

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
Nippon Conlux Co., Ltd.		07/18/2006	CORPORATION: JAPAN
RECEIVING PARTY DATA			
Name:	Citibank, N.A., Tokyo Branch		
Street Address:	Akasaka Park Building 5F, 2-20 Akasaka 5-chome		
City:	Minato-ku, Tokyo		
State/Country:	JAPAN		
Postal Code:	107-6105		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1565571	CONLUX	
Registration Number:	1805826	CONLUX	
Registration Number:	2072910	CONLUX	
Registration Number:	2082669	CONLUX	
CORRESPONDENCE DATA			
Fax Number:	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-878-8000		
Email:	trademark.group@cliffordchance.com		
Correspondent Name:	Steven T. Shelton		
Address Line 1:	31 West 52nd Street		
Address Line 2:	Clifford Chance US LLP		
Address Line 4:	New York, NEW YORK 10019-6131		
ATTORNEY DOCKET NUMBER:	100534-00290		
DOMESTIC REPRESENTATIVE			

CH \$115.00 1565571

Name: Steven T. Shelton
Address Line 1: 31 West 52nd Street
Address Line 2: Clifford Chance US LLP
Address Line 4: New York, NEW YORK 10019-6131

NAME OF SUBMITTER:	Steven T. Shelton
Signature:	/Steven T. Shelton/
Date:	07/19/2006

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated July [18], 2006 is made by Nippon Conlux Co., Ltd. (the "Grantor") in favor of Citibank, N.A., Tokyo Branch, as Security Agent (the "Security Agent") for the Secured Parties (as defined in the Security Agency Agreement referred to below).

WHEREAS, the Grantor has entered into a Senior Facility Agreement dated as of June 16, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), with, among others, Holdings, MEI Conlux Holdings (Japan) Inc., AP6 Co., Ltd., the other Grantors party thereto, the Lenders and the Agents party thereto.

WHEREAS, AP6 Co., Ltd has entered into a Mezzanine Facility Agreement dated as of June 16, 2006 (said Mezzanine Facility Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Mezzanine Facility Agreement") with, among others, MEI Conlux Holdings (Japan) Inc., the other Grantors party thereto, the Lenders and Agents party thereto.

WHEREAS, the Grantor has entered into a Security Agency Agreement dated as of June 16, 2006 (said Security Agency Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agency Agreement") with, among others, the Security Agent and other Agents and Lenders party thereto.

WHEREAS, as a condition subsequent to the making of Loans (as such term is defined in the Facility Agreement) by the Lenders under the Facility Agreement and Loans (as such term is defined in the Mezzanine Facility Agreement) under the Mezzanine Facility Agreement and the entry into Hedging Agreements by the Hedge Counterparties from time to time Grantor has executed and delivered that certain Foreign Security Agreement dated as of June 19, 2006 made by the Grantor to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined or used in the Security Agreement and not otherwise defined herein are used herein as defined or used in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with appropriate governmental authorities in the Required IP Jurisdictions.

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

Section 1. Grant of Security. Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a continuing security interest in all of Grantor's right, title and interest in and to the following (collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark);

(ii) each exclusive Trademark license to which the Grantor is a party referred to in

Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed by Grantor pursuant thereto;

(iii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

(v) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all United States Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Facility Agreement, the Mezzanine Facility Agreement or the Security Agreement, Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations.

Section 4. Recordation. Grantor authorizes and requests that all applicable government officers and authorities record this Trademark Security Agreement. For this purpose, any holder of a copy of the present Trademark Security Agreement is granted the necessary power to proceed with said recordals in the name of the Security Agent. The costs of such recordals will be born by the Grantor.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in two counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the IP Jurisdictions. The security interest granted hereby has been granted to the Security Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Security Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow.]

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

Nippon Conlux Co., Ltd

Name: Toshiyuki Nobe



Title: Representative Director


Address for Notices:

5-3-8 Chiyoda, Sakado-shi, Saitama, Japan

Accepted:

CITIBANK, N.A., TOKYO BRANCH
Security Agent

By: _____

Name:  Hirofumi Imaji

Title: Vice President and Director

Address for Notices:
Address: Akasaka Park Building, 5-2-20, Akasaka
Minato-ku
Tokyo 107-6105
Japan
Fax: +81 (0)3 3560 9390
Attention: Global Loans Capital Markets

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
CONLUX	1565571	14-Nov-1989
CONLUX	1805826	23-Nov-1993
CONLUX (logo)	2072910	24-Jun-1997
CONLUX (logo)	2082669	29-Jul-1997

TRADEMARK APPLICATIONS

None.
