

04-27-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

APR 1 2001

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

75454796

Mark if additional names of conveying parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party Only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Dawn Harrington

Name of Person Signing



Signature

April 13, 2001

Dated Signed

TRADEMARK SECURITY INTEREST ASSIGNMENT

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT (the "*Assignment*"), dated as of March 30, 2001 is made by and between (1) SOCIÉTÉ GÉNÉRALE (the "*Assignor*"), as retiring Collateral Agent under that certain Intellectual Property Security Agreement, dated as of April 28, 2000, between Amkor Technology, Inc., Guardian Assets, Inc. and the Assignor, and (2) CITICORP USA INC. (the "*Assignee*"), as successor Collateral Agent.

RECITALS

A. The Assignor has resigned as Administrative Agent, Collateral Agent and Collateral Trustee in respect of the Loan Documents under the Assignment and Release Agreement dated as of March 30, 2001 ("*Assignment and Release Agreement*") and has been succeeded in such capacities by the Assignee.

B. Pursuant to the Assignment and Release Agreement, the Assignor has assigned all of its right, title and interest as Collateral Agent in the Intellectual Property Security Agreement to the Assignee as successor Collateral Agent without recourse, warranty or representation. Trademark registrations and applications which are the subject of the Intellectual Property Security Agreement are listed on the attached Schedule A.

C. The Assignor is entering into this Assignment for the purpose of confirming and providing record notice of Assignee's succession to Assignor as the Collateral Agent under the terms of the Intellectual Property Security Agreement and the assignment to Assignee of all Assignor's right, title and interest as Collateral Agent under the Intellectual Property Security Agreement.

D. Capitalized terms used herein shall, unless otherwise defined herein, have the meanings given in the Intellectual Property Security Agreement.

NOW, THEREFORE, pursuant to and in consideration of the aforementioned agreement, record notice of which is hereby given, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, as successor Collateral Agent, for the benefit of the Secured Parties, all of the Assignor's right, title and interest (as Collateral Agent) in, to and under the aforementioned Intellectual Property Security Agreement, including, without limitation, all right, title and interest of the Assignor as Collateral Agent under such Intellectual Property Security Agreement, including in respect of the Trademark registrations and applications set forth in Schedule A hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has entered into this Assignment and cause the same to be duly executed and delivered to the Assignee.

SOCIÉTÉ GÉNÉRALE
as Collateral Agent

By  _____

Cynthia A. Jay
Managing Director

Acknowledged and Accepted this
___ day of _____, 2001

CITICORP USA, INC.

By _____
Name:
Title:

STATE OF NY)
)
COUNTY OF _____)

SS.

On March 30, 2001, before me, Padmini Seeram, a Notary Public in and for the state of NY, personally appeared Cynthia A. Jay, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Padmini Seeram

(Seal)

PADMINI K. SEERAM
Notary Public, State of New York
No. 41-5006881
Qualified in Queens County 2003
Commission Expires January 11, 2003


IN WITNESS WHEREOF, the Assignor has entered into this Assignment and cause the same to be duly executed and delivered to the Assignee.

SOCIÉTÉ GÉNÉRALE
as Collateral Agent

By _____

Acknowledged and Accepted this
30 day of March, 2001

CITICORP USA, INC.

By  _____

Name:

Johnathon Kim
Vice President

Title:

Global Loans/Leveraged Finance
390 Greenwich/1st Floor
(212) 723-6595 fax (212) 723-8540

[SIGNATURE PAGE -- TRADEMARK SECURITY INTEREST ASSIGNMENT]

TRADEMARK
REEL: 002281 FRAME: 0884

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS.

On March 30, 2001, before me, LINDA STAITI, a Notary Public in and for the state of New York, personally appeared JONATHAN KRAPP personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Linda A. Staiti*

(Seal)

LINDA A. STAITI
Notary Public, State of New York
No. 4963940, Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 19, 2002

SCHEDULE A

TO

ASSIGNMENT

Trademark Registrations and Applications

<u>Mark</u>	<u>Reg./Applic. No.</u>
ChipArray	2,159,448
fleXBGA	2,145,506
POWERQUAD	1,754,474
PowerSOP	2,118,551
SuperBGA	1,866,256
Amkor Anam (and Design)	1,396,071
Amkor Technology	75/417,622
Amkor Technology (and Design)	75/454,796
ePad	75/585,555
ExposedPad	75/585,554
MicroLeadframe	75/577,326
The Fab Guys	75/481,377
wsCSP	75/524,067
TapeArray	75/573,579
VisionPak	75/428,175