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FORM PTO-1595  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b>  INTEGRATED PACKAGING ASSEMBLY CORPORATION, as Servicing Agent  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>3. Nature of Conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: September 17, 1999	<b>2. Name and address of receiving party(ies):</b>  Name: FAR EAST NATIONAL BANK Address: 2001 GATEWAY PLACE, SUITE 101E City: SAN JOSE State: CA Zip: 95110  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<b>4. Application number(s) or patent number(s):</b>  If this Document is being filed together with a new application, the execution date of the application is:  A. Patent Application No.(s)  N/A		<b>B. Patent No.(s)</b>  5,682,673                      5,859,477 5,872,395                      5,766,535 5,497,681                      5,495,780 5,491,110                      5,452,635 5,436,407
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: Erin O'Brien Internal Address: <b>GRAY CARY WARE &amp; FREIDENRICH</b> 401 B Street, Suite 1700 San Diego, CA 92101-4297	<b>6. Total number of applications and patents involved:</b> 9
	<b>7. Total fee (37 CFR 3.41) . . . . . \$ 360.00</b> <input type="checkbox"/> Enclosed
	<b>8. Deposit account number:</b> <u>07-1895</u> Please debit any underpayment or credit any overpayment to the above deposit account.  Our Order No. 2100742-900300

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<b>9. Statement and signature.</b>  <u>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</u>  Erin O'Brien <i>Erin O'Brien</i> October 27, 1999 Name of Person Signing                      Signature                      Date  Total number of pages comprising cover sheet: [ 6 ]	
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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 17, 1999 by and between FAR EAST NATION BANK, as Servicing Agent ("Bank") and INTEGRATED PACKAGING ASSEMBLY CORPORATION, a Delaware corporation ("Grantor").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement" capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2221 Old Oakland Road  
San Jose, CA 95131

Attn: Terrence Markle

GRANTOR:

INTEGRATED PACKAGING ASSEMBLY  
CORPORATION

By: P. Vukobratovic

Title: CEO

Address of Bank:

2001 Gateway Place, Suite 101E  
San Jose, CA 95110

Attn: Mr. Daniel Michener

BANK:

FAR EAST NATIONAL BANK

By: Frank J. Michener

Title: AVP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

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EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method for forming encapsulated IC package	5,682,673	11/04/97
Method for encapsulating IC package with diamond substrate	5,859,477	01/12/99
Apparatus and method for insuring position of heat spreader in a IC package	5,872,395	02/16/99
Pressure-plate-operative system for one-side injection molding of substrate-mounted integrated circuits	5,766,535	06/16/98
Method for making an IC lead-frame punch	5,497,681	03/12/96
Method for sharpening an IC lead-frame punch	5,495,780	03/05/96
Metal semiconductor package with an external plastic seal	5,491,110	02/13/96
Apparatus for integrated circuit lead-frame punching	5,452,635	09/26/95
Metal semiconductor package with an external plastic seal	5,436,407	07/25/95

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
IPAC integrated packaging assembly corporation packaging foundry (and design)	2,020,500	12/03/96
IPAC (and design)	1,965,537	04/02/96
Integrated packaging assembly corporation	1,983,827	07/02/96