

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		05/27/2010	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Magnachip Semiconductor, Ltd.		
Street Address:	215, Daesin-ro, Heungdeok-gu		
City:	Cheongju-si		
State/Country:	KOREA, REPUBLIC OF		
Postal Code:	28429		
Entity Type:	Limited Liability Company: KOREA, REPUBLIC OF		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3230625	MAGNACHIP	
CORRESPONDENCE DATA			
Fax Number:	2023153758		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-429-0020		
Email:	pto@nsiplaw.com		
Correspondent Name:	Charles Y. Park		
Address Line 1:	P.O. Box 65745		
Address Line 4:	Washington, D.C. 20035		
DOMESTIC REPRESENTATIVE			
Name:	Charles Y. Park		
Address Line 1:	P.O. Box 65745		
Address Line 4:	Washington, D.C. 20035		
NAME OF SUBMITTER:	Charles Y. Park		
SIGNATURE:	/Charles Y. Park/		
DATE SIGNED:	10/31/2019		
Total Attachments: 9			

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TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT (this "Agreement") is entered into as of this 27th day of May 2010 by and between:

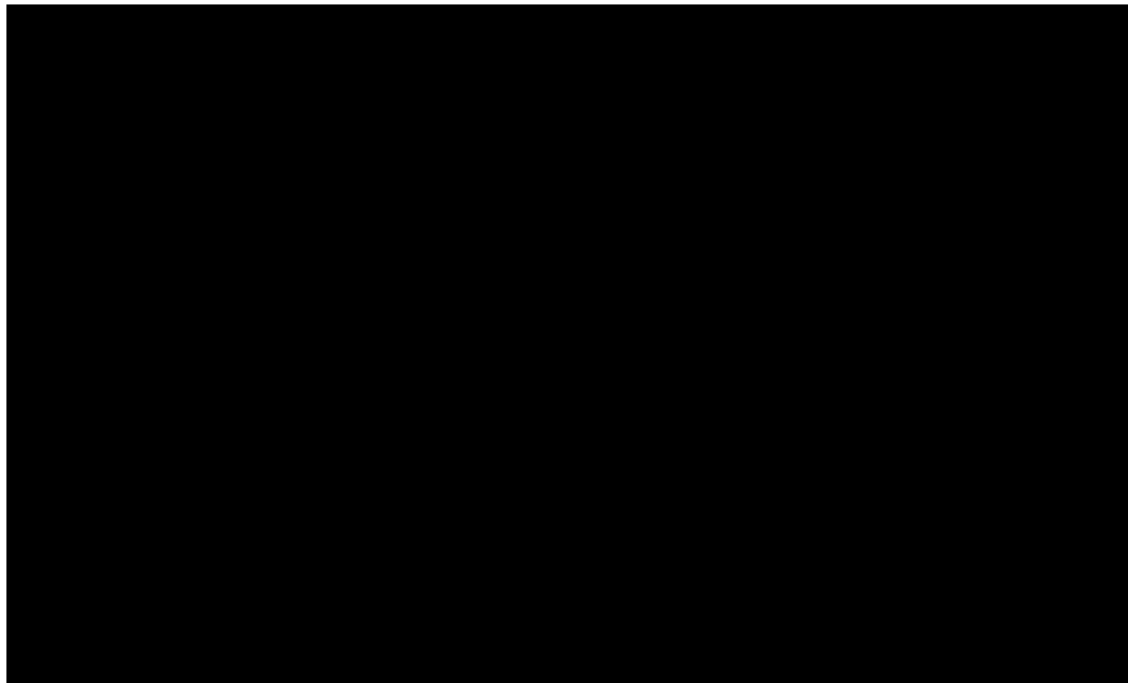
MAGNACHIP SEMICONDUCTOR LTD., a limited liability company (yuhan hoesa in Korean) duly organized and existing under the laws of the Republic of Korea ("Korea"), as mortgagor, pledgor, assignor or transferor under the Korean Security Agreements (as defined below) (in its capacity as such, "**MSK Korea**"); and

U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the federal laws of the United States of America, as Collateral Trustee, as mortgagee, pledgee, assignee or transferee under the Korean Security Agreements (as defined below) (in its capacity as such, "**US BANK NA**", which term shall include its successors in title, permitted assigns and permitted transferees).

MSK Korea and US Bank NA shall individually be referred to in this Agreement as a "**Party**" and collectively as the "**Parties**."

Unless otherwise defined herein or the context otherwise requires, words and expressions defined in the following documents shall have the same meaning when used in this Agreement:

- (1)
- (2)
- (3)
- (4)



(5) the Amended and Restated Intellectual Property Kun-Pledge Agreement dated November 6, 2009 by and between the Parties (the “**Amended and Restated Intellectual Property Kun-Pledge Agreement**”);

(6)

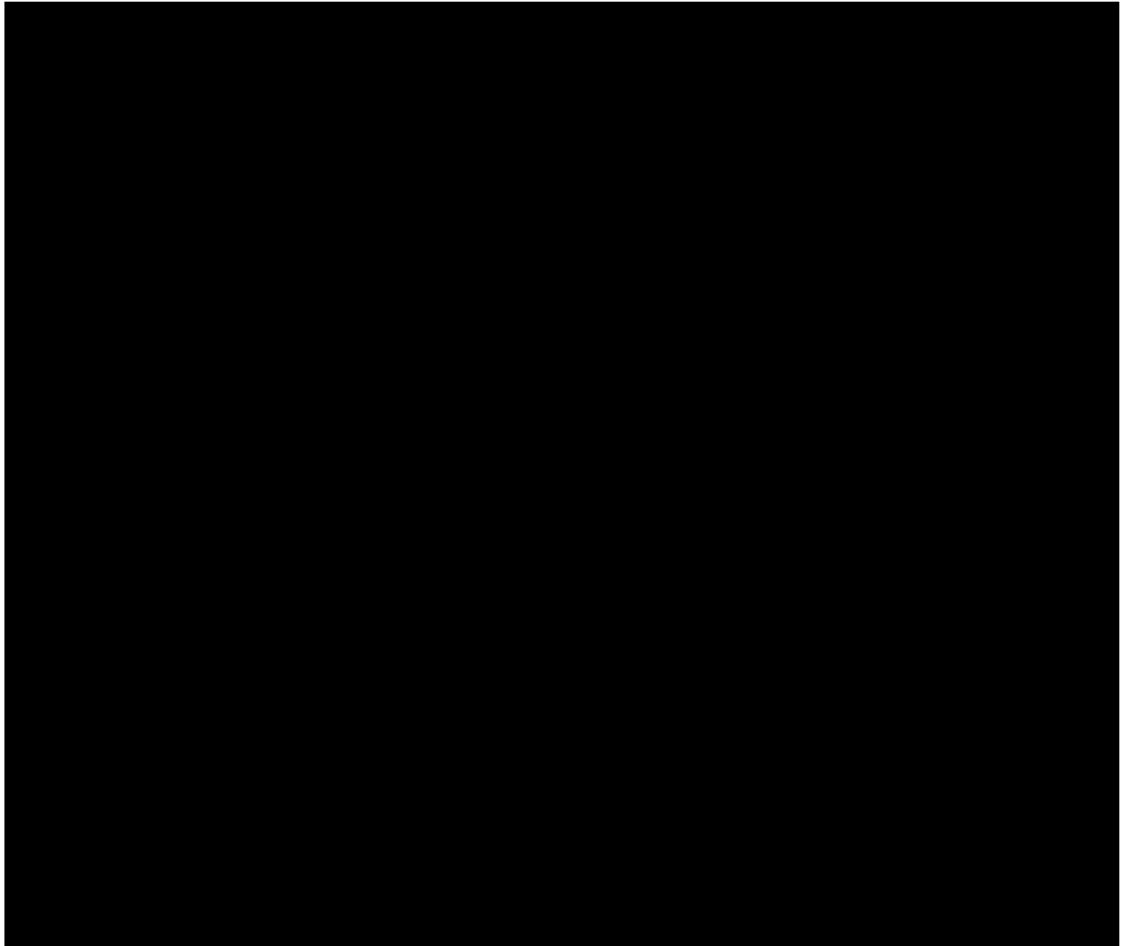
(7)

(8)

(9)

(10)

(11)



References to any agreement or document shall be construed as references to such agreement or document as varied, amended, novated or supplemented from time to time.

WITNESSETH:

WHEREAS, By the Pre-Petition Credit Agreement made by and among, inter alios, MagnaChip Semiconductor S.A. and MagnaChip Semiconductor Finance Company as borrowers (individually a “**Borrower**” and collectively, the “**Borrowers**”), the Lenders (as defined therein), UBS Securities LLC as lead arranger, documentation agent and syndication agent, Korea Exchange Bank as issuing bank and UBS AG, Stamford Branch as administrative agent and collateral agent, the Lenders have agreed, subject to and upon the terms and conditions contained

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therein, to extend credit in the form of revolving loans, swingline loans and letters of credit to or for the account of the Borrowers.

WHEREAS, [REDACTED]

WHEREAS, By that certain Subsidiary Guarantee Agreement dated as of October 23, 2004 and as amended and restated on November 6, 2009 (the "**Subsidiary Guarantee Agreement**") made by and between the Parties, MSK Korea has agreed, subject to and upon the terms and conditions contained therein, irrevocably and unconditionally to pay and perform the Guaranteed Obligations.

WHEREAS, [REDACTED]

WHEREAS, By that certain security agreement dated as of December 23, 2004 and as amended and restated on November 6, 2009 made by and among each of the Borrowers and the Collateral Agent, each of the Borrowers has agreed to provide security to secure the payment and performance in full of its obligations under the Credit Agreement.

WHEREAS, For the purposes of securing the Secured Obligations of MSK Korea from time to time owing to the Guarantee under the Subsidiary Guarantee Agreement, MSK Korea has agreed to (i) [REDACTED] (ii) establish the Kun-Pledge over the Pledged Property, the Accounts and the Shares, (iii) [REDACTED] (iv) [REDACTED]

WHEREAS, The Borrowers and the Lenders have agreed in a letter dated April 9 (the "**Payoff Letter**") that upon payment of the sum of [REDACTED] (the "**Payoff Amount**") by the Borrowers (if payment is made after this time, the Payoff Amount shall increase by [REDACTED] for each additional day until Administrative Agent receives payment in accordance with the Payoff Letter) to the Administrative Agent at or before 5:00 p.m., New York time, on April 9, 2010, there will exist no further indebtedness or other liability of any Borrower or any Guarantor (including MSK Korea) under any Loan Document for any amounts payable with respect thereto.

WHEREAS, The Borrowers and the Lenders further agreed in the Payoff Letter that

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upon payment of the Payoff Amount, any and all Liens in favor of Administrative Agent, Collateral Agent or any Lender in or against the assets of any Borrower or any Guarantor (including MSK Korea) shall thereupon be released, terminated and discharged, and that all of the obligations of each Borrower and each Guarantor (including MSK Korea) under and pursuant to the Credit Agreement and all of the Loan Documents shall thereupon be satisfied, cancelled and terminated upon which each of Administrative Agent and Collateral Agent shall cooperate with each Borrower and each Guarantor (including MSK Korea) to execute and deliver such documents evidencing the foregoing release and termination as shall be requested by any Borrower or any Guarantor (including MSK Korea) to evidence the release and termination of the Liens granted pursuant to the Loan Documents.

NOW, THEREFORE, it is agreed as follows:

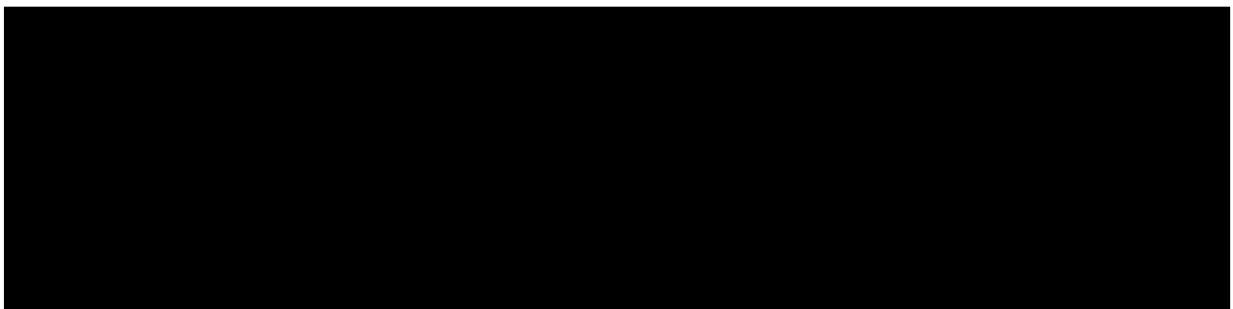
Article 1. Termination and Release of Liabilities and Obligations

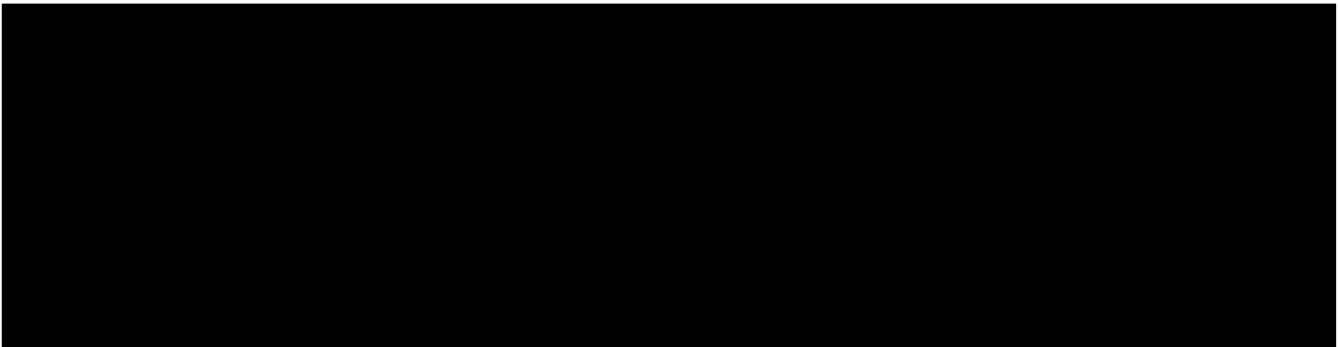
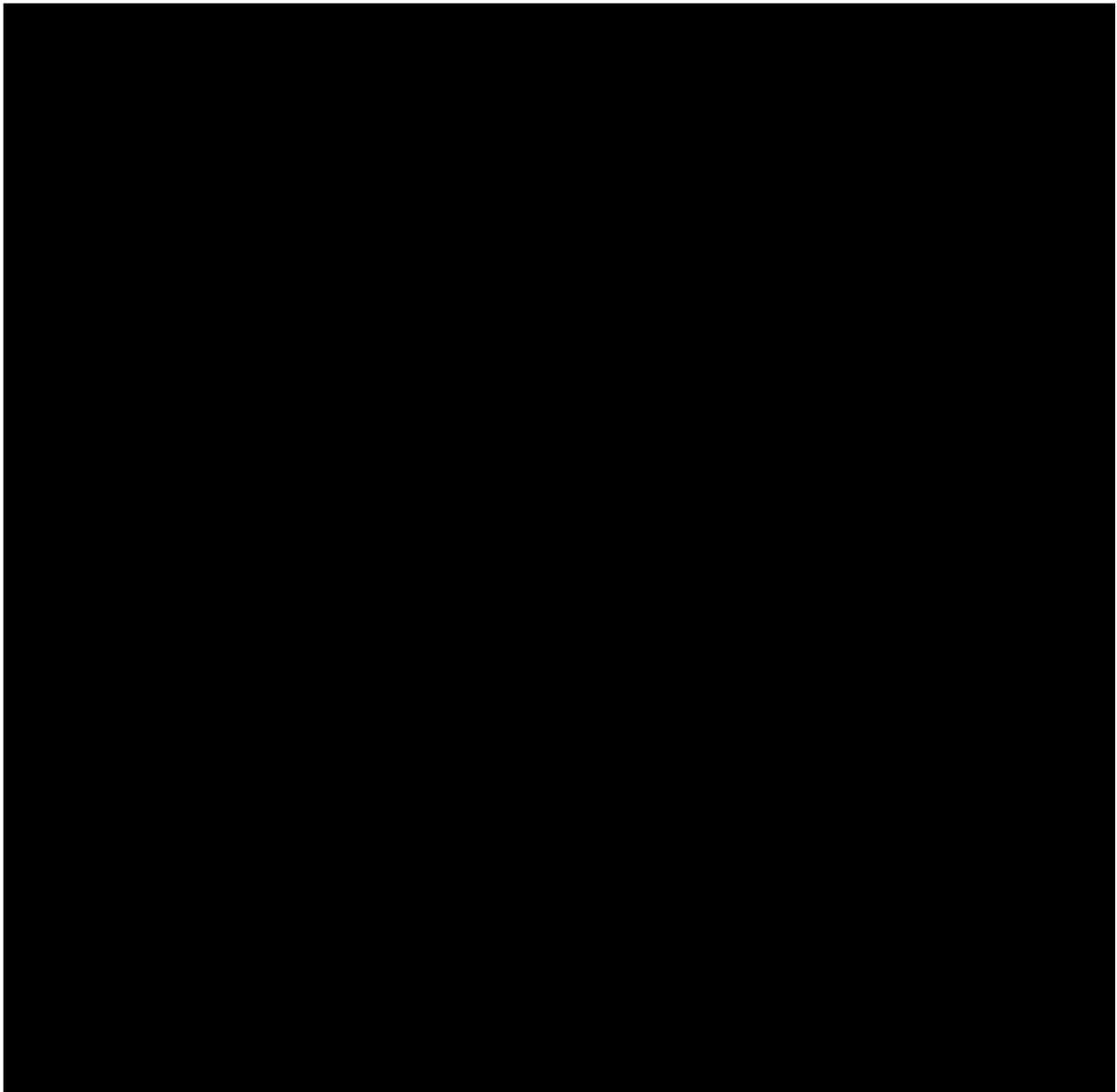
1.1 The Parties agree that the Korean Security Agreements shall be hereby terminated in their entirety and all mortgages, pledges, assignment or transfer of assets or interests or other liens created for, and held by, US Bank NA under the Korean Security Agreements shall be hereby released, cancelled and discharged in their entirety.

1.2 US Bank NA, acting with the instructions and on behalf of the Lenders and itself, hereby releases and discharges MSK Korea from all its liabilities and obligations, present and future, owing to US Bank NA in connection with the Secured Obligations.

Article 2. Obligations of US Bank NA

2.1 US Bank NA hereby authorizes and grants power of attorney to MSK Korea or its designated party(ies) to take any and all actions necessary in the name and on behalf of US Bank NA to remove, release, discharge, cancel or terminate all mortgages, pledges, assignment or transfer of assets or interests or other liens created for and held by US Bank NA under the Korean Security Agreements, including without limitation the following:





[REDACTED]

2.5 US Bank NA shall execute and deliver, or cause to execute and deliver, any additional documents to (i) remove, release, discharge, terminate or cancel the [REDACTED] the Kun-Pledge over the Pledged Property, [REDACTED] and any other right or interest created for and held by US Bank NA under any of the Korean Security Agreements, and (ii) [REDACTED] and shall follow all other applicable procedures as requested by MSK Korea and required to give effect to the termination and release of the Secured Obligations.

Article 4. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Seoul Central District Court.

Article 5. Miscellaneous

[REDACTED]

[Intentionally left blank for the signature page.]

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IN WITNESS WHEREOF, MSK Korea and US Bank NA have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

MORTGAGOR/PLEDGOR/ASSIGNOR/TRANSFEROR

MAGNACHIP SEMICONDUCTOR LTD.

By 
Name: Margaret Sakai
Title: Acting Chief Financial Officer

MORTGAGEE/PLEDGE/ASSIGNEE/TRANSFeree

U.S. BANK NATIONAL ASSOCIATION

By _____
Name:
Title:

TERMINATION AND RELEASE AGREEMENT

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MORTGAGOR/PLEDGOR/ASSIGNOR/TRANSFEROR

MAGNACHIP SEMICONDUCTOR LTD.

By _____

Name: Margaret Sakai

Title: Acting Chief Financial Officer

MORTGAGEE/PLEDGEE/ASSIGNEE/TRANSFeree

U.S. BANK NATIONAL ASSOCIATION

By _____

Name: **Thomas E. Tabor**

Title: **Vice President**