

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6138164

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CITICORP INTERNATIONAL LIMITED, AS COMMON SECURITY AGENT	05/03/2019
RECEIVING PARTY DATA	
Name:	STATS CHIPPAC, INC.
Street Address:	46429 LANDING PARKWAY
City:	FREMONT
State/Country:	CALIFORNIA
Postal Code:	94538
Name:	STATS CHIPPAC PTE. LTD. FORMERLY KNOWN AS STATS CHIPPAC LTD.
Street Address:	5 YISHUN STREET 23
City:	SINGAPORE
State/Country:	SINGAPORE
Postal Code:	768442
PROPERTY NUMBERS Total: 250	
Property Type	Number
Patent Number:	8174119
Patent Number:	8129231
Patent Number:	8115301
Patent Number:	8037918
Patent Number:	8035205
Patent Number:	8021931
Patent Number:	7994626
Patent Number:	7952211
Patent Number:	7795078
Patent Number:	7713782
Patent Number:	7622811
Patent Number:	7612444
Patent Number:	7608921
Patent Number:	7550828
Patent Number:	7256108
PATENT	

Property Type	Number
Patent Number:	6828220
Patent Number:	7368817
Patent Number:	6815252
Patent Number:	7033859
Patent Number:	6940178
Patent Number:	7367489
Patent Number:	7034391
Patent Number:	8067823
Patent Number:	7074695
Patent Number:	7690551
Patent Number:	7650688
Patent Number:	6737295
Patent Number:	6780682
Patent Number:	6549413
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Patent Number:	6838761
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Patent Number:	6967126
Patent Number:	6972481
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Patent Number:	7045887
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Patent Number:	7101731
Patent Number:	7163842
Patent Number:	7205647
Patent Number:	7208821
Patent Number:	7217598
Patent Number:	7247519
Patent Number:	7279361
Patent Number:	7288434
Patent Number:	7306971
Patent Number:	7306973
Patent Number:	7351610
Patent Number:	7407080

Property Type	Number
Patent Number:	7436048
Patent Number:	7453156
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Patent Number:	9000579
Patent Number:	8999760
Patent Number:	8999754
Patent Number:	8994196
Patent Number:	8994192
Patent Number:	8994185
Patent Number:	8994162
Patent Number:	8993377
Patent Number:	8993376
Patent Number:	8987064

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Patent Number:	8987056
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Patent Number:	8664038
Patent Number:	8659175
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Patent Number:	8653654
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Property Type	Number
Patent Number:	RE44761
Patent Number:	8648469
Patent Number:	8648448
Patent Number:	8643181
Patent Number:	8643166
Patent Number:	8643163
Patent Number:	8643157

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: 4804999400

Email: main@plgaz.com

Correspondent Name: PATENT LAW GROUP: ATKINS AND ASSOCIATES

Address Line 1: 123 W. CHANDLER HEIGHTS ROAD, #12535

Address Line 4: CHANDLER, ARIZONA 85248

ATTORNEY DOCKET NUMBER: 2515.5050

NAME OF SUBMITTER: MARITZA O'NEILL

SIGNATURE: /MARITZA O'NEILL/

DATE SIGNED: 06/04/2020

Total Attachments: 22

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3 May 2019

CITICORP INTERNATIONAL LIMITED

and

CITIBANK KOREA INC.

and

DBS BANK LTD.

and

THE BANK OF NEW YORK MELLON

and

The Companies listed in Schedule 1

DEED OF RELEASE

LATHAM & WATKINS

9 Raffles Place #42-02

Republic Plaza

Singapore 048619

Tel: +65 6539 1161

www.lw.com

THIS DEED is made on 3 May 2019

BETWEEN:

- (1) **CITICORP INTERNATIONAL LIMITED** as common security agent for the Secured Parties (as defined in the Released Documents defined below) (the “**Common Security Agent**”);
- (2) **CITIBANK KOREA INC.** as Korean security agent for the Secured Parties (as defined in the Released Documents defined below) (the “**Korean Security Agent**”, and together with the Common Security Agent, the “**Security Agents**”);
- (3) **DBS BANK LTD.** as facility agent for the Finance Parties (as defined in the Facilities Agreement defined below) (the “**Facility Agent**”);
- (4) **THE BANK OF NEW YORK MELLON** as trustee for the Holders (as defined in the Indenture defined below) (the “**Trustee**”); and
- (5) **THE ENTITIES** listed in Schedule 1 (*Chargors*) (the “**Chargors**”)

WHEREAS:

- (A) The Chargors, the Facility Agent, the Trustee and the Security Agents enter into this Deed in connection with the Facilities Agreement (as defined below) and the Indenture (as defined below), pursuant to the terms of which certain credit facilities were made available to the Chargors.
- (B) Pursuant to the terms of the Facilities Agreement and the Indenture, the Chargors have given certain guarantees and security pursuant to each of the documents listed in Schedule 2 (*Released Documents*) (the “**Released Documents**”).
- (C) The Chargors have requested that the Security Agents release and discharge the guarantees and security created by or pursuant to the Released Documents on the terms set out in this Deed.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Deed:

“**Facilities Agreement**” means the senior term loan and revolving credit facilities agreement dated 12 April 2016 between, among others, STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.), as borrower, and DBS Bank Ltd., as facility agent, under which certain lenders have made available a US\$315,000,000 facility to STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.) and certain of its subsidiaries;

“**Indenture**” means the indenture dated as of 24 November 2015 among STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.), as issuer, and The Bank of New York Mellon, as trustee, providing for the issuance of 8.5% senior secured notes due 2020 in an aggregate principal amount of US\$425,000,000; and

“**Intercreditor Deed**” means the intercreditor deed dated 6 August 2015 between, among others, STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.), DBS Bank Ltd., The Bank of New York Mellon, Citicorp International Limited and Citibank Korea Inc.

- 1.2 Terms defined in the Facilities Agreement, the Indenture and the Intercreditor Deed shall have the same meaning when used in this Deed unless a contrary indication appears herein.

2. RELEASE AND DISCHARGE

- 2.1 In consideration of and conditional upon receipt by the Security Agents of all monies owed to the Senior Creditors pursuant to the Senior Finance Documents, the Security Agents, the Facility Agent and the Trustee hereby irrevocably and unconditionally:

- (a) releases and discharges the Chargors from all present or future, actual or contingent liabilities, obligations, covenants, undertakings, guarantees and security created, evidenced or conferred by, and all rights, claims, actions, suit, accounts, damages and demands whatsoever, known or unknown, arising under, the Released Documents;
- (b) reassigns and retransfers to the Chargors all rights, interest and title to all assets and property of the relevant Chargor which were assigned or transferred to the Security Agents by or pursuant to the Released Documents;
- (c) authorises each Chargor to give notice (at that Chargor's cost and expense) on behalf of the Security Agents of the releases under this Deed to any person on whom notice of any security interest created by the Released Documents was served; and
- (d) agrees that it will, immediately following such release, return any share certificates, stock transfer forms and other documents of title held by it in relation to the Released Documents to the Chargors (or as they may otherwise direct).

3. EXPENSES

Each Chargor shall within three Business Days of demand, pay to each of the Security Agents, the Facility Agent and the Trustee the amount of all costs and expenses (including legal fees) incurred by it or by any Receiver appointed by it under the Released Documents in connection with the negotiation, preparation, execution and performance of this Deed.

4. FURTHER ASSURANCE

The Security Agents, the Facility Agent and the Trustee will, at the request and cost of any Chargor, do all such things and enter into and execute all such deeds, documents, memoranda, agreements or instruments as may be reasonably necessary to give effect to the provisions of this Deed.

5. MISCELLANEOUS

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no rights or benefits expressly or impliedly conferred by this Deed shall be enforceable under that Act against the parties to this Deed by any other person.
- 5.2 If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.
- 5.3 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.
- 5.4 Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

6. GOVERNING LAW AND JURISDICTION

- 6.1 This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 6.2 Subject to Clause 6.3 below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 6.3 The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Senior Creditors to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this Deed has been duly executed as a deed and is delivered on the date stated at the beginning of this Deed.

SCHEDULE 1**RELEASED CHARGORS**

Company name	Jurisdiction of incorporation
STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.)	Singapore
STATS ChipPAC (Barbados) Ltd	Barbados
ChipPAC International Company Limited	British Virgin Islands
STATS ChipPAC (BVI) Limited	British Virgin Islands
STATS ChipPAC Korea Limited	Korea
STATS ChipPAC, Inc.	Delaware, United States of America
Ong Meng Hwee	Singapore
Tan Lay Koon	Singapore
Woo Kwek Kiong	Singapore
Jiangsu Changjiang Electronics Technology Co., Ltd.	People's Republic of China

SCHEDULE 2

RELEASED DOCUMENTS

1. the facility agreement dated 12 April 2016 between STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.), STATS ChipPAC (Barbados) Ltd, ChipPAC International Company Limited, STATS ChipPAC (BVI) Limited, STATS ChipPAC Korea Limited, STATS ChipPAC, Inc., DBS Bank Ltd., Barclays Bank PLC, ING Bank N.V., Singapore Branch, Taishin International Bank Co., Ltd, Singapore Branch, China Minsheng Banking Corp., Ltd., Hong Kong Branch, First Gulf Bank PJSC, Singapore Branch, KGI Bank and China CITIC Bank International Limited
2. the subsidiary guarantee agreement dated as of 24 November 2015 between STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.), STATS ChipPAC, Inc., ChipPAC International Company Limited, STATS ChipPAC (Barbados) Ltd, STATS ChipPAC (BVI) Limited, STATS ChipPAC Malaysia Sdn. Bhd., STATS ChipPAC Korea Ltd. and The Bank of New York Mellon
3. the debenture dated 6 August 2015 between STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.) and Citicorp International Limited
4. the debenture dated 6 August 2015 between STATS ChipPAC (Barbados) Ltd and Citicorp International Limited
5. the debenture dated 6 August 2015 between STATS ChipPAC (BVI) Limited, ChipPAC International Company Limited and Citicorp International Limited
6. the security agreement dated 6 August 2015 between STATS ChipPAC, Inc. and Citicorp International Limited
7. the share charge dated 6 August 2015 between STATS ChipPAC (BVI) Limited and Citicorp International Limited in respect of shares in STATS ChipPAC Malaysia Sdn. Bhd.
8. the equitable mortgage dated 6 August 2015 between STATS ChipPAC (Barbados) Ltd and Citicorp International Limited in respect of shares in STATS ChipPAC (BVI) Limited
9. the equitable mortgage dated 6 August 2015 between STATS ChipPAC, Inc. and Citicorp International Limited in respect of shares in ChipPAC International Company Limited
10. the share pledge dated 6 August 2015 between STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.) and Citicorp International Limited in respect of shares in STATS ChipPAC, Inc.
11. the unit pledge dated 6 August 2015 between STATS ChipPAC (BVI) Limited, STATS ChipPAC (Barbados) Ltd and Citicorp International Limited in respect of shares in STATS ChipPAC Korea Limited
12. the share pledge dated 6 August 2015 between STATS ChipPAC, Inc. and Citicorp International Limited in respect of shares in STATS ChipPAC (Barbados) Ltd
13. the share pledge dated 6 August 2015 between (among others) STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.), Tan Lay Koon and Citicorp International Limited in respect of shares in STATS ChipPAC (Thailand) Limited
14. the supplemental share pledge dated 23 November 2015 between Woo Kwek Kiong and Citicorp International Limited in respect of shares in STATS ChipPAC (Thailand) Limited

15. the share pledge dated 6 August 2015 between (among others) STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.), Ong Meng Hwee and Citicorp International Limited in respect of shares in STATS ChipPAC Services (Thailand) Limited
16. the supplemental share pledge dated 23 November 2015 between Woo Kwek Kiong and Citicorp International Limited in respect of shares in STATS ChipPAC Services (Thailand) Limited
17. the mortgage dated 6 August 2015 between STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.) and Citicorp International Limited
18. the patent security assignment dated 6 August 2015 between STATS ChipPAC, Inc., STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.) and Citicorp International Limited
19. the supplemental patent security agreement dated 1 October 2015 between STATS ChipPAC, Inc., STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.) and Citicorp International Limited
20. the trademark security assignment dated 6 August 2015 between STATS ChipPAC, Inc., STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.) and Citicorp International Limited
21. the copyright security assignment dated 1 October 2015 between STATS ChipPAC, Inc. and Citicorp International Limited
22. the deposit account control agreement dated 6 August 2015 between STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.), the Bank of America, N.A. and Citicorp International Limited
23. the deposit account control agreement dated 6 August 2015 between ChipPAC International Company Limited, Wells Fargo Bank, National Association and Citicorp International Limited
24. the deposit account control agreement dated 6 August 2015 between STATS ChipPAC (Barbados) Ltd, Wells Fargo Bank, National Association and Citicorp International Limited
25. the deposit account control agreement dated 6 August 2015 between STATS ChipPAC (BVI) Limited, Wells Fargo Bank, National Association and Citicorp International Limited
26. the deposit account control agreement dated 6 August 2015 between STATS ChipPAC (BVI) Limited, HSBC Bank USA, National Association and Citicorp International Limited
27. the deposit account and sweep investment control agreement dated 6 August 2015 between STATS ChipPAC, Inc., Wells Fargo Bank, National Association and Citicorp International Limited in respect of account number 436-9561246 and account number 429-6905987
28. the deposit account control agreement dated 6 August 2015 between STATS ChipPAC, Inc., HSBC Bank USA, National Association and Citicorp International Limited
29. the accounts security agreement dated 6 August 2015 between STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.) and Citicorp International Limited
30. the accounts security agreement dated 6 August 2015 between ChipPAC International Company Limited and Citicorp International Limited

31. the accounts security agreement dated 6 August 2015 between STATS ChipPAC (BVI) Limited and Citicorp International Limited
32. the accounts security agreement dated 6 August 2015 between STATS ChipPAC (Barbados) Ltd and Citicorp International Limited
33. the account pledge dated 6 August 2015 between STATS ChipPAC (BVI) Limited and Citibank Korea Inc. in respect of bank accounts in the Republic of Korea
34. the account pledge dated 6 August 2015 between STATS ChipPAC Korea Limited and Citibank Korea Inc. in respect of bank accounts in the Republic of Korea
35. the supplemental agreement dated 5 February 2016 between STATS ChipPAC Korea Limited and Citibank Korea Inc.
36. the supplemental agreement dated 5 February 2016 between STATS ChipPAC (BVI) Limited and Citibank Korea Inc.
37. the account charge dated 1 October 2015 between STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.) and Citicorp International Limited
38. the equipment yangdo-dambo agreement dated 18 April 2016 between STATS ChipPAC Korea Limited and Citibank Korea Inc.
39. the inventory yangdo-dambo agreement dated 12 April 2016 between STATS ChipPAC Korea Limited and Citibank Korea Inc.
40. the receivables assignment agreement dated 12 April 2016 between STATS ChipPAC Korea Limited and Citibank Korea Inc.
41. the insurance assignment agreement dated 12 April 2016 between STATS ChipPAC Korea Limited and Citibank Korea Inc.
42. the intellectual property kun-pledge agreement dated 12 April 2016 between STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.) and Citibank Korea Inc.
43. the intellectual property kun-pledge agreement dated 12 April 2016 between STATS ChipPAC, Inc. and Citibank Korea Inc.
44. the factory kun-mortgage agreement dated 12 April 2016 between STATS ChipPAC Korea Limited and Citibank Korea Inc.
45. the security provider confirmation deed dated 12 April 2016 between STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.), STATS ChipPAC (Barbados) Ltd, ChipPAC International Company Limited, STATS ChipPAC (BVI) Limited, STATS ChipPAC Korea Limited, STATS ChipPAC, Inc., Ong Meng Hwee, Tan Lay Koon and Woo Kwek Kiong
46. the JCET Refinancing Letter of Support dated 12 April 2016 between Jiangsu Changjiang Electronics Technology Co., Ltd., STATS ChipPAC Pte. Ltd. (formerly known as STATS ChipPAC Ltd.) and DBS Bank Ltd.
47. the JCET PERP Refinancing Undertaking dated 6 August 2015 between Jiangsu Changjiang Electronics Technology Co., Ltd. and Citicorp International Limited
48. the JCET Financing Letter of Support dated 22 August 2016 between Jiangsu Changjiang Electronics Technology Co., Ltd., STATS ChipPAC Pte. Ltd. and DBS Bank Ltd.

49. the JCET Financing Undertaking dated 29 November 2016 between Jiangsu Changjiang Electronics Technology Co., Ltd, STATS ChipPAC Pte. Ltd., and DBS Bank Ltd.
50. the JCET Refinancing Undertaking dated 8 September 2016 between Jiangsu Changjiang Electronics Technology Co., Ltd, STATS ChipPAC Pte. Ltd. and DBS Bank Ltd.

SIGNATORIES TO DEED OF RELEASE

THE COMMON SECURITY AGENT

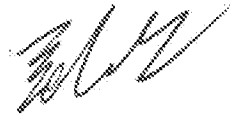
EXECUTED as a DEED for and on behalf of

CITICORP INTERNATIONAL LIMITED

Name: Edmond Pang
Assistant Vice President

Title: _____

Authorized Signatory



[Signature page to Deed of Release]

THE KOREAN SECURITY AGENT

EXECUTED as a DEED for and on behalf of

CITIBANK KOREA INC.

Citibank Korea Inc.
CEO Jin Hei Park
Name: _____
(Da-jung), 21 Cheonggyecheon-ro
Title: _____ Jung-gu, Seoul, 100-100 Korea
Authorized Signatory



[Signature page to Deed of Release]

THE FACILITY AGENT

SIGNED, SEALED AND DELIVERED by

Name: Loy Hwee Chuan
Title: Senior Vice President

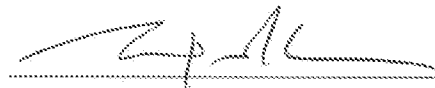


Authorised Signatory

as attorney for and on behalf of
DBS BANK LTD.

In the presence of

Name: TITUS NAM
NRIC / S8903575Z
Passport
No:



Signature of witness

[Signature page to Deed of Release]

THE TRUSTEE

EXECUTED as a DEED by

THE BANK OF NEW YORK MELLON,

LARISSA G. LAMBINO
Vice President

Name: _____



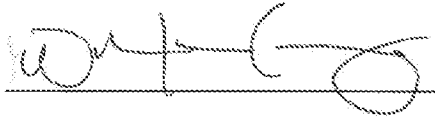
Title: _____

Authorised Signatory

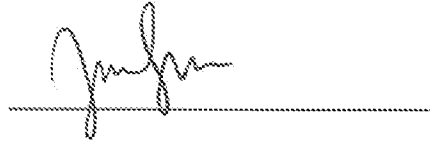
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THE CHARGORS

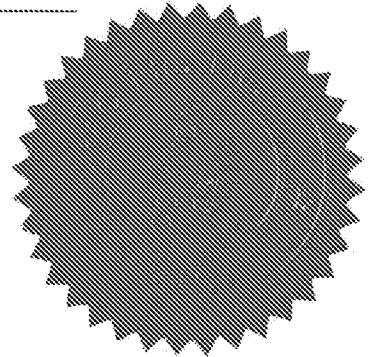
EXECUTED as a DEED by
STATS CHIPPAK PTE. LTD. (formerly known as STATS CHIPPAK LTD.)



Director



Director / Secretary



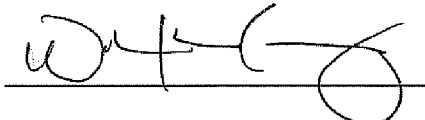
[Signature page to Deed of Release]

THE CHARGORS

EXECUTED as a DEED by

CHIPPAC INTERNATIONAL COMPANY LIMITED

a company incorporated in the British Virgin Islands, acting by

Name: Woo Kwok Kiong 
Title: Director Authorised Signatory

who, in accordance with the laws of that territory, are acting under the authority of that company

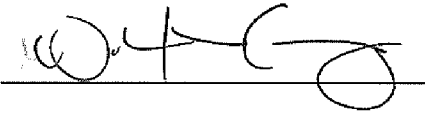
[Signature page to Deed of Release]

THE CHARGORS

EXECUTED as a **DEED** by

STATS CHIPPAK (BVI) LIMITED

a company incorporated in the British Virgin Islands, acting by

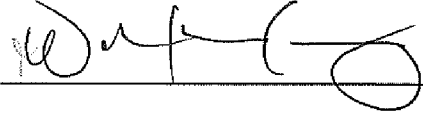
Name: Woo Kwok Kiong 
Title: Director Authorised Signatory

who, in accordance with the laws of that territory, are acting under the authority of that company

[Signature page to Deed of Release]

THE CHARGORS

EXECUTED as a DEED by
STATS CHIPPAC KOREA LIMITED
a company incorporated in Korea, acting by

Name: Woo Kwek Kiong 
Title: Authorized officer Authorised Signatory

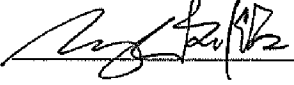
who, in accordance with the laws of that territory, are acting under the authority of that company

[Signature page to Deed of Release]

THE CHARGORS

**EXECUTED as a DEED by
STATS CHIPPAC, INC.**

a company incorporated in the United States of America, acting by

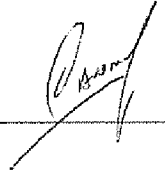
Name: MING LIU 
Title: DIRECTOR Authorised Signatory

who, in accordance with the laws of that territory, are acting under the authority of that company

[Signature page to Deed of Release]

THE CHARGORS


**EXECUTED as a DEED by
ONG MENG HWEE**



in the presence of:

Name: Huang Yan

Address: 10 Meng Mo Kio St 65
#104-08/09, S(569054)

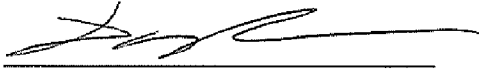


(Signature of witness)

[Signature page to Deed of Release]

THE CHARGORS

**EXECUTED as a DEED by
TAN LAY KOON**

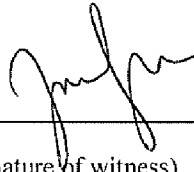


in the presence of:

Name: Joanne Shuck

Address: 10 Ang Mo Kio St. 65

#04-08/09, S(569059)

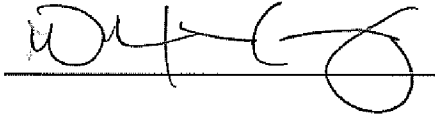


(Signature of witness)

[Signature page to Deed of Release]

THE CHARGORS

**EXECUTED as a DEED by
WOO KWEK KIONG**

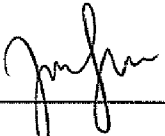


A handwritten signature in black ink, appearing to read 'Woo Kwek Kiong', written over a horizontal line.

in the presence of:

Name: Joanne Shuck

Address: 10 Ang Mo Kio St. 65
#04-08/09, S(569059)



A handwritten signature in black ink, written over a horizontal line.

(Signature of witness)

[Signature page to Deed of Release]

EXECUTED as a **DEED** by
JIANGSU CHANGJIANG ELECTRONICS TECHNOLOGY CO., LTD.
a company incorporated in the People's Republic of China, acting by

Name:  _____

Title: Chairman _____ Authorised Signatory

who, in accordance with the laws of that territory, are acting under the authority of that company

[Signature page to Deed of Release]