

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pemstar Inc.		07/03/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wachovia Capital Finance Corporation (Central), as Agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2429792	PACIFIC CONSULTANTS	
Registration Number:	2431385	PACIFIC CONSULTANTS LLC	
Serial Number:	78536609	TURTLE MOUNTAIN	
Serial Number:	78536610	TURTLE MOUNTAIN	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	363047		
NAME OF SUBMITTER:	Oleh Hereliuk		

CH \$115.00 2429792

Signature:	/oh/
Date:	07/17/2006
<p>Total Attachments: 12 source=363047#page1.tif source=363047#page2.tif source=363047#page3.tif source=363047#page4.tif source=363047#page5.tif source=363047#page6.tif source=363047#page7.tif source=363047#page8.tif source=363047#page9.tif source=363047#page10.tif source=363047#page11.tif source=363047#page12.tif</p>	

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

PEMSTAR Inc.
3535 Technology Drive NW
Rochester, MN 55901

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

Citizenship (see guidelines) Minnesota
Execution Date(s) July 3, 2006

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Name: Wachovia Capital Finance Corporation (Central), as Agent

Internal Address: _____

Street Address: 150 South Wacker Drive

City: Chicago

State: IL

Country: USA

Zip: 60606

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Illinois
- Other 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) 78536609, 78536610

B. Trademark Registration No.(s) 2429792, 2431385

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: Evan M. Friedman

Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-661-9100 X 735

Fax Number: 917-368-7149

Email Address: efriedman@oshr.com

6. Total number of applications and registrations involved:

4

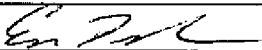
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- 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:



Signature

7-7-06

Date

Evan M. Friedman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION

SUPPLEMENTAL TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated July 3, 2006, is by and between PEMSTAR Inc., a Minnesota corporation ("Debtor"), and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL) formerly known as Congress Financial Corporation (Central), an Illinois corporation, in its capacity as administrative and collateral agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity, "Secured Party").

W I T N E S S E T H :

WHEREAS, Debtor, Secured Party and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) has made and may make loans and advances and provide other financial accommodations to Debtor as set forth in the Amended and Restated Loan and Security Agreement, dated July 3, 2006, by and among Debtor, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, pursuant to the Trademark Collateral Assignment and Security Agreement, dated April 25, 2003, by and between Debtor and Secured Party (the "Existing Trademark Agreement"), Debtor granted to Secured Party a valid first priority security interest in all of Debtor's then existing or thereafter acquired trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and all other Collateral, including, but not limited to, all of the foregoing described in Exhibit A to the Existing Trademark Agreement;

WHEREAS, Debtor, in addition to being the owner of the entire right, title and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A to the Existing Trademark Agreement, has also adopted, used and is using, and is also the owner of the entire right, title, and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A hereto and made a part hereof (collectively, the "New Trademarks");

WHEREAS, in order to induce Secured Party and Lenders to continue to make loans and advances and provide other financial accommodations to Debtor pursuant to the Financing Agreements, Debtor hereby acknowledges and reaffirms the security interests heretofore granted by Debtor to Secured Party pursuant to the Existing Trademark Agreement and, as a supplement thereto has agreed to confirm the grant to Secured Party of certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest.

(a) In addition, and not in limitation, of the security interests and other interests granted to Secured Party pursuant to the Existing Trademark Agreement, as collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party (for itself and the benefit of Lenders) a continuing security interest in and a general lien upon, and a conditional assignment, and hereby confirms, reaffirms and restates the prior grant thereof to Secured Party pursuant to the Existing Trademark Agreement, of the following (being collectively referred to herein as the "Collateral"): (i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (A) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (B) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (iii) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

(b) The foregoing is to confirm and restate the grant to Secured Party of the security interest in and general lien upon, and collateral assignment of, the New Trademarks and related assets as described above (collectively, together with the New Trademarks, the "Additional Collateral").

2. Obligations Secured.

The security interest, lien and other interests granted and confirmed, reaffirmed and restated pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or any Lender, and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, to the extent arising under this Agreement, the Loan Agreement, or the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement, or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. Representations, Warranties and Covenants. Each of the representations, warranties and covenants set forth in the Existing Trademark Agreement are deemed to be restated herein and a part hereof and shall apply to the Additional Collateral granted herein with the same force and effect as the Trademarks and other assets constituting Collateral described in the Existing Trademark Agreement.

4. Exhibits. Exhibit A to the Existing Trademark Agreement is hereby amended to include the information set forth on Exhibit A hereto and the Trademarks listed on Exhibit A hereto are deemed to be included within the definition of Trademarks set forth in the Existing Trademark Agreement.

5. Special Power of Attorney. Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder upon the occurrence of an Event of Default (as defined in the Existing Trademark Agreement) and for so long as same is continuing.

6. Miscellaneous.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Illinois.

(b) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(c) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party and Debtor. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier or other electronic method of transmission with the same force and effect as if it were as a manually executed and delivered counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

PEMSTAR INC.

By: *Greg A. De*

Title: *EOB & CFO*

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

PEMSTAR INC.

By: _____

Title: _____

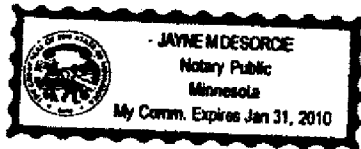
WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Agent

By: Brian Adams

Title: Vice-President

STATE OF Minnesota)
) ss.:
COUNTY OF Olmsted)

On the 30 day of June, 2006, before me personally came
Greg S. Lea, to me known, who being by me duly sworn, did
depose, acknowledge and say that he/she is the EVP & CFO of PEMSTAR
INC., the corporation which executed the foregoing instrument and that he/she signed
his/her name thereto by order of the board of directors of such corporation.



Jayme M. Desorche
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of June, 2006, before me personally came
_____, to me known, who, being duly sworn, did depose and
say, that he/she is the _____ of WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), the corporation described in and which executed the
foregoing instrument; and that he/she signed his/her name thereto by order of the Board
of Directors of said corporation.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.:

On the ___ day of June, 2006, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of PEMSTAR INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

Notary Public

STATE OF IL)
COUNTY OF COOK) ss.:

On this 29th day of June, 2006, before me personally came Brian Hynes, to me known, who, being duly sworn, did depose and say, that he/she is the VP of WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

[Signature]
Notary Public

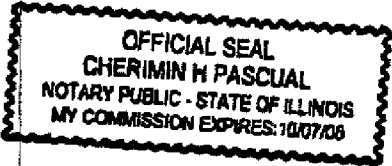


EXHIBIT A
TO
SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY
AGREEMENT

Trademark Application No.	Trademark Registration No.
78536609	2429792
78536610	2431385

EXHIBIT B
TO
SUPPLEMENTAL TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF MINNESOTA)
) ss.:
COUNTY OF OLMSTED)

KNOW ALL MEN BY THESE PRESENTS, that PEMSTAR INC. ("Debtor"), having an office at 3535 Technology Drive N.W., Rochester, Minnesota 55901, hereby appoints and constitutes, severally, WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

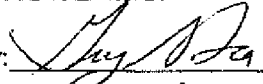
1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Supplemental Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: June 30, 2006

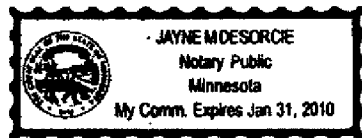
PEMSTAR INC.

By: 

Title: EVP & CFO

STATE OF MINNESOTA)
) ss.:
COUNTY OF OLMSTED)

On the 30th day of June, 2006, before me personally came Greg S. Lea, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the EVP & CFO of PEMSTAR INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.



Jayne M. R.
Notary Public