

09-06-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office



102996851

To the Director of the U. S. Patent and Trademark Office

is or the new address(es) below.

1. Name of conveying party(ies):
IC MEDIA CORPORATION

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: CALIFORNIA

☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s): May 31, 2005

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: UBS AG, STAMFORD BRANCH

Internal

Address:

Street Address: 655 Washington Boulevard, 6-South

City: Stamford

State: CT

Country: US

Zip: 06901

☐ Association ☐ General Partnership ☐ Limited Partnership

Citizenship

Citizenship

Citizenship

☒ Corporation ☐ Other

Citizenship: SWITZERLAND

Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/480,479 78/480,497
78/480,486 78/480,501
78/480,489
78/480,493

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elizabeth J. Burns

Internal Address: LATHAM & WATKINS LLP

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL

Zip: 60606

Phone Number: (312) 876-7629

Fax Number: (312) 993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 165.00

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers:

Expiration Date:

b. Deposit Account Number:

Authorized User Name:

9. Signature:

Elizabeth J. Burns

September 1, 2005

Signature

Date

09/08/2005 DBYRNE 00000003-78480479

Elizabeth J. Burns

Name of person Signing

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

6

01 FC:8521
02 FC:8522
03 FC:8523

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003155 FRAME: 0901

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2005, by IC Media Corporation, a California corporation ("Grantor"), in favor of UBS AG, Stamford Branch, in its capacity as Collateral Agent for the Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the December 23, 2004 (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented, or otherwise modified, the "Credit Agreement") by and among Magnachip Semiconductor S.A., a *société anonyme*, organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 10, rue de Vianden, L-2680 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of commerce and companies under the number B 97,483, Magnachip Semiconductor Finance Company, a Delaware corporation (collectively, "Borrowers"), Magnachip Semiconductor LLC, a Delaware limited liability company, the Subsidiary Guarantors listed on the signature pages thereto, the Lenders, UBS Securities LLC, as lead arranger, as documentation agent and as syndication agent, UBS Loan Finance LLC, as swingline lender, and Korea Exchange Bank, as issuing bank, UBS AG, Stamford Branch, as administrative agent (in such capacity, "Administrative Agent") for the Lenders and as collateral agent (the "Collateral Agent") for the Secured Parties and the Issuing Bank, Lenders have agreed to make the Loans and the Issuing Bank has agreed to issue Letters of Credit for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, the Administrative Agent, the Collateral Agent and Lenders are willing to make the Loans and the Issuing Bank is willing to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor authorized the Collateral Agent to file filings with the United States Patent and Trademark Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor thereunder, without the signature of Grantor, naming Grantor, as debtor, and the Collateral Agent, as secured party;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.
Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, as security for the Secured Obligations, what is intended to be a first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), except to the extent such a security interest is prohibited without the consent of third party or would otherwise result in loss by any Loan Party of any material rights therein:

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

IC MEDIA CORPORATION

By: 
Name: ERIC R WILLIAMS
Title: PRESIDENT + CEO

[Signature Page to Trademark Security Agreement]

CH\761756.1

TRADEMARK
REEL: 003155 FRAME: 0904

ACCEPTED AND ACKNOWLEDGED BY:

UBS AG, STAMFORD BRANCH, as
Collateral Agent


By: 

Name: Wilfred V. Sain

Title: Director

Banking Products

Services, US

By: 

Name: Joselin Fernandes

Title: Associate Director

Banking Products

Services, US

[Signature Page to Trademark Security Agreement]

1056472.2.PHI_BUSTAX_01 5/16/05 5:37 PM

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

U.S. Trademark Application Number	Trademark
78/480,479	IC Media (and Design)
78/480,486	SapphirePixel Technology
78/480,489	EmeraldPixel Technology
78/480,493	DiamondPixel Technology
78/480,497	RubyPixel Technology
78/480,501	TopazPixel Technology

The following is a list of Trademark Licenses:

Distributor Agreement, dated as of February 9, 2001, between IC Media Corporation and Universe Electron Corporation

Distributor Agreement, dated as of January 15, 2003, between IC Media Corporation and Vitec Ltd

Joint Marketing Agreement, dated as of March 1, 2005, between the Company and Pluschip Inc.

Joint Marketing Agreement, dated as of November 24, 2004, between the Company and Empia Inc.

Joint Marketing Agreement, dated as of December 2, 2004, between the Company and Seiko Epson Corporation.

Joint Marketing Agreement, dated as of November 24, 2004, between the Company and Mtekvision Corporation.

1056472.2.PHI_BUSTAX_01 5/12/05 3:36 PM

RECORDED: 09/06/2005

TRADEMARK
REEL: 003155 FRAME: 0906