

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amkor Technology, Inc.		10/27/2004	CORPORATION: DELAWARE
Guardian Assets, Inc.		10/27/2004	CORPORATION: DELAWARE

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

PROPERTY NUMBERS Total: 18

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:	2159448	CHIPARRAY
Registration Number:	2505797	CHIPARRAY
Registration Number:	2762388	ENABLING A MICROELECTRONIC WORLD
Registration Number:	2743072	ETCSP
Registration Number:	2145506	FLEXBGA
Registration Number:	2764509	MICROLEADFRAME
Registration Number:	2737520	MLF
Registration Number:	2762250	MLFLEX
Registration Number:	1754474	POWERQUAD
Registration Number:	2528886	POWERSOP

CH \$465.00 1241384

Registration Number:	1866256	SUPERBGA
Registration Number:	2743074	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.*

Email: teresa.harings@weil.com

Correspondent Name: Weil, Gotshal & Manges,c/oTeresa Harings

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0022
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NAME OF SUBMITTER:	Phyllis Eremitaggio
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of October 27, 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 “Collateral Agent”).

### W i t n e s s e t h:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 27, 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 party thereto and CNAI, as agent for the Lenders, the Lenders 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 Subsidiary Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Second Lien Pledge and Security Agreement of even date herewith in favor of the Collateral 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 and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral 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 Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a second priority 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 Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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,

AMKOR TECHNOLOGY, INC.,  
*as Grantor*

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

Name:

Title:

GUARDIAN ASSETS, INC.,  
*as Grantor*

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

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP NORTH AMERICA, INC.,  
*as Collateral Agent*

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

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 002968 FRAME: 0521

OCT-26-2004 16:45

Oct-26-2004 04:45pm From-CITIGROUP

T-414 P.007/013 F-442

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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

By: \_\_\_\_\_  
Name:  
Title:

GUARDIAN ASSETS, INC.,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP NORTH AMERICA, INC.,  
as Collateral Agent

By: Asghar Ali  
Name: ASGHAR ALI  
Title: VP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania )  
 ) ss.  
COUNTY OF Chester )

On this 27 day of October, 2004 before me personally appeared Kenneth T. Joyce, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Amkor Technology, Inc. and Amkor Assets, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Toni A. Brooks

Notary Public

Notarial Seal  
Toni A. Brooks, Notary Public  
East Goshen Twp., Chester County  
My Commission Expires Apr. 1, 2007

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I****Trademarks**

<b>Mark</b>	<b>Serial/Reg. No.</b>	<b>Filing/Issue Date</b>
AMKOR	73/327,747 1,241,384	09/14/81
AMKOR ANAM (AND DESIGN)	73/492,203 1,396,071	07/30/84
AMKOR TECHNOLOGY	75/417,622 2,478,303	01/13/98 08/14/01
AMKOR TECHNOLOGY (AND DESIGN)	75/454,796 2,478,315	03/23/98 08/14/01
CHIPARRAY	75/105,481 2,159,448	05/16/96
CHIPARRAY	75/105,481 2,505,797	11/13/01
ENABLING A MICROELECTRONIC WORLD	2,762,388	09/09/03
ETCSP	76/145,468 2,743,072	11/11/00
FLEXBGA (Stylized)	75/199,920 2,145,506	11/19/96 03/17/98
MICROLEADFRAME (STYLIZED)	75/577,326 2,764,509	10/27/98
MLF	76/107,763 2,737,520	08/10/00
MLFLEX	76/145,559 2,762,250	10/11/00
POWERQUAD	74/207,880 1,754,474	09/30/91 02/23/93
POWERSOP	75/105,480 2,528,886	05/16/96 01/15/02
SUPERBGA	74/347,349 1,866,256	01/11/93 012/6/94
SUPERFC	76/145,560 2,743,074	10/11/00



TAPE ARRAY (STYLIZED)	75/573,579 2,568,521	10/19/98 05/07/02
VISIONPAK	75/428,175 2,393,904	02/03/98 10/10/00