

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

4-23-03 R



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

102433286

Tab settings

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

1. Name of conveying party(ies):  
Amkor Technology, Inc.  
Guardian Assets, Inc.

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

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution date: April 22, 2003

2. Name and address of receiving party(ies):  
Name: Citicorp USA, Inc. as "Collateral Agent"

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

Street Address: 2 Penns Way

City: New Castle State: DE Zip: 19720

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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,159,448; 2,118,551

Additional number(s) attached  Yes  No

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

Name: Lester Szeto

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: 2

7. Total fee (37 CFR 3.41): \$ 65.00

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                      Phyllis Eremitaggio                      April 23, 2003  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

OFFICE OF RECORDS  
2003 APR 23 PM 1:47  
FINANCE SECTION

04/28/2003 DBYRNE 00000017 230800 2159448  
01 FC:8:521 40.00 CH  
02 FC:8:522 25.00 CH

# INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated April 22, 2003, is made by the Persons listed on the signature page hereof (the "*Grantors*") in favor of Citicorp USA, Inc. ("*CUSA*"), 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 (i) a Second Amended and Restated Credit Agreement dated as of April 22, 2003 (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, Citigroup Global Markets Inc. (formerly known as Salomon Smith Barney Inc.) ("*CGMI*"), as Sole Book Manager, CUSA, as Administrative Agent and as Collateral Agent, JPMorgan Chase Bank, as Syndication Agent, Deutsche Bank Securities Inc ("*DBSI*"), as Documentation Agent, CGMI and J.P. Morgan Securities Inc., as Joint Lead Arrangers, and DBSI, as Arranger, and (ii) the Security Agreement dated as of April 28, 2000 made by the Grantors and such other Persons to the Collateral Agent (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, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered the Security Agreement. To create a short form version of the Security Agreement covering certain intellectual property of the Grantors and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, the Grantors and such other Persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantors 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, under the terms of the Security Agreement and the IP Security Agreement, the Grantors have granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantors to the 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 Grantors agree as follows:

SECTION 1. Confirmation of Grant of Security. The Grantors hereby acknowledge and confirm the grant of a security interest to the Collateral Agent for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement, as security for the Secured Obligations, in and to all of the Grantors' 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.

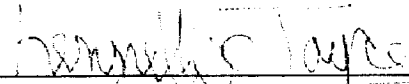
SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule V to the Security Agreement and Schedules A, B and C to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. The Grantors authorize and request 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, <sup>each</sup> 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.

AMKOR TECHNOLOGY, INC.  
GUARDIAN ASSETS, INC.

By: 

Name: KENNETH JOYCE

Title: CHIEF FINANCIAL OFFICER

Address for Notices:

Goshen Corporate Park  
1345 Enterprise Drive  
West Chester, PA 19380

[SIGNATURE PAGE – INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT]

COMMON WEALTH OF PENNSYLVANIA )

)

SS.

COUNTY OF WESTCHESTER )

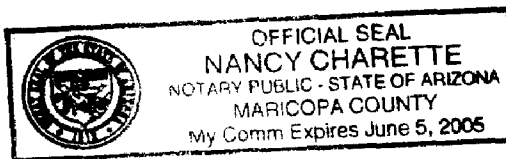
)

On April 22, 2003, before me, Nancy Charette, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared [Signature], 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.

Signature \_\_\_\_\_ (Seal)

*Nancy Charette*





SCHEDULE A  
TO  
SUPPLEMENTAL AGREEMENT  
Patent Registrations

**Patent Registration Number (US Patents)**

5,179,039	5,216,278	5,241,133
5,289,039	5,433,822	5,739,588
5,973,407	5,998,857	6,101,101
6,177,731	6,201,302	6,207,562
6,211,563	6,214,644	6,214,645
6,225,379	6,228,676	6,246,015
6,246,566	6,247,229	6,255,176
6,258,629	6,266,197	6,268,568
6,268,654	6,274,927	6,281,568
6,291,884	6,296,988	6,303,997
6,309,916	6,309,943	6,319,755
6,320,251	6,326,235	6,329,606
6,331,451	6,337,228	6,338,985
6,339,004	6,339,252	6,340,623
6,340,846	6,342,406	6,356,453
6,369,454	6,372,540	6,389,687
6,389,689	6,395,578	6,396,043
6,396,130	6,399,418	6,399,463

6,400,033	6,404,046	6,406,934
6,407,381	6,407,458	6,414,396
6,415,505	6,417,576	6,420,201
6,420,204	6,420,776	6,423,576
6,424,023	6,424,031	6,424,315
6,426,277	6,428,641	6,429,513
6,429,515	6,432,737	6,433,277
6,437,427	6,437,449	6,441,485
6,441,503	6,441,504	6,444,449
6,445,075	6,448,506	6,448,509
6,448,633	6,448,635	6,452,278
6,455,356	6,455,774	6,455,927
6,459,147	6,462,274	6,465,329
6,469,258	6,469,369	6,472,598
6,472,758	6,475,827	6,476,331
6,476,476	6,476,478	6,479,887
6,483,030	6,483,101	6,486,537
6,486,545	6,489,651	6,489,667
6,492,699	6,494,361	6,501,161
6,501,184		

**Patent Registration Number (Foreign Patents)**

95,903	113253	60347
3111134	88116602	148624
149199	70828	162389





SCHEDULE B

TO

SUPPLEMENTAL AGREEMENT

Trademark Registrations

<b>MARK</b>	<b>SERIAL/REG. NO.</b>
CHIPARRAY	Reg. #2,159,448
POWERSOP (Supplemental Register)	Reg. #2,118,551

**TRADEMARK**  
**REEL: 002719 FRAME: 0945**

SCHEDULE C

Copyrights

None.