

MRD

RECC

04-10-2000

EET

Tab settings ☐ ☐ ☐ ▼

To the Honorable Commissioner of Patents

101296004

and original documents or copy thereof.

1. Name of conveying party(ies):

MCMS, Inc.
16399 Franklin Road
Nampa, ID 86387Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association, as Agent

Internal Address: _____

Street Address: Two Tower Center

City: East Brunswick State: NJ ZIP: 08816

Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: December 21, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

5931311

B. Patent No.(s)

See Schedule A attached hereto.

See Schedule A attached hereto.

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41).....\$40.00

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01/27/2000 VIRDM 00000096 5931311

DO NOT USE THIS SPACE

01 FC:581

40.00 DP

9. Statement and signature.

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.

Daphne E. Schmitt

Name of Person Signing

Signature

December 21, 1999

Date

5

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 010506 FRAME: 0864

SCHEDULE A

Schedule A to a Patent Grant of Security dated December 21, 1999, by and between MCMS, INC. and PNC BANK, NATIONAL ASSOCIATION, as Agent.

Patent No.	Country	Title
5,931,311	US	Module handling apparatus and method with rapid switch over capability

PATENT GRANT OF SECURITY

WHEREAS, MCMS, INC., a corporation formed under the laws of the State of Idaho located at 16399 Franklin Road, Nampa, Idaho 83687 ("Borrower"), owns the patents and patent applications shown in the attached Schedule A (the "Patents"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC Bank, National Association ("PNC"), the various other financial institutions (together with PNC, collectively, the "Lenders") named in or which hereafter become a party to the Loan Agreement (as hereafter defined) and PNC as agent for Lenders (in such capacity, "Agent"), pursuant to (i) a certain Revolving Credit, Equipment Loan and Security Agreement, dated February 26, 1999 (as such agreement may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"), among Agent, Lenders and Borrower; and (ii) a certain Patent Collateral Security Agreement, dated February 26, 1999 (as such agreement has been amended by that certain Letter Agreement dated the date hereof and may be amended, modified, restated or supplemented from time to time, the "Security Agreement" and together with the Loan Agreement, the "Agreements") made by Borrower in favor of Agent for its benefit and for the ratable benefit of Lenders; and

WHEREAS, Borrower and Agent entered into the certain Assignment of Security dated February 26, 1999, which was recorded in the United States Patent and Trademark Office at Reel 9737, Frame 0203 pursuant to which Borrower assigned and granted to Agent a security interest in certain other patents and patent applications; and

WHEREAS, pursuant to the Agreements, Borrower granted to Agent for its benefit and for the ratable benefit of Lenders a security interest in all then existing patents and patent applications, together with all patents and patent applications which subsequently exist including, without limitation, the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby collaterally assign unto Agent and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Patents, which collateral assignment and security interest shall secure all of the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[SIGNATURE PAGE TO FOLLOW]

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the collateral assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
December 21, 1999



Witness:

Carly Brokaw

MCMS, INC.

By: Christian J. Anton

Name: Christian J. Anton

Title: Vice President, Finance and Chief
Financial Officer

Witness:

Josephine R. Griffin

By: Ryan Peak

Name: Ryan Peak

Title: Vice President

STATE OF Idaho)
)
COUNTY OF Canyon)
)

On this 14th day of December, 1999, before me personally came Christian J. Anton, to me known, who, being by me duly sworn, did depose and say that he is the Vice President, Finance and Chief Financial Officer of MCMS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Carly B. Baker
Notary Public

STATE OF New Jersey)
)
COUNTY OF Middlesex)
)

On this 17th day of December, 1999, before me personally came Ryan Peak, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of PNC BANK, NATIONAL ASSOCIATION, the association described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said association.

Josephine R. Griffin
Notary Public
JOSEPHINE R. GRIFFIN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG 28, 2001