

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
United Test and Assembly Center Ltd.		10/30/2007	COMPANY: SINGAPORE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1111 Fannin Street		
Internal Address:	10th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2857300	UTAC	
Registration Number:	2932323	UTAC	
CORRESPONDENCE DATA			
Fax Number:	(650)251-5002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jmull@stblaw.com		
Correspondent Name:	Marcela Robledo		
Address Line 1:	2550 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509335/1129		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/J. Jason Mull/		

OP \$65.00 2857300

Date:

11/06/2007

Total Attachments: 7

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of October 30, 2007 is made by UNITED TEST AND ASSEMBLY CENTER LTD., a company organized and existing under the laws of Singapore, with registered office at 5 Serangoon North Avenue 5, Singapore 554916 (the “Chargor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 1111 Fannin Street, 10th Fl., Houston, TX 77002, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of October 30, 2007 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Global A&T Electronics Ltd., a company incorporated in the Cayman Islands with registered office at M&C Corporate Services Limited, PO Box 309GT, Umland House, South Church Street, George Town, Grand Cayman, Cayman Islands (the “Company”), and Global A&T Finco Ltd., a Delaware corporation (the “US Borrower” and together with the Company and any other Eligible Subsidiary that is designated as a Subsidiary Borrower under Section 2.16 of the Credit Agreement, the “Borrowers”), the Lenders, the Agent, and ABN AMRO Bank, N.V., as L/C Issuer and Swing Line Lender.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Chargor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Chargor has executed and delivered a Security Deed, dated as of October 30, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Deed”);

WHEREAS, pursuant to the Security Deed, the Chargor pledged and granted to the Agent for the benefit of the Agent and the Lenders, a continuing security interest in all Intellectual Property, including all of its rights in trademarks; and

WHEREAS, the Chargor has duly authorized the execution, delivery and performance of this Agreement

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Chargor pursuant to the Credit Agreement, the Chargor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Deed.

SECTION 2. Grant of Security Interest. The Chargor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Chargor's right, title and interest in, to and under the trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

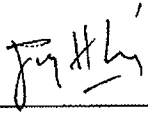
SECTION 3. Purpose. This Agreement has been executed and delivered by the Chargor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Deed and is expressly subject to the terms and conditions thereof. The Security Deed (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Chargor does hereby further acknowledge and affirm that the rights and remedies of the Lenders and the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Deed, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Deed, the terms of the Security Deed shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

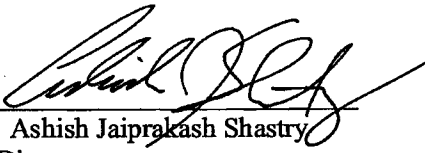
UNITED TEST AND ASSEMBLY CENTER LTD

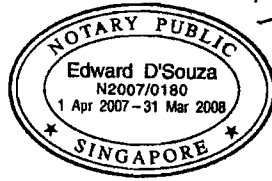
By: 
Name: James Fung Hwee Ling
Title: Director
Date:

By: _____
Name: Ashish Jaiprakash Shastry
Title: Director
Date:

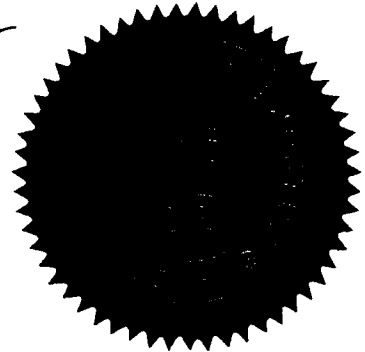
UNITED TEST AND ASSEMBLY CENTER LTD

By: _____
Name: James Fung Hwee Ling
Title: Director
Date:

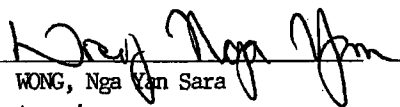
By: 
Name: Ashish Jaiprakash Shastry
Title: Director
Date: 1st November 2007








JP MORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: WONG, Nga Van Sara
Title: Associate
Date: 29th October 2007

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF People's Republic
of China) ss
COUNTY OF Hong Kong)
Special Administrative Region

On the 29th day of October, 2007, before me personally came
WONG, Nga Yan Sara, who is personally known to me to be the Associate of
JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose
and say that she/he is the Associate in such association, the association
described in and which executed the foregoing instrument; that she/he executed and delivered
said instrument pursuant to authority given by the Board of Directors of such association; and
that she/he acknowledged said instrument to be the free act and deed of said association.


SO TAT KEUNG
Notary Public
Hong Kong
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Country</u>	<u>Trademark</u>	<u>Owner</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>
USA	UTAC	United Test and Assembly Center Ltd.	76/430,869 2,857,300	July 15, 2002 June 29, 2004
USA	UTAC	United Test and Assembly Center Ltd.	76/466,455 2,932,323	November 13, 2002 March 15, 2005