

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
AMI SEMICONDUCTOR, INC.		04/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Credit Suisse (F/K/A/ Credit Suisse First Boston), as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1027247	A/M/I
Registration Number:	2435949	A2SI
Registration Number:	2336895	FPGASIC
Registration Number:	1927294	NETTRANS
Registration Number:	1922632	NETTRANSPLUS
Registration Number:	2893608	XPRESSARRAY
Registration Number:	2795364	AMI SEMICONDUCTOR
Registration Number:	2795363	AMIS
Registration Number:	2861025	BELASIGNA
Registration Number:	2523822	DSPFACTORY
Registration Number:	2897790	ORELA
Registration Number:	2810053	SIGNAKLARA
Serial Number:	78134399	ASTRIC
Serial Number:	78490608	FREEPROM

CH \$390.00 1027247

Serial Number:

78321667

XPRESS ARRAY

CORRESPONDENCE DATA

Fax Number: (866)459-2899

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

Phone: 202-783-2700

Email: pagodoa@federalresearch.com

Correspondent Name: CBC Companies dba Federal Research

Address Line 1: 1030 Fifteenth Street, NW, Suite 920

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Marvin Lawrence

Signature:

/bigmarv/

Date:

05/23/2005

Total Attachments: 83

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):
AMI SEMICONDUCTOR, INC.

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

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

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE (F/K/A CREDIT SUISSE FIRST BOSTON)
Internal AS COLLATERAL AGENT
Address: _____

Street Address: ELEVEN MADISON AVENUE
City: NEW YORK State: NY Zip: 10010

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State NEW YORK
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 04/01/2005

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

A. Trademark Application No.(s)
SEE ATTACHED.

B. Trademark Registration No.(s)
SEE ATTACHED.

Additional number(s) attached Yes No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW
Suite 920

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ _____

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Bradley R. Petersen Bradley R. Petersen 05/19/2005
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 83

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

OWNED U.S. TRADEMARK/TRADE NAMES

U.S. Trademark Registrations

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	See attached.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

U.S. Trademark Applications

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	See attached.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

Trademark Registrations

Title	Classes	Registration Number	Registration Date	Notes
A/M/I	9,16,41	1027247	16-Dec-75	
A2SI (Stylized)	9	2435949	1-Sep-99	
FPGASIC	41	2336895	28-Mar-00	
NETRANS	42	1927294	17-Oct-95	
NETRANSPLUS	42	1922632	26-Sep-95	
XPRESSARRAY	9	2893608	12-Oct-04	
AMI SEMICONDUCTOR	9, 16, 42	2795364	16-Dec-03	
AMIS (Stylized)	9, 16, 42	2795363	16-Dec-03	
BELASIGNA	9	2861025	6-Jul-04	1
DSPFACTORY	9, 42	2523822	1-Jan-02	1
ORELA	9	2897790	26-Oct-04	1
SIGNAKLARA	9	2810053	3-Feb-04	1

1) Original assignment to Dspfactory, Ltd.--Now assigned to AMI Semiconductor, Inc.

Trademark Applications

Title	Classes	Application Number	Application Date
ASTRIC (Stylized)	9	78/134,399	10-Jun-02
FREEPROM	9	78490608	28-Sep-04
XPRESS ARRAY (Stylized)	9	78/321667	31-Oct-03

GUARANTEE AND COLLATERAL AGREEMENT

dated as of

April 1, 2005,

among

AMI SEMICONDUCTOR, INC.,

AMIS HOLDINGS, INC.,

the Subsidiaries of AMI SEMICONDUCTOR, INC. from time to time party hereto,

and

CREDIT SUISSE FIRST BOSTON,
as Collateral Agent

[CS&M Ref No. 5865-111]

[[2484692v8]]

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Schedule I	Subsidiary Guarantors
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EXHIBITS

Exhibit A	Form of Supplement
Exhibit B	Form of Perfection Certificate

GUARANTEE AND COLLATERAL AGREEMENT dated as of April 1, 2005 (this "*Agreement*"), among AMI SEMICONDUCTOR, INC., a Delaware corporation (the "*Borrower*"), AMIS HOLDINGS, INC., a Delaware corporation ("*Holdings*"), the Subsidiaries of the Borrower from time to time party hereto and CREDIT SUISSE FIRST BOSTON ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*").

PRELIMINARY STATEMENT

Reference is made to the Credit Agreement dated as of April 1, 2005 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*") and CSFB, as administrative agent (in such capacity, the "*Administrative Agent*") and Collateral Agent.

The Lenders and the Issuing Bank (such term and each other capitalized term used but not defined in this preliminary statement having the meaning given or ascribed to it in Article I) have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend credit to the Borrower are conditioned upon, among other things, the execution and delivery of this Agreement by the Borrower and each Guarantor. Each Guarantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit.

Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. ***Credit Agreement.*** (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Credit Agreement. All terms defined in the New York UCC (as such term is defined herein) and not defined in this Agreement have the meanings specified therein. All references to the Uniform Commercial Code shall mean the New York UCC.

(b) The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

SECTION 1.02. ***Definition of Certain Terms Used Herein.*** As used in this Agreement, the following terms shall have the following meanings:

“Accounts Receivable” shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

“Article 9 Collateral” shall have the meaning assigned to such term in Section 4.01.

“Claiming Guarantor” shall have the meaning assigned to such term in Section 6.02.

“Collateral” shall mean the Article 9 Collateral and the Pledged Collateral.

“Contributing Guarantor” shall have the meaning assigned to such term in Section 6.02.

“Copyright License” shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Copyrights” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office or any similar office in any other country), including those listed on Schedule III.

“Excluded Collateral” shall have the meaning assigned to such term in Section 4.01.

“General Intangibles” shall mean all choses in action and causes of action and all other intangible personal property of any Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Interest Rate Protection Agreements and Other Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts.

“**Grantors**” shall mean Holdings, the Borrower and the Subsidiary Guarantors.

“**Guarantors**” shall mean Holdings and the Subsidiary Guarantors.

“**Intellectual Property**” shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“**License**” shall mean any Patent License, Trademark License, Copyright License or other license or sub-license to which any Grantor is a party and that is material to the conduct of its business, including those listed on Schedule III.

“**Loan Document Obligations**” shall mean (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents and (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents.

“**New York UCC**” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

“**Obligations**” shall mean (a) the Loan Document Obligations and (b) the due and punctual payment and performance of all obligations of each Loan Party under each Interest Rate Protection Agreement or Other Hedging Agreement that (i) is in effect on the Closing Date with a counterparty that is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender as of the Closing Date or (ii) is entered into after the Closing Date with any counterparty that is the Administrative Agent

or a Lender or an Affiliate of the Administrative Agent or a Lender at the time such Interest Rate Protection Agreement or Other Hedging Agreement is entered into.

“Patent License” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

“Patents” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Perfection Certificate” shall mean a certificate substantially in the form of Exhibit B hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of the Borrower.

“Pledged Collateral” shall have the meaning assigned to such term in Section 3.01.

“Pledged Debt Securities” shall have the meaning assigned to such term in Section 3.01.

“Pledged Securities” shall mean any promissory notes, stock certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

“Pledged Stock” shall have the meaning assigned to such term in Section 3.01.

“Secured Parties” shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) any Issuing Bank, (e) each counterparty to any Interest Rate Protection Agreement or Other Hedging Agreement entered into with a Loan Party that either (i) is in effect on the Closing Date if such counterparty is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender as of the Closing Date or (ii) is entered into after the Closing Date if such counterparty is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender at the time such Interest Rate Protection Agreement or Other Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by

any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

“*Security Interest*” shall have the meaning assigned to such term in Section 4.01.

“*Subsidiary Guarantor*” shall mean (a) the Domestic Subsidiaries identified on Schedule I hereto as Subsidiary Guarantors and (b) each other Domestic Subsidiary that becomes a party to this Agreement as a Subsidiary Guarantor after the Closing Date.

“*Trademark License*” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“*Trademarks*” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule III, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

“*Unfunded Advances/Participations*” shall mean (a) with respect to the Administrative Agent, the aggregate amount, if any (i) made available to the Borrower on the assumption that each Lender has made its portion of the applicable Borrowing available to the Administrative Agent as contemplated by Section 2.02(d) of the Credit Agreement and (ii) with respect to which a corresponding amount shall not in fact have been made available to the Administrative Agent by any such Lender, (b) with respect to the Swingline Lender, the aggregate amount, if any, of participations in respect of any outstanding Swingline Loan that shall not have been funded by the Revolving Credit Lenders in accordance with Section 2.22(e) of the Credit Agreement and (c) with respect to any Issuing Bank, the aggregate amount, if any, of participations in respect of any outstanding L/C Disbursement that shall not have been funded by the Revolving Credit Lenders in accordance with Sections 2.23(d) and 2.02(f) of the Credit Agreement.

ARTICLE II

Guarantee

SECTION 2.01. **Guarantee.** Each Guarantor unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations. Each Guarantor further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. To the fullest extent permitted by applicable law, each Guarantor waives presentment to, demand of payment from and protest to the Borrower or any other Loan Party of any of the Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

Anything contained in this Agreement to the contrary notwithstanding, the obligations of each Subsidiary Guarantor hereunder shall be limited to a maximum aggregate amount equal to the greatest amount that would not render such Subsidiary Guarantor's obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any provisions of applicable state law (collectively, the "**Fraudulent Transfer Laws**"), in each case after giving effect to all other liabilities of such Subsidiary Guarantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Subsidiary Guarantor (a) in respect of intercompany indebtedness to the Borrower or Affiliates of the Borrower to the extent that such indebtedness would be discharged in an amount equal to the amount paid by such Subsidiary Guarantor hereunder and (b) under any guarantee of senior unsecured indebtedness or indebtedness subordinated in right of payment to the Obligations which guarantee contains a limitation as to maximum amount similar to that set forth in this paragraph, pursuant to which the liability of such Subsidiary Guarantor hereunder is included in the liabilities taken into account in determining such maximum amount) and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, contribution, reimbursement, indemnity or similar rights of such Subsidiary Guarantor pursuant to (i) applicable law or (ii) any agreement providing for an equitable allocation among such Subsidiary Guarantor and other Affiliates of the Borrower of obligations arising under guarantees by such parties.

SECTION 2.02. **Guarantee of Payment.** Each Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives, to the fullest extent permitted by law, any right to require that any resort be had by the Collateral Agent or any other Secured Party to any of the security held for payment of the Obligations or to any balance of any Deposit Account or credit on the books of the Collateral Agent or any other Secured Party in favor of the Borrower or any other person.

SECTION 2.03. **No Limitations, Etc.** The obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for

any reason (other than the payment in full in cash of the Obligations), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not, to the fullest extent permitted by law, be discharged or impaired or otherwise affected by (i) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to enforce any remedy under the Credit Agreement, any other Loan Document or any other agreement or instrument, (ii) any waiver or modification of, or any release from, any provision of any thereof (including with respect to any other Guarantor under this Agreement), (iii) the release of, or any impairment of or failure to perfect any Lien on or security interest in, any security held by the Collateral Agent or any other Secured Party for the Obligations or any of them, (iv) any default, failure or delay, willful or otherwise, in the performance of the Obligations or (v) any other act, omission or delay to do any other act that may or might in any manner or to any extent vary the risk of any Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the payment in full in cash of all the Obligations) or which would impair or eliminate any right of such Guarantor to subrogation. Each Guarantor authorizes the Collateral Agent and each of the other Secured Parties to (a) take and hold security for the payment of its guarantee hereunder and the Obligations, (b) exchange, waive or release any or all such security (with or without consideration), (c) enforce or apply such security and direct the order and manner of any sale thereof in its sole discretion and (d) release or substitute any one or more endorsees, other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Guarantor hereunder.

SECTION 2.04. *Defenses of Borrower Waived.* To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of the Borrower or any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower or any other Loan Party, other than the final and indefeasible payment in full in cash of the Obligations. The Collateral Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or any other Loan Party or exercise any other right or remedy available to them against the Borrower or any other Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Obligations have been fully and finally paid in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against the Borrower or any other Loan Party, as the case may be, or any security.

SECTION 2.05. *Reinstatement.* Each Guarantor agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored

by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of the Borrower, any other Loan Party or otherwise.

SECTION 2.06. *Agreement to Pay; Subrogation.* In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Borrower or any other Loan Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Collateral Agent or such other Secured Party as designated thereby in cash the amount of such unpaid Obligation. Upon payment by any Guarantor of any sums to the Collateral Agent or any Secured Party as provided above, all rights of such Guarantor against the Borrower or any other Guarantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI.

SECTION 2.07. *Information.* Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Collateral Agent or the other Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

ARTICLE III

Pledge of Securities

SECTION 3.01. *Pledge.* As security for the payment and performance, as the case may be, in full of the Obligations, each Grantor hereby transfers, grants, bargains, sells, conveys, hypothecates, pledges, sets over, assigns as security and delivers unto the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under (a) the Equity Interests owned by such Grantor on the date hereof (including all such Equity Interests listed on Schedule II hereto) and any other Equity Interests obtained in the future by such Grantor and the certificates representing all such Equity Interests (the "*Pledged Stock*"); *provided* that the Pledged Stock shall not include (i) more than 65% of the issued and outstanding shares of voting stock (but shall include 100% of the issued and outstanding shares of non-voting stock) of any Foreign Subsidiary, (ii) to the extent that applicable law requires that a Subsidiary of such Grantor issue directors' qualifying shares or issue shares to satisfy national citizenship requirements, such shares, (iii) Equity Interests of any Immaterial Subsidiary or (iv) any Foreign Pledged Collateral, except to the extent that the Foreign Pledge Agreement relating thereto shall cease to constitute a legal, valid and enforceable security interest in the Foreign Pledged Collateral described therein (other than upon the termination thereof in accordance with the terms of such Foreign Pledge Agreement), in which event this

clause (iv) shall be disregarded with respect to such Foreign Pledged Collateral; (b)(i) the debt securities listed opposite the name of such Grantor on Schedule II hereto, (ii) any debt securities in the future issued to such Grantor and (iii) the promissory notes and any other instruments evidencing such debt securities (the “*Pledged Debt Securities*”); (c) all other property that may be delivered to and held by the Collateral Agent pursuant to the terms hereof; (d) subject to Section 3.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds recovered in respect of, the securities referred to in clauses (a) and (b) above; (e) subject to Section 3.06, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the “*Pledged Collateral*”).

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, forever; *subject, however*, to the terms, covenants and conditions hereinafter set forth.

SECTION 3.02. *Delivery of the Pledged Collateral.* (a) Each Grantor agrees promptly to deliver or cause to be delivered to the Collateral Agent any and all Pledged Securities.

(b) Upon delivery to the Collateral Agent, (i) any Pledged Securities shall be accompanied by undated stock powers duly executed in blank or other undated instruments of transfer reasonably satisfactory to the Collateral Agent and duly executed in blank and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Collateral Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities theretofore and then being pledged hereunder, which schedule shall be attached hereto as Schedule II and made a part hereof; *provided* that failure to attach any such schedule hereto shall not affect the validity of the pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 3.03. *Representations, Warranties and Covenants.* Each Grantor hereby represents, warrants and covenants, as to itself and the Pledged Collateral pledged by it hereunder, to and with the Collateral Agent, for the benefit of the Secured Parties, that:

(a) the Pledged Stock represents, as of the date such Pledged Stock was pledged hereunder, that percentage as set forth on Schedule II of the issued and outstanding Equity Interests of the issuer with respect thereto;

(b) except for the security interest granted hereunder and except pursuant to a transaction permitted under the Credit Agreement, such Grantor (i) is and will at all times continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Grantor, (ii) holds the same free and clear of all Liens except those permitted by the Credit Agreement or any other Loan Document, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than pursuant hereto, or as permitted by the Credit Agreement or any other Loan Document and (iv) subject to Section 3.06, will cause any and all Pledged Collateral, whether for value paid by the Grantor or otherwise, to be forthwith deposited with the Collateral Agent and pledged or assigned hereunder;

(c) such Grantor (i) has the power and authority to pledge the Pledged Collateral in the manner hereby done or contemplated and (ii) will defend its title or interest thereto or therein against any and all Liens (other than the Liens created by this Agreement or permitted by the Credit Agreement or any other Loan Document), however arising, of all persons whomsoever;

(d) no consent of any other person (including stockholders or creditors of any Grantor) and no consent or approval of any Governmental Authority or any securities exchange was or is necessary for the validity of the pledge effected hereby, except such consents as have been obtained and are in full force and effect;

(e) by virtue of the execution and delivery by the Grantors of this Agreement, when the Pledged Securities are delivered to the Collateral Agent in accordance with this Agreement, the Collateral Agent will obtain a valid and perfected first lien upon and security interest in such Pledged Securities as security for the payment and performance of the Obligations, to the extent a security interest in any of such Pledged Collateral may be perfected by possession under applicable law;

(f) the pledge effected hereby is effective to vest in the Collateral Agent, for the ratable benefit of the Secured Parties, the rights of the Collateral Agent in the Pledged Collateral as set forth herein;

(g) all of the Pledged Stock has been duly authorized and validly issued and is fully paid and nonassessable;

(h) all information set forth herein relating to the Pledged Stock is accurate and complete in all material respects as of the date hereof;

(i) the pledge of the Pledged Stock pursuant to this Agreement does not violate Regulation T, U or X of the Federal Reserve Board or any successor thereto as of the date hereof; and

(j) the Pledged Collateral shall not be represented by any certificates, notes, securities, documents or other instruments other than those delivered hereunder.

SECTION 3.04. *Certification of Limited Liability Company and Partnership Interests.* (a) Each interest in any limited liability company or partnership controlled by any Grantor, pledged hereunder and represented by a certificate, shall be a “security” within the meaning of Article 8 of the New York UCC, shall be covered by Article 8 of the New York UCC and shall at all times hereafter be represented by a certificate.

(b) Each Grantor further acknowledges and agrees that (i) each interest in any limited liability company or partnership controlled by such Grantor, pledged hereunder and not represented by a certificate, shall not be for purposes of this Agreement and the other Loan Documents a “security” within the meaning of Article 8 of the New York UCC and shall not be governed by Article 8 of the New York UCC, and (ii) such Grantor shall at no time elect to treat any such interest as a “security” within the meaning of Article 8 of the New York UCC or issue any certificate representing such interest, unless such Grantor provides prior written notification to the Collateral Agent of such election and promptly delivers any such certificate to the Collateral Agent pursuant to the terms hereof.

SECTION 3.05. *Registration in Nominee Name; Denominations.* The Collateral Agent, on behalf of the Secured Parties, shall have the right following an Event of Default which is continuing (in its sole and absolute discretion) to hold the Pledged Securities in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Collateral Agent. Each Grantor will promptly give to the Collateral Agent copies of any material notices or other material communications received by it with respect to Pledged Securities registered in the name of such Grantor. The Collateral Agent shall at all times following an Event of Default which is continuing have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

SECTION 3.06. *Voting Rights; Dividends and Interest, etc.* (a) Unless and until an Event of Default shall have occurred and be continuing:

(i) Each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; *provided, however,* that such Grantor will not be entitled to exercise any such right if the result thereof could materially and adversely affect the rights inuring to a holder of the Pledged Securities or the rights and remedies of any of the Secured Parties under this Agreement or the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

(ii) The Collateral Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to each Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above and to receive the cash dividends it is entitled to receive pursuant to subparagraph (iii) below.

(iii) Each Grantor shall be entitled to receive and retain any and all cash dividends, distributions, interest and principal paid on the Pledged Securities to the extent and only to the extent that such cash dividends, distributions, interest and principal are permitted by, and otherwise paid in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws. All noncash dividends, distributions, interest and principal, and all dividends, distributions, interest and principal paid or payable in cash or otherwise in connection with a partial or total liquidation or dissolution, return of capital, capital surplus or paid-in surplus, and all other distributions (other than distributions referred to in the preceding sentence) made on or in respect of the Pledged Securities, whether paid or payable in cash or otherwise, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by any Grantor, shall not be commingled by such Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement).

(b) Upon the occurrence and during the continuance of an Event of Default, all rights of any Grantor to dividends, distributions, interest or principal that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.06 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, distributions, interest or principal. All dividends, distributions, interest or principal received by any Grantor contrary to the provisions of this Section 3.06 shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02. After all Events of Default have been cured or waived, the Collateral Agent shall, within five Business Days

after all such Events of Default have been cured or waived, repay to each Grantor all cash dividends, distributions, interest or principal (without interest), that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.06 and which remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.06, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.06, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers, *provided* that, unless otherwise directed by the Required Lenders, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights. After all Events of Default have been cured or waived, such Grantor will have the right to exercise the voting and consensual rights and powers that it would otherwise be entitled to exercise pursuant to the terms of paragraph (a)(i) of this Section 3.06.

ARTICLE IV

Security Interests in Personal Property

SECTION 4.01. ***Security Interest.*** (a) As security for the payment or performance, as the case may be, in full of the Obligations, and any extensions, renewals or modifications of the Obligations, each Grantor hereby assigns and pledges as security to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the “***Security Interest***”) in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “***Article 9 Collateral***”):

- (i) all Accounts;
- (ii) all Accounts Receivable;
- (iii) all Chattel Paper;
- (iv) all Deposit Accounts;
- (v) all Documents;
- (vi) all Equipment;
- (vii) all General Intangibles;
- (viii) all Instruments;

- (ix) all Intellectual Property;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all Letter-of-Credit Rights;
- (xiii) all Commercial Tort Claims listed on Schedule IV hereto;
- (xiv) all books and records pertaining to the Article 9 Collateral; and
- (xv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing;

provided that the Article 9 Collateral shall not include (x) any rights under any item that would, but for this proviso, constitute Article 9 Collateral, to the extent, but only to the extent, that the terms thereof expressly prohibit the pledge, grant of a security interest in or lien on, or the transfer, assignment or hypothecation by a Grantor of, such item (the “*Excluded Collateral*”), in each case in the manner contemplated hereby, unless a consent thereto shall have been obtained; *provided, further*, that the Article 9 Collateral shall include all rights to Accounts and General Intangibles for money due or to become due under such Excluded Collateral and all other rights as to which any prohibition on such pledge, grant of a security interest in or lien on, or the transfer, assignment or hypothecation of, such item is ineffective, whether under Article 9 of the New York UCC or otherwise, and shall also include all Proceeds of any such Excluded Collateral (with any such Excluded Collateral deemed to be Article 9 Collateral for this purpose); and *provided, further*, that at such time as the grant of a security interest in such Excluded Collateral would no longer result in the forfeiture thereof, or default thereunder, then the Collateral Agent’s security interest therein shall automatically and without any further action attach and become fully effective at that time; (y)(i) more than 65% of the issued and outstanding shares of voting stock (but shall include 100% of the issued and outstanding shares of non-voting stock) of any Foreign Subsidiary, (ii) to the extent that applicable law requires that a Subsidiary of such Grantor issue directors’ qualifying shares or issue shares to satisfy national citizenship requirements, such shares, (iii) Equity Interests of any Immaterial Subsidiary or (iv) any Foreign Pledged Collateral, except to the extent that the Foreign Pledge Agreement relating thereto shall cease to constitute a legal, valid and enforceable security interest in the Foreign Pledged Collateral described therein (other than upon the termination thereof in accordance with the terms of such Foreign Pledge Agreement), in which event this clause (iv) shall be disregarded with respect to such Foreign Pledged Collateral; and (z)(i) any license agreement in existence on the date hereof and (ii) any license agreement entered into after the date hereof, which, in either case, by its terms prohibits (or requires the consent of the counterparty to any) assignment or a grant of a security interest by a Grantor as licensee thereunder, in each case unless a consent thereto shall have been obtained).

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any financing statements with respect to the Security Interest or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

The Collateral Agent is further authorized to file in the United States Patent and Trademark Office or United States Copyright Office (or any successor office) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor to the extent permitted by law, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 4.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

SECTION 4.03. *Representations and Warranties.* The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

(a) Each Grantor has good and valid rights in and title to the Article 9 Collateral, subject only to permitted Liens, with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than (i) any consent or approval which has been obtained or (ii) any consent or approval which, if not obtained, would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete as of the date hereof. Uniform Commercial Code financing statements (including fixture filings, as applicable) containing a description of the Article 9 Collateral have been delivered to the Collateral Agent for filing in each governmental office specified in Schedule 6 to the Perfection Certificate, which are all the filings (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in the Article 9 Collateral consisting of United States Patents, Trademarks and Copyrights (or Licenses relating thereto)) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be

perfected by filing Uniform Commercial Code financing statements in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law (it being understood and agreed that no filings, recording or registrations shall be required to be made with respect to motor vehicles subject to any requirement that a filing, registration or recording be made with the department of motor vehicles or any other similar department or agency in any relevant jurisdiction).

(c) Each Grantor shall ensure that fully executed instruments containing a description of all Article 9 Collateral consisting of Intellectual Property in the form of United States registered Patents, United States registered Trademarks (and Trademarks for which United States registration applications are pending) or United States registered Copyrights will be promptly delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral consisting of United States registered Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than the filings of Uniform Commercial Code financing statements referred to in clause (b) and such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of United States registered Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(d) The Security Interest constitutes (i) a legal and valid security interest in all Article 9 Collateral securing the payment and performance of the Obligations, to the extent a security interest therein can be created under the Uniform Commercial Code, (ii) subject to the filings described in Section 4.03(b) and (c), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code and (iii) a security interest that is and shall continue to be perfected in all Article 9 Collateral in which a security interest may be perfected by the recording of this Agreement (or a separate instrument reflecting the security interest herein granted) with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other

Lien on any of the Article 9 Collateral, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

(e) The Article 9 Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. No Grantor has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

(f) As of the date hereof, no Grantor, to its knowledge, holds any Commercial Tort Claims involving a claim of more than \$500,000 except as listed on Schedule IV hereto.

SECTION 4.04. **Covenants.** (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its legal name, (ii) in the location of its jurisdiction of incorporation or organization, (iii) in its form of organization or (iv) in its Federal Taxpayer Identification Number or other identification number assigned by its jurisdiction of incorporation or formation. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Article 9 Collateral, subject only to Liens permitted pursuant to Section 6.02 of the Credit Agreement. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Article 9 Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Article 9 Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Article 9 Collateral.

(c) Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.04(a) of the Credit Agreement, the Borrower shall, upon the request of the Collateral Agent, deliver to the Collateral Agent a certificate executed by a Financial Officer of the Borrower (i) setting forth the information required pursuant to Section 2(c) of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.04(c) and (ii) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable), including all refilings, rerecordings and reregistrations, containing a description of the Article 9 Collateral have been filed of record in each governmental office in each jurisdiction identified pursuant to clause (i) of this Section 4.04(c) to the extent necessary to protect and perfect the Security Interest under the Uniform Commercial Code, to the extent such Security Interest can be perfected by filing, for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.04(c) shall identify in the format of Schedule III all United States registered Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

(d) Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Article 9 Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Article 9 Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

(e) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and Taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable to any Grantor under or in connection with any of the Article 9 Collateral shall be or become evidenced by any promissory note or other instrument having a principal amount in excess of \$100,000, such note or instrument shall be promptly pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute United States registered Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made

by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its reasonable best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

(f) The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall at reasonable intervals and upon reasonable prior notice have the right, at the Grantors' own cost and expense, to inspect the Article 9 Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Article 9 Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and (with the participation of or prior notice to such officers) their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or other Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.16 of the Credit Agreement).

(g) At its option, upon prior written notice to the applicable Grantor, the Collateral Agent may discharge past due Taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to Taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(h) If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent for the ratable benefit of the Secured Parties. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

(i) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract,

agreement or instrument relating to the Article 9 Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

(j) None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as expressly permitted by Section 6.02 or 6.05 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Article 9 Collateral and each Grantor (and the Collateral Agent in the case of items delivered to it) shall remain at all times in possession (which possession shall include (a) in the case of Investment Property, possession through one or more Securities Intermediaries and (b) in the case of Inventory located on the premises of any property leased and used by the Borrower or any Subsidiary in the ordinary course of business, storage of Inventory on such property in the ordinary course of business) of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory that is material individually or in the aggregate to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest. Each Grantor agrees to use its commercially reasonable efforts to cause any such warehouseman, bailee, agent or processor to agree in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent.

(k) None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises, releases or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

(l) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.02 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other

item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, following written notice to the Grantors, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

(m) Each Grantor shall, if requested by the Collateral Agent, legend, in form and manner satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

(n) If any Grantor shall at any time hold or acquire a Commercial Tort Claim that has a reasonable possibility of yielding proceeds in excess of \$500,000, such Grantor shall promptly notify the Collateral Agent thereof in a writing signed by such Grantor including a summary description of such claim and grant to the Collateral Agent, for the ratable benefit of the Secured Parties, in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

(o) If any securities constituting Collateral now or hereafter acquired by any Grantor are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall promptly notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (a) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, or (b) arrange for the Collateral Agent to become the registered owner of the securities.

SECTION 4.05. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sub-licensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain

such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third-party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) Each Grantor shall, within ten days after the end of each calendar month, inform the Collateral Agent of each application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office or United States Copyright Office filed during such calendar month by such Grantor, either itself or through any agent, employee, licensee or designee and, upon request of the Collateral Agent, each Grantor shall execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Security Interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable, subject to Section 7.15.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights material to the conduct of such Grantor's business (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of such Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Article 9 Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Article 9 Collateral.

(h) Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon the request of the Collateral Agent, use its reasonable best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent, for the ratable benefit of the Secured Parties, or its designee.

ARTICLE V

Remedies

SECTION 5.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantor to the Collateral Agent, or to license or sub-license, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral, exercise any Grantor's right to bill and receive payment for completed work and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign,

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transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral

or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 5.02. *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in their respective capacities as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of Unfunded Advances/Participations (the amounts so applied to be distributed between or among the Administrative Agent, the Swingline Lender and any Issuing Bank pro rata in accordance with the amount of Unfunded Advances/Participations owed to them on the date of any such distribution);

THIRD, to the payment in full of all other Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

FOURTH, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Article 9 Collateral consisting of

Intellectual Property now owned or hereafter acquired by such Grantor, to the extent granting such license or sub-license would not violate any agreement applicable to such Intellectual Property, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VI

Indemnity, Subrogation, Contribution and Subordination

SECTION 6.01. *Indemnity and Subrogation.* In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6.03), the Borrower agrees that (a) in the event a payment shall be made by any Guarantor under this Agreement, the Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Guarantor shall be sold pursuant to this Agreement or any other Security Document to satisfy in whole or in part a claim of any Secured Party, the Borrower shall indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 6.02. *Contribution and Subrogation.* Each Guarantor (a “*Contributing Guarantor*”) agrees (subject to Section 6.03) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Obligation, or assets of any other Guarantor shall be sold pursuant to any Security Document to satisfy any Obligation owed to any Secured Party, and such other Guarantor (the “*Claiming Guarantor*”) shall not have been fully indemnified by the Borrower as provided in Section 6.01, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to (i) the amount of such payment or (ii) the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Guarantor on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors on the date hereof (or, in the case of any Guarantor becoming a party hereto pursuant to Section 7.16, the date of the supplement hereto executed and delivered by such Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Guarantor under Section 6.01 to the extent of such payment.

SECTION 6.03. *Subordination.* Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors under Sections 6.01 and 6.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the payment in full in cash of the Obligations.

No failure on the part of the Borrower or any Guarantor to make the payments required by Sections 6.01 and 6.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder, and each Guarantor shall remain liable for the full amount of its obligations hereunder. In addition, any indebtedness of the Borrower or any Guarantor now or hereafter held by the Borrower or any Guarantor is hereby subordinated in right of payment to the prior payment in full of the Obligations. If (i) any amount shall erroneously be paid to any Guarantor on account of any subrogation, contribution, reimbursement, indemnity or similar right or (ii) following the occurrence and during the continuance of an Event of Default, the Borrower or any Guarantor shall receive any payment or other amount in respect of any such indebtedness of the Borrower, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Collateral Agent to be credited against the payment of the Obligations, whether matured or unmatured, in accordance with the terms of the Loan Documents.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of the Grantors hereunder shall, to the extent permitted by law, be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document (other than this Agreement), any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document (other than this Agreement) or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance

of any Letters of Credit, regardless of any investigation made by any Lender or any Issuing Bank or on their behalf and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. ***Binding Effect; Several Agreement.*** This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. ***Successors and Assigns.*** Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. ***Collateral Agent's Fees and Expenses; Indemnification.*** (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, any claim, litigation, investigation or proceeding (whether or not any Indemnatee is a party thereto) relating to the execution, delivery or performance of this Agreement or to the Collateral; *provided* that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. *Collateral Agent Appointed Attorney-in-Fact.* Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default, to the extent permitted by law (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however,* that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable, subject to Section 7.15. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the

Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

SECTION 7.08. *GOVERNING LAW.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7.09. *Waivers; Amendment.* (a) No failure or delay by the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right, or any abandonment or discontinuance of steps to enforce such a power or right, preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 7.09, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement.

SECTION 7.10. *WAIVER OF JURY TRIAL.* EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10.

SECTION 7.11. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in

any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.12. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.13. *Headings.* Article and Section headings and the Table of Contents used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14. *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that, to the extent permitted by law, a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement

will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.15. *Termination or Release.* (a) This Agreement, the guarantees hereunder, the Security Interest, the pledge of the Pledged Collateral and all other security interests granted hereby shall terminate when all the Loan Documentation Obligations (other than wholly contingent indemnification obligations) then due and owing have been paid in full, the Lenders have no further commitment to lend under the Credit Agreement, the L/C Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement.

(b) A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interests created hereunder in the Collateral of such Subsidiary Guarantor and any pledge of Pledged Collateral and Foreign Pledged Collateral by such Subsidiary Guarantor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Subsidiary Guarantor ceases to be a Subsidiary.

(c) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any person that is not the Borrower or a Guarantor, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.08 of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) above, the Collateral Agent shall promptly execute and deliver to any Grantor, at such Grantor's expense, all Uniform Commercial Code termination statements and similar documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or representation or warranty by the Collateral Agent or any Secured Party. Without limiting the provisions of Section 7.06, the Borrower shall reimburse the Collateral Agent upon demand for all costs and out of pocket expenses, including the fees, charges and expenses of counsel, incurred by it in connection with any action contemplated by this Section 7.15.

SECTION 7.16. *Additional Grantors.* Pursuant to Section 5.11 of the Credit Agreement, each Domestic Subsidiary acquired or organized after the Closing Date (other than an Immaterial Subsidiary), and each Domestic Subsidiary that is an Immaterial Subsidiary and that loses its status as such pursuant to the definition of Immaterial Subsidiary set forth in the Credit Agreement, is required to enter into this Agreement as a Subsidiary Guarantor and a Grantor upon the occurrence thereof. Upon execution and delivery by the Collateral Agent and such a Domestic Subsidiary of a supplement in the form of Exhibit A hereto, such Domestic Subsidiary shall become a Subsidiary Guarantor and a Grantor hereunder with the same force and effect as if originally named as a Subsidiary Guarantor and a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any other Guarantor or Grantor hereunder. The rights and obligations of each Guarantor and Grantor hereunder

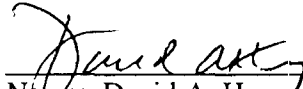
shall remain in full force and effect notwithstanding the addition of any new Guarantor and Grantor as a party to this Agreement.

SECTION 7.17. *Right of Setoff.* If an Event of Default shall have occurred and be continuing, each Secured Party is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Secured Party to or for the credit or the account of any Guarantor against any or all the obligations of such Guarantor now or hereafter existing under this Agreement and the other Loan Documents held by such Secured Party, irrespective of whether or not such Secured Party shall have made any demand under this Agreement or any other Loan Document and although such obligations may be unmatured. The rights of each Secured Party under this Section are in addition to other rights and remedies (including other rights of setoff) which such Secured Party may have.

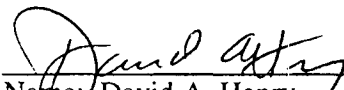
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

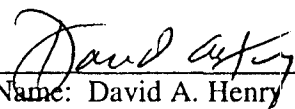
AMI SEMICONDUCTOR, INC.,

By 
Name: David A. Henry
Title: Senior Vice President and
Chief Financial Officer

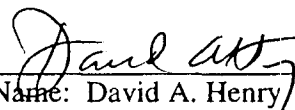
AMIS HOLDINGS, INC.,

By 
Name: David A. Henry
Title: Senior Vice President and
Chief Financial Officer

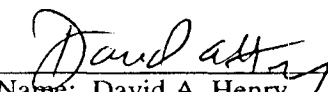
AMI ACQUISITION LLC,

By 
Name: David A. Henry
Title: Secretary


AMI ACQUISITION II LLC,

By 
Name: David A. Henry
Title: Secretary

AMIS FOREIGN HOLDINGS INC.,

By 
Name: David A. Henry
Title: President

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch, as
Collateral Agent,

By 

Name: ROBERT HETU
Title: DIRECTOR

By 

Name: VANESSA GOMEZ
Title: VICE PRESIDENT

[[2484692]]

SCHEDULE I SUBSIDIARY GUARANTORS

SUBSIDIARY GUARANTORS

<u>Name</u>	<u>Address</u>
AMI Acquisition LLC	2300 Buckskin Road Pocatello, Idaho 83201
AMI Acquisition II LLC	2300 Buckskin Road Pocatello, Idaho 83201
AMIS Foreign Holdings Inc.	2300 Buckskin Road Pocatello, Idaho 83201

SCHEDULE II EQUITY INTERESTS; PLEDGED DEBT SECURITIES

EQUITY INTERESTS

1. Capital Stock

<u>Issuer</u>	<u>Number of Certificates</u>	<u>Registered Owner</u>	<u>Number of and Class of Shares</u>
AMI Semiconductor, Inc.	15	AMIS Holdings, Inc.	100 Shares of Common Stock
AMIS Foreign Holdings Inc.	AF-1	AMI Semiconductor, Inc.	1000 Shares of Common Stock
AMI Semiconductor Canada Company	4	AMIS Foreign Holdings Inc.	65 Shares of Common Stock

2. Limited Liability Company Membership Interests

<u>Issuer</u>	<u>Number of Certificates</u>	<u>Registered Owner</u>
AMI Acquisition LLC	1	AMI Semiconductor, Inc.
AMI Acquisition II LLC	1	AMI Semiconductor, Inc.

PLEDGED DEBT SECURITIES

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Issuance</u>	<u>Maturity Date</u>
Emma Mixed Signal C.V.	\$1,780,443.63 CAD	November 12, 2004	November 11, 2005

SCHEDULE III INTELLECTUAL PROPERTY

OWNED U.S. REGISTERED COPYRIGHTS
(including pending U.S. Copyright Applications for Registration)

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	None.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

LICENSES

I. Licenses/Sub-licenses of Grantor as Licensor on Date Hereof

A. Copyrights

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	None.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

B. Patents

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	None.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

C. Trademarks

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	None.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

II. Licenses/Sub-licenses of Grantor as Licensee on Date Hereof

A. Copyrights

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	None.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

B. Patents

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	See attached.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

C. Trademarks

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	None.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

Licensee Name And Address	Date of License/ Sublicense	Title	National Class	International Class (IPC)	Application Date	Publication Date	Patent Number	Inventor Name
		COMPUTING APPARATUS	360/007, 360/017, 352/008, 362/073, 362/123, 360/002	G03B 21/2; G03B 23/2; H04N 7/18	8/28/1981	2/29/1973	US3646268	Lemelson; Jerome H.
		Video-tape recording	362/121; 360/013	H04N 5/78	8/27/1982	7/16/1983	US4213183	Lemelson; Jerome H.
LEMELSON MEDICAL EDUCATION AND RESEARCH FOUNDATION	1/8/1988	Steuerung fuer automatische Warenlager Vorrichtung zum Transportieren Laeufen zu und von ausgenuehnten Lagerstellen eines Warenlagers		B65G	8/30/1985	3/13/1989	DE1431610A1	Lemelson; Jerome Hal
920 Tahoe Blvd., Suite 284		Extrusion apparatus	072/088; 072/258; 072/270; 425/174 BR	B65G	10/7/1985	4/3/1990	DE1431611A1	Lemelson; Jerome Hal
		DOCUMENT READING APPARATUS	235/470; 235/478; 260/586	B30B 11/22	2/1/1987	4/1/1976	US3874207	Lemelson; Jerome H.
		MOLDING APPARATUS		G06K 7/10	3/13/1987	1/12/1971	US355248	Lemelson; Jerome H.
		EXTRUSION APPARATUS AND METHOD	072/207.4; 072/258; 072/467; 264/132	B29C 46/77	4/16/1988	11/23/1984	US3818785	LEMELSON, JEROME H.
		LAYOUT APPARATUS	168/448; 158/167; 158/173; 168/244.13; 158/500; 242/438.1	B27B 37/14; B27C 23/0; B26B 21/54	6/5/1988	8/24/1971	US3655518	Lemelson; Jerome H.
		REPRODUCTION SYSTEM HAVING VERTICAL SYNCHRONIZING SIGNAL INDEPENDENT HORIZONTAL SCANNING FREQUENCY	348/097	H04N 6/88; H04N 7/18	7/22/1988	4/16/1974	US3804978	Lemelson; Jerome H.
		METHOD OF PRODUCING AN ASSEMBLY PUZZLE	273/187 R; 264/132; 448/127	A63F 6/10	9/9/1988	1/29/1971	US3568138	Lemelson; Jerome H.
		PIPE-COATING APPARATUS	118/865; 118/312; 118/313	B29C 3/0; B29C 7/7; B29C 11/8	10/14/1988	8/24/1971	US3601035	Lemelson; Jerome H.
		TUBE WELDING APPARATUS	223/051	B23K 21/0; B23P 1/2	2/10/1989	8/15/1972	US3854180	Lemelson; Jerome H.
		CASTING AND MOLDING METHOD	264/317; 264/040.4; 264/040.8 238/146; 222/187; 238/424.5; 238/434; 261/089; 401/196; 401/205	B29C 1/8	2/24/1989	6/19/1972	US3692882	Lemelson; Jerome H.
		SPRAYING SYSTEMS	414/275; 414/278; 414/283	B05B 7/6	2/24/1989	8/8/1971	US3683636	Lemelson; Jerome H.
		LOAD HANDLING MECHANISM AND AUTOMATIC STORAGE SYSTEM	016/000; 016/050.3; 016/105; 118/207; 118/305	B66G 0/6	3/7/1989	7/4/1972	US3674159	Lemelson; Jerome H.
		BUILDING MAINTENANCE APPARATUS	028/033 C; 072/2010.1; 072/228; 072/258; 425/163; 425/327	A47L 1/2; A47L 11/0	3/17/1989	2/15/1972	US3841807	Lemelson; Jerome H.
		CONTINUOUS MANUFACTURING PROCESSES AND APPARATUS	118/354; 123/418.1; 130/353; 150/565; 228/117; 228/190; 428/614	B21C 31/0	3/27/1989	8/15/1972	US3663471	Lemelson; Jerome H.
		APPARATUS AND METHOD FOR PRODUCING COMPOSITE MATERIALS	222/078; 222/126	B32B 3/10; B41M 1/26	4/7/1989	11/19/1971	US3820880	Lemelson; Jerome H.
		WATER PISTOL		A63H 3/00	4/14/1989	4/20/1971	US3678318	Kunz; David
Unit 802		Verfahren und Vorrichtung zur Herstellung von Verbundgusskoerpern FRONTZUG		B29C; B29C 5/4 B29D 23/0	7/10/1989 7/11/1989	1/15/1970 3/20/1970	DE1834883A1 FR201775A5	Lemelson; Jerome H. Lemelson; Jerome H.
		AUTOMATIC PRODUCTION MACHINERY	028/033 P; 028/065; 188/341.05; 198/06.1; 188/348; 198/349; 188/466.1; 414/692	B23P 23/8; B23P 23/4	8/29/1989	12/17/1974	US3654889	Lemelson; Jerome H.
		AUTOMATIC MEASUREMENT APPARATUS	033/648; 033/605; 358/821	G01B 5/0; G01B 11/0	10/7/1989	1/25/1972	US3636638	Lemelson; Jerome H.
		AUDIOVISUAL RECORD MEMBER AND PLAYBACK MEANS THEREFORE	363/018 340/05.4; 340/006.8; 378/091.01	G03B 31/8	2/24/1970	8/1/1971	US3582201	Lemelson; Jerome H.
		CREDIT VERIFICATION SYSTEM	428/108; 283/009 R; 284/01.8; 284/001.3; 358/630; 404/014; 428/029; 428/187	B08F 7/1; H04G 5/2	4/27/1970	10/3/1972	US3688335	Lemelson; Jerome H.
		REFLEX REFLECTIVE SHEETING	428/185; 428/205; 428/261; 428/283; 428/302	B44F 1/2	6/24/1970	2/13/1973	US3718445	Lemelson; Jerome H.
		EXTRUSION APPARATUS		B29J 8/6	8/1/1970	1/2/1973	US3708253	Lemelson; Jerome H.

	TAPE CARTRIDGE DRIVE AND TRANSDUCING APPARATUS FOR THE TAPE THEREOF	360/093; 242/340; 242/368; 390/261.4	G11B 19/24; G11B 19/28; G11B 21/2	11/30/1970	8/28/1972	US3603983	Lemelson, Jerome H.
	Wave generating apparatus and method	204/157.41; 204/157.42; 204/157.44; 204/157.45	G05J 1/12	11/30/1970	8/10/1980	US3207184	Lemelson, Jerome H.
	DOCUMENT SCANNING APPARATUS AND METHOD	235/439; 235/470	G06R 7/10	1/11/1971	1/9/1973	US3710078	Lemelson, Jerome H.
	METHOD OF MAKING AN ELECTRICAL CIRCUIT	427/080; 3017/90; 427/080; 427/126.1; 427/088; 427/090; 427/097; 430/298; 430/319; 430/345; 430/658; 430/676; 438/788	B44D 1/18	2/18/1971	4/2/1974	US3801388	Lemelson, Jerome H.
	Method for making composite articles	284/173.18	B29 3/10	2/22/1971	8/28/1978	US4063593	Lemelson, Jerome H.
	APPARATUS FOR WORKING MOLDABLE MATERIAL	425/003; 368/076.02; 425/077; 425/202	B29B 1/10	4/9/1971	11/27/1973	US3774890	Lemelson, Jerome H.
	AUTOMATIC TRANSPORT AND TRANSPORT SYSTEM	4147/22.8; 4147/31.11; 4147/348; 4147/401; 4147/500	B66G 67/4	4/27/1971	1/28/1974	US3788500	Lemelson, Jerome H.
	AUDIO-VISUAL APPARATUS AND RECORD MEMBER THEREFOR	363/019; 348/110; 363/120	G03B 31/6	8/1/1971	3/18/1978	US3871758	Lemelson, Jerome H.
	CODE SCANNING SYSTEM	236/472.1A; 236/482.49; 236/489; 236/489;	G06K 7/10	7/8/1971	5/22/1973	US3736360	Lemelson, Jerome H.
	FLYING MODEL AIRPLANE	233/473; 236/496; 369/020; 382/313	A23H 2/12	7/8/1971	2/2/1974	US3794125	Lemelson, Jerome H.
	MODEL AIRPLANE STRUCTURES	444/060	A23H 2/12	7/8/1971	1/28/1974	US3787997	Lemelson, Jerome H.
	Pressure forming method	284/188; 284/218; 284/269	B29D 7/2	8/10/1971	3/18/1980	US4183989	Lemelson, Jerome H.
	TOOL CONTROL ARRANGEMENT	405/068; 382/806; 405/008	B23B 39/6	8/21/1971	8/18/1974	US3817647	Lemelson, Jerome H.
	Fiber reinforced composite material and method of making same	184/108; 418/024; 428/293.1; 428/392; 428/400; 428/469; 428/539.8; 428/549; 428/552; 428/557; 428/608; 605/822; 605/823	B23P 17/0	8/27/1971	8/17/1976	US3889348	Lemelson, Jerome H.
	TOY VEHICLE AND TRACK	444/119	A63H 30/6	10/12/1971	8/19/1972	US3581870	Lemelson, Jerome H.
	WELDING APPARATUS	228/015.1; 072/112; 072/517; 228/602.3	B23K 37/6	10/13/1971	12/18/1973	US3779446	Lemelson, Jerome H.
	OPERING MEANS FOR A MOLDING CONTAINER	220/273; 220/270; 220/278	B66D 17/0	10/28/1971	4/9/1974	US3802594	Lemelson, Jerome H.
	AUTOMATIC INSPECTION MACHINE	033/666; 033/664; 033/656; 033/764	G01B 7/28; G01B 5/0	12/4/1972	4/23/1974	US3605393	Lemelson, Jerome H.
	BOARD GAME APPARATUS	273/268; 273/136; 273/265; 273/281	A63F 3/0	1/24/1972	12/4/1973	US3778652	Lemelson, Jerome H.
	GAME APPARATUS	273/113	A63F 7/0	1/24/1972	8/6/1974	US3827304	Lemelson, Jerome H.
	INTERCONNECTABLE GAME ELEMENTS	273/447	A63F 8/0	1/24/1972	4/25/1974	US3657751	Lemelson, Jerome H.
	TOY VEHICLES	448/482	A63H 11/10	1/24/1972	10/17/1973	US3688129	Lemelson, Jerome H.
	CONTAINER AND RETAINING MEANS	208/287; 383/023	B65D 86/18; B65D 33/14	2/3/1972	12/4/1973	US3776372	Lemelson, Jerome H.
	HEAT SEALING MACHINE AND METHOD	063/241; 063/268	B66B 8/4	2/3/1972	3/28/1974	US3758874	Lemelson, Jerome H.
	MOLDING CONTAINER WITH INTERNAL SUPPORT MEANS	222/211; 383/019	B66D 37/0	2/3/1972	11/27/1973	US3774812	Lemelson, Jerome H.
	TAPE CARTRIDGE AND TRANSDUCING MEANS THEREFOR	360/092; 242/337.1; 352/072; 352/073; 352/078; 352/078 R; 360/132; 360/241	G11B 23/8; G11B 23/12; G11B 23/42	2/7/1972	10/17/1972	US3699268	Lemelson, Jerome H.
	LOAD HANDLING MECHANISM AND AUTOMATIC STORAGE SYSTEM	414/278; 414/278; 414/280; 414/283	B66G 1/6	3/22/1972	8/7/1973	US3750804	Lemelson, Jerome H.
	Display sheet material and method	360/550; 040/427; 040/434; 040/519; 360/642; 360/678; 360/680; 360/619; 428/028; 428/034; 428/203	B44F 1/6	3/27/1972	5/20/1975	US3884664	Lemelson, Jerome H.
	METHOD FOR FINISHING ARTICLES	461/038; 247/001; 461/055	B24C 1/8	3/27/1972	12/31/1974	US3857428	Lemelson, Jerome H.
	Scanning apparatus and method	348/094; 368/123	H04N 7/18	5/18/1972	10/31/1978	US4118750	Lemelson, Jerome H.

	CONTAINER FORMING AND FILLING APPARATUS	053/111 R; 053/140; 053/425; 053/426; 053/427	B69B 5/5; B69B 9/10; B69B 9/4	7/10/1972	9/3/1974	US3832827	Lemelson, Jerome H.
	APPARATUS FOR FORMING SHEET MATERIAL	425/086; 425/290; 425/327; 425/382 N; 425/393	B29C 17/2	8/2/1972	8/18/1974	US3817871	Lemelson, Jerome H.
	CARD TRANSDUCING APPARATUS & METHOD	363/022; 363/030; 363/047; 363/050; 363/058; 363/076.01; 363/101; 363/240; 363/072	G11B 8/90; G11B 5/54; G11B 21/12	8/2/1972	8/18/1974	US3818590	Lemelson, Jerome H.
	RECORD CARD SCANNING APPARATUS	348/060; 348/107; 360/478; 360/082; 360/071; 360/088; 368/117	G06K 8/00; G06K 18/20; H04N 7/18	8/5/1972	4/9/1974	US3803360	Lemelson, Jerome H.
	MEANS THEREFORE	448/179	A63H 3/30	8/18/1972	2/19/1974	US3792549	Lemelson, Jerome H.
	Scanning system	348/107	H04N 7/18	10/10/1972	4/26/1978	US3881083	Lemelson, Jerome H.
	ACTIVITY DOLL	448/326	A63H 13/4	10/13/1972	8/18/1973	US3768882	Lemelson, Jerome H. (Nutting, William)
	CONTROL SYSTEM FOR MOLDING	428/748; 428/185; 428/859	B29F 1/8	10/13/1972	8/28/1974	US3825928	Lemelson, Jerome H.
	CREDIT VERIFICATION APPARATUS	233/380	G06K 5/0	10/13/1972	12/11/1974	US3813361	Lemelson, Jerome H.
	COMPOSITE MOLD WALL & STRUCTURE	248/085; 248/135; 428/176	B23C 27/4	10/24/1972	8/6/1974	US3827667	Lemelson, Jerome H.
	FACSIMILE SYSTEM AND METHOD	358/438; 358/438; 358/479	H04N 1/32	10/24/1972	2/4/1978	US3806614	Lemelson, Jerome H.
	METHOD FOR MOLDING COMPOSITE BODIES	269/045.3; 269/041; 269/048.7; 269/048.8; 269/048.7; 269/241; 269/310; 428/319.7; 428/913	B29D 27/4	10/24/1972	4/1/1975	US3878275	Lemelson, Jerome H.
	COMMUNICATION SYSTEM	348/036; 176/002 R; 176/004 R; 176/008 G; 348/107; 358/438; 358/440; 360/002	H04L 11/8; H04L 11/15; H04L 1/32	12/11/1972	8/7/1973	US3761883	Lemelson, Jerome H.
	Apparatus for producing composite extrusions	428/132; 428/133.1; 428/580; 428/482; 428/483	B29D 23/4	12/29/1972	11/11/1977	US4058344	Lemelson, Jerome H.
	Process of forming an irregular surface on the inside of a tube or pipe	284/070; 284/145; 284/150; 284/187	B29D 23/4	1/2/1973	3/16/1978	US3944641	Lemelson, Jerome H.
	OPTICAL SHEET MATERIAL	428/281; 428/405; 428/468	G02B 6/12	1/4/1973	8/6/1974	US3827783	Lemelson, Jerome H.
	MANIPULATION GAME	273/448; 273/440; 273/093.030	A63F 6/0	1/28/1973	1/28/1974	US3788641	Lemelson, Jerome H.
	Appliance	056/013.2; 056/018.3; 056/202	A61D 48/0	2/18/1973	4/18/1975	US3877287	Lemelson, Jerome H.
	FORM FILLING SYSTEM AND METHOD	360/130; 360/012; 360/003	H01J 29/70; H01J 29/70	2/18/1973	3/18/1975	US3872482	Lemelson, Jerome H.
	TOY BOAT	358/018; 358/045; 360/032; 368/429	A63H 23/2	2/28/1973	12/17/1974	US3854238	Lemelson, Jerome H.
	Toy mechanism	448/428; 273/19 R	A63H 28/20	3/7/1973	7/27/1975	US3884358	Lemelson, Jerome H.
	Extruded fence	238/278; 047/835; 239/289; 254/001; 256/018	B05B 8/0	6/7/1973	1/20/1976	US3933511	Lemelson, Jerome H.
	Propeller driven toy vehicle	448/178; 448/232	A63H 28/18	8/17/1973	4/22/1975	US3878842	Lemelson, Jerome H.
	Scanning system and method	400/165.1	G06K 7/10	6/22/1973	11/4/1975	US3916029	Lemelson, Jerome H.
	Extrusion die apparatus	072/288; 086/058; 072/285; 428/435	B21C 23/20	6/28/1973	11/4/1975	US3828800	Lemelson, Jerome H.
	ABORTION BY MYOMETRIAL ADMINISTRATION OF PROSTAGLANDINS	514/630; 514/673	A61K 27/0; B29D 27/4	8/18/1973	12/3/1974	US3862486	Klein, Kenneth T.; Southern, Edward M., Jr.
	ASSEMBLY TOY AND CRATY	448/087; 428/090; 470/642.2; 434/084	A63D 33/8	9/10/1973	3/11/1975	US3858824	Lemelson, Jerome H.
	Container with tear-away opening means	220/273; 220/358.2; 220/358.4	B65D 38/72	12/3/1973	3/30/1976	US3948898	Lemelson, Jerome H.
	Light conductor having electrical conductors extending longitudinally of surface	280/227.11; 174/070 R; 365/101; 365/123	G02B 5/14; H02G 3/0	12/10/1973	6/13/1978	US4095101	Lemelson, Jerome H.
	Tooth cleaning implement	132/329	A61C 15/0	1/3/1974	10/7/1975	US3910283	Lemelson, Jerome H.
	Welding apparatus and method for cutting	388/088; 388/088; 388/072.2; 388/083; 388/1	G11B 27/2	1/14/1974	12/9/1975	US3925815	Lemelson, Jerome H.
	ADHESIVE SURFACE DART AND SHOCK ABSORBING TARGET	273/348.4; 273/016.030	A63B 71/2	1/24/1974	12/31/1974	US3857688	Lemelson, Jerome H.; Eitman, Allan M.

Methods of generating microdots										Lemelson, Jerome H.
Video information from recordings on record members										Lemelson, Jerome H.
Toy molding press	349/100	G11B 778; H04N 6/6; H04N 5/20		1/24/1974				8/10/1976	US3300706	Lemelson, Jerome H.
MAGNETIC TAPE DRIVE AND TRANSDUCING METHOD	425/459; 425/622; 425/641; 425/644; 425/645; 425/DIG.061; 425/DIG.067	B29C 3/0		1/24/1974				11/18/1976	US3320368	Lemelson, Jerome H.
MAGNETIC TAPE TRANSDUCING SYSTEM	360/281.4; 360/093; 360/096.3	G11B 5/64; G11B 19/20		3/11/1974				10/16/1974	US3424233	Lemelson, Jerome H.
Fiber optic image pickup device	392/280.2/1; 392/280.2/2	G06K 1/20; G01D 5/36; G11B 23/40		3/11/1974				10/17/1974	US3382432	Lemelson, Jerome H.
System and method for recording and reproducing video information on a card	360/002; 236/240; 235/271; 235/278; 235/490; 235/493; 246/008; 360/117	H04N 5/78; G11B 26/4		4/8/1974				3/29/1976	US3403563	Lemelson, Jerome H.
Face cardfile and reader	260/370; 226/697.2; 238/113.2; 242/332.3; 232	G06K 1/20; G01D 5/36; G11B 15/62		6/17/1974				7/17/1976	US3423681	Lemelson, Jerome H.
Program, formed picture and book-like features	240/237.8; 318/068; 318/035; 301/047	H01J 3/14		8/17/1974				9/8/1977	US4047028	Lemelson, Jerome H.
Video recording apparatus using a card scanning means	473/673; 273/010.030; 428/011; 428/109; D2	A63B 7/12		8/20/1974				12/23/1976	US3927661	Lemelson, Jerome H.; Elman, Alan M.
Tool control system and method	360/091; 235/469; 340/005.4; 360/002; 360/0	G11B 21/2; G11B 5/52; G1		8/20/1974				2/24/1976	US3940785	Lemelson, Jerome H.
Method for making	40/008; 208/018	B29C 7/06		8/14/1974				8/16/1976	US3953384	Lemelson, Jerome H.
Ball for target games	321/040.7; 384/058.13; 384/058.13; 428/143	B29C 7/10		8/14/1974				10/17/1976	US4120822	Lemelson, Jerome H.
System for teaching information recorded on a plurality of images contained filmstrip	473/673; 273/010.030; 473/281	A63B 28/07; A63B 30/08; A63B 59/38		11/05/1974				11/4/1979	US3977271	Lemelson, Jerome H.; Elman, Alan M.
Imaging measuring apparatus for using both endwise loop	348/107	G11B 7/0; H04N 7/18		11/25/1974				7/20/1976	US3970776	Lemelson, Jerome H.
Cardfiles and reel-to-reel cameras	360/094; 242/228; 242/238	G11B 23/4; G11B 26/6; G11B 1/50		11/14/1974				9/4/1977	US4012780	Lemelson, Jerome H.
Method and apparatus for measuring length of a rope	360/094; 242/238; 360/092; 360/132	G11B 23/4; G11B 16/08		11/14/1974				2/16/1977	US4068490	Lemelson, Jerome H.
Apparatus for forming ribbed tubing		G06F 3/8; G06F 15/30; G06K 1/70		11/19/1974				5/28/1976	DE24F4944A1	Lemelson, Jerome H.
Methods of forming apparatus		A63B 6/00		1/23/1976				11/18/1978	DE2559424A1	Lemelson, Jerome Hal, Meluchen, N., Elfm
Composite body making apparatus	425/325; 425/380; 425/335; 425/365; 235/467	A63B 6/50; F41J 3/0; A63B 6/30		1/23/1976				7/31/1978	DE260262A1	Lemelson, Jerome Hal, Meluchen, N., Elfm
Manufacturing techniques	425/381; 425/382; 425/383; 425/384; 425/385	B29C 2/34		1/23/1976				7/28/1977	US4038011	Lemelson, Jerome H.
Forming apparatus	264/209.2; 264/310; 426/467	B29C 2/34		1/28/1976				10/11/1977	USA053274	Lemelson, Jerome H.
Apparatus for forming ribbed tubing	426/118; 425/004; 425/720; 425/721;	B29C 6/4; B29C 27/0		2/29/1976				8/23/1977	US4043721	Lemelson, Jerome H.
Tube wall forming apparatus	426/144; 425/145; 425/435; 426/677	G02B 27/0		3/24/1976				1/25/1977	US4006312	Lemelson, Jerome H.
Composite body making apparatus	260/561; 267/064; 366/014; 366/016	G06F 1/04		3/10/1976				7/13/1977	US3934485	Lemelson, Jerome H.
Forming apparatus	440/087; 428/038; 428/039; D11/138; D11/138	A63B 33/06		3/10/1976				4/8/1978	US387882	Lemelson, Jerome H.
Method of forming apparatus	356/300; 345/010; 347/134; 350/002	H04N 5/80		3/17/1976				8/15/1978	US4107741	Lemelson, Jerome H.
Pressure forming apparatus	426/573; 284/718; 425/004 C; 426/224	B29C 1/50		8/18/1976				3/15/1977	US4012188	Lemelson, Jerome H.
Forming apparatus	430/083; 428/013; 428/015; 426/42.8	B41F 7/0		9/16/1976				2/28/1977	US4006540	Lemelson, Jerome H.
Forming apparatus	002/412	A12B 3/2		11/22/1976				2/28/1978	US4076717	Lemelson, Jerome H.
Forming apparatus and method	366/428; 346/096; 360/002; 365/120	H04N 5/86		2/23/1978				10/17/1978	US4121249	Lemelson, Jerome H.
Activity doll	441/538	B63H 1/34		2/24/1978				7/24/1978	US4089673	Lemelson, Jerome H.; Mailing, William B.

Apparatus and method for controlling the internal structure of matrix	264/443; 264/070; 264/854; 425/174.2; 505/826; 506/879	B29F 3/0	3/3/1978	9/9/1981	US4268398	Lemelson, Jerome H.
Card scanning video system	399/008; 225/448; 360/002; 360/081; 360/101	H04N 5/76; G11B 25/4	3/6/1978	4/1/1978	US4034198	Lemelson, Jerome H.
Colored laminated mold glass	443/885	B22F 2/14	8/7/1978	12/21/1977	US4108484	Lemelson, Jerome H.
Machine tool and method	428/012; 408/700; 408/701	B23B 3/04	8/7/1978	10/9/1978	US4118138	Lemelson, Jerome H.
Building insulation system and method	062/302.3; 052/186.11	E02D 27/32; E04B 1/64; E04B 1/78	8/30/1978	2/20/1978	US4075790	Lemelson, Jerome H.
Method of coating a composite mold	264/225; 264/114.1; 264/219; 264/337; 264/338; 427/133; 427/136	B29C 1/2; B29C 1/4; B28B 7/36; B22B	9/2/1978	10/17/1978	US4120930	Lemelson, Jerome H.
REMARK: THIS PATENT WITH PYRAMID-SHAPED INDENTATIONS	428/183; 428/034; 428/030; 428/031; 428/184; 428/187; 428/172; 428/813	B32B 3/26; B32B 3/30	9/2/1978	11/28/1978	US4127693	Lemelson, Jerome H.
428/241; 049/901; 098/519; 428/242; 428/486;						
Food flavorings and methods for producing same	428/833; 428/850; 428/858; 428/804	A23L 1/221; A23L 1/222	9/18/1978	1/1/1980	US4181743	Brumback, George C.; Lemelson, Jerome H.
Burton assembly for textile material	002/288	B08B 3/14	10/8/1978	10/17/1978	US4120934	Lemelson, Jerome H.
Method for forming textile ends by rotational coating and winding thereon	188/172; 180/198; 189/248; 284/046.7; 284/046.7; 284/311	B29C 2/0	10/12/1978	10/31/1978	US4123307	Lemelson, Jerome H.
Radiation beam apparatus and method	423/185; 204/187.81	B01J 1/06	10/28/1978	9/18/1987	US4868878	Lemelson, Jerome H.
Particulate materials	024/482; 024/448; 428/082; 428/100	A44B 13/0	11/24/1978	10/27/1978	US4169303	Lemelson, Jerome H.
Manufacturing apparatus	228/031.1; 188/800; 228/016; 428/327	B29F 3/0	1/24/1978	7/31/1978	US4182787	Lemelson, Jerome H.
Intillable displays	043/642; 042/885; 345/032; 362/811; 448/228	G09F 1/30	12/28/1978	12/28/1978	US4178832	Lemelson, Jerome H.
Stacking track		A41D 25/0; A42B 1/8	1/10/1977	12/7/1978	DE2700703A1	Lemelson, Jerome H.
Electro-optical circuits and manufacturing	280/851; 287/880	G02B 2/70	1/21/1977	4/10/1978	US4149088	Lemelson, Jerome H.
Beam welding apparatus and method	219/121.85; 219/121.14; 219/121.35; 219/121.84; 219/121.82; 228/140; 228/284	B23K 2/08; B23K 1/50	2/4/1977	12/21/1980	US4237383	Lemelson, Jerome H.
Scanning apparatus and method	363/126; 348/136	H04N 7/18	3/18/1977	4/3/1978	US4148081	Lemelson, Jerome H.
Cleaning appliance	018/231	A47L 13/20	3/26/1977	8/15/1978	US4108183	Lemelson, Jerome H.
Propeller driven toy	448/178; 448/459	A63H 23/14	4/15/1977	10/24/1978	US4121378	Lemelson, Jerome H.
Flying toy	264/183 A	B64C 31/0	8/24/1977	10/24/1978	US4121764	Lemelson, Jerome H.
Continuous molding apparatus	425/145; 425/425; 425/876; 425/538; 425/010	B29F 1/22	7/8/1977	8/28/1978	US4168980	Lemelson, Jerome H.
Two part sign indicia	040/823; 040/895; 040/818	G06F 7/0	8/18/1977	5/22/1978	US4168185	Lemelson, Jerome H.
US PATENT AND FOREIGN PATENTS						
and fastening methods	403/347; 286/065.11; 258/065.14; 428/161	B26G 3/0; F16B 7/0	9/2/1977	11/27/1979	US4175883	Lemelson, Jerome H.
Container and dispenser straw	220/270; 218/285; 220/710; 228/103.1	B66D 1/6; B65D 3/0; B65D 5/0	9/2/1977	10/7/1980	US4228386	Lemelson, Jerome H.
Welding tool and method	219/121.83; 219/121.78	B23K 2/02	9/9/1977	1/27/1980	US4237384	Lemelson, Jerome H.
Method and means for automatically setting timepiece in a time zone	388/047; 385/021; 388/051; 388/188; 958/807; 958/808; 958/DIG.001	G04C 8/2; G04C 11/2	9/18/1977	5/27/1980	US4204388	Lemelson, Jerome H.
Switch and lock bolting system and method	340/842; 340/843; 381/172	H01Q 3/0	11/9/1977	2/19/1980	US4189712	Lemelson, Jerome H.
Cartridge magnetic recorder	580/885	G11B 15/68	12/19/1977	7/28/1980	US4218379	Lemelson, Jerome H.
388/278; 388/010; 388/082; 388/284; 401/198; 988/403; 988/DIG.001		G04B 37/12	12/22/1977	5/10/1983	US4382687	Lemelson, Jerome H.
Electronic digital watch						
Magnetic tape cartridge transducing apparatus and method	360/068; 360/132	G11B 5/62; G11B 15/60; G11B 23/4	12/30/1977	7/15/1980	US4213162	Lemelson, Jerome H.
Document recording method	219/121.71; 219/121.8; 347/248; 347/260	G01D 18/14	2/10/1978	2/18/1980	US4213673	Lemelson, Jerome H.
TARGET GAME APPARATUS		A63F 9/2; A63B 39/6	2/10/1978	2/24/1978	FR0008376A	Lemelson, Jerome H.
TARGET GAME MISSILE		A63B 39/6	2/10/1978	2/24/1978	FR0008478A	Lemelson, Jerome H.
Key and coin holder	305/038.1; 070/458 R; 003/207; 003/208	A45D 1/8	2/27/1978	9/4/1979	US4188485	Lemelson, Jerome H.
Communication system and method	388/168; 388/171	H04B 3/0	3/10/1978	2/28/1984	US4434510	Lemelson, Jerome H.
Method for encoding a card with video signal	380/002; 226/448; 360/681; 380/101	H04N 5/76; G11B 25/4	3/10/1978	7/8/1980	US4212037	Lemelson, Jerome H.
426/188; 264/184; 264/283; 264/327; 264/238; 426/437; 425/444; 426/548; 426/552; 425/555; 901/031		B29C 1/72	8/6/1978	3/24/1981	US4287756	Lemelson, Jerome H.
Molding system and method						

	Electrical device of semi-conducting material with non-conducting areas	428/206; 257/221; 533; 257/649/001; 428/219; 428/212; 428/901; 605/667; 806/862	B32B 3/0; B32B 7/0	8/28/1978	8/28/1983	US4380688	Lemelson, Jerome H.
	Modular toy	448/082; 640/28; 418/132	A83H 33/28; A83H 33/8; A83H 33/4; G0	7/18/1978	1/18/1980	US4233778	Lemelson, Jerome H.
	Eyeless shields	381/044; 381/047	G02C 7/10	7/28/1978	8/12/1980	US4217037	Lemelson, Jerome H.
	Roller skis	230/111; 230; 230/111; 231; 301/005.7	A83C 17/8; A83C 17/14	10/2/1978	8/18/1981	US4279346	Ben-Dor, Ephraim; Lemelson, Jerome H.
	Button assembly apparatus	188/080.8; 188/285; 188/081	B32B 19/2; B32B 7/6; D08B 3/16	10/10/1978	2/17/1981	US4261311	Lemelson, Jerome H.
	Molding apparatus	264/040.1; 264/256; 264/328.13; 264/328.8	B29F 1/8	10/10/1978	3/9/1982	US4318874	Lemelson, Jerome H.
	NOTARIAT POUR FIXER DES BOUTONS A DES MATIERES TEXTILES		A41H 37/0	10/10/1978	9/16/1980	FR248979A1	
	APPARECCHIATURA E METODO PER PRODURRE LO STESSO		A41F	10/10/1978	9/28/1981	IT109974A	
	Apparatus for forming and threading tubing to isolation receiver cabinet	483/005; 348/336; 483/047	A83F 9/22	11/6/1978	8/25/1981	US4285623	Lemelson, Jerome H.
	Key assembly for electronic system	235/082; 070/335; 235/488; 257/187; 257/188	G08K 5/0; G08K 19/6; E05B 35/0	12/28/1978	4/29/1980	US4200227	Lemelson, Jerome H.
	Scanning apparatus and method	346/084	H04N 7/18	2/18/1979	7/8/1982	US4338028	Lemelson, Jerome H.
	Method of roll forming a composite	419/003; 418/048	B23P 1/0	4/18/1979	8/22/1982	US4335484	Lemelson, Jerome H.
	Solar energy collection panel and method	128/505; 128/681; 128/575; 128/678; 128/687; 128/607	F24J 3/2	8/25/1979	10/13/1981	US4284230	Lemelson, Jerome H.
	Information storage and reproduction system	349/107	H04N 7/18	8/25/1979	6/10/1983	US4382123	Lemelson, Jerome H.
	Continuous molding apparatus and method	264/297.8; 264/297.3; 264/313; 264/328.11; 425/676	B29F 1/0	8/22/1979	2/15/1982	US4316885	Lemelson, Jerome H.
	Apparatus for forming and threading tubing	425/280; 425/172; 425/165; 425/163; 425/184; 425/304; 425/380; 425/386; 425/480; 425/010.216	B29D 1/0; B29C 17/10; B29D 23/4	8/24/1979	12/15/1981	US4305704	Lemelson, Jerome H.
	Adhesive bandage	802/068; 828/889; 024/189	A81F 13/0	10/1/1979	8/26/1981	US4288138	Lemelson, Jerome H.
	Disposable syringe	804/110; 804/228	A81M 5/0	10/1/1979	8/2/1981	US4270438	Lemelson, Jerome H.
	Syringe and needle cover	804/110; 804/283	A81M 5/0	10/1/1979	8/19/1981	US4273123	Lemelson, Jerome H.
	Measuring device and method	704/270; 324/098 D; 708/172	G10L 1/0	10/2/1979	1/7/1983	US4483770	Lemelson, Jerome H.; Grund, Christian
	Automatic vehicle identification system and method	600/802	A81B 8/2	10/2/1979	1/10/1981	US4289223	Lemelson, Jerome H.
	Navigation warning system and method	235/435; 246/029 R; 342/044	G06K 7/0; B61L 21/0; G01S 9/56	10/12/1979	8/8/1981	US4288988	Lemelson, Jerome H.; Grund, Christian
	Parking meter	761/223; 342/041; 342/056	G01B 13/03	10/12/1979	9/9/1980	US4811208	Lemelson, Jerome H.; Grund, Christian
	Tourist	194/217; 349/308.18; 349/308.7; 340/308.8; 340/330.1; 340/332.2; 705/418	G06F 8/0	10/12/1979	11/2/1982	US4358903	Lemelson, Jerome H.; Grund, Christian
	Video telephones	800/813; 800/549; 800/202	A81B 8/0	10/12/1979	3/30/1982	US4321929	Lemelson, Jerome H.; Grund, Christian
	Molding system	348/014.01; 348/107.2; 347/108; 348/014.14; 378/100.01; 284/318; 284/406.1; 284/045.7; 284/288; 426/435	H04N 7/12; H04N 7/14	10/17/1979	3/24/1981	US4258387	Lemelson, Jerome H.; Grund, Christian
	Apparatus for coding articles	428/183; 426/185; 426/190; 426/324.1; 426/388; 426/488; 426/542	B29C 8/4	1/3/1980	8/25/1981	US4288003	Lemelson, Jerome H.
	Electronically controlled printing device	107/110; 107/053.18; 400/028; 400/088	B29C 1/14; B29F 1/22	1/8/1980	8/3/1982	US4342649	Lemelson, Jerome H.
	System and method	340/003.1; 192/070.11; 340/005.7; 340/010.33; 340/010.42; 340/010.6; 340/043	B41J 3/20	2/4/1980	10/31/1987	US4695682	Lemelson, Jerome H.
	System and method		H04C 8/0	2/15/1980	10/12/1982	US4354188	Lemelson, Jerome H.

	Switch and lock operating system and method	428019; 428017; 428081;	E05B 480; G07C 90	2/19/1980	8/28/1981	EP0034230A1	Lemelson, Jerome Hal
	Electrical energy storage system	429081; 429093	H01M 8/18	3/9/1980	12/8/1981	US4304823	Lemelson, Jerome H.
	Rechargeable electric battery system	429081; 429093	H01M 2/0	3/9/1980	9/16/1981	US4289838	Lemelson, Jerome H.
	Machining method and apparatus	219121.88; 219121.85; 219121.79	B23K 23/0	4/18/1980	3/22/1981	US4733048	Lemelson, Jerome H.
	Method for measuring automatically setting		G04G 5/0	5/22/1980	12/2/1981	EP0040868A1	Lemelson, Jerome Hal
	Impedance in a line zone		G01D 1/00; G01D 15/18; G01Q 23/38	7/11/1980	7/27/1982	US4342038	Lemelson, Jerome H.
	Weighing apparatus and method	340608; 177802; 347002; 347804	G08B 17/6	9/17/1980	11/2/1982	US4387802	Lemelson, Jerome H.
	Fire detection and warning system	340608 27; 340624; 340677; 340684	G07K 7/0; G10L 1/10	10/2/1980	7/31/1981	US4728886	Lemelson, Jerome H.; Grund, Christian
	Temperature sensing indicating device	374783; 600849	H02J 7/0	10/20/1980	8/11/1982	US4347472	Lemelson, Jerome H.
	Apparatus and method for charging a battery in a vehicle	320108; 320139; 320109.034	H02B 25/0	10/20/1980	8/13/1982	US4388388	Lemelson, Jerome H.
	Calibrator and method	804008; 804007; 804014; 804218; 804288	G08B 13/14	11/3/1980	8/28/1982	US4337488	Lemelson, Jerome H.
	Theft detection system and method	340608.1; 340638.1; 340671; 340692	B23K 27/0	1/22/1980	3/13/1984	US4438878	Lemelson, Jerome H.
	Sampling device	219121.88; 219121.13	A83H 33/26; A83H 19/0	12/16/1980	4/8/1988	USRE32108	Lemelson, Jerome H.
	Toy truck and vehicle therefor	448135; 238010 A; 238010 E; 238010 F	B28C 25/0	3/23/1981	9/28/1982	GB2096167A	Lemelson, Jerome H.
	WELDING ARTICLES HAVING A PILE-LIKE SURFACE		H04N 6/74	3/24/1981	7/23/1982	US4531162	Lemelson, Jerome H.; Grund, Christian
	Television system and method	348430.1	H04N 5/78	4/24/1981	8/9/1982	US4398223	Lemelson, Jerome H.
	System for recording video information on a record card	388117	G01B 3/18	6/22/1981	3/20/1984	US4443724	Lemelson, Jerome H.
	Measuring instrument and method	829816; 833820	G08B 1/8; G08B 21/0	7/20/1981	8/18/1984	US4456561	Lemelson, Jerome H.
	Synthetic speech communication system and method	340538.17; 340534; 340592; 340670.09	B66D 19/24	8/25/1981	4/9/1983	US4397247	Lemelson, Jerome H.
	Holding system and article	108087.1; 108057.28; 108051	G08G 1/1; G08K 7/0; G08B 13/14	9/2/1981	7/30/1985	US4632511	Lemelson, Jerome H.
	Automatic vehicle identification system and method	940003; 288003; 240009 F	G08B 13/14; B00R 25/4	9/2/1981	9/11/1984	US4471343	Lemelson, Jerome H.
	Electronic detection systems and methods	248122.R; 340672.E; 340643	B28B 23/14	9/14/1981	8/9/1983	US4367198	Lemelson, Jerome H.
	Electronic tool and method - RECHARGEABLE ELECTRIC BATTERY SYSTEM	340005.31; 307070.5; 340005.62	H02J 7/0; H02J 7/10; H01M 10/44	9/14/1981	8/28/1986	DE3174468C0	LEMELSON, JEROME HAL
	Rechargeable electric battery system	340010.5; 340842; 361171	H02J 7/0; H02J 7/10; H01M 10/44	9/14/1981	9/14/1981	EP0074444A1	Lemelson, Jerome Hal
	Rechargeable electric battery system	073882.25; 702043	H02J 7/0; H02J 7/10; H01M 10/44	9/14/1981	4/23/1988	EP0074444B1	Lemelson, Jerome Hal
	Electronic digital switch	368010; 348143; 368280;	G04B 47/0	2/28/1982	8/21/1984	US4469742	Lemelson, Jerome H.
	Poison indicating system and method	368204; 401196; 968404; 968401	G06B 19/18	2/28/1982	8/13/1983	US4535414	Lemelson, Jerome H.
	Weapon control system and method	042870.01; 042870.11	F41C 17/0	2/28/1982	12/18/1984	US4488370	Lemelson, Jerome H.
	Video telephone	348014.01; 348014; 348014.14; 379100.15; 379100.17; 379008; 385107; 388117; 014130	H04N 7/18	5/19/1982	11/27/1984	US4485400	Lemelson, Jerome H.; Grund, Christian
	Switch actuating system and method	340608.83; 340610.8; 340642	H04Q 1/0; E05B 47/0; H04B 8/0	6/4/1982	8/9/1984	US4453181	Lemelson, Jerome H.
	THEFT DETECTION SYSTEM AND METHOD		G08B 13/14; G08B 25/0	8/28/1982	1/11/1984	EP0097742A1	Lemelson, Jerome Hal
	THEFT DETECTION SYSTEM AND METHOD		G08B 13/14; G08B 25/0	8/28/1982	9/23/1987	EP0097742B1	Lemelson, Jerome Hal
	Scanning apparatus and method	348135; 348168; 360072.1; 368117	G08B 13/14; G08B 25/0	8/28/1982	10/29/1987	DE3277391C0	LEMELSON, JEROME HAL
			H04N 7/18	7/2/1982	4/18/1985	US4511918	Lemelson, Jerome H.

Weighting apparatus and method	72371802	2/17/1984	EP0089433A1	Lemelson, Jerome H.
Weighting apparatus and method	72371803	10/17/1983	US484482B	Lemelson, Jerome H.
Weighting floor card producing apparatus and method	6097992	3/28/1984	US4578717	Lemelson, Jerome H.
Computer security systems	6171852	3/7/1984	EP010772A1	Lemelson, Jerome H.
Record card transducing apparatus and method	2/16/1985	5/27/1986	US4592042	Lemelson, Jerome H./Grundt, Christian
Rotational molding apparatus	629854	12/30/1986	US4632664	Lemelson, Jerome H.
Portable television camera and recording unit	7/28/1985	8/5/1986	US460486B	Lemelson, Jerome H.
Electro-optical information recording and reproduction system	6241865	4/16/1985	US4511630	Lemelson, Jerome H.
Communication system and method	6301805	7/24/1987	EP014286A1	Lemelson, Jerome H.
Video system and method	6301806	7/24/1987	EP014286A1	Lemelson, Jerome H.
Communication system and method	62771864	12/7/1987	US4710977	Lemelson, Jerome H.
Composition and method for detecting and treating cancer	62521964	6/19/1987	US4665897	Lemelson, Jerome H.
Medical scanning, imaging and treatment system and method	62521965	6/19/1987	US4671256	Lemelson, Jerome H.
Communication system and method	61981884	12/24/1985	US4560976	Lemelson, Jerome H.
Drug compositions and methods of applying same	71771864	6/23/1987	US4674480	Lemelson, Jerome H.
Image analysis system and method	73071884	3/24/1987	US4653108	Lemelson, Jerome H./Grundt, Christian
Ignition chamber and method	73711884	3/28/1988	US478061	Lemelson, Jerome H.
Reaction apparatus and method	6171864	4/7/1987	US4655146	Lemelson, Jerome H.
Tool and internal measurement apparatus and method	6091864	1/13/1987	US4630137	Lemelson, Jerome H.
Contact lens containing light sensitive material	10711864	7/27/1987	US4681412	Lemelson, Jerome H.
Vehicle performance monitor and method	10721884	8/27/1987	US4671111	Lemelson, Jerome H.
Video terminal and printer	102521864	12/30/1986	US4632638	Lemelson, Jerome H./Grundt, Christian
Data system and method	11891864	4/7/1988	US4820282B	Lemelson, Jerome H.
Apparatus and method for coding objects relative operation processing	121271864	6/23/1987	US4676508	Lemelson, Jerome H.
System and method	122271864	6/12/1986	US4933682	Lemelson, Jerome H.
Cutting tool structures, apparatus and method for making same	11811865	6/20/1986	EP0181203A2	Lemelson, Jerome H.
Cutting tool structures, apparatus and method for making same	11811866	2/17/1986	EP0181203A3	Lemelson, Jerome H.
Speech recognition control system and method	37571885	6/17/1985	US4635588	Lemelson, Jerome H.
Scanning apparatus and method	41811885	4/21/1987	US4680086	Lemelson, Jerome H.
Television system and method for transmitting a television signal	6151885	12/10/1986	EP020402A1	Lemelson, Jerome H.
Face mask and method	7181885	6/16/1985	US4666693	Lemelson, Jerome H.
Method and apparatus for forming a composite m	71011985	6/18/1981	US5024714	Lemelson, Jerome H.
Container assembly and method	102711985	6/18/1981	US5024343	Lemelson, Jerome H.

	Drug compositions and their use in treating human or other mammalian patients	424083.71; 424185.1; 424186.1; 424178.1; 424447; 424012	A81K 49/0; A81K 39/0; A81K 9/22	12/18/1986	8/16/1988	US4784389	Lemelson, Jerome H.
	Magnetic recording and reproduction apparatus, system and method	3600018; 3600021; 3600048; 3600065	G11B 5/0	1/3/1986	2/10/1987	US4642705	Lemelson, Jerome H.
	Record producer for magnetic and optical records	3900002; 235487; 235483; 235484; 235485	G11B 25/4; G03K 19/0	2/3/1986	10/7/1988	US4778146	Lemelson, Jerome H.
	Audio visual apparatus and method	4347811; 4347806; D147810	G06B 7/8	2/5/1986	7/27/1987	US4881548	Lemelson, Jerome H.
	Dispensing apparatus and method	8040514; 8040511; 8040507; 804235; 808213	A81M 5/0	3/28/1986	2/13/1990	US4903303	Lemelson, Jerome H.
	Color-optical measurement methods for producing same	600342; 600488; 600581	A81B 6/2	4/29/1986	2/14/1989	US4903992	Lemelson, Jerome H.
	Portable television camera and recording unit	358118; 358008; 358076; 358121	H04N 5/73	8/23/1986	4/4/1989	US4818101	Lemelson, Jerome H.
	Methods and systems for scanning and inspecting images	348130	H04N 7/18	8/18/1986	1/8/1991	US4984073	Lemelson, Jerome H.
	Methods for making cutting tools	148512; 148403; 148903; 148905; 219123	C21D 1/8; C21D 9/18	8/18/1986	7/5/1988	US4758237	Lemelson, Jerome H.
	Method for making cutting tools						
	Method apparatus and method for generating image information and producing hard copy documents		G06K 15/0; G03G 18/22	10/18/1986	4/20/1988	EP0263904A1	Lemelson, Jerome Hal
	Beam apparatus and method	219121.12; 219121.15	H01J 37/37; H05B 7/10	10/21/1986	8/7/1989	US4853614	Lemelson, Jerome H.
	MAGNETIC RECORDING AND REPRODUCTION APPARATUS, SYSTEM & METHOD		G11B 5/0; G11B 5/6; G11B 5/48	10/30/1986	8/17/1988	EP0232688A3	LEMELSON, JEROME HAL
	Magnetic recording and reproduction apparatus, system & method		G11B 5/0; G11B 5/6; G11B 5/48	10/30/1986	8/19/1987	EP0232688A2	Lemelson, Jerome Hal
	Speech communication system and method	704279; 379088.01; 379088.18; 379119; 379198; 704291; 704287; 704270	H04M 3/38; H04M 3/50; G10L 5/0	11/8/1986	8/5/1989	US4866068	Lemelson, Jerome H.
	Surface shaping and finishing apparatus and method	219121.12; 219121.14; K	B23K 15/0; H01J 37/6	11/26/1986	8/16/1989	US4831230	Lemelson, Jerome H.
	Automatic manipulation system and method	414744.3; 029025 A; 483901; 801028; 801358/300; 358077	B25J 17/2; B25J 15/4	12/11/1986	8/27/1988	US4773815	Lemelson, Jerome H.
	Video terminal and printer		G03G 18/4	12/29/1986	8/21/1988	US4762806	Lemelson, Jerome H.
	Video frequency electronic retroreflector system with passive code generator	340933; 246122 R; 340010.34; 340572.4	G08G 1/1	3/3/1987	5/28/1991	US5019816	Lemelson, Jerome H (Orund: Christian
	Image analysis system and method	713186; 235062; 340003.3; 340006.34; 379081.01; 379093.03; 379093; 388006; 388117	G06F 15/76; G06F 15/74	3/11/1987	9/14/1988	EP0281995A1	Lemelson, Jerome Hal
	Personal identification system and method		H04N 7/167; H04N 5/75; G06K 3/0; H04M 1/00	8/15/1987	2/5/1991	US4991205	Lemelson, Jerome H.
	Apparatus and method for coding and reading codes	382101; 219121.62; 219121.89	G08K 9/0	8/23/1987	10/23/1990	US4985829	Lemelson, Jerome H.
	Portable electronic instrument and method	800548; 346002; 347002; 347109	A81B 5/2	11/8/1987	1/28/1993	US5181521	Lemelson, Jerome H.
	Educational toys	448302; 448288; 521826	G09B 5/0	8/27/1988	4/2/1991	US5004442	Lemelson, Jerome H. Lemelson, Dorothy
	Drug units and methods for treating blood clots	4247480; 284768.1; 284091.15; 424001.33	A81K 3/722	8/4/1988	5/27/1991	US5073379	Lemelson, Jerome H.
	Automatic manipulation system and method	414744.6; 483055; 901029; 901041	B25J 17/2; B25J 15/4	9/23/1988	5/21/1991	US5017084	Lemelson, Jerome H.
	Magnetic reproduction apparatus and method	380002	G11B 25/4	10/24/1988	5/4/1993	US5287076	Lemelson, Jerome H.
	Camera apparatus and method	388268; 398052; 398233	G03G 17/38	12/30/1988	2/13/1990	US4901098	Lemelson, Jerome H.
	High density recording and reproduction system and method	399100; 399018; 399055	G11B 5/0	3/30/1989	8/16/1992	US5123006	Lemelson, Jerome H.
	Surface shaping and finishing apparatus and method	219121.12; 219121.15; 219121.2; 219121.21	B23K 15/0	8/15/1989	11/2/1991	US5084888	Lemelson, Jerome H.
	Speech communication system and method		H04M 1/84; H04M 3/42; G06F 9/18	8/28/1989	1/2/1991	EP0469286A1	Lemelson, Jerome Hal
	Speech communication system and method		H04M 1/84; H04M 3/42; G06F 3/16	8/28/1989	11/6/1994	EP0469286A1	Lemelson, Jerome Hal
	SPRACHKOMMUNIKATIONSSYSTEM UND VERFAHREN		H04M 1/84; H04M 3/42; G06F 3/16	8/29/1989	12/15/1994	DE68919355C0	LEMELSON, JEROME HAL, PRINCETON

	SPRACHKOMMUNIKATIONSSYSTEM UND VERFAHREN.	219/121.15; 219/121.16; 219/121.17; 219/121.18; 219/121.2; 219/121.21; 219/121.21; 219/121.22	H04M 1/84; H04M 3/42; G06F 3/16	6/29/1989	6/9/1996	DE8591035672	LEMELSON, JEROME HAL, PRINCETON
	Radiation manufacturing apparatus and method FACE MASK		B23K 15/0	7/7/1989	8/13/1991	US60339638	Lemelson, Jerome H.
	Method for scanning image information Controlling systems and methods for scanning and inspecting images	382/141; 382/628; 380/072.1; 382/218; 380/1	H04N 7/18	8/22/1989	9/20/1990	US54989038	Lemelson, Jerome H.
	Information storage and reproduction apparatus and method employing a flexible belt record member	348/098; 348/182	H04N 7/18	10/24/1989	8/2/1992	US6119180	Lemelson, Jerome H.
	Method and apparatus for scanning objects and generating image information	390/101; 380/071; 380/132	G11B 15/18; G11B 23/4; G11B 21/2; H	12/29/1989	1/8/1991	US4984113	Lemelson, Jerome H.
	Method and apparatus for scanning methods and systems for scanning and inspecting images	382/141; 348/092; 380/072.1; 382/218; 380/1	H04N 7/18	12/29/1989	7/7/1992	US6128763	Lemelson, Jerome H.
	Methods and systems for scanning and inspecting Methods and systems for scanning and inspecting	348/094 348/181; 348/130	H08N 7/18 H08N 7/18	3/27/1990	12/18/1990	US4979029	Lemelson, Jerome H.
	Method of controlling the internal structure of material Inspection control system and method Method and apparatus for scanning and analyzing selected images areas	284/040.1; 284/040.3; 284/028.14; 428/143; 428/144; 429/145; 428/547 762/275; 348/441; 361/110; 382/100; 382/128	B29C 45/78 G10L 9/00; G06K 9/00; G06F 12/00	8/31/1980 9/21/1989	11/23/1993	US6294163 US5228112	Lemelson, Jerome H. Lemelson, Jerome H.
	Radiation manufacturing apparatus and assembly Surface shaping and finishing apparatus and method Methods and apparatus for scanning and inspecting reproducing, and displaying image information	348/094; 290/223 B; 359/237.1 219/121.16; 219/121.21; 219/121.28; 267/E21.833; 267/E49.001 219/121.13; 219/121.14; 287/E31.833; 287/E 802/805; 424/450; 514/026; 514/027	H04N 7/18; H04N 7/00 B23K 15/0 A81B 17/00; A81M 31/00; A81M 37/00	11/5/1990 11/8/1990	8/2/1992	US8119205	Lemelson, Jerome H.
	Drug unit and methods for using same	614/827 800/427; 128/225; 378/056; 378/085; 378/088	A81K 9/28; A81K 9/48	11/12/1991	11/9/1993	US5260071	Lemelson, Jerome H.
	Medical scanning and treatment system and method	800/438; 800/478; 804/603; 806/010; 808/011	A81B 8/00	11/23/1991	11/7/1993	US5484013	Lemelson, Jerome H.
	Portable television camera recorder and method for operating same	388/117; 101/401.1; 380/013; 380/027	H04N 6/78	1/8/1992	11/6/1993	US5260837	Lemelson, Jerome H.
	Series of images reproduced from addressable apparatus and method for automatic observation of three-dimensional objects	388/082; 380/013; 388/084	H04N 6/78	1/14/1992	2/13/1996	US5491691	Lemelson, Jerome H.
	Method for inspecting, coding and sorting objects Skins and runners	348/092; 348/093 282/214	H04N 7/18 G06K 3/00	1/28/1992	9/28/1993	US5249046	Lemelson, Jerome H.
	Methods and apparatus for scanning objects and generating image information	280/808; 280/810	A83C 5/4	3/10/1992	10/12/1993	US5688467	Lemelson, Jerome H.
	Information recording and reproduction method using reflection medium or transducer	348/091; 348/092 389/043; 389/127; 389/137; 389/276.1; 389/278	H04N 7/18 G11B 7/00	4/23/1992	9/1/1992	US6144421	Lemelson, Jerome H.
				6/18/1992	3/1/1994	US8291472	Lemelson, Jerome H.

	Drugs and methods for treating diseases	804/803; 424/490; 804/890.1; 804/891.1	A81B 17/0	8/7/1995	3/16/1998	US5882330	Lemelson; Jerome H.
	Free-floating manipulator with optical feedback control and methods	414744.3; 801/801; 801/008; 801/032; 801/0	B86C 23/0	8/7/1995	11/5/1998	US5870992	Lemelson; Jerome H.
	Free-floating manipulator with covered tools	801/009; 801/029; 801/032; 801/041	B86C 23/0	8/7/1995	9/30/1997	US5872044	Lemelson; Jerome H.
	Hand-held video camera-recorder-printer and medical monitoring and treatment system and method	368/117; 388/908; 388/909.1	H04N 5/228; H04N 5/78	8/7/1998	8/27/2002	US6442338	Lemelson; Jerome H.
	Pire detection systems and methods	800/407; 804/603	A81B 8/6	8/7/1995	8/23/1998	US5788787	Lemelson; Jerome H.
	Interactive educational system and method	708/028; 708/037; 708/078; 708/029; 708/032; 708/090	G06F 17/0	11/3/1995	11/3/1998	US5832167	Pedersen; Robert D.; Lemelson; Jerome H.
	Computer controlled drug infusion system and method	434/338; 434/351; 434/362; 708/927	G09B 3/0	11/13/1995	10/20/1998	US5823788	Lemelson; Jerome H.; Grund; Christian J.
	System and method for causing the neutralization of a fluid using a laser	804/008; 128/898; 128/910; 804/021; 804/022; 804/087; 804/088	A81M 31/0	11/27/1995	10/20/1998	US5823893	Lemelson; Jerome H.
	Method of implanting living cells by laser paraffin at selected sites	438/036; 438/184; 600/407; 804/010; 804/603	B01D 17/12; A81B 8/0; O01N 21/0; G01	12/12/1995	9/7/1999	US5948272	Lemelson; Jerome H.
	Targeted infrared video tracking system employing facial recognition using a reflected image	436/173.8; 438/286.5; 438/480	G12N 13/0; G12N 15/03; G12M 3/4	3/22/1998	8/18/1998	US5795758	Lemelson; Jerome H.
	Computer operated material processing systems	382/118; 307/010.5; 340/428.24; 340/428.24	G06K 8/0; B60R 25/0	6/15/1996	8/4/2002	US6400835	Lemelson; Jerome H.; Hoffman; Louis J.
	Medical devices using electroresponsive polymers	700/275; 875/081.48; 210/746; 210/787; 438/001N 1/8	A61K 8/22	8/12/1998	9/1/1998	US5800421	Lemelson; Jerome H.
	Motor vehicle performance monitor and method	340/870.88; 340/433; 340/878; 340/858; 701/431/078; 350/048; 306/418; 392/100; 431/078; 431/078; 431/078; 431/079; 700/047; 708/018; 708/023	G06C 19/0	8/17/1998	9/8/1998	US5805078	Lemelson; Jerome H.
	Automatically optimized combustion control system and method	800/483; 188/903	F23N 6/2	8/21/1995	11/30/1998	US5983194	Lemelson; Jerome H.; Pedersen; Robert D.
	Pattern monitoring system	448/117; 278/158; 448/087	G06K 9/0	8/28/1996	4/22/2003	US6583136	Lemelson; Jerome H.; Pedersen; Robert D.
	Stacked components assembly toy	800/407; 128/922; 378/082	A63H 3/16	8/7/1995	4/14/1998	US5798702	Lemelson; Jerome H.
	Method and system for delivering therapeutic agents	800/437; 800/130; 801/002	A61B 8/0	8/18/1995	2/2/1999	US5885744	Lemelson; Jerome H.
	DPS versus common modes warning and control system and method	701/301; 340/438; 340/803; 342/488; 701/027; 701/058; 701/214	G06F 18/00	9/24/1996	11/9/1998	US5983181	Lemelson; Jerome H.; Pedersen; Robert D.
	Method and apparatus for encoding/decoding bar codes with primary and secondary information	235/466; 235/494	G06K 7/10	9/24/1996	3/7/2000	US6032861	Lemelson; Jerome H.; Hest; John H.
	System and method for detecting insect infestation in a living being	128/899; 804/021	A81M 8/0	11/8/1998	12/8/1998	US5845848	Lemelson; Jerome H.
	Apparatus and methods for gene therapy	804/081; 804/101.06; 806/015; 807/118	A61N 1/30	12/27/1998	11/7/1998	US5838905	Lemelson; Jerome H.; Parker; J. Kevin
	System and method for treating ocular disorders in a living being	800/420; 804/004.01; 804/607	A81B 8/0	2/28/1997	7/0/1998	US5919135	Lemelson; Jerome H.
	Synthetic osseous layers having wear resistant coatings formed in situ and methods of applying such coatings	427/654; 427/122; 427/249.14; 427/249.8; 427/402; 427/598	B05D 3/8	3/31/1997	7/28/1998	US5786038	Conley; James G.; Lemelson; Jerome H.
	Synthetic osseous coatings with inorganic amorphous metal bonding layers and methods of applying such coatings	427/554; 427/249.14; 427/249.8; 427/314; 427/318; 427/577; 427/698	C23C 18/27	4/18/1997	7/4/2000	US6083670	Lemelson; Jerome H.; Conley; James G.

OWNED U.S. PATENTS
(including pending U.S. Patent Applications)

U.S. Patent Registrations

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	See attached.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.
AMI Acquisition LLC:	None.

U.S. Patent Applications

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	See attached.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

AMIS Active US Patents

Title	Class	Issued Date	Patent Number	Notes
Combinational Logic Structure Using Pass Transistors	Utility	11-Nov-86	4622648	
GaAs Differential Line Receiver with Positive Feedback	Utility	13-Jan-87	4636654	2
Apparatus and Method of Solder Coating Integrated Circuit Leads	Utility	4-Apr-87	4657172	
Quad-State Control Signal Input Circuit	Utility	14-Jul-87	4680485	2
Method of Making Tri-Well CMOS By Self-Aligned Process	Utility	6-Oct-87	4697332	2
Small Propagation Delay Measurement for Digital Logic	Utility	8-Dec-87	4712061	2
Temperature Compensated Complementary Metal-Insulator-Semiconductor-Oscillator	Utility	22-Dec-87	4714901	2
State Sequence Dependent Read Only Memory	Utility	29-Dec-87	4716586	
Uniform Intensity Led Driver Circuit	Utility	5-Jan-88	4717868	
Apparatus and Method of Solder Coating Integrated Circuit Leads	Utility	19-Jan-88	4720034	
Programmable Reference Voltage Generator for a Read Only Memory	Utility	28-Jun-88	4754167	
Metal Foil Semiconductor Interconnection and Method	Utility	12-Jul-88	4756080	
Thin Oxide Fuse	Utility	12-Jul-88	4757359	
CMOS Programmable Logic Array Using Nor Gates for Clocking	Utility	16-Aug-88	4764691	
ECL to GaaS Logic Conversion Circuit with Positive Feedback	Utility	6-Dec-88	4789798	2
Temperature Compensating Driver for a Liquid Crystal Display	Utility	28-Feb-89	4807972	
Integrated Circuit Filter with Reduced Die Area	Utility	1-Aug-89	4853759	
Cascade FET Logic Circuits	Utility	31-Oct-89	4877976	2
Asynchronous Digital Arbiter	Utility	16-Jan-90	4894565	
Thin-Film Electrical Connections for Integrated Circuits	Utility	26-Feb-91	4996584	2
Circuit for measuring the level of an electrical signal and including offset correction means, and application thereof to amplifiers having automatic gain control	Utility	21-Jul-92	5132609	1

Highly Stable High-Voltage Buffer Using CMOS Technology	Utility	8-Dec-92	5170078	2
CMOS Self-Adjusting Bias Generator for High Voltage Drivers	Utility	12-Jan-93	5179297	2
Frequency Converter Utilizing a Feedback Control Loop	Utility	28-May-96	5521556	
Digitally-Tuned Oscillator Including a Self-Calibrating RC Oscillator Circuit	Utility	3-Sep-96	5552748	
Low Power RC Oscillator Using a Low Voltage Bias Circuit	Utility	17-Dec-96	5585765	
Circuit for Detecting The Absence of An External Component	Utility	31-Dec-96	5589802	
Self-Calibrating RC Oscillator	Utility	14-Jan-97	5594388	
Timing Circuit with Rapid Initialization On Power-Up	Utility	1-Apr-97	5617062	
Circuit for Externally Overdriving An Internal Clock	Utility	10-Jun-97	5638029	
Linear Tunable Gm-C Integrator	Utility	26-Aug-97	5661432	1
Multiple Stage Tracking Filter Using a Self-Calibrating RC Oscillator Circuit	Utility	2-Sep-97	5663675	
Self Adjusting Sense Amplifier Clock Delay Circuit	Utility	28-Oct-97	5682353	5
Manufacturing Method for ROM Array with Minimal Band-to-Band Tunneling	Utility	4-Nov-97	5683925	5
Operating Method for ROM Array Which Minimizes Band-to-Band Tunneling	Utility	17-Nov-98	5838046	5
3v/5v Input Buffer	Utility	17-Nov-98	5838168	
Strobed Wordline Driver for Fast Memories	Utility	13-Jul-99	5923609	
Apparatus for and method of programming a digital hearing aid	Utility	5-Sep-00	6115478	6
One Bit Digital Phase Shift Keyed Carrier Recovery and Demodulator Circuit	Utility	19-Dec-00	6163208	7
Reference Voltage Generator with Monitoring and Start Up Means	Utility	20-Mar-01	6204653	1
Filterbank structure and method for filtering and separating an information signal into different bands, particularly for audio signal in hearing aids	Utility	22-May-01	6236731	6
Apparatus for and method of filtering in a digital hearing aid, including an application specific integrated circuit and a programmable digital signal processor		29-May-01	6240192	6
Differential-Mode Charge Transfer Amplifier		19-Jun-01	6249181	
Method for Detecting and Characterizing Plasma-Etch Induced Damage in An Integrated Circuit		24-Jul-01	6265729	

Electrical Diagnostic Technique for Silicon Plasma Etch Induced Damage Characterization	7-Aug-01	6271539	
Spread-Spectrum Modulation Method and Circuit for Clock Generator Phase Locked Loop	25-Sep-01	6294936	
Regulator for Sine Wave Generator and Sine Wave Generator Unit Including Such a Regulator	15-Jan-02	6339317	1
Circuits and Methods for Providing a Bandgap Voltage Reference Using Composite Resistors in Series	29-Jan-02	6342781	
Method and apparatus for feedback reduction in acoustic systems, particularly in hearing aids	12-Feb-02	6347148	6
Circuits and Methods for Providing a Current Reference with a Controlled Temperature Coefficient Using a Series Composite Resistor	26-Feb-02	6351111	
Systems and Methods for Enhancing Charge Transfer Amplifier Gain Transducer Interface Arrangement Including a Sigma-Delta Modulator with Offset Correction and with Gain Setting	12-Mar-02	6356148	
Delay Lock Loop with Wide Frequency Range Capability	4-Jun-02	6400295	1
Circuits and Methods for Initializing Memory Cells	20-Aug-02	6437616	
Integrated Sine Wave Generating Circuit	11-Feb-03	6519177	
Method for Tungsten Chemical Vapor Deposition On a Semiconductor Substrate	25-Feb-03	6525592	3
	8-Apr-03	6544889	3
Voltage Generating Circuit	29-Apr-03	6556069	1
Reference-Free Charge Transfer Amplifier	20-May-03	6566943	
Analog to Digital Converters Based On Transconveyance Amplifiers	12-Aug-03	6606049	
Filterbank Structure and Method for Filtering and Separating an Information Signal into Different Bands, Particularly for Audio Signals in Hearing Aids	12-Aug-03	6606391	6
Multi Stage Circuits for Providing a Bandgap Voltage Reference Less Dependent On or Independent of a Resistor Ratio	2-Sep-03	6614209	
Method for Processing Conductive Layer Structures and Devices Including Such Conductive Layer Structures	30-Sep-03	6628358	1
Bandgap Voltage Reference Using Differential Pairs to Perform Temperature Curvature Compensation	4-Nov-03	6642699	
Electromagnetic Compatible Regulator	30-Dec-03	6670842	1
Runtime Programmable Reed Solomon Decoder	9-Mar-04	6704901	
Layout Configurable Electrostatic Discharge Device for Integrated Circuits	16-Mar-04	6707110	4
Low Voltage Enhanced Output Impedance Current Mirror	16-Mar-04	6707286	
Structures and Methods for Direct Conversion From Radio Frequency Modulated Signals to Baseband Signals	23-Mar-04	6711397	
Charge pump device with reduced ripple and spurious low frequency electromagnetic signals	6-Apr-04	6717829	1
Absolute Value Amplitude Baseband Detector	1-Jun-04	6744309	

Differential NOR Memory Cell Having Two Floating Gate Transistors	20-Jul-04	6765825	
Stable Floating Gate Voltage Reference Using Interconnected Current-to-Voltage and Voltage-to-Current Converters	27-Jul-04	6768371	
Use of Irregularly Shaped Conductive Filler Features to Improve Planarization of the Conductive Layer While Reducing Parasitic Capacitance Introduced by the Filler Features	21-Sep-04	6794691	
Static Random Access Memory (SRAM) Without Precharge Circuitry	9-Nov-04	6816401	
Switched Capacitor Voltage Reference Circuits Using Transconductance Circuit to Generate Reference Voltage	16-Nov-04	6819163	
Stimulated Quick Start Oscillator	16-Nov-04	6819195	
Symmetric and Complementary Differential Amplifier	23-Nov-04	6822513	
Method for Making Interconnect Structures	28-Dec-04	6835644	1
Dual Differential-Input Amplifier Having Wide Input Range	18-Jan-05	6844781	
Double-sided extended drain field effect transistor, and integrated overvoltage and reverse voltage protection	Utility	15-Mar-05	6867640
Distributed Memory and Logic Circuits	Utility	22-Mar-05	6870398

NOTES:

- 1) Original assignment to Alcatel --Now assigned to AMI Semiconductor Belgium BVBA
- 2) Original assignment to Gould--Now assigned to AMI Semiconductor, Inc
- 3) Assigned to AMI Semiconductor Belgium BVBA
- 4) Original assignment to Alcatel --Now assigned to AMI Semiconductor Belgium BVBA, Joint Patent with IMEC
- 5) Joint patent with Waferscale Integration Inc.
- 6) Original assignment to Dspfactory, Ltd.--Now assigned to AMI Semiconductor, Inc.
- 7) Original assignment to GA-Tek --Now assigned to AMI Semiconductor, Inc.

US Patent Applications

Title	Class	Filing Date	Application Number	Notes
Method and apparatus for noise reduction, particularly in hearing aids	Utility	16-Apr-98	09/060,825	4
Listening Device	Utility	23-Oct-01	10/023,109	4
Software Implemented Loudness Normalization for a Digital Hearing Aid	Utility	7-Nov-01	09/985,976	4
Directional Audio Signal Processing Using an Oversampled Filterbank	Utility	7-Aug-02	10/214,350	4
Sub-band Adaptive Signal Processing in an Oversampled Filterbank	Utility	7-Aug-02	10/214,057	4
Sound Intelligibility Enhancement Using a Psychoacoustic Model and an Oversampled Filterbank	Utility	7-Aug-02	10/214,056	4
Integrated Overvoltage and Reverse Voltage Protection Circuit	Utility	13-Sep-02	10/243,749	
Method and System for Real Time Audio Synthesis	Utility	22-Oct-02	10/277,598	4
Method and System for Real Time Speech Recognition	Utility	22-Oct-02	10/277,454	4
Multiplex Transmission System with in-Circuit Addressing	Utility	13-Dec-02	10/319,347	2
Method and Device Generating Integrated Circuit Test Programs	Utility	24-Jan-03	10/351,204	1
Multiplex Bus System with Duty Cycle Correction	Utility	7-Feb-03	10/360,436	2
Methods for Sidewall Protection of Metal Interconnect for Unlanded Vias Using Physical Vapor Deposition	Utility	24-Feb-03	10/373,911	
Protection Circuit Protecting Against Voltage Irregularities	Utility	9-Apr-03	10/410,420	2
Distributed Memory and Logic Circuits	Utility	24-Apr-03	10/422,137	
Up-Conversion of a Down-Converted Baseband Signal In a Direct Conversion Architecture Without the Baseband Signal Passing	Utility	29-Apr-03	10/426,225	
Direct Conversion Receiver for Amplitude Modulated Signals Using Linear/Log Filtering	Utility	29-Apr-03	10/426,383	
Direct Conversion Receiver with Direct Current Offset Correction Circuitry	Utility	6-May-03	10/430,656	
An Adaptive Diversity Receiver Architecture	Utility	6-May-03	10/430,455	
Multi-Fault Protected High Side Switch with Current Sense	Utility	20-May-03	10/442,630	
Method and Circuit for Bi-Directional Current Measurement	Utility	20-May-03	10/442,618	
Delay Lock Loop with Fixed Angle De-Skew, Quick Start and Low Jitter	Utility	24-Jun-03	10/602,195	
Double-sided extended drain field effect transistor, and integrated overvoltage and reverse voltage protection circuit that uses the same	Utility	1-Jul-03	10/611,714	

Digitally Controlled Impedance Driver Matching for Wide Voltage Swings at Input/Output Node and Having Programmable Step Size	Utility	8-Aug-03	10/637,840	
Method and System for Processing Subband Signals Using Adaptive Filters	Utility	18-Aug-03	10/642847	4
Voltage Reference Circuit Using Schottky Diodes For Low Voltage Applications	Utility	2-Feb-04	10/770,223	
Device and method for detecting rotor speed of a multiple phase motor with bipolar device	Utility	22-Mar-04	10/805,972	2
Method and System for Acoustic Shock Protection	Utility	31-Mar-04	10/815,891	4
Pade' Approximant Based Compensation for Integrated Sensor Modules and the Like	Utility	13-May-04	10/845,681	
Structured ASIC Device with Configurable Die Size and Selectable Embedded Functions	Utility	4-Jun-04	10/860,894	
Reactive Sensor Modules Using Pade Approximant Based Compensation and Providing Module-Sourced Excitation	Utility	16-Jun-04	10/870,314	5
Methods For Manufacturing a Soft Error and Defect Resistant Pre-Metal Dielectric Layer	Utility	25-Jun-04	10/877,482	
Die Identification Systems and Methods	Utility	30-Jun-04	10/883,316	3
Low-Voltage Differential Signal (LVDS) Transmitter with High Signal Integrity	Utility	17-Aug-04	10/920,009	
High Voltage, Low-Offset Operational Amplifier with Rail-to-Rail Input Range in a Standard Digital CMOS Process	Utility	17-Aug-04	10/919,757	
Ambient Light Compensation Circuit for Photodiode Receiver Applications	Utility	24-Aug-04	10/925,263	
Dynamic Phase Alignment of a Clock and Data Signal Using an Adjustable Clock Delay	Utility	3-Sep-04	10/933,742	
Control of Current in an Inductance with Pulse Width Modulation at Controlled Frequency	Utility	19-Oct-04	10/899,653	2
Antenna Integrated with Retrieval Component in a Hearing Aid	Utility	28-Oct-04	10/975,914	
Radio Frequency Envelope Detector	Utility	29-Oct-04	10/977,295	
Double-sided extended drain field effect transistor	Utility	13-Dec-04	11/010,892	

NOTES:

- 1) Original assignment to Alcatel –Now assigned to AMI Semiconductor Belgium BVBA
- 2) Assigned to AMI Semiconductor Belgium BVBA
- 3) Joint application of AMI Semiconductor, Inc. and Indigo Systems, Inc.
- 4) Original assignment to Dspfactory, Ltd.–Now assigned to AMI Semiconductor, Inc.
- 5) Joint application with Matsushita Electric Works, Ltd.

OWNED U.S. TRADEMARK/TRADE NAMES

U.S. Trademark Registrations

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	See attached.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

U.S. Trademark Applications

AMI Acquisition LLC:	None.
AMI Acquisition II LLC:	None.
AMI Semiconductor, Inc.:	See attached.
AMIS Foreign Holdings Inc.:	None.
AMIS Holdings, Inc.:	None.

Trademark Registrations

Title	Classes	Registration Number	Registration Date	Notes
A/M/I	9,16,41	1027247	16-Dec-75	
A2SI (Stylized)	9	2435949	1-Sep-99	
FPGASIC	41	2336895	28-Mar-00	
NETRANS	42	1927294	17-Oct-95	
NETRANSPLUS	42	1922632	26-Sep-95	
XPRESSARRAY	9	2893608	12-Oct-04	
AMI SEMICONDUCTOR	9, 16, 42	2795364	16-Dec-03	
AMIS (Stylized)	9, 16, 42	2795363	16-Dec-03	
BELASIGNA	9	2861025	6-Jul-04	1
DSPFACTORY	9, 42	2523822	1-Jan-02	1
ORELA	9	2897790	26-Oct-04	1
SIGNAKLARA	9	2810053	3-Feb-04	1

1) Original assignment to Dspfactory, Ltd.—Now assigned to AMI Semiconductor, Inc.

Trademark Applications

Title	Classes	Application Number	Application Date
ASTRIC (Stylized)	9	78/134,399	10-Jun-02
FREEPROM	9	78490608	28-Sep-04
XPRESS ARRAY (Stylized)	9	78/321667	31-Oct-03

SCHEDULE IV COMMERCIAL TORT CLAIMS

COMMERCIAL TORT CLAIMS

None.

SUPPLEMENT NO. [●] (this "*Supplement*") dated as of [●], to the Guarantee and Collateral Agreement dated as of April 1, 2005 (the "*Guarantee and Collateral Agreement*"), among AMI SEMICONDUCTOR, INC., a Delaware corporation (the "*Borrower*"), AMIS HOLDINGS, INC., a Delaware corporation ("*Holdings*"), each Subsidiary of the Borrower from time to time party thereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors, the Borrower and Holdings are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON (together with its affiliates, "*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined therein).

A. Reference is made to the Credit Agreement dated as of April 1, 2005 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Holdings, the Borrower, the lenders from time to time party thereto (the "*Lenders*"), and CSFB, as administrative agent for the Lenders and as Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement.

C. The Grantors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.16 of the Guarantee and Collateral Agreement provides that additional Subsidiaries of the Borrower may become Subsidiary Guarantors and Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Subsidiary*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor and a Grantor under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Guarantor and a Grantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Guarantor and a Grantor

and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Subsidiary Guarantor and a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Subsidiary Guarantor and a Grantor thereunder are true and correct in all material respects on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of the New Subsidiary. Each reference to a "Subsidiary Guarantor" or a "Grantor" in the Guarantee and Collateral Agreement shall be deemed to include the New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Subsidiary and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of (i) any and all Pledged Securities now owned by the New Subsidiary and (ii) any and all Intellectual Property that constitutes United States registered Copyrights, Patents or Trademarks (or Licenses therefor), now owned by the New Subsidiary and (b) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary and its jurisdiction of organization.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall (except as otherwise expressly permitted by the Guarantee and Collateral Agreement) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to the New Subsidiary shall be given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Subsidiary and the Collateral Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY]

By

Name:
Title:
Address:
Legal Name:
Jurisdiction of Formation:

CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, as Collateral Agent,

By

Name:
Title:

By

Name:
Title:

Collateral of the New Subsidiary

EQUITY INTERESTS

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interests</u>	<u>Percentage of Equity Interests</u>
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PLEGGED DEBT SECURITIES

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
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INTELLECTUAL PROPERTY

PERFECTION CERTIFICATE

Reference is made to the Credit Agreement dated as of April __, 2005 (the “**Credit Agreement**”), among AMI Semiconductor, Inc., a Delaware corporation (the “**Borrower**”), AMIS Holdings, Inc., a Delaware corporation (“**Holdings**”), the lenders from time to time party thereto (the “**Lenders**”) and Credit Suisse First Boston, as administrative agent and collateral agent (in such latter capacity, the “**Collateral Agent**”). Terms used but not defined herein have the meanings assigned in the Credit Agreement or the Guarantee and Collateral Agreement referred to therein, as applicable.

The undersigned, a duly authorized Financial Officer of the Borrower, hereby certifies to the Collateral Agent and each other Secured Party as follows:

1. *Names.*

(a) The exact legal name of each Grantor, as such name appears in its respective certificate of incorporation or formation, is as follows:

(b) Set forth below is each other legal name each Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth below, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of organization. If any such change has occurred, include below the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the organizational identification number, if any, issued by the jurisdiction of formation of each Grantor that is a registered organization:

(f) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

2. *Current Locations.*

(a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable or General Intangibles (with each location at which Chattel Paper, if any, is kept being indicated by an “*”):

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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[•]

(c) The jurisdiction of formation of each Grantor that is a registered organization is set forth opposite its name below:

<u>Grantor</u>	<u>Jurisdiction</u>
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(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any material amount of Inventory or Equipment or other material amount of Collateral not identified above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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[•]

(e) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a), (b), (c) or (d) above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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[•]

(f) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any material portion of the Collateral of such Grantor:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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[•]

3. *Unusual Transactions.* All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. *File Search Reports.* File search reports have been obtained from each Uniform Commercial Code filing office in the jurisdiction in which each Grantor is located as set forth with respect to such Grantor in Section 2(d) hereof, to the extent requested by the Collateral Agent, and such search reports reflect no Liens against any of the Collateral other than those permitted under the Credit Agreement.

5. *UCC Filings.* Uniform Commercial Code financing statements in substantially the form of Schedule 5 hereto have been prepared for filing in the proper Uniform Commercial Code filing office in the jurisdiction in which each Grantor is located as set forth with respect to such Grantor in Section 2(d) hereof.

6. *Schedule of Filings.* Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Filing Fees.* All filing fees and taxes payable in connection with the filings described in Section 5 above will be paid upon filing.

8. *Stock Ownership and Other Equity Interests.* Attached hereto as Schedule 8 is a true and correct list of all Subsidiaries and the percentage ownership interest of Holdings, the Borrower, or another Subsidiary therein.

9. *Debt Instruments.* Attached hereto as Schedule 9 is a true and correct list of all promissory notes and all other evidence of indebtedness held by Holdings, the Borrower and each Subsidiary that are required to be pledged under the Pledge Agreement, including all intercompany notes between Holdings and each Subsidiary of Holdings and between each Subsidiary of Holdings and each other such Subsidiary.

10. *Mortgage Filings.* Attached hereto as Schedule 10 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

11. *Intellectual Property.* Attached hereto as Schedule 11(A) in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each Grantor's United States registered Patents (and all applications therefor), Patent Licenses that constitute Licenses, Trademarks (and all applications therefor) and Trademark Licenses that constitute Licenses, including, as applicable, the name of the registered owner, the registration number, class and issue date of each such Patent, Patent License, Trademark and Trademark License owned by such Grantor. Attached hereto as Schedule 11(B) in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Grantor's United States registered Copyrights (and all applications therefor) and Copyright Licenses that constitute Licenses, including the name of the registered owner and the registration number of each such Copyright or Copyright License owned by such Grantor.

12. *Commercial Tort Claims.* Attached hereto as Schedule 12 is a true and correct list of all Commercial Tort Claims held by any Grantor, including a brief description thereof.

13. *Deposit Accounts.* Attached hereto as Schedule 13 is a true and correct list of deposit accounts maintained by each Grantor, including the name and address of the depository institution, the type of account, and the account number.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on this __th day of April, 2005.

AMI SEMICONDUCTOR, INC.

By: _____
Name: David A. Henry
Title: Senior Vice President and
Chief Financial Officer