PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3625159

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
STATS CHIPPAC, INC.	10/01/2015
STATS CHIPPAC LTD.	10/01/2015

RECEIVING PARTY DATA

Name:	CITICORP INTERNATIONAL LIMITED, AS COMMON SECURITY AGENT
Street Address:	39TH FLOOR, CITIBANK TOWER, CITIBANK PLAZA, 3 GARDEN ROAD
City:	CENTRAL
State/Country:	HONG KONG

PROPERTY NUMBERS Total: 42

Property Type	Number
Patent Number:	7358115
Patent Number:	7575956
Patent Number:	7829382
Patent Number:	8035204
Patent Number:	9048197
Patent Number:	9048228
Patent Number:	9053953
Patent Number:	9054084
Patent Number:	9054098
Patent Number:	9059011
Patent Number:	9059074
Patent Number:	9059108
Patent Number:	9059151
Patent Number:	9059157
Patent Number:	9076724
Patent Number:	9076737
Patent Number:	9076802
Patent Number:	9082887
Patent Number:	9084377
Patent Number:	9093364

Property Type	Number
Patent Number:	9093391
Patent Number:	9123712
Patent Number:	9123733
Application Number:	11626232
Application Number:	13949432
Application Number:	13844160
Application Number:	14134907
Application Number:	14139312
Application Number:	14139614
Application Number:	14109313
Application Number:	14548064
Application Number:	14564427
Application Number:	14616942
Application Number:	14624136
Application Number:	11754603
Application Number:	12131037
Application Number:	12146192
Application Number:	13489282
Application Number:	13489850
Application Number:	13714865
Application Number:	14214765
Application Number:	14556992

CORRESPONDENCE DATA

Fax Number:

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.

Phone:	2125305178
Email:	lkass@milbank.com
Correspondent Name:	MILBANK, TWEED, HADLEY & MCCLOY, LLP
Address Line 1:	28 LIBERTY STREET
Address Line 2:	C/O LAWRENCE KASS
Address Line 4:	NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	70341.00400
NAME OF SUBMITTER:	LAWRENCE KASS
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	11/20/2015

Total Attachments: 12

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Supplemental Patent Security Agreement

Supplemental Patent Security Agreement, dated as of October 1, 2015 (this "Agreement"), by STATS CHIPPAC, INC., a corporation duly organized and validly existing under the laws of Delaware ("STATS Delaware") and STATS CHIPPAC LTD., a company incorporated in Singapore having its registered place of business at 10 Ang Mo Kio Street 65, #04-08/09, Singapore 569059 (the "Borrower") (each a "Grantor") and CITICORP INTERNATIONAL LIMITED, in its capacity as the common security agent (the "Common Security Agent") for the benefit of the Senior Creditors (as defined in the Intercreditor Deed referred to below).

WITNESSETH:

WHEREAS, each Grantor, the Common Security Agent and the other parties thereto have entered into that certain Intercreditor Deed, dated August 6, 2015 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Deed"), pursuant to which Citicorp International Limited has been appointed Common Security Agent with respect to this Agreement and the other Common Security Documents (as defined in the Intercreditor Deed).

WHEREAS, (a) STATS Delaware is party to a Security Agreement dated August 6, 2015 (as amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Common Security Agent pursuant to which STATS Delaware is required to execute and deliver this Agreement; and (b) the Borrower is party to a Debenture of August 6, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Debenture (Borrower)") in favor of the Common Security Agent pursuant to which the Borrower is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing covenants and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor and the Common Security Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Intercreditor Deed and used herein have the meaning given to them in the Intercreditor Deed.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Common Security Agent for the benefit of the Senior Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Intellectual Property of each Grantor (as applicable):

(a) Patents (as defined in the Security Agreement) of each Grantor (as applicable) listed on Schedule I attached hereto; and

(b) all Proceeds (as defined in the Security Agreement) of any and all of the foregoing (other than Excluded Assets (as defined in the Security Agreement)).

SECTION 3. Security Agreement and Debenture (Borrower). The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Common Security Agent pursuant to the Security Agreement in respect of STATS Delaware and the Debenture (Borrower) in respect of the Borrower and each Grantor hereby acknowledges and affirms that the rights and remedies of the Common Security Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement and the Debenture (Borrower) (as applicable) the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with either the Security Agreement and the Debenture (Borrower) (as applicable) the provisions of the Security Agreement and the Debenture (Borrower) (as applicable) shall control.

SECTION 4. Record. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. Termination. Upon the Final Discharge Date, the Common Security Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien and security interest in the Patents under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law, Submission to Jurisdiction; Etc.. The parties hereto agree that, notwithstanding the conflict provision in the last sentence of Section 3:

(a) Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

(b) Submission to Jurisdiction. Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Senior Finance Document to which such Grantor is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Senior Finance Document shall affect any right that any Senior Creditor or the Common Security Agent may otherwise have to bring any action or proceeding relating to this Agreement or any other Senior Finance Document against any of the Grantors or their properties in the courts of any jurisdiction.

(c) Waiver of Venue. Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Senior Finance Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Process Agent. Each Grantor irrevocably appoints Corporation Service Company (the "Process Agent"), with an office on the date hereof at 1180 Avenue of the Americas, Suite 210, New York, NY 10036, United States of America, as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on behalf of each Grantor and its property and revenues service of copies of the summons and complaint and any other process which may be served in any such suit, action or proceeding brought in the State of New York, and each Grantor agrees that the failure of the Process Agent to give any notice of any such service of process to any Grantor shall not impair or affect the validity of such service or, to the extent permitted by applicable law, the enforcement of any judgment based thereon.

(e) Service of Process. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01 of the Security Agreement. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

SECTION 8. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9. Intercreditor Deed. Notwithstanding anything herein to the contrary, the security interests granted to the Common Security Agent pursuant to this Agreement and the exercise of any right or remedy by the Common Security Agent hereunder are subject to the terms of the Intercreditor Deed. In the event of any conflict between the terms of the Intercreditor Deed and the terms of this Agreement, the terms of the Intercreditor Deed shall govern and control. Each Grantor and the Common Security Agent agree and acknowledge that all protections, indemnities (including, but not limited to, any currency indemnity and right to compensation, costs and expenses), disclaimers and limitations of liability applicable to the Common Security Agent as set out in the Intercreditor Deed shall apply as if set out in full herein. In the event of any inconsistency between the provisions contained herein and the Intercreditor Deed in relation to such protections, indemnities (including any currency indemnity), disclaimers and limitations of liability, the provisions which are in the Intercreditor Deed shall prevail.

SECTION 10. Amendment. Subject to the provisions of each of the Senior Finance Documents, this Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of the Common Security Agent and each of the Grantors.

[*signature page follows*]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

STATS CHIPPAC INC.

By: ______________________
Name: Tan Lay Koon
Title: Director

GRANTOR:

The COMMON SEAL of)
STATS CHIPPAC LTD.)
was hereunto affixed)
in the presence of:)

Name: Tan Lay Koon
Director

Name: Elaine Siew
~~Director~~/Secretary

COMMON SECURITY AGENT:

CITICORP INTERNATIONAL LIMITED
as Common Security Agent

By: ______________________
Name:
Title: Rufus Southwood
Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

APPENDIX 1
PATENTS

Title	Patent Number	Issue Date	Current Assignee	Application Number	Application/ Filing Date
METHOD OF FABRICATING A SEMICONDUCTOR ASSEMBLY INCLUDING CHIP SCALE PACKAGE AND SECOND SUBSTRATE WITH EXPOSED SUBSTRATE SURFACES ON UPPER AND LOWER SIDES	7358115	15-Apr-2008	Chippac, Inc.	11/626,232	23-Jan-2007
FABRICATION METHOD FOR SEMICONDUCTOR PACKAGE HEAT SPREADERS	7575956	18-Aug-2009	ST Assembly Test Services Pte Ltd.	10/721,916	24-Nov-2003
METHOD FOR MAKING SEMICONDUCTOR MULTIPACKAGE MODULE INCLUDING DIE AND INVERTED LAND GRID ARRAY PACKAGE STACKED OVER BALL GRID ARRAY PACKAGE	7829382	9-Nov-2010	STATS ChipPAC, Ltd.	12/699,787	3-Feb-2010
LARGE DIE PACKAGE STRUCTURES AND FABRICATION METHOD THEREFOR	8035204	11-Oct-2011	ST Assembly Test Services Pte Ltd.	12/709,073	19-Feb-2010
INTEGRATED CIRCUIT PACKAGE SYSTEM EMPLOYING WAFER LEVEL CHIP SCALE PACKAGING	9048197	2-Jun-2015	STATS ChipPAC, Ltd.	12/709,425	19-Feb-2010

Title	Patent Number	Issue Date	Current Assignee	Application Number	Application/ Filing Date
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH SIDE SOLDERABLE LEADS AND METHOD OF MANUFACTURE THEREOF	9048228	2-Jun-2015	STATS ChipPAC, Ltd.	14/037,838	26-Sep-2013
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH UNDERFILL AND METHOD OF MANUFACTURE THEREOF	9053953	9-Jun-2015	STATS ChipPAC, Ltd.	13/842,305	15-Mar-2013
INTEGRATED CIRCUIT HAVING STAGGERED BOND PADS AND I/O CELLS (as Amended on 7/30/13)	9054084	9-Jun-2015	STATS ChipPAC, Ltd.	13/716,479	17-Dec-2012
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH REDISTRIBUTION LAYER AND METHOD OF MANUFACTURE THEREOF	9054098	9-Jun-2015	STATS ChipPAC, Ltd.	13/221,894	30-Aug-2011
EXPOSED INTERCONNECT FOR A PACKAGE ON PACKAGE SYSTEM	9059011	16-Jun-2015	STATS ChipPAC, Ltd.	13/589,018	17-Aug-2012
INTEGRATED CIRCUIT PACKAGE SYSTEM WITH PLANAR INTERCONNECT	9059074	16-Jun-2015	STATS ChipPAC, Ltd.	12/055,526	26-Mar-2008
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH INTERCONNECTS	9059108	16-Jun-2015	STATS ChipPAC, Ltd.	13/407,554	28-Feb-2012
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH ISLAND TERMINALS AND EMBEDDED PADDLE AND METHOD OF MANUFACTURE THEREOF	9059151	16-Jun-2015	STATS ChipPAC, Ltd.	13/187,505	20-Jul-2011

Title	Patent Number	Issue Date	Current Assignee	Application Number	Application/ Filing Date
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH SUBSTRATE AND METHOD OF MANUFACTURE THEREOF	9059157	16-Jun-2015	STATS ChipPAC, Ltd.	13/842,582	15-Mar-2013
INTEGRATED CIRCUIT SYSTEM WITH DEBONDING ADHESIVE AND METHOD OF MANUFACTURE THEREOF	9076724	7-Jul-2015	STATS ChipPAC, Ltd.	14/038,275	26-Sep-2013
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH BUMPS AND METHOD OF MANUFACTURE THEREOF	9076737	7-Jul-2015	STATS ChipPAC, Ltd.	12/487,925	19-Jun-2009
DUAL-SIDED FILM-ASSIST MOLDING PROCESS	9076802	7-Jul-2015	STATS ChipPAC, Ltd.	14/037,320	25-Sep-2013
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH POSTS AND METHOD OF MANUFACTURE THEREOF	9082887	14-Jul-2015	STATS ChipPAC, Ltd.	13/966,259	13-Aug-2013
INTEGRATED CIRCUIT PACKAGE SYSTEM WITH MOUNTING FEATURES FOR CLEARANCE	9084377	14-Jul-2015	STATS ChipPAC, Ltd.	11/694,913	30-Mar-2007
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH EXPOSED VERTICAL INTERCONNECTS AND METHOD OF MANUFACTURE THEREOF (as amended on 11/22/13)	9093364	28-Jul-2015	STATS ChipPAC, Ltd.	13/166,438	22-Jun-2011

Title	Patent Number	Issue Date	Current Assignee	Application Number	Application/ Filing Date
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH FAN-IN PACKAGE AND METHOD OF MANUFACTURE THEREOF	9093391	28-Jul-2018	STATS ChipPAC, Ltd.	12/561,897	17-Sep-2009
LEADFRAME SYSTEM WITH WARP CONTROL MECHANISM AND METHOD OF MANUFACTURE THEREOF	9123712		STATS ChipPAC, Ltd.	13/949,432	24-Jul-2013
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH PACKAGE UNDERFILL AND METHOD OF MANUFACTURE THEREOF	9123733		STATS ChipPAC, Ltd.	13/844,160	15-Mar-2013

PATENT APPLICATIONS

Title	Patent Number	Issue Date	Current Assignee	Application Number	Application/ Filing Date
SEMICONDUCTOR DEVICE AND METHOD OF WAFER THINNING INVOLVING EDGE TRIMMING AND CMP			STATS ChipPAC, Ltd.	14134907	19-Dec-2013
SEMICONDUCTOR DEVICE AND METHOD OF MAKING EMBEDDED WAFER LEVEL CHIP SCALE PACKAGES			STATS ChipPAC, Ltd.	14139312	23-Dec-2013
SEMICONDUCTOR DEVICE AND METHOD OF FORMING FINE PITCH RDL OVER SEMICONDUCTOR DIE IN FAN-OUT PACKAGE			STATS ChipPAC, Ltd.	14139614	23-Dec-2013

Title	Patent Number	Issue Date	Current Assignee	Application Number	Application/ Filing Date
SEMICONDUCTOR DEVICE AND METHOD OF REDUCING WARPAGE IMPROVEMENT USING A SILICON TO ENCAPSULANT RATIO			STATS ChipPAC, Ltd.	14109313	17-Dec-2013
SEMICONDUCTOR DEVICE AND METHOD OF FORMING WIRE BONDABLE FAN-OUT EWLB PACKAGE			STATS ChipPAC, Ltd.	14548064	19-Nov-2014
SEMICONDUCTOR AND METHOD OF FORMING COMPLIANT STRESS RELIEF BUFFER AROUND LARGE ARRAY FAN-OUT WLCSP			STATS ChipPAC, Ltd.	14564427	09-Dec-2014
SEMICONDUCTOR DEVICE AND METHOD OF FORMING REPASSIVATION LAYER FOR ROBUST LOW COST FAN-OUT SEMICONDUCTOR PACKAGE			STATS ChipPAC, Ltd.	14616942	09-Feb-2015
SEMICONDUCTOR DEVICE AND METHOD OF FORMING BUILD-UP INTERCONNECT STRUCTURES OVER A TEMPORARY SUBSTRATE			STATS ChipPAC, Ltd.	14624136	17-Feb-2015
STACKABLE MULTI-CHIP PACKAGE SYSTEM			STATS ChipPAC, Ltd.	11754603	29-May-2007
SEMICONDUCTOR PACKAGE SYSTEM WITH CUT MULTIPLE LEAD PADS			STATS ChipPAC, Ltd.	12131037	30-May-2008

Title	Patent Number	Issue Date	Current Assignee	Application Number	Application/ Filing Date
INTEGRATED CIRCUIT PACKAGE SYSTEM WITH LOCKING TERMINAL			STATS ChipPAC, Ltd.	12146192	25-Jun-2008
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH HEATSINK CAP AND METHOD OF MANUFACTURE THEREOF			STATS ChipPAC, Ltd.	13489282	5-Jun-2012
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH INTERPOSER AND METHOD OF MANUFACTURE THEREOF			STATS ChipPAC, Ltd.	13489850	6-Jun-2012
CORELESS INTEGRATED CIRCUIT PACKAGING SYSTEM AND METHOD OF MANUFACTURE THEREOF			STATS ChipPAC, Ltd.	14214765	15-Mar-2014
INTEGRATED CIRCUIT PACKAGING SYSTEM WITH EMBEDDED COMPONENT AND METHOD OF MANUFACTURE THEREOF			STATS ChipPAC, Ltd.	14556992	1-Dec-2014