145560	76/107763	<input type="text"/>
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated March 30, 2001, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Citicorp USA Inc. ("*CUSA*"), as successor 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. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated April 28, 2000 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, the Grantor and such other Persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantor and such other Persons to the Collateral Agent dated April 28, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, the Administrative Agent, the Collateral Agent, and CUSA, as successor administrative agent and as successor collateral agent have entered into an Assignment and Release Agreement, dated March 30, 2001 (the "*Assignment and Release*"), pursuant to which the Collateral Agent, among other things, assigned all of its right, title and interest in, to and under the Collateral Documents and the other Loan Documents to CUSA, as successor collateral agent, as of the Assignment Effective Date thereto.

WHEREAS, the Collateral Agent and CUSA, as successor collateral agent have entered into: (i) a Trademark Security Interest Assignment; and (ii) a Patent Security Interest Assignment, pursuant to which the Collateral Agent has assigned all of its right, title and interest as Collateral Agent in the IP Security Agreement to CUSA, as successor collateral agent without recourse, warranty or representation.

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to CUSA, as successor collateral agent for the ratable benefit of the

Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the Grantor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Grantor hereby acknowledges and confirms the grant of a security interest to CUSA, as successor collateral agent, for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "**Additional Collateral**"):

(i) the United States, international, and foreign patents, patent applications, and patent licenses set forth in Schedule A hereto, 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 (the "**Trademarks**");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (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

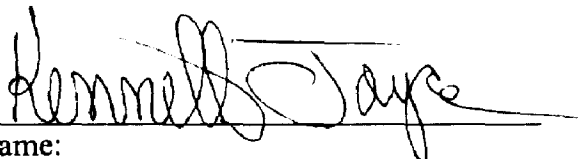
(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule V to the Security Agreement and Schedules A, B and C to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

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

SECTION 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

By:   
Name:  
Title:

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF CHESTER ) SS.

On March 30, 2001, before me, Kimberly A. Reed, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Kenneth Joyce, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notarial Seal  
Kimberly A. Reed, Notary Public  
East Goshen Twp., Chester County  
My Commission Expires May 10, 2003

*Kimberly A Reed*

SCHEDULE A  
TO  
SUPPLEMENTAL AGREEMENT

Patent Registrations

**Patent Registration Number**

5,173,338	5,194,695	5,239,806
5,471,011	5,483,740	6,090,715
6,091,141	6,092,281	6,114,217
6,117,193	6,117,705	6,124,637
6,132,081	6,143,588	6,143,981
6,150,193	6,150,709	6,163,463
6,198,163	6,200,841	6,201,305
6,204,131		



SCHEDULE B

TO

SUPPLEMENTAL AGREEMENT

**Trademark Registrations**

<b>SMMF&amp;F REF. NO.</b>	<b>MARK</b>	<b>SERIAL/REG. NO.</b>	<b>FILING/ ISSUE DATE</b>
TM-1628-SM US	AMKOR	73/327,747 1241384	9/14/81
TM-1316i US	VISIONPAK	75/428,175 2,393,904	2/3/98 10/10/00
TM-1023-1 US	POWERSOP	75/714,446	5/26/99
TM-1022-1 US	CHIPARRAY	75/713,578	5/26/99
TM-1965i US	SENSORPAK	76/145,558	11/11/00
TM-1961i US	ETCSP	76/145,468	11/11/00
TM-1962i US	MEMSPAK	76/145,561	11/11/00
TM-1963i US	MLFLEX	76/145,559	10/11/00
TM-1964i US	SCANPAK	76/145,563	10/11/00
TM-1966i US	SHIELDPAK	76/145,562	10/11/00
TM-1967i US	SNAPARRAY	76/145,553	10/11/00

<b>SMMF&amp;F REF. NO.</b>	<b>MARK</b>	<b>SERIAL/REG. NO.</b>	<b>FILING/ ISSUE DATE</b>
TM-1968i US	SUPERFC	76/145,560	10/11/00
TM-1890i US	MLF	76/107,763	8/10/00
388.009	ENABLING A MICROELECTRONIC WORLD	In Progress	-