

03-29-2002



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

EFTC Operating Corp.

3-11-02

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Change of Address
- Merger
- Change of Name

Execution date: March 8, 2002

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

Name: Citicorp, USA, Inc.

Internal

Address: 399 Park Avenue, 6th Floor, Zone 4

Street Address: _____

City: New York State: NY Zip: 10022

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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

OFFICE OF PATENT RECORDS
2002 MAR 11 PM 12:25
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule I

Additional number(s) attached Yes No

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

Name: Faith Wu

Internal Address: Weil, Gotshal & Manges LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(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.

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

March 11, 2002
Date

Total number of pages including cover sheet, attachments, and document: 9
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/28/2002 DBYRNE 00000182 230800 2262509

01 FC:481 40.00 CH
02 FC:482 50.00 CH

SCHEDULE I
TO
EFTC TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Name of Mark	Registration No.	Date	Owner
EFTC	2,262,509	July 20, 1999	EFTC Operating Corp. (successor in interest by merger to EFTC Corporation)
APM AND DESIGN	2,268,485	August 10, 1989	EFTC Operating Corp. (successor in interest by merger to EFTC Corporation)

B. TRADEMARK APPLICATIONS

Name of Mark	Serial Number	Date	Owner
SUNTRON	76 / 360975	January 22, 2002	EFTC Operating Corp. (successor in interest by merger to EFTC Corporation)

C. TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 8, 2002, by EFTC Operating Corp. (successor in interest by merger to EFTC Corporation) and each of the other entities that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp USA, Inc. ("Citicorp"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 26, 2001 (as the same was and may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the K*TEC Electronics Holding Corporation (formerly known as K*TEC Electronics Corporation) and the other Borrowers party thereto (the "Borrowers"), the Lenders and Issuers party thereto and Citicorp, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement, dated as of January 26, 2001, in favor of the Administrative Agent (as the same was and may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

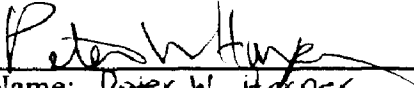
Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and 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.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

EFTC OPERATING CORP.
*(Successor in interest by merger
to EFTC Corporation),*
as Grantor

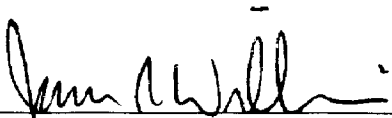
By: 
Name: Peter W. Harper
Title: Vice President

[SIGNATURE PAGE TO EFTC TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002471 FRAME: 0687

ACCEPTED AND AGREED
as of the date of this Trademark Security Agreement
first above written:

CITICORP USA, INC.,
as Administrative Agent

By: 
Name: James R. Williams
Title: Vice President

[SIGNATURE PAGE TO EFTC TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002471 FRAME: 0688

