

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 1 to Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Isola USA Corp.	05/19/2008
RECEIVING PARTY DATA	
Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5292557
Application Number:	11637222
Application Number:	11634471
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312/876-7628
Email:	linda.kastner@lw.com
Correspondent Name:	Linda R. Kastner
Address Line 1:	c/o Latham & Watkins
Address Line 2:	233 S. Wacker Drive, Suite 5800
Address Line 4:	Chicago,, ILLINOIS 60606
NAME OF SUBMITTER:	Linda Kastner

OP \$120.00 5292557

Total Attachments: 5
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AMENDMENT NO. 1 TO PATENT SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO PATENT SECURITY AGREEMENT (“Amendment”), dated as of May 14, 2008 is entered into between ISOLA USA CORP. (“Pledgor”) and UBS AG, STAMFORD BRANCH, as Collateral Agent (“Agent”).

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Patent Security Agreement dated as of December 18, 2006 (the “Existing Patent Security Agreement”) which was filed with the United States Patent and Trademark Office on January 9, 2007 at Reel 018731, Frame 0465. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Patent Security Agreement.

WHEREAS, Pledgor desires to amend the Existing Patent Security Agreement to reflect the addition of certain Collateral listed on Schedule I attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Patent Security Agreement. “Schedule I to Patent Security Agreement” appended to the Existing Patent Security Agreement is hereby amended by adding the Collateral listed on Schedule I attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Pledgor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Patent Security Agreement or any other Financing Agreement.

2.2. Acknowledgment of Liabilities. Pledgor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Pledgor hereby represents and warrants to Agent that:

(i) Pledgor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.


(iv) All obligations of Pledgor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Pledgor and Agent and their respective successors and assigns, and shall inure to the benefit of Pledgor and Agent and the successors and assigns of Agent.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ISOLA USA CORP

By: _____
Name: F. Gordon Bitter
Title: Executive V.P. & CFO

UBS AG, STAMFORD BRANCH, as
Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ISOLA USA CORP.

By: _____
Name: _____
Title: _____

UBS AG, STAMFORD BRANCH, as
Collateral Agent

By: Mary E. Evans
Name: Mary E. Evans
Title: Associate Director

By: Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director

SCHEDULE 1

<u>PATENT</u>	<u>PATENT APPLICATION/REGISTRATION NO.</u>	<u>DATE</u>
ELECTROLESS PLATING OF SUBSTRATES	5292557	03/08/1994
COPOLYMER OF STYRENE AND MALEIC ANHYDRIDE COMPRISING AN EPOXY RESIN COMPOSITION AND A CO-CROSS- LINKING AGENT	11/637222	12/11/2006
LAMINATES FOR HIGH SPEED AND HIGH FREQUENCY PRINTED CIRCUIT BOARDS	11/634471	12/06/2006