#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type             |
|-----------------------|----------|----------------|-------------------------|
| Dynamic Details, Inc. |          | 12/12/2003     | CORPORATION: CALIFORNIA |

#### **RECEIVING PARTY DATA**

| Name:           | JPMorgan Chase Bank, as Administrative Agent |  |  |
|-----------------|--|--|--|
| Street Address: | P.O. Box 2558                                |  |  |
| City:           | Houston                                      |  |  |
| State/Country:  | TEXAS  |  |  |
| Postal Code:    | 77252  |  |  |
| Entity Type:    | New York Banking Corporation:                |  |  |

#### PROPERTY NUMBERS Total: 4

| Property Type        | Number  | Word Mark       |
|----------------------|---------|-----------------|
| Registration Number: | 2409371 | DYNAMIC DETAILS |
| Registration Number: | 2517988 | DYNAMIC DETAILS |
| Registration Number: | 2370315 | DDI             |
| Registration Number: | 2409942 | DDI             |

#### **CORRESPONDENCE DATA**

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2276

KSolomon@stblaw.com Email: Correspondent Name: Alison J. Winick, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NORTH CAROLINA 10017

ATTORNEY DOCKET NUMBER: 509600/0267 NAME OF SUBMITTER: Kimberly Solomon

**TRADEMARK** 

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Total Attachments: 7
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# GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of December 12, 2003 is made by Dynamic Details, Inc., a California corporation (the "Borrower"), in favor of JPMorgan Chase Bank, a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Amended and Restated Credit Agreement, dated as of December 12, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DDI Capital Corp., Borrower, the Lenders, and the Agent.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of December 12, 2003 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Agent and the Lenders;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement:

509600-0267-10474-NY02.2319014.1

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. <u>Grant of Security Interest</u>. The Borrower hereby grants a continuing security interest in those Trademarks listed on Schedule A, to the Agent for the benefit of th Agent and the Lenders to secure payment, performance and observance of the Borrower's Obligations.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DYNAMOR DETAILS, INC.

By: | Name: Timothy Donnelley

Title: Vise President, Secretary and Assistant Treasurer

JPMORGAN CHASE BANK,

as Agent

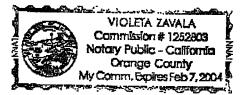
Name: Michael Lancia Title: Vice President

[Grant of Security Interest in Trademark Rights]

STATE OF CALIFORNIA)

COUNTY OF DYANGE 3

On the Aday of December 2003, before me personally came Timothy Donnelley, who is personally known to me to be the Vice President, Secretary and Assistant Treasurer of Dynamic Details, Inc., a California corporation; who, being duly sworn, did depose and say that she he is the Vice President, Secretary and Assistant Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public Constitution

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DYNAMIC DETAILS, INC.

By:\_\_\_\_\_

Name: Timothy Donnelley

Title: Vice President, Secretary and Assistant Treasurer

JPMORGAN CHASE BANK,

as Agent

Name: Michael Lancia

Name: Michael Lancis
Title: Vice President

[Grant of Security Interest in Trademark Rights]

STATE OF New York ) ss COUNTY OF New ) York

On the \(\frac{\sqrt{2}}{\sqrt{2}}\) day of December 2003, before me personally came Michael Lancia, who is personally known to me to be a Vice President of JPMorgan Chase Bank, a New York corporation; who, being duly sworn, did depose and say that she/he is a Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

COURTNEY A. WELSHIMER
NOTARY PUBLIC, State of New York
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## **SCHEDULE A**

# **U.S. Trademark Registrations**

| <u>Trademark</u> | Registration Number |
|------------------|---------------------|
| DYNAMIC DETAILS  | 2,409,371           |
| DYNAMIC DETAILS  | 2,517,988           |
| DDi              | 2,370,315           |
| DDi              | 2,409,942           |

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**RECORDED: 12/16/2003**