

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - Second Priority

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UTAC Hong Kong Limited		06/04/2010	COMPANY: HONG KONG

RECEIVING PARTY DATA

Name:	The Hongkong and Shanghai Banking Corporation Limited, as Security Agent
Street Address:	HSBC Main Building
Internal Address:	Level 30, 1 Queen's Road
City:	Central
State/Country:	HONG KONG
Entity Type:	Limited Company: HONG KONG

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3288192	TAPP
Registration Number:	3415379	
Serial Number:	77719871	HLA
Serial Number:	77745935	HLA HI-DENSITY LEADFRAME ARRAY
Serial Number:	77740334	PLA
Serial Number:	77740336	PLA POWER LEADLESS ARRAY
Serial Number:	77719867	TLA
Serial Number:	77719872	TLA THERMAL LEADLESS ARRAY

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976
 Email: ksolomon@stblaw.com
 Correspondent Name: Mindy M. Lok, Esq.
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OP \$215.00 3288192

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

ATTORNEY DOCKET NUMBER: 509335/1129

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

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 The Hongkong and Shanghai Banking Corporation Limited, a corporation with an address at HSBC Main Building, Level 30 1 Queen's Road, Central, Hong Kong, as Security Agent (the "Agent") and security trustee for itself and the Secured Parties, pursuant to the Credit Agreements dated as of October 30, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreements"), 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 lender from time to time party thereto, ABN AMRO Bank N.V. as Taiwan Collateral Agent and JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreements, 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, pursuant to the Credit Agreements, the Borrower has entered into the Indenture dated January 30, 3009 (as amended, supplemented or otherwise modified from time to time, the "Indenture") for an issue of notes between, *inter alia*, the Chargor as issuer and the Agent as indenture trustee ("Trustee");

WHEREAS, in connection with the Credit Agreements and the Indenture, the Chargor has executed and delivered a Second 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 "Second Priority Security Deed");

WHEREAS, pursuant to the Second Priority Security Deed, the Chargor pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a second priority fixed charge ranking *pari passu* with the Bridge Security 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 Agreements, 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 Agreements, the Indenture and the Second 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 Second Priority Security Deed and is expressly subject to the terms and conditions thereof. The Second 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 Agreements, the Indenture and the Second 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 Second Priority Security Deed, the terms of the Second 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.

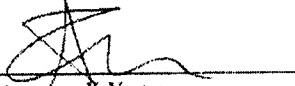
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UTAC HONG KONG LIMITED

By: 
Name: Tan Chee Keong
Title: Director
Date: May 28, 2010

[Trademark Agreement – Notes]

THE HONGKONG AND SHANGHAI BANKING
CORPORATION LIMITED

By: 
Name: Ann K Vuong
Title: V.P. 38694
Date: 4.5.10

[Trademark Agreement - Notes]

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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