

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - First Priority																											
CONVEYING PARTY DATA																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>UTAC Hong Kong Limited</td> <td></td> <td>06/04/2010</td> <td>COMPANY: HONG KONG</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	UTAC Hong Kong Limited		06/04/2010	COMPANY: HONG KONG																				
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CORRESPONDENCE DATA																												
Fax Number:	(212)455-2502																											
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																												
Phone:	(212) 455-7976																											
Email:	ksolomon@stblaw.com																											
Correspondent Name:	Mindy M. Lok, Esq.																											
Address Line 1:	Simpson Thacher & Bartlett LLP																											

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TRADEMARK
REEL: 004233 FRAME: 0922

Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509335/1129

NAME OF SUBMITTER: Mindy M. Lok

Signature: /ml/

Date: 06/29/2010

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 4, 2010 is made by UTAC Hong Kong Limited, a company incorporated under the laws of Hong Kong, located at 14/F Texaco Centre, 138 Texaco Road, Tsuen Wan, N.T., Hong Kong (the "Chargor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O Box 2558, Houston, Texas 77252, as Collateral Agent (the "Agent") for itself and the Secured Parties, 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 corporation organized and existing under the laws of the Cayman Islands and parent of Chargor (the "Borrower"), Global A&T Finco Ltd, each subsidiary borrower party thereto, each lender from time to time party thereto, ABN AMRO Bank N.V., as L/C Issuer, Swing Line Lender, initial Front Lender and Taiwan Collateral Agent and JPMorgan Chase Bank, N.A., as Administrative Agent and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Secured Parties have severally agreed to make loans and other extensions of credit to the Borrower 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 First Priority Security Deed, dated as of May 4, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "First Priority Security Deed");

WHEREAS, pursuant to the First Priority Security Deed, the Chargor pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a Security Interest in all intellectual property, including the trademarks listed on Schedule A hereto; 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 Secured Parties to make loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Chargor agrees, for the benefit of the Agent and the Secured Parties, 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 First Priority Security Deed.

SECTION 2. Grant of Security Interest. The Chargor hereby creates and grants a Security Interest in all of the Chargor's right, title and interest in, to and under its present and future trademarks, trademark applications and interests in licenses (including, without limitation,

those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, discharge and performance of all the Obligations.

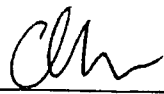
SECTION 3. Purpose. This Agreement has been executed and delivered by the Chargor for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the First Priority Security Deed and is expressly subject to the terms and conditions thereof. The First Priority Security Deed (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the Security Interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the First Priority 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 First Priority Security Deed, the terms of the First Priority 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.

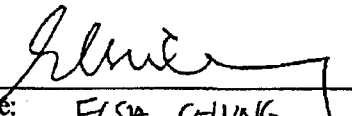
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UTAC HONG KONG LIMITED

By: 
Name: *Tan Chee Keong*
Title: *Director*
Date: *June 4, 2010*

[Trademark Agreement – Senior]

JPMORGAN CHASE BANK, N.A.
as Collateral Agent for the Secured Parties

By: 
Name: ELSA CHUNG
Title: ASSOCIATE
Date: June 4, 2010

[Trademark Agreement – Senior]

SCHEDULE A

U.S. Trademarks and Trademark Applications

Trademark Description	Registration Number	Registration Date	Application Serial No.	Filing Date
TAPP trademark (Text only)	3,288,192	09/04/2007	78/942,460	08/01/2006
TAPP trademark ("box" logo)	3,415,379	4/22/2008	77/157,419	04/16/2007
HLA trademark (Text only)	N/A	N/A	77/719,871	04/22/2009
HLA trademark (Text + logo)	N/A	N/A	77/745,935	5/27/2009
PLA trademark (Text only)	N/A	N/A	77/740,334	05/19/2009
PLA trademark (Text + logo)	N/A	N/A	77/740,336	05/19/2009
TLA trademark (Text only)	N/A	N/A	77/719,867	04/22/2009
TLA trademark (Text + logo)	N/A	N/A	77/719,872	04/22/2009

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