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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Manufacturers' Services Limited 06/28/02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A., as Administrative Agent
Internal Address:
Street Address: 335 Madison Avenue
City: New York State: NY Zip: 10017
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other National Banking Association
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Assignment for Security
Execution Date: June 20, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/374014
B. Trademark Registration No.(s) 2301104
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steven Vine
Internal Address: Kaye Scholer LLP
Street Address: 425 Park Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 9
7. Total fee (37 CFR 3.41) \$ 240.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: N/A
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Steven Vine Signature Date 6/27/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/03/2002 LMUELLER 0000166 76374014 40.00 DP 200.00 DP 01 FC:401 02 FC:402

TRADEMARKS

Trademarks:

| Jurisdiction | Registered Owner | Trademark (Class) | Regist. No (App. No.) | Reg. Date (App. Date) |
|----------------------|---------------------------------|---|------------------------------|------------------------------|
| Applications: | | | | |
| United States | Manufacturers' Services Limited | GLOBAL SOLUTIONS FOR THE LIFE OF YOUR PRODUCT | (76/374014) | (02/21/2002) |
| United States | Manufacturers' Services Limited | MSL | (76/021600) | (04/07/2000) |
| United States | Manufacturers' Services Limited | MSL and Globe Design | (76/021601) | (04/07/2000) |
| United States | Manufacturers' Services Limited | PARTNERWEB | (76/009967) | (03/23/2000) |
| Registered: | | | | |
| United States | Manufacturers' Services Limited | MANUFACTURERS' SERVICES | 2301104 (75/548974) | 12/14/1999 (09/04/1998) |
| United States | Manufacturers' Services Limited | MANUFACTURERS' SERVICES and Globe Design | 2154544 (75/131372) | 05/05/1998 (07/09/1996) |
| United States | Manufacturers' Services Limited | Misc. Design (Globe) | 2148653 (75/131310) | 04/07/1998 (07/09/1996) |
| United States | Manufacturers' Services Limited | TCOO | 2154546 (75/131652) | 05/05/1998 (07/09/1996) |
| United States | Manufacturers' Services Limited | TOTAL COST OF OWNERSHIP | 1946905 (74/634007) | 01/09/1996 (02/14/1995) |

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Manufacturers' Services Limited (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), Bank of America, N.A., as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, "Assignee"), Credit Suisse First Boston, Cayman Islands Branch, as syndication agent, Banc of America Securities LLC and Credit Suisse First Boston, Cayman Islands Branch, as co-book managers and co-lead arrangers, and General Electric Capital Corporation, as documentation agent, are parties to the Credit Agreement dated as of the date hereof, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 335 Madison Avenue, New York, New York 10017.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 20th day of June, 2002.

MANUFACTURERS' SERVICES LIMITED

By: 

Name: Sean Lannan

Title: Treasurer