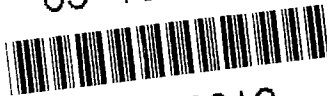


05-10-2005



102999012

RE

PATENTS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

ENDICOTT INTERCONNECT TECHNOLOGIES, INC.

Execution Date(s) 04/07/05

Additional names of conveying parties attached? ☐ Yes

☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: WACHOVIA BANK, NATIONAL ASSOCIATION, AS

AGENT

Internal
Address: _____

Street Address: One Post Office Square

City: Boston

State: Massachusetts

Country: USA

Zip: 02109

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

SEE EXHIBIT A ANNEXED HERETO

B. Patent No.(s)

SEE EXHIBIT A ANNEXED HERETO

Additional numbers attached? ☒ Yes ☐ No

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

Name: Helen M. Linehan

Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: (212) 661-9100 x 709

Fax Number: (917) 368-7111

Email Address: hlinehan@oshr.com

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 1.21(h) & 3.41) \$1,600.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Helen M. Linehan
Signature

5/9/05
Date

05/11/2005 DBYRNE 00000002 10370529

01 FC:8021

Helen M. Linehan

Signature of Person Signing

Total number of pages including cover sheet, attachments, and document. 23

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A
TO
RECORDATION FORM COVER SHEET
PATENTS ONLY

<u>Patent Application Nos.</u>	<u>Patent Registration Nos.</u>
10/370,529	6,809,269
10/379,575	6,828,514
10/933,260	6,815,837
10/811,915	
10/915,483	
10/394,107	
10/394,135	
10/811,817	
10/616,932	
10/409,066	
10/679,302	
10/643,909	
10/630,722	
10/449,019	
10/868,066	
10/423,972	
10/812,890	
10/812,889	
10/661,616	
10/900,385	
10/900,386	
10/757,586	
10/740,500	
10/920,235	

<u>Patent Application Nos.</u>	<u>Patent Registration Nos.</u>
10/740,398	
10/737,974	
10/790,747	
10/882,170	
10/882,167	
10/991,532	
10/953,923	
10/860,067	
10/860,071	
10/968,929	
10/955,741	
10/991,451	
11/031,074	

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated April 7, 2005, is by and between Endicott Interconnect Technologies, Inc., a New York corporation, ("Debtor"), with its chief executive office at 1701 North Street, Endicott, New York 13760, and Wachovia Bank, National Association, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity, "Secured Party"), having an office at One Post Office Square, Boston, Massachusetts 02109.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the patents and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Lenders and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a

continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's interest in any patents and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those patents, applications, registrations and recordings described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any patents and all reissues, divisions, continuations, extensions and renewals thereof (all of the foregoing being collectively referred to herein as the "Patents"); (b) all present and future inventions and improvements described and claimed therein; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Patents.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, any Lender and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether or not such amounts are allowed or allowable in whole or in part in such case and including loans, interest, fees, charges and expenses related thereto and all other obligations of Debtor to Secured Party or any Lender arising after the commencement of such case, whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Patents as registered patents and to maintain all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, which shall not be unreasonably withheld, conditioned or delayed, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to

the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Patent with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Debtor gives Secured Party prompt written notice of such action. If, after the date hereof, Debtor shall (i) obtain any patent, including any reissue, division, continuation, continuation-in-part, or extension of any patent, file any patent application, including any application for reissue or extension of any patent, or any divisional, continuation, or continuation-in-part application in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any patent or new patentable inventions used in the United States, or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Patent in favor of Secured Party.

(i) Debtor has not abandoned any of the Patents and Debtor will not do any act, nor omit to do any act, whereby the Patents may become abandoned, invalidated, unenforceable, avoided, or avoidable, unless in the opinion of Debtor's patent counsel, prior art renders further prosecution of such Patents not worthwhile. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Patents may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Patents as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Debtor knows of no material infringement or unauthorized use presently is being made of any of the Patents that would adversely affect in any material respect the fair market value of the Patents or the benefits of this Agreement granted to Secured Party and Lenders, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Patents invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Patents presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any other process or product which infringes upon any Patent. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Patents.

(l) Debtor assumes all responsibility and liability arising from the use of the Patents (unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting Secured Party's gross negligence or willful misconduct) and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting Secured Party's gross negligence or willful misconduct.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party or any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Patents for any purpose whatsoever. Secured Party may make use of any Patents for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion

deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Patents against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services to which the Patents relate and Debtor's customer lists and other records relating to the Patents and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under, this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and each Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Endicott Interconnect Technologies, Inc. 1701 North Street Endicott, New York 13760 Attention: James J. McNamara, Jr., Chief Executive Officer Telephone No.: (607) 755-7023 Telecopy No.: (607) 755-7089
with a copy to:	Hinman, Howard and Kattell, LLP 700 Security Mutual Building 80 Exchange Street P.O. Box 5250 Binghamton, NY 13902-5250 Attention: James W. Orband, Esq. Telephone No.: (607) 723-5341 Telecopy No.: (607) 723-6605
If to Secured Party:	Wachovia Bank, National Association One Post Office Square, Suite 3600 Boston, Massachusetts 02109 Attention: Portfolio Manager Telephone No.: (617) 338-1998 Telecopy No.: (617) 338-1497

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ENDICOTT INTERCONNECT
TECHNOLOGIES, INC.

By: *Shawn J. Quasi*

Title: *Treasurer*

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent

By: _____

Title: _____

STATE OF NEW YORK)

) ss.:

COUNTY OF BROOME)

On the 28th day of February in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas J. Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to be that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kathryn A. McMahon
Notary Public

KATHRYN A. McMAHON
Notary Public, State Of New York
No. 01MC2633223
Licensed In Broome County
My Commission Expires 9/30/2005

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this ____ day of February, 2005, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he is the _____ of Wachovia Bank, National Association, 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.

Notary Public

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ENDICOTT INTERCONNECT
TECHNOLOGIES, INC.

By: _____

Title: Treasurer

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent

By: Casim Mazurkiewicz

Title: DIRECTOR

EI INTELLECTUAL PROPERTY PATENT DISCLOSURE/
DOCKET STATUS REPORT - MARCH 2, 2005

2002 Disc. No.	Invention Disclosure/Docket Title	Inventor(s)	Disp. Date (S,H)	Docket No.	Date Filed (m = date mailed)	Serial No.	Patent Number/ Issue Date
1-02-001	Method to Quantify Copper Thickness	J. Rios et al	H 01/6/03				
1-02-002	Circuitized Substrate and Method of Making Same	F. Egitto et al	S 12/18/02	2-03-002	02/24/03	10/370,529	
1-02-003	Circuitized Substrate Assembly & Method of Making Same	J. Fuller et al	S 12/12/02	2-02-001	12/18/02	10/322,527	6,809,269 10/26/04
	Information Handling Sys. Utilizing Circuitized Substrate	V. Markovich et al	N/A	2-02-001-CIP	03/06/03	10/379,575	
	Information Handling Sys. Utilizing Circuitized Substrate	V. Markovich et al	N/A	2-02-001-CIPD	09/03/04	10/933,260	
	Circuitized Substrate Assembly & Method of Making Same	J. Fuller et al	N/A	2-02-001D	03/30/04	10/811,915	
	Circuitized Substrate Assembly & Method of Making Same	J. Fuller et al	N/A	2-02-001D2	08/11/04	10/915,483	
1-02-004	PCB Dual Stress Process	K. Knadle et al	S 02/03/03				
1-02-005	High Speed Circuit Board and Method For Fabrication	B. Chan et al	S 12/18/02	2-03-001	01/30/03	10/354,000	6,828,514 12/07/04
	Multi-Chip Electronic Package Having Laminate Carrier...	L. Fraley et al	1-02-005	2-03-001-CIP1	03/24/03	10/394,107	
	Information Handling System	L. Fraley et al	1-02-005	2-03-001-CIP2	03/24/03	10/394,135	
	High Speed Circuit Board And Method or Fabrication	B. Chan et al	N/A	2-03-001D	03/30/04	10/811,817	
1-02-006	Circuit Line Peel Test Method	D. Alcoe et al	H 07/18/03				
1-02-007	Method Of Testing Printed Circuit Board Opening Spacings	J. Durkot	S 06/02/03	2-03-007	07/11/03	10/616,932	
1-02-008	Material Separation to Form Segmented Product	Antesberger et al	S 06/02/03	2-03-003	04/09/03	10/409,066	
2003							
1-03-001	Circuitized Substrate, Method of Making Same and Information Handling System Using Same	Antesberger et al	S 07/17/03	2-03-011	10/07/03	10/679,302	
1-03-002	Laser Removal of Soldermask & Circuitry After Plating	Antesberger et al	S 07/17/03				
1-03-003	Laser Removal of Soldermask & Circuitry After Plating	Antesberger et al	H 07/18/03				
1-03-004	Vehicle Anti-Acceleration Structure And Method	G. Ashton et al	H 02/15/05				
1-03-005	Conductive Sheet Personalization Process	A. Bhatt et al	H 06/06/03				
1-03-006	Software for Flex Making Equipment	P. Lulkoski et al	S 07/11/03	2-03-010 H			

1-03-007	Circuitized Substrate and Method Of Making Same	E. Foster et al	S 06/06/03	2-03-009	08/20/03	10/643,909	
1-03-008	Solder Ball Formation Proc. and Prod. Resulting Therefrom	D. Alcoe et al	S 06/06/03				
1-03-009	Laser drilled Blind Via w/Interstitial Electrical Connection	J. Larnerd et al	H 02/15/05				
1-03-010	Electronic Component Test Apparatus	D. Alcoe	S 06/06/03	2-03-008	07/31/03	10/630,722	
1-03-011	Electronic Card	J. McNamara et al	S 04/03/03	2-03-006	06/02/03	10/449,019	
1-03-012	Electronic Package With Strengthened Conductive Pad	D. Alcoe	ation-In	2-03-004-CIP	04/28/03	10/423,877	6,815,837 11/09/04
	Electronic Pkg w/Conductive Pad Capable Of Withstanding Significant Loads & Inf. Handling System Utilizing Same Pinned Electronic Package w/Strengthened Conductive Pad	D. Alcoe	ation-In	2-04-012	06/16/04	10/868,066	
1-03-013	Method of Making Power Core	M. Wozniak et al	H 07/11/03	2-03-005-CIP	04/28/03	10/423,972	
1-03-014	Temporary Flexible Substrate Stiffener	D. Alcoe	H 02/15/05				
1-03-015	Novel Resistor Structure	A. Sargent	H 07/11/03				
1-03-016	Nanotube Capacitor Structure	A. Sargent	H 09/26/03				
1-03-017	Capacitor With Sol-Gel Matrix	A. Sargent	H 09/26/03				
1-03-018	Polymer Wire And Nanotube Resistor	A. Sargent	H 02/15/05				
1-03-019	Conductive Polymer Capacitor	A. Sargent	H 09/26/03				
1-03-020	LCP Dielectric Carrier	D. Farquhar et al	S 07/11/03				
1-03-021	Electronic Card	H. Lin et al	S 07/11/03	2-05-002			2-05-002
1-03-022	Electronic Card With Built-In Writer	H. Lin et al	S 07/11/03				
1-03-023	Vehicle Alarm System	J. Martin	S 07/11/03				
1-03-024	Residual Solder Removal Apparatus And Method	S. Anson et al	H 02/15/05				
1-03-025	Improved Wirebond Pad Package And Method Of Making	J. Konrad et al	H 02/15/05				
1-03-026	Biometric Electronic Device	A. Bhatt et al	S 08/11/03				
1-03-027	PCB Compensation Grid Software	P. Lukoski et al	H 08/27/03				
1-03-028	Biological Sound Detection Device	A. Bhatt et al	S 08/11/03				
1-03-029	Medical Device	A. Bhatt et al	S 08/11/03				
1-03-030	Circuitized Substrate, Method of Making Same, Electrical Assembly Utilizing Same and Information Handling System Utilizing Same	R. Japp et al	S 01/30/04	2-04-003	03/31/04	10/812,890	
	Dielectric Composition For Forming Dielectric Layer For Use In Circuitized Substrates	R. Japp et al	2-04-003	2-04-005	03/31/04	10/812,889	
1-03-031	Stacked Chip Substrate	Markovich et al	001-CIP1	2-03-001-CIP3	09/15/03	10/661,616	

1-03-032	Chip-Flex Attachment Tool	D. Alcoe et al	H 02/15/05			
1-03-033	Circuitized Substrate With Internal Organic Memory Device, Method of Making Same, Electrical Assembly Utilizing Same and Information Handling System Utilizing Same	D. Thomas et al	S 02/29/04	2-04-011	07/28/04	10/900,385
1-03-034	Electrical Assembly With Internal Memory, Circuitized Substrate Having Electronic Components Positioned Thereon, Method of Making Same and Information Handling System Utilizing Same	J. Lauffer et al	S 02/29/04	2-04-014	07/28/04	10/900,386
1-03-035	Method of Making Printed Circuit Board with Electroplated Conductive Thru Holes and Board Resulting Therefrom	R. Edwards	S 10/29/03	2-04-001	01/15/04	10/757,586
1-03-036	Enhanced Plating Process - Reduced Current Density	R. Edwards	S 10/29/03			
1-03-037	PCB With Rounded Circuit Lines	T. Miller et al	S 02/29/04			
1-03-038	Process To Make PCB With Rounded Circuit Lines	T. Miller et al	H 02/15/05			
1-03-039	High Frequency Printed Circuit Board	T. Miller et al				
1-03-040	PCB With Optical Pathways	B. Chan et al	S 02/29/04			
1-03-041	IC/Package Thermal Cooling Structure	D. Thomas et al	S 02/29/04			
1-03-042	Wireless Refrigerator Unit	A. Bhatt et al	H 07/20/04			
1-03-043	Item Identification and Control System	A. Bhatt et al	S 09/18/03	2-03-012	12/22/03	10/740,500
1-03-044	Low Moisture Absorptive Circuitized Substrate, Method of Making Same, Electrical Assembly Utilizing Same and Information Handling System Utilizing Same	I. Memis et al	S 09/15/03	2-04-004	08/18/04	10/920,235
	Thermont Dielectric Material	I. Memis et al		2-04-007		
1-03-045	Structure and Method For High-Speed Precision Resistor Formation	F. Egitto et al	S 07/20/04			
1-03-046	Embedded Waveguide Structure	F. Egitto et al				
1-03-047	High Speed Wiring Board with Compliant Pin Connector	J. Lauffer et al				
1-03-048	Printed Circuit Board With Low Cross-Talk Noise	J. Lauffer et al	S 10/29/03	2-03-013	12/22/03	10/740,398
	Method Of Providing Printed Circuit Board With Conductive Holes And Board Resulting Therefrom	J. Larned et al	nal of	2-03-014	12/18/03	10/737,974
	Printed Circuit Board With Signal Wire Shielding	J. Lauffer et al	nal of	2-04-002	03/03/04	10/790,747
	Circuitized Substrate with Filled Isolation Border, Method of Making Same, Electrical Assembly Utilizing Same, and Information Handling System Utilizing Same	J. Lauffer et al	nal of	2-04-009	07/02/04	10/882,170
	Circuitized Substrate with Split Conductive Layer, Method of Making Same, Electrical Assembly Utilizing Same, and Information Handling System Utilizing Same	J. Lauffer et al	nal of	2-04-013	07/02/04	10/882,167

	Circuitized Substrates Utilizing Smooth-Sided Conductive Layers As Part Thereof, Method of Making Same, And Electrical Assemblies And Information Handling Systems Utilizing Same	J. Lauffer et al	nal of	2-04-016	11/19/04	10/991,532
1-03-049	Self-Sintering Metal Interconnection	M. Poliks et al	H 02/15/05			
1-03-050	Circuitized Substrate With Improved Impedance Control Circuitry, Method of Making Same, Electrical Assembly And Information Handling System Utilizing Same	C. Danoski et al	S 04/26/04	2-04-018	09/29/04	10/953,923
1-03-051	Method and System For Tracking Goods	W. Maines et al	S 02/02/04	2-04-006	06/04/04	10/860,067
1-03-052	Chip Carrier Test Method	V. Jadhav et al	S 04/26/04			
1-03-053	Chip Carrier Test Method	V. Jadhav et al				
1-03-054	Interposer With Dual Side Solder Connections	D. Alcoe				
1-03-055	Thin Core Registration Method	J. Lauffer et al	H 05/05/04			
2004						
1-04-001	Dried-Based Nanocomposite Materials and Components	M. Poliks et al	S 04/26/04			
1-04-002	Radio Frequency Device For Tracking Goods	W. Maines et al		2-04-010	06/04/04	10/860,071
1-04-003	Grid Array Probe Structure	C. Majka et al	H 02/15/05			
1-04-004	Selective Solder Deposition Process	J. Konrad et al	S 04/07/04	2-04-015	10/21/04	10/968,929
1-04-005	Substrate With Added Metal To Prevent Dishing	J. Potenza et al	S 05/10/04			
1-04-006	Enhanced PCB Solder Mounting Site	Paul Logan				
1-04-007	Dried -BaTiO3 Nanocomposite Material	M. Poliks et al	S 04/26/04			
1-04-008	High Speed Circuitized Substrate W/Reduced Thru-Hole Stub, Method for Fabrication & Inf. Handling System Utilizing Same	B. Chan et al	S 04/26/04	2-04-008	09/30/04	10/955,741
1-04-009	(TBD)	P. Logan	H 07/20/04			
1-04-010	Method of Cooling Distributed Sources In A Bomb-Detection Machine	V. Calmidei et al	S 04/26/04			
1-04-011	Air Foil Cooling Of Explosive Detection Device	V. Calmidei et al	S 04/26/04			
1-04-012	Improved Gold Adhesion Additives	L. Mattienzo	H 02/15/05			
1-04-013	Chambered Test System	K. Knadle				
1-04-014	Organic Pedestal For Electrically Testing Integrated Circuit Chips	F. Egitto et al				
1-04-015	Photoimageable Polymer Nanocomposite Passive Material	M. Poliks et al				
1-04-016	Compliant Electrical Test Probe For Chips	F. Egitto et al	S 07/20/04	2-05-001		
1-04-017	Double-Sided Reflow Solder Fixture	P. Logan				

1-04-018	Enhanced Wirebond Pad Design	V. Calmide et al	H 02/15/05			
1-04-019	Low Skew Multichip Module Substrate	I. Memis				
1-04-020	Capacitor Material For Use In Circuitized Substrates, Circuitized Substrate Utilizing Same, Method of Making Said Circuitized Substrate, and Information Handling System Utilizing Said Circuitized Substrate	M. Poliks et al		2-04-017	m 1/07/05	
1-04-021	Metallic Foam Connection Structure	B. Chan				
1-04-022	Method for Multiple Au Thickness Pattern Plating	J. Konrad				
1-04-023	Metal Foil With Improved Polymer Adhesion	F. Egitto et al				
1-04-024	EDS At Plane Entrance	A. Bhatt et al				
1-04-025	Hyper-ZEI Interconnection Structure and Method	F. Egitto et al				
1-04-026	Circuitized Substrates Utilizing Three Smooth-Sided Conductive Layers As Part Thereof, Method of Making Same, And Electrical Assemblies And Information Handling Systems Utilizing Same	B. Chan et al		2-04-019	11/19/04	10/991,451
1-04-027	Roll to Roll Multilayer PWB Utilizing Unreinforced or Glass Reinforced Dielectric Layers	V. Markovich et al	S 11/29/04	2-05-003		
1-04-028	Roll to Roll Multilayer PWB Utilizing Photoimageable Dielectric Layers	V. Markovich et al	S 11/29/04	2-05-005		
1-04-029	Thin Copper Symmetrical PWB Core Process	V. Markovich et al	S 11/29/04			
1-04-030	HASL Pattern Plating Method	A. Bhatt et al	H 02/15/05			
1-04-031	Via Fill Test Vehicle	J. Konrad et al				
1-04-032	Capacitor Material With Metal Component For Use In Circuitized Substrates, Circuitized Substrate Utilizing Same, Method of Making Said Circuitized Substrate, and Information Handling System Utilizing Said Circuitized Substrate	M. Poliks et al	N/A	2-04-020	01/10/05	11/031,074
1-04-033	Variable Density Embedded Passives	R. Das et al				
1-04-034	BGA/CCGA Module Rework Method	B. Chan et al				
2005						
1-05-001	Ni, Pd and Cu PTH Overplating	R. Edwards et al				
1-05-002	CITC Test Coupon	K. Knadle				
1-05-003	Metal-Ceramic-Polymer Nanocomposite-based Passive Resistor	R. Das et al				
1-05-004	Z-Interconnect Repair Process With Improved Metallic Bond	S. Desai et al				
1-05-005	Inspection Apparatus With Improved Conveyor	J. Kozol et al		2-05-004		

1-05-006	LGA Contact	B. Chan et al				
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INTELLECTUAL PROPERTY - FOREIGN FILING STATUS REPORT

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**EXHIBIT B
TO
PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

None

**EXHIBIT C
TO
PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF BROOME)

KNOW ALL MEN BY THESE PRESENTS, that Endicott Interconnect Technologies, Inc. ("Debtor"), having an office at 1701 North Street, Endicott, New York, hereby appoints and constitutes, severally, Wachovia Bank, National Association, as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Patent Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: _____, 2005

ENDICOTT INTERCONNECT
TECHNOLOGIES, INC.

By: _____

Title: Treasurer

STATE OF NEW YORK)

) ss.:

COUNTY OF BROOME)

On the __th day of _____ in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS J. DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to be that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT C
TO
PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF BROOME)

KNOW ALL MEN BY THESE PRESENTS, that Endicott Interconnect Technologies, Inc. ("Debtor"), having an office at 1701 North Street, Endicott, New York, hereby appoints and constitutes, severally, Wachovia Bank, National Association, as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Patent Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: _____, 2005

ENDICOTT INTERCONNECT
TECHNOLOGIES, INC.

By: _____

Title: Treasurer

STATE OF NEW YORK)

) ss.:

COUNTY OF BROOME)

On the __th day of _____ in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS J. DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to be that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public