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
Amkor Technology, Inc.		06/29/2004	CORPORATION: DELAWARE
Guardian Assets, Inc.		06/29/2004	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Citicorp North America, Inc. as Administrative Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION:		

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1241384	AMKOR
Registration Number:	1396071	AMKOR ANAM
Registration Number:	2478303	AMKOR TECHNOLOGY
Registration Number:	2478315	AMKOR TECHNOLOGY
Registration Number:	2505797	CHIPARRAY
Serial Number:	76145468	ETCSP
Registration Number:	2145506	FLEXBGA
Serial Number:	75577326	MICROLEADFRAME
Serial Number:	76107763	MLF
Serial Number:	76145559	MLFLEX
Registration Number:	1754474	POWERQUAD
Registration Number:	2118551	POWERSOP
Registration Number:	2528886	POWERSOP
Registration Number:	1866256	SUPERBGA
		TRADEMARK

TRADEMARK

**REEL: 002886 FRAME: 0068** 

900009875

Serial Number:	76145560	SUPERFC	
Registration Number:	2568521	TAPEARRAY	
Registration Number:	2393904	VISIONPAK	

#### **CORRESPONDENCE DATA**

Fax Number: (212)310-8007

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

Phone: 212-310-8586

Email: lester.szeto@weil.com

Correspondent Name: Lester Szeto
Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 35899.0022

NAME OF SUBMITTER: Phyllis Eremitaggio

**Total Attachments: 6** 

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## SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2004, by each of the entities listed on the signature pages hereof or 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 North America, Inc. ("CNAI"), 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 June 29, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Amkor Technology, Inc. (the "Borrower"), the Lenders and Issuers party thereto and CNAI, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower 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 of even date herewith in favor of the Administrative Agent (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 Borrower 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 mortgages, pledges and hypothecates 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, without limitation, 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, without limitation, 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 the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the 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]

2

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

ACCEPTED AND AGREED as of the date first above written:

CITICORP NORTH AMERICA, INC., as Administrative Agent

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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,			
AMKOR TECHNOLOGY, INC., as Grantor			
Ву:			
Name:			
Title:			
Guardian Assets, Inc.,			
as Grantor			
Ву:			
Name:			
Title:			

ACCEPTED AND AGREED as of the date first above written:

CITICORP NORTH AMERICA, INC., as Administrative Agent

By: Suzanne Crymes
Name: Suzanne Crymes
Title: Vice President

# Schedule I

# Trademarks

SMMF&F Ref. No.	Mark	Serial/Reg. No.	Filing/Issue Date	
TM-1628-SM US	AMKOR	73/327,747	9/14/81	
1 W1-1020-5W1 U5	AWKOK	1241384	<i>3/11/01</i>	
TM-1629-SM US	AMKOR ANAM	73/492,203	7/30/84	
11VI-1029-51VI US	(AND DESIGN)	1396071	7750701	
TM-1300i US	AMKOR	75/417,622	1/13/98	
1111-13001 05	TECHNOLOGY	Reg. 2,478,303	Reg. 8/14/01	
TM-1503i US	AMKOR	75/454,796	3/23/98	
	TECHNOLOGY	Reg. #2,478,315	Reg. 8/14/01	
	(AND DESIGN)			
TM-1022i US	CHIPARRAY	75/105,481	5/16/96	
		2159448	D 11/12/01	
		Reg. #2,505,797	Reg. 11/13/01	
388.009	ENABLING A	In Progress	_	
	MICROELECTRONIC WORLD			
TM-1961i US	ETCSP	76/145,468	11/11/00	
1141-19011 US	ETCSI	70/113,100		
TM-1621 US	FLEXBGA (Stylized)	75/199,920	11/19/96	
		Reg. #2,145,506	Reg. 3/17/98	
TM-1625i US	MICROLEADFRAME	75/577,326	10/27/98	
	(STYLIZED)			
TM-1890i US	MLF	76/107,763	8/10/00	
TM-1963i US	MLFLEX	76/145,559	10/11/00	
TM-1517i US	POWERQUAD	74/207,880	9/30/91	
		Reg. #1,754,474	Reg. 2/23/93	
TM-1023i US	POWERSOP	75/105,480	5/16/96	
		Reg. #2,118,551	Reg. 12/2/97	
		Reg. #2,528,886	Reg. 1/15/02	
TM-1519i US	SUPERBGA	74/347,349	1/11/93	
		Reg. #1,866,256	Reg. 12/6/94	
TM-1968i US	SUPERFC	76/145,560	10/11/00	
TM-1624i US	TAPE ARRAY	75/573,579	10/19/98	
	(STYLIZED)	Reg. #2,568,521	Reg. 5/7/02	

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TM-1316i US	VISIONPAK	75/428,175	2/3/98
		Reg. #2,393,904	Reg. 10/10/00

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**RECORDED: 07/06/2004**