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
DYNAMIC DETAILS, INCORPORATED		03/30/2007	CORPORATION: CALIFORNIA
DYNAMIC DETAILS INCORPORATED, VIRGINIA		03/30/2007	CORPORATION: DELAWARE
DYNAMIC DETAILS INCORPORATED, SILICON VALLEY		03/30/2007	CORPORATION: DELAWARE
DDi SALES CORP		03/30/2007	CORPORATION: DELAWARE
SOVEREIGN CIRCUITS, INC.		03/30/2007	CORPORATION: OHIO
SOVEREIGN FLEX PRODUCTS LLC		03/30/2007	LIMITED LIABILITY COMPANY: OHIO
LAMINATE TECHNOLOGY CORP.		03/30/2007	CORPORATION: DELAWARE
DYNAMIC DETAILS INCORPORATED, COLORADO SPRINGS		03/30/2007	CORPORATION: COLORADO
DYNAMIC DETAILS TEXAS, LLC		03/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
DDI-TEXAS INTERMEDIATE PARTNERS II, L.L.C.		03/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
DDI-TEXAS INTERMEDIATE HOLDINGS II, L.L.C.		03/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
DYNAMIC DETAILS, L.P.		03/30/2007	LIMITED PARTNERSHIP: DELAWARE

### **RECEIVING PARTY DATA**

900073739

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Agent	
Street Address:	299 Park Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10171	
Entity Type:	CORPORATION: DELAWARE	

**TRADEMARK** 

**REEL: 003516 FRAME: 0424** 

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2409371	DYNAMIC DETAILS
Registration Number:	2517988	DYNAMIC DETAILS
Registration Number:	2370315	DDI
Registration Number:	2409942	DDI

#### **CORRESPONDENCE DATA**

Fax Number: (415)591-1400

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

Email: ggillen@winston.com

Correspondent Name: Winston & Strawn LLP

Address Line 1: 101 California Street, Suite 3900

Address Line 2: Attn: Grace Gillen

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250022.179
NAME OF SUBMITTER:	Kwesi Baiden
Signature:	/Kwesi Baiden/
Date:	04/05/2007

**Total Attachments: 8** 

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# AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of March 30, 2007, is made by DYNAMIC DETAILS, INCORPORATED, a California corporation ("Details"), DYNAMIC DETAILS INCORPORATED, VIRGINIA, a Delaware corporation ("Virginia"), DYNAMIC DETAILS INCORPORATED, SILICON VALLEY, a Delaware corporation ("Valley"), DDI SALES CORP., a Delaware corporation ("Sales"), SOVEREIGN CIRCUITS, INC., an Ohio corporation ("Sovereign Inc.") and SOVEREIGN FLEX PRODUCTS LLC, an Ohio limited liability company ("Sovereign Flex" and together with Sovereign Inc., Details, Virginia, Valley and Sales are sometimes collectively referred to herein as "Borrowers"), LAMINATE TECHNOLOGY CORP., a Delaware corporation ("Laminate" and together with Details, Virginia and Valley, are sometimes collectively referred to herein as "Original Borrowers"), DYNAMIC DETAILS INCORPORATED, COLORADO SPRINGS, a Colorado corporation ("Colorado"), DYNAMIC DETAILS TEXAS, LLC, a Delaware limited liability company ("Texas"), DDI-TEXAS INTERMEDIATE PARTNERS II, L.L.C., a Delaware limited liability company ("DTIP"), DDI-TEXAS INTERMEDIATE HOLDINGS II, L.L.C., a Delaware limited liability company ("DTIH"), DYNAMIC DETAILS, L.P., a Delaware limited partnership ("DDLP" and together with Laminate, Colorado, Texas, DTIP and DTIH are sometimes collectively referred to herein as "Guarantors" and individually as a "Guarantor"), (Borrowers and Guarantors are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

#### **RECITALS**

- A. Borrowers, Guarantors, and certain affiliates, Agent and Lenders are parties to that certain Amended and Restated Credit Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the "Credit Agreement") dated as of even date herewith, which Credit Agreement amends and restates in its entirety the Credit Agreement (as amended) (the "Original Credit Agreement" dated as of March 30, 2004 and entered into by and among the Original Borrowers, Guarantors, Agent and Lenders (the "Loan Parties").
- B. Pursuant to the Credit Agreement, Lenders have agreed to extend certain additional financial accommodations to or for the direct or indirect benefit of Grantors and to maintain and make Loans under the Original Credit Agreement.
- C. In order to induce Agent and Lenders to enter into the Credit Agreement and to secure the Obligations of each Grantor, Grantors have agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Amended and Restated Security Agreement of even date herewith made by Grantors in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").
- D. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Agreement and pursuant thereto to amend and restate in its entirety and continue the effectiveness of the Patent, Trademark and Copyright Security Agreement dated as of March 30, 2004 (the "Original IP Security

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Agreement") and entered into by the Loan Parties to secure the Obligations (as defined in the Original Credit Agreement). These recitals shall be construed as part of this Agreement.

#### **AGREEMENT**

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, each Grantor and Agent hereby agree as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in <u>Annex A</u> to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.
- 2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and Lenders and each Grantor hereby confirms the existing and continuing grant, conveyance, mortgage, pledge, hypothecation and transfer to Agent, for the benefit of Agent and Lenders of, a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):
  - (a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to <u>Schedule I</u> hereto;
  - (b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
  - (c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
    - (d) all reissues, continuations or extensions of the foregoing;
  - (e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and
  - (f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the

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goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. <u>Security Agreement</u>. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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.

#### 4. Amendment And Restatement; Reaffirmation.

- (a) Effective as of the date of this Agreement (the "Restatement Date"), the Original IP Security Agreement is hereby amended, restated and superseded in its entirety. The parties hereto acknowledge and agree that (i) this Agreement executed and delivered in connection with the Credit Agreement and the other Loan Documents does not constitute a novation, payment or termination of the "Obligations" (as defined in the Original IP Security Agreement) under the Original IP Security Agreement as in effect prior to the Restatement Date; (ii) such "Obligations" are in all respects continuing with only the terms thereof being modified as provided in the Credit Agreement; (iii) the grant of security interest in and lien on the Collateral as granted under the Original IP Security Agreement securing payment of such "Obligations" is in all respects continuing and in full force and the Collateral secures the payment of the Obligations (as defined in this Agreement) and such grant is hereby fully ratified and affirmed; and (iv) upon the effectiveness of this Agreement, all "Obligations" referred to in the Original IP Security Agreement immediately before the effectiveness of this Agreement will be part of the Obligations (as defined in this Agreement) on the terms and conditions set forth in this Agreement. Without limitation of the foregoing, each Grantor hereby fully and unconditionally ratifies and affirms the Original IP Security Agreement and agrees that all the Collateral granted thereunder shall from and after the date hereof secure all the Obligations (as defined in this Agreement).
- (b) Notwithstanding the modifications effected by this Agreement of the representations, warranties and covenants of any Grantor contained in the Original IP Security Agreement, each Grantor acknowledges and agrees that any causes of action or other rights created in favor of Agent and Lenders and their respective successors arising out of the representations and warranties of such Grantor contained in or delivered in connection with the Original IP Security Agreement or any other Loan Document executed in connection therewith shall survive the execution and delivery of this Agreement.
- (c) All indemnification obligations of the Grantors arising under the Original IP Security Agreement (including any arising from a breach of the representations thereunder) shall survive the amendment and restatement of the Original IP Security Agreement.

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IN WITNESS WHEREOF, this Patent, Trademark and Copyright Security Agreement has been duly executed by each of the undersigned on behalf of the listed entity or entities above the signature of such undersigned as of the date first written above.

"Grantors"

DYNAMIC DETAILS, INCORPORATED

DYNAMIC DETAILS, INCORPORATED, VIRGINIA

DYNAMIC DETAILS INCORPORATED, SILICON VALLEY

SOVEREIGN CIRCUITS, INC.

DDi SALES CORP.

Name: Sally L. Goff

Title: Vice President & Chief Financial Officer

SOVEREIGN FLEX PRODUCTS LLC

By:

Sovereign Circuits, Inc.,

its sole member

Name: Sally L. Goff

Title: Vice President & Chief Financial Officer

DYNAMIC DETAILS INCORPORATED, COLORADO SPRINGS

LAMINATE TECHNOLOGY CORP.

By: Sally I

Name: Sally L. Goff

Title: Vice President & Chief Financial Officer

SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT

#### DDi-TEXAS INTERMEDIATE PARTNERS II, L.L.C.

By: Dynamic Details Texas, LLC, its manager

By: Dynamic Details, Incorporated,

its manager

By:

Sally L. Goff

Vice President & Chief Financial Officer

#### DDi-TEXAS INTERMEDIATE HOLDINGS II, L.L.C.

By: Dynamic Details Texas, LLC, its manager

By: Dynamic Details, Incorporated,

its manager

By:

Sally L. Goff

Vice President & Chief Financial Officer

# DYNAMIC DETAILS, L.P.

By: DDi-Texas Intermediate Partners II, L.L.C.,

its general partner

By: Dynamic Details Texas, LLC, its manager

By: Dynamic Details, Incorporated,

its manager

By:

Sally L. Goff

Vice President & Chief Financial Officer

#### DYNAMIC DETAILS TEXAS, LLC

By: Dynamic Details, Incorporated,

its manager,

By:

Sally L. Goff

Vice President & Chief Financial Officer

SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT

Agreed and Acknowledged by:

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

Name: Philip Carfora

Duly Authorized Signatory

SIGNATURE PAGE TO AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT

#### **SCHEDULE I**

to

# PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

#### I. DYNAMIC DETAILS, INCORPORATED

#### A. Patents

Dynamic Details, Inc. has the following patent application: Printed Circuit Board with Stacked Microvias (App. No. 60/793,370 – USPTO)

#### B. Trademarks

- 1. Service Mark "Dynamic Details" (Reg. No. 2,409,371 USPTO).
- 2. Trademark "Dynamic Details" (Reg. No. 2,517,988 USPTO).
- 3. Trademark "Dynamic Details" (Reg. No. 1219617 European Community).
- 4. Trademark "DDi" (Reg. No. 2,370,315 USPTO).
- 5. Trademark "DDi" (and Design) (Reg. No. 1219260 European Community).
- 6. Service mark "DDi" (Reg. No. 2,409,942 USPTO).
- 7. Application for "DDI" in Canada (App. No. 2370315).
- 8. Application for "Dynamic Details Canada" in Canada (App. No. 1119581, 1119582 CDN).
- C. <u>Copyrights</u>. None.

# II. <u>DYNAMIC DETAILS, INCORPORATED, VIRGINIA</u>

- A. Patents. None
- B. Trademarks. None.
- C. Copyrights. None.

# III. DYNAMIC DETAILS INCORPORATED, SILICON VALLEY

- A. Patents. None
- B. Trademarks. None.
- C. Copyrights. None.

#### IV. LAMINATE TECHNOLOGY CORP.

- A. Patents. None
- B. Trademarks. None.
- C. Copyrights. None.

### V. <u>SOVEREIGN CIRCUITS</u>, INC.

A. Patents. None

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- B. Trademarks. None
- C. Copyrights. None

### VI. <u>SOVEREIGN FLEX PRODUCTS LLC</u>

- A. <u>Patents</u>. None
- B. Trademarks. None
- C. Copyrights. None

# VII. <u>DYNAMIC DETAILS INCORPORATED, COLORADO SPRINGS</u>

- A. <u>Patents</u>. None
- B. <u>Trademarks</u>. None.
- C. Copyrights. None.

#### VIII. DDI SALES CORP.

- A. Patents. None
- B. Trademarks. None.
- C. Copyrights. None.

### IX. DYNAMIC DETAILS TEXAS, LLC

- A. Patents. None
- B. <u>Trademarks</u>. None.
- C. Copyrights. None.

### X. <u>DDI-TEXAS INTERMEDIATE PARTNERS II, L.L.C.</u>

- A. Patents. None
- B. Trademarks. None.
- C. Copyrights. None.

# XI. <u>DDI-TEXAS INTERMEDIATE HOLDINGS II, L.L.C.</u>

- A. <u>Patents</u>. None
- B. <u>Trademarks</u>. None.
- C. Copyrights. None.

### XII. <u>DYNAMIC DETAILS, L.P.</u>

- A. <u>Patents</u>. None
- B. Trademarks. None.
- C. Copyrights. None.

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RECORDED: 04/05/2007