

10-10-2003

10403

Form PTO-1594

RE



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

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

102572861

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼

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

1. Name of conveying party(ies):

AMI SEMICONDUCTOR, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 9/26/2003

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston, as Collateral Agent

Internal

Address: _____

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED SCHEDULE.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....

\$115⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Angela Cioffi

Name of Person Signing

Angela Cioffi

Signature

10/8/2003

Date

67

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

10/10/2003 12:00:02 PM 00000013 76194454

01 FC:0521
02 FC:0522

40.00 DP
75.00 DP

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

TRADEMARK
REEL: 002841 FRAME: 0866

Schedule 1

Trademarks owned by AMI Semiconductor, Inc.

Trademark Applications:

Trademark	Classes	Application Number	Application Date
AMI SEMICONDUCTOR	9,16,42	76/194454	16-Jan-01
AMIS (stylized)	9,16,42	76/194453	16-Jan-01
ASTRIC (stylized)	9	78/13499	10-Jun-02
XPRESSARRAY	9	76/326068	16-Oct-01

AMENDED AND RESTATED SECURITY

AGREEMENT dated as of September 26, 2003, among AMI SEMICONDUCTOR, INC., a Delaware corporation formerly named AMI Spinco, Inc. (the "*Borrower*"), each Subsidiary of the Borrower listed on Schedule I hereto (collectively, the "*Existing Subsidiary Grantors*") and CREDIT SUISSE FIRST BOSTON, as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Amended and Restated Credit Agreement dated as of September 26, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, AMIS Holdings, Inc., a Delaware corporation formerly named AMI Holdings, Inc. ("*Holdings*"), the lenders from time to time party thereto (the "*Lenders*") and Credit Suisse First Boston, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and as Collateral Agent, (b) the Parent Guarantee Agreement dated as of December 21, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*") between Holdings and the Collateral Agent, (c) the Subsidiary Guarantee Agreement dated as of June 26, 2002 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*") among the Borrower, the Subsidiaries of the Borrower from time to time party thereto (collectively, the "*Subsidiary Guarantors*") and the Collateral Agent and (d) the Reaffirmation of Guarantee dated as of the date hereof, among Holdings, the Existing Subsidiary Grantors and the Collateral Agent, pursuant to which Holdings and the Existing Subsidiary Grantors reaffirmed their respective guarantee obligations under the Guarantee Agreement and the Subsidiary Guarantee Agreement. The Credit Agreement amends and restates that certain Credit Agreement dated as of December 21, 2000, among the Borrower (as the surviving corporation of the merger of AMI Merger Company, Inc. and AMI Spinco, Inc.), Holdings, the Administrative Agent, the Collateral Agent and certain lenders party thereto and, in connection with such amendment and restatement, the Borrower, the Existing Subsidiary Grantors and the Collateral Agent desire to amend and restate that certain Security Agreement dated as of December 21, 2000, among AMI Spinco, Inc., AMI Merger Company, Inc. and the Collateral Agent (the "*Existing Security Agreement*") in the form hereof to, among other things, reflect certain changes in applicable law that have become effective between the date of the Existing Security Agreement and the date hereof.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. From time to time additional Subsidiaries of the Borrower may become parties to this Agreement pursuant to Section 7.15 (such additional Subsidiaries, if any, together with the Borrower and the Existing Subsidiary Grantors, collectively referred to herein as the "*Grantors*"). The obligations of the Lenders to make Loans and of the Issuing Bank to

issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents and (d) the due and punctual payment and performance of all obligations of the Borrower under each Interest Rate Protection Agreement entered into with any counterparty that was a Lender (or an Affiliate of a Lender) at the time such Interest Rate Protection Agreement was entered into (all the monetary and other obligations described in the preceding clauses (a) through (d) being referred to collectively as the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of, an Account.

"Accounts" shall have the meaning specified in Section 9-102 of the New York UCC.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Chattel Paper" shall have the meaning specified in Section 9-102 of the New York UCC.

"Collateral" shall have the meaning assigned to such term in Section 2.01.

"Commercial Tort Claims" shall have the meaning specified in Section 9-102 of the New York UCC.

"Commodity Account" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried for a Commodity Customer.

"Commodity Contract" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright

in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Deposit Account” shall have the meaning specified in Section 9-102 of the New York UCC.

“Documents” shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

“Entitlement Holder” shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the New York UCC, such person is the Entitlement Holder.

“Equipment” shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

“Equity Interest” shall mean shares of capital stock, partnership interests, membership interests in a limited liability company or beneficial interests in a trust or other equity ownership interests in a person.

“Financial Asset” shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the New York UCC or its equivalent in other jurisdictions. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person’s claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

“Fixtures” shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

“General Intangibles” shall have the meaning specified in Section 9-102 of the New York UCC.

“Intellectual Property” shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, or other data or information, software and databases and all embodiments or fixations thereof and related documentation and registrations, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Inventory” shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor’s business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

“Investment Property” shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts, Commodity Accounts and Equity Interests of any Grantor, whether now owned or hereafter acquired by any Grantor; *provided that* “Investment Property” shall not include any Equity Interest in a Foreign Subsidiary or an Immaterial Subsidiary until such time as such Equity Interest shall be pledged pursuant to the Pledge Agreement.

“Letter-of-Credit Rights” shall have the meaning specified in Section 9-102 of the New York UCC.

“License” shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party and that is material to the conduct of its business, including those listed on Schedule III (other than (i) those license agreements in existence on the date hereof and (ii) those license agreements entered into after the date hereof, which, in either case, by their terms prohibit (or require the consent of the counterparty to any) assignment or a grant of a security interest by such Grantor as licensee thereunder).

“New York UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“Obligations” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patent License” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the

right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

“Patents” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Perfection Certificate” shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of the Borrower.

“Proceeds” shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Secured Parties” shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to an Interest Rate Protection Agreement entered into with the Borrower if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Interest Rate Protection Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

“Securities” shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer

which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c) (i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

“*Securities Account*” shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

“*Securities Intermediary*” shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains Securities Accounts for others and is acting in that capacity.

“*Security Entitlements*” shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

“*Security Interest*” shall have the meaning assigned to such term in Section 2.01.

“*Trademark License*” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“*Trademarks*” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, and any extensions, renewals or modifications of the Obligations, each Grantor hereby assigns and pledges as security to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "*Security Interest*") in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Collateral*"):

- (i) all Accounts;
- (ii) all Accounts Receivable;
- (iii) all Chattel Paper;
- (iv) all Deposit Accounts;
- (v) all Documents;
- (vi) all Equipment;
- (vii) all General Intangibles;
- (viii) all Intellectual Property;
- (ix) all Inventory;
- (x) all Investment Property;
- (xi) all Letter-of-Credit Rights;
- (xii) all Commercial Tort Claims listed on Schedule VI;
- (xiii) all books and records pertaining to the Collateral; and
- (xiv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing;

provided that the Collateral shall not include any rights under any item that would, but for this proviso, constitute Collateral, to the extent, but only to the extent, that the terms

thereof expressly prohibit the pledge, grant of a security interest in or lien on, or the transfer, assignment or hypothecation by a Grantor of, such item (the "*Excluded Collateral*"), in each case in the manner contemplated hereby, unless a consent thereto shall have been obtained; *provided, further*, that the Collateral shall include all rights to Accounts and General Intangibles for money due or to become due under such Excluded Collateral and all other rights as to which any prohibition on such pledge, grant of a security interest in or lien on, or the transfer, assignment or hypothecation of, such item is ineffective, whether under Article 9 of the New York UCC or otherwise, and shall also include all Proceeds of any such Excluded Collateral (with any such Excluded Collateral deemed to be Collateral for this purpose); and *provided, further*, that at such time as the grant of a security interest in such Excluded Collateral would no longer result in the forfeiture thereof, or default thereunder, then the Collateral Agent's security interest therein shall automatically and without any further action attach and become fully effective at that time.

Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any financing statements with respect to the Security Interest or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

The Collateral Agent is further authorized to file in the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability*. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority*. Each Grantor has good and valid rights in and title to the Collateral, subject only to permitted Liens, with respect to which

it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than (i) any consent or approval which has been obtained or (ii) any consent or approval which, if not obtained, would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

SECTION 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete as of the date hereof. Uniform Commercial Code financing statements (including fixture filings, as applicable) containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental office specified in Schedule 6 to the Perfection Certificate, which are all the filings (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing Uniform Commercial Code financing statements in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law (it being understood and agreed that no filings, recording or registrations shall be required to be made with respect to motor vehicles subject to any requirement that a filing, registration or recording be made with the department of motor vehicles or any other similar department or agency in any relevant jurisdiction).

(b) Each Grantor shall ensure that fully executed instruments containing a description of all Collateral consisting of Intellectual Property in the form of United States Patents, United States registered Trademarks (and Trademarks for which United States registration applications are pending) or United States registered Copyrights will be promptly delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable (in each case to the extent that the same shall not have been previously so recorded), to protect the validity of and to establish (or continue) a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of United States registered Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to

perfect the Security Interest with respect to any Collateral consisting of United States registered Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, to the extent a security interest therein can be created under the Uniform Commercial Code, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code and (c) a security interest that is and shall continue to be perfected in all Collateral in which a security interest may be perfected by the recording of this Agreement (or a separate instrument reflecting the security interest herein granted) with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. *Change of Name; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its legal name, (ii) in the location of its jurisdiction of incorporation or organization, (iii) in its form of organization or (iv) in its Federal Taxpayer Identification Number or other identification number assigned by its jurisdiction of incorporation or formation. Each

Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral, subject only to Liens permitted pursuant to Section 6.02 of the Credit Agreement. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. *Periodic Certification.* Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.04 of the Credit Agreement, the Borrower shall, upon the request of the Collateral Agent, deliver to the Collateral Agent a certificate executed by a Financial Officer of the Borrower (a) setting forth the information required pursuant to Section 2(c) of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable), including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest under the Uniform Commercial Code, to the extent such Security Interest can be perfected by filing for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all United States registered Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. *Further Assurances.* Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument having a principal amount in excess of \$100,000, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute United States registered Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its reasonable best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. *Inspection and Verification.* The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall at reasonable intervals and upon reasonable prior notice have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and (with the participation of or prior notice to such officers) their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.16 of the Credit Agreement).

SECTION 4.06. *Taxes; Encumbrances.* At its option, upon prior written notice to the applicable Grantor, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. *Assignment of Security Interest.* If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 or 6.05 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor (and the Collateral Agent in the case of items delivered to it) shall remain at all times in possession (which possession shall include (a) in the case of Investment Property, possession through one or more Securities Intermediaries and (b) in the case of Inventory located on the premises of any property leased and used by the Borrower or any Subsidiary in the ordinary course of business, storage of Inventory on such property in the ordinary course of business) of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of

any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory that is material individually or in the aggregate to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest. Each Grantor agrees to use its commercially reasonable efforts to cause any such warehouseman, bailee, agent or processor to agree in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent.

SECTION 4.10. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.02 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, following written notice to the Grantors, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Legend.* Each Grantor shall, if requested by the Collateral Agent, legend, in form and manner satisfactory to the Collateral Agent, its

Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.13. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) Each Grantor shall, within ten days after the end of each calendar month, inform the Collateral Agent of each application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office or United States Copyright Office filed during such calendar month by such Grantor, either itself or through any agent, employee, licensee or designee and, upon request of the Collateral Agent, each Grantor shall execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its

attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable, subject to Section 7.14.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights material to the conduct of such Grantor's business (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of such Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall, upon the request of the Collateral Agent, use its reasonable best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of

Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable, subject to Section 7.14. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and

(b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, exercise any Grantor's right to bill and receive payment for completed work and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such

failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by

statute or under a judicial proceeding), the receipt of the purchase money by the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, to the extent granting such license or sub license would not violate any agreement applicable to such Intellectual Property, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Grantor other than the Borrower shall be given to it at its address or fax number set forth on the instrument delivered pursuant to Section 7.15 (or, in the case of any Existing Subsidiary Grantor, as set forth on Schedule I hereto), with a copy to the Borrower.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall, to the extent permitted by law, be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document (other than this Agreement), any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document (other than this Agreement) or any other

agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.*
(a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of

the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, any claim, litigation, investigation or proceeding (whether or not any Indemnitee is a party thereto) relating to the execution, delivery or performance of this Agreement or to the Collateral; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United

States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, 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 or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that, to the extent permitted by law, 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 shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent 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 the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. Termination. (a) This Agreement and the Security Interest shall terminate when all the Obligations (other than wholly contingent indemnification obligations) then due and owing have been paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Grantor other than the Borrower shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released in the event that all the capital stock of such Grantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; *provided* that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(b) The Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document, in which case such Collateral (unless sold to Holdings or a Subsidiary of Holdings) shall be sold free and clear of the Liens created by the Security Documents.

SECTION 7.15. *Additional Grantors.* Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMI SEMICONDUCTOR, INC.,

by: Brent D. Jensen
Name: Brent D. Jensen
Title: Sec-CEO

AMI ACQUISITION LLC,

by: Brent D. Jensen
Name: Brent D. Jensen
Title: Sec-CEO

AMI ACQUISITION II LLC,

by: Brent D. Jensen
Name: Brent D. Jensen
Title: Sec-CEO

CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, as Collateral Agent,

by: _____
Name:
Title:

by: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMI SEMICONDUCTOR, INC.,

by: _____
Name:
Title:


AMI ACQUISITION LLC,

by: _____
Name:
Title:

AMI ACQUISITION II LLC,

by: _____
Name:
Title:

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch,
as Collateral Agent,

by: 
Name: ROBERT HETU
Title: DIRECTOR

by: 
Name: DOREEN B. WELCH
Title: ASSOCIATE

EXISTING SUBSIDIARY GRANTORS

<u>Name</u>	<u>Address</u>
AMI Acquisition LLC	2300 Buckskin Road Pocatello, Idaho 83201
AMI Acquisition II LLC	2300 Buckskin Road Pocatello, Idaho 83201

[[NYCORP:2303995v6:4235B:09/25/03--1]:19 a]]

COPYRIGHTS OWNED BY AMI ACQUISITION LLC

U.S. Copyright Registrations

<u>Title</u>	<u>Class</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

Pending U.S. Copyright Applications for Registration

<u>Title</u>	<u>Class</u>	<u>Date Application Filed</u>
None		

LICENSESPART ILICENSES/SUBLICENSES OF AMI SEMICONDUCTOR, INC. ON DATE HEREOFA. Copyrights

[List U.S. copyrights in numerical order by Reg. No.]

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Title of U.S. Copyrights</u>	<u>Class</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
----------------------------------	------------------------------------	---------------------------------	--------------	------------------	-----------------

None

B. Patents

[List in numerical order by U.S. patent nos. followed by U.S. patent application nos.]

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Title of U.S. Patent</u>	<u>Class</u>	<u>Application Date Filed/Issue Date</u>	<u>Application Patent No.</u>
----------------------------------	------------------------------------	-----------------------------	--------------	--	-------------------------------

None

C. Trademarks

[List in numerical order by U.S. trademark nos. followed by U.S. trademark application nos.]

<u>Licensee Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Class</u>	<u>Application Date Filed/Reg. Date</u>	<u>Application Reg. No.</u>
----------------------------------	------------------------------------	------------------	--------------	---	-----------------------------

None

PART 2LICENSES/SUBLICENSES OF AMI SEMICONDUCTOR, INC. AS LICENSEE ON DATE HEREOFA. Copyrights

[List U.S. copyrights in numerical order by Reg. No.]

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Title of U.S. Copyright</u>	<u>Class</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
----------------------------------	------------------------------------	--------------------------------	--------------	------------------	-----------------

None

B. Patents

[List in numerical order by U.S. patent nos. followed by U.S. patent application nos.]

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Title of U.S. Patent</u>	<u>Class</u>	<u>Application Date Filed/Issue Date</u>	<u>Application Patent No.</u>
----------------------------------	------------------------------------	-----------------------------	--------------	--	-------------------------------

See attachments

C. Trademarks

[List in numerical order by U.S. trademark nos. followed by U.S. trademark application nos.]

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>U.S. Mark</u>	<u>Class</u>	<u>Application Date Filed/Reg. Date</u>	<u>Application Reg. No.</u>
--------------------------------------	--	------------------	--------------	---	---------------------------------

None

Licensee Name And Address	Date of License/ Sublicense	Title	National Class	International Class (IPC)	Application Date	Publication Date	Patent Number	Inventor Name
LEMELSON MEDICAL, EDUCATION AND RESEARCH FOUNDATION 930 Tahoe Blvd., Suite 284	1/8/1999	COMPUTING APPARATUS	360/092; 348/107; 352/008; 352/073; 352/123; 360/002	G03B 21/2; G03B 23/2; H04N 7/18 H04N 5/78	8/28/1961 8/27/1962	2/29/1972 7/15/1980	US3646258 US4213163	Lemelson, Jerome H. Lemelson, Jerome H.
		Steuerung fuer automatische Warenlager Vorrichtung zum Transportieren von Lasten zu und von ausgewaehlten Lagerstellen eines Warenlagers	072/056; 072/256; 072/270; 425/174 BR 255/470; 235/475; 250/666	B65G B65G B30B 11/22 G06K 7/10 B28C 45/77	9/30/1965	3/13/1969	DE1431810A1	Lemelson, Jerome Hal
LEMELSON MEDICAL, EDUCATION AND RESEARCH FOUNDATION 930 Tahoe Blvd., Suite 284	1/8/1999	EXTRUSION APPARATUS	072/007; 4; 072/256; 072/457; 264/132 156/446; 156/187; 156/173; 156/244; 13; 156/500; 242/438.1	B21B 37/14; B21C 23/0; B28B 21/54 B65H 5/40	6/5/1968 6/25/1968	8/24/1971 10/26/1971	US3616495 US3616070	Lemelson, Jerome H. Lemelson, Jerome H.
		REPRODUCTION SYSTEM HAVING VERTICAL SYNCHRONIZING SIGNAL INDEPENDENT HORIZONTAL SCANNING FREQUENCY METHOD OF PRODUCING AN ASSEMBLY PUZZLE	348/097 273/157 R; 264/132; 446/127 118/665; 118/312; 118/318 228/003.1	H04N 5/88; H04N 7/18 A63F 9/10 B05C 5/0; B05C 7/2; B05C 11/8 B23K 21/0; B23P 3/2 B29C 1/8	7/22/1968	4/16/1974	US3804878	Lemelson, Jerome H.
LEMELSON MEDICAL, EDUCATION AND RESEARCH FOUNDATION 930 Tahoe Blvd., Suite 284	1/8/1999	PIPE-COATING APPARATUS	264/317; 264/040; 4; 264/040; 6 239/145; 222/187; 239/424; 5; 239/434; 261/099; 401/196; 401/205	B05B 7/6	2/24/1969	6/8/1971	US3583635	Lemelson, Jerome H.
		LOAD HANDLING MECHANISM AND AUTOMATIC STORAGE SYSTEM	414/276; 414/278; 414/283 015/004; 015/050.3; 015/103; 118/237; 118/305	B65G 1/6	3/7/1969	7/4/1972	US3674159	Lemelson, Jerome H.
LEMELSON MEDICAL, EDUCATION AND RESEARCH FOUNDATION 930 Tahoe Blvd., Suite 284	1/8/1999	BUILDING MAINTENANCE APPARATUS CONTINUOUS MANUFACTURING PROCESSES AND APPARATUS APPARATUS AND METHOD FOR PRODUCING COMPOSITE MATERIALS	029/033 C; 072/070.1; 072/206; 072/256; 425/163; 425/327 156/384; 029/419.1; 156/383; 156/555; 228/117; 228/190; 428/614 222/079; 222/326	A47L 1/2; A47L 11/0 B21C 31/0	3/27/1969 3/27/1969	8/15/1972 8/15/1972	US3641607 US3683471	Lemelson, Jerome H. Lemelson, Jerome H.
		WATER PISTOL Verfahren und Vorrichtung zur Herstellung von Verbundgusskoerpern	FR201275A5	B32B 3/10; B41M 1/26 A63H 33/0	4/7/1969 4/14/1969	11/16/1971 4/20/1971	US3620880 US3575318	Lemelson, Jerome H. Kunz, Oskar
Unit 802			029/033 P; 029/563; 198/341.05; 198/346.1; 198/348; 198/349; 198/465.1; 414/592 033/549; 033/505; 356/621	B29C; B29C 5/4 B29D 23/0	7/10/1969 7/11/1969	1/15/1970 3/20/1970	DE1934893A1 FR201275A5	Lemelson, Jerome H. no inventor named, but assigned to Jerome
LEMELSON MEDICAL, EDUCATION AND RESEARCH FOUNDATION 930 Tahoe Blvd., Suite 284	1/8/1999	AUTOMATIC PRODUCTION MACHINERY AUTOMATIC MEASUREMENT APPARATUS AUDIOVISUAL RECORD MEMBER AND PLAYBACK MEANS THEREFORE CREDIT VERIFICATION SYSTEM	353/016 340/005.4; 340/005.9; 379/091.01 428/166; 236/009 R; 264/001.6; 264/001.9; 359/530; 404/014; 428/029; 428/167 425/155; 425/325; 425/326.1; 425/393; 425/532	B23P 23/6; B23P 23/4 G01B 5/0; G01B 11/0 G03B 31/6 G06F 7/4; H04Q 5/2	8/29/1969 10/7/1969	12/17/1974 1/25/1972	US3854889 US3656635	Lemelson, Jerome H. Lemelson, Jerome H.
		REFLEX REFLECTIVE SHEETING EXTRUSION APPARATUS		B44F 1/2 B29J 5/6	6/24/1970 9/1/1970	2/13/1973 1/2/1973	US3716445 US3708253	Lemelson, Jerome H. Lemelson, Jerome H.

	TAPE CARTRIDGE DRIVE AND TRANSDUCING APPARATUS FOR THE TAPE THEREOF	360/093; 242/340; 242/356; 360/251.4 204/157.41; 204/157.42; 204/157.44; 204/153.80 U 1/12	G11B 15/24; G11B 15/26; G11B 21/2 G06R 7/10	11/30/1970 11/30/1970	9/26/1972; US3693983 6/10/1980; US4207154	Lemelson, Jerome H. Lemelson, Jerome H.
	DOCUMENT SCANNING APPARATUS AND METHOD	235/439; 235/470 427/585; 361/746; 427/059; 427/126.1; 427/586; 427/596; 427/597; 430/296; 430/319; 430/945; 438/658; 438/676; 438/768	G06F 7/10	1/11/1971	1/9/1973; US3710078	Lemelson, Jerome H.
	METHOD OF MAKING AN ELECTRICAL CIRCUIT	264/173.16	B44D 1/18 B23F 3/10	2/16/1971 2/22/1971	4/2/1974; US3801366 6/6/1978; US4093693	Lemelson, Jerome H. Lemelson, Jerome H.
	Method for making composite articles APPARATUS FOR WORKING MOLDABLE MATERIAL	425/003; 366/076.92; 425/077; 425/202 414/792.5; 414/331.11; 414/348; 414/401; 414/500	B29B 1/10	4/9/1971	11/27/1973; US3774890	Lemelson, Jerome H.
	AUTOMATIC TRANSFER AND TRANSPORT SYSTEM	414/401; 414/500	B66G 67/4	4/27/1971	1/29/1974; US3788500	Lemelson, Jerome H.
	AUDIO-VISUAL APPARATUS AND RECORD MEMBER THEREFOR	353/019; 348/110; 353/120 235/472.03; 235/462.49; 235/468; 235/469; 235/473; 235/495; 359/020; 382/313 446/060	G03B 3/16 G06K 7/10 A63H 2/72 A63H 2/70	6/11/1971 7/6/1971 7/6/1971 7/6/1971	3/18/1975; US3871758 5/22/1973; US3735350 4/3/1973; US3724123 1/28/1974; US3787997	Lemelson, Jerome H. Lemelson, Jerome H. Lemelson, Jerome H. Lemelson, Jerome H.
	MODEL AIRPLANE STRUCTURES	446/060	B29D 7/12 B23B 39/8	8/10/1971 9/2/1971	3/18/1980; US4193959 6/18/1974; US3817647	Lemelson, Jerome H. Lemelson, Jerome H.
	Pressure forming method	264/166; 264/216; 264/289 408/008; 082/900; 408/006 419/006; 029/919.1; 029/922.3; 019/229; 164/108; 419/024; 428/293.1; 428/392; 428/450; 428/469;	B23K 3/70	10/13/1971	12/18/1973; US3779446	Lemelson, Jerome H.
	Fiber reinforced composite material and method of making same	428/538.5; 428/549; 428/552; 428/567; 428/608; 505/822; 509/823	B23P 1/70 A63H 30/6	9/27/1971 10/12/1971	6/17/1976; US3889348 9/19/1972; US3691670	Lemelson, Jerome H. Lemelson, Jerome H.
	TOY VEHICLE AND TRACK	446/119	B23K 3/70	10/13/1971	12/18/1973; US3779446	Lemelson, Jerome H.
	WELDING APPARATUS	228/015.1; 072/112; 072/317; 228/002.3	B65D 1/70 G01B 7/28; G01B 5/0 A63F 3/0 A63F 7/0 A63F 9/0	10/26/1971 1/24/1972 1/24/1972 1/24/1972 1/24/1972	4/9/1974; US3802594 4/23/1974; US3805393 12/4/1973; US3778552 8/6/1974; US3827694 4/30/1974; US3807731	Lemelson, Jerome H. Lemelson, Jerome H. Lemelson, Jerome H. Lemelson, Jerome H. Lemelson, Jerome H.
	OPENING MEANS FOR A MOLDED CONTAINER	220/273; 220/270; 220/276 033/555; 033/504; 033/505; 033/784 273/266; 273/139; 273/265; 273/281 273/113	B65D 85/18; B65D 33/14 B65B 5/4	2/3/1972	12/4/1973; US3776372 3/26/1974; US3798874	Lemelson, Jerome H. Lemelson, Jerome H.
	BOARD GAME APPARATUS	273/113	B65D 37/0	2/3/1972	11/27/1973; US3774812	Lemelson, Jerome H.
	GAME APPARATUS	273/447	G11B 23/18; G11B 23/12; G11B 23/42	2/7/1972	10/17/1972; US3699266	Lemelson, Jerome H.
	INTERCONNECTABLE GAME ELEMENTS	446/462	B65G 1/6	3/22/1972	8/7/1973; US3750804	Lemelson, Jerome H.
	TOY VEHICLES	206/287; 383/023	B44F 1/6 B24C 1/0 H04N 7/18	3/27/1972 3/27/1972 5/18/1972	5/20/1975; US3684554 12/3/1974; US3851426 10/3/1978; US4116730	Lemelson, Jerome H. Lemelson, Jerome H. Lemelson, Jerome H.
	TOY VEHICLES	446/462				
	CONTAINER AND RETAINING MEANS	222/211; 383/019 360/092; 242/337.1; 352/072; 352/073; 352/076; 352/078 R; 360/132; 360/241				
	HEAT SEALING MACHINE AND METHOD	414/276; 414/278; 414/280; 414/283 359/538; 040/427; 040/428; 040/475; 359/542; 359/576; 359/580; 359/619; 428/029; 429/034; 428/203 45/1038; 24/1001; 45/1055 348/094; 386/128				
	INTERNAL SUPPORT MEANS	222/211; 383/019 360/092; 242/337.1; 352/072; 352/073; 352/076; 352/078 R; 360/132; 360/241				
	TAPE CARTRIDGE AND TRANSDUCING MEANS THEREFOR	414/276; 414/278; 414/280; 414/283 359/538; 040/427; 040/428; 040/475; 359/542; 359/576; 359/580; 359/619; 428/029; 429/034; 428/203 45/1038; 24/1001; 45/1055 348/094; 386/128				
	LOAD HANDLING MECHANISM AND AUTOMATIC STORAGE SYSTEM	414/276; 414/278; 414/280; 414/283 359/538; 040/427; 040/428; 040/475; 359/542; 359/576; 359/580; 359/619; 428/029; 429/034; 428/203 45/1038; 24/1001; 45/1055 348/094; 386/128				
	Display sheet material and method	414/276; 414/278; 414/280; 414/283 359/538; 040/427; 040/428; 040/475; 359/542; 359/576; 359/580; 359/619; 428/029; 429/034; 428/203 45/1038; 24/1001; 45/1055 348/094; 386/128				
	METHOD FOR FINISHING ARTICLES	414/276; 414/278; 414/280; 414/283 359/538; 040/427; 040/428; 040/475; 359/542; 359/576; 359/580; 359/619; 428/029; 429/034; 428/203 45/1038; 24/1001; 45/1055 348/094; 386/128				
	Scanning apparatus and method	414/276; 414/278; 414/280; 414/283 359/538; 040/427; 040/428; 040/475; 359/542; 359/576; 359/580; 359/619; 428/029; 429/034; 428/203 45/1038; 24/1001; 45/1055 348/094; 386/128				

Apparatus and method for controlling the internal structure of matter	264/443; 264/070; 264/464; 425/174.2; 505/625; 505/679	B29F 3/0	3/3/1976	9/8/1981	USA 288398	Lemelson, Jerome H.
Card scanning video system	386/066; 235/448; 380/002; 360/081; 360/101	H04N 5/78; G11B 25/4	3/9/1976	4/11/1978	USA 084198	Lemelson, Jerome H.
Cataluff launched model glider	448/065	A63H 2/14	6/7/1976	12/27/1977	USA 064647	Lemelson, Jerome H.
Machine tool and method	408/012; 408/700; 408/701	B23B 3/94	8/1/1976	10/31/1978	USA 118139	Lemelson, Jerome H.
Building insulation system and method	052/302.3; 052/168.11	E02D 27/32; E04B 1/64; E04B 1/76	8/30/1976	2/28/1978	USA 075799	Lemelson, Jerome H.
Method of coating a composite mold reflex reflectors with pyramid-shaped indentations	264/225; 248/114.1; 264/219; 264/337; 264/338; 427/133; 427/135	B29C 1/2; B29C 1/4; B28B 7/36; B22B 3/32B 3/28; B32B 3/30	9/2/1976	10/17/1978	USA 120930	Lemelson, Jerome H.
Food flavorings and methods for producing same	426/466; 426/633; 426/650; 426/655; 426/804	A23L 1/221; A23L 1/222	9/15/1976	1/1/1980	USA 181743	Brumlick, George C.; Lemelson, Jerome H.
Button assembly for textile material Method for forming hollow shells by rotational casting and winding thereon	002/265; 158/172; 158/156; 158/245; 264/045.7; 264/046.7; 264/311	D05B 3/14	10/8/1976	10/17/1978	USA 120054	Lemelson, Jerome H.
Radiation beam apparatus and method	422/186; 204/157.61	B29C 2/0	10/29/1976	10/31/1978	USA 123307	Lemelson, Jerome H.
Fastening materials	024/452; 024/446; 428/082; 428/100	B01J 19/8	11/24/1976	5/19/1987	USA 666678	Lemelson, Jerome H.
Manufacturing apparatus	228/001.1; 156/500; 228/018; 425/327	A44B 1/30	12/29/1976	10/2/1978	USA 169303	Lemelson, Jerome H.
Inflatable displays	040/540; 040/550; 345/032; 362/811; 446/223	B29F 3/0	1/10/1977	7/31/1979	USA 162757	Lemelson, Jerome H.
Bekleidungsstueck	250/551; 257/080	G09F 1/30	1/10/1977	12/25/1978	USA 179832	Lemelson, Jerome H.
Electro-optical circuits and manufacturing	219/121.85; 219/121.14; 219/121.35; 219/121.64; 219/121.82; 228/140; 228/264	A41D 23/0; A42B 1/6	1/21/1977	12/7/1978	DE 2700703A1	no inventor named, but assignee is Jerome H. Lemelson, Jerome H.
Beam welding apparatus and method	348/125; 348/135	G02B 2/70	2/14/1977	4/10/1979	USA 149088	Lemelson, Jerome H.
Scanning apparatus and method	015/231	B23K 26/8; B23K 15/0	3/16/1977	12/2/1980	USA 237363	Lemelson, Jerome H.
Cleaning appliance	446/176; 446/469	H04N 1/18	3/25/1977	8/15/1978	USA 106153	Lemelson, Jerome H.
Propeller driven toy	244/163 A	A47L 13/20	4/15/1977	10/24/1978	USA 121376	Lemelson, Jerome H.
Flying toy	425/145; 425/453; 425/575; 425/588; 425/DIG B29F 1/22	A63H 23/14	6/24/1977	10/24/1978	USA 121794	Lemelson, Jerome H.
Continuous molding apparatus	040/623; 040/586; 040/618	B64C 31/6	7/8/1977	8/28/1979	USA 165960	Lemelson, Jerome H.
Two part sign indicia	403/347; 258/065.11; 258/065.14; 428/151	G09F 7/0	8/18/1977	5/22/1979	USA 155185	Lemelson, Jerome H.
Composite structural members and fastening methods	220/270; 215/389; 220/170; 225/103.1	B26G 3/0; F16B 7/0	9/2/1977	11/27/1979	USA 175883	Lemelson, Jerome H.
Container and dispenser straw	219/121.63; 219/121.78	B65D 1/8; B65D 3/0; B65D 5/0	9/2/1977	10/7/1980	USA 228356	Lemelson, Jerome H.
Welding tool and method	388/047; 388/021; 388/051; 388/186;	B23K 26/2	9/9/1977	12/2/1980	USA 237364	Lemelson, Jerome H.
Method and means for automatically setting timepieces in a time zone	968/907; 968/968; 968/DIG 001	G04C 9/2; G04C 11/2	9/16/1977	5/27/1980	USA 204398	Lemelson, Jerome H.
Switch and lock actuating system and method	340/542; 340/543; 361/172	H04Q 3/0	11/9/1977	2/19/1980	USA 189712	Lemelson, Jerome H.
Cartridge magnetic recorder	360/085	G11B 15/66	12/15/1977	7/29/1980	USA 215379	Lemelson, Jerome H.
Electronic digital watch	388/276; 388/010; 388/092; 388/284; 401/195; 968/403; 968/DIG 001	G04B 37/12	12/22/1977	5/10/1983	US 4382687	Lemelson, Jerome H.
Magnetic tape cartridge transducing apparatus and method	360/085; 360/132	G11B 5/52; G11B 15/60; G11B 23/4	12/30/1977	7/15/1980	US 4213162	Lemelson, Jerome H.
Document recording method	219/121.71; 219/121.8; 347/248; 347/260	G01D 15/14	2/10/1978	2/16/1982	US 4316073	Lemelson, Jerome H.
TARGET GAME APPARATUS	205/038.1; 070/466 R; 003/207; 003/208	A63F 9/2; A63B 39/6	2/16/1978	2/24/1978	HK 0008378A	no inventor named, but assignee is Jerome H. Lemelson, Jerome H.
Key and coin holder	398/168; 398/171	A63B 39/6	2/16/1978	2/24/1978	HK 0008476A	no inventor named, but assignee is Jerome H. Lemelson, Jerome H.
Communication system and method	360/002; 235/449; 360/081; 360/101	A45C 1/0	2/21/1978	9/4/1979	USA 166489	Lemelson, Jerome H.
Method for scanning a card with video signal	425/168; 264/243; 264/247; 264/335; 425/437; 425/444; 425/548; 425/552; 425/556; 90/1031	H04B 9/0	3/10/1978	2/28/1984	US 4434510	Lemelson, Jerome H.
Molding system and method		H04N 5/78; G11B 25/4	3/10/1978	7/8/1980	US 4212037	Lemelson, Jerome H.
		B29C 1/72	6/5/1978	3/24/1981	US 4257755	Lemelson, Jerome H.

TRADEMARK

REEL: 002841 FRAME: 0904

	428/219; 257/E/21533; 257/E/491001; 428/210; 428/212; 428/901; 505/857; 505/862	Electrical device of semi-conducting material with non-conducting areas						Lemelson, Jerome H.
	445/092; 040/426; 446/132	Modular toy						Lemelson, Jerome H.
	351/044; 351/047	Eyeglass shields						Lemelson, Jerome H.
	280/011.208; 280/011.221; 301/005.7	Roller skate						Ben-Dor, Efraim; Lemelson, Jerome H.
	156/380.6; 002/286; 156/093;	Button assembly apparatus						Lemelson, Jerome H.
	156/380.8; 156/380.9; 156/583.8	Molding apparatus						Lemelson, Jerome H.
	264/040.1; 264/255; 264/328.13; 264/328.8	ASSEMBLAGE DE FIXATION, NOTAMMENT POUR FIXER DES BOUTONS A DES MATIERES TEXTILES ASSIEME DI BOLLONI, APPARECCHIATURA E METODO PER PRODURRE LO STESSO						no inventor named, but assigned to Jerome
	351/044; 351/047	Game aiming device securable to television receiver cabinet.						no inventor named, but assigned to Jerome
	463/005; 348/836; 463/047	Key assembly for electronic system						Lemelson, Jerome H.
	235/382; 070/338; 235/488; 257/787; 257/798	Scanning apparatus and method						Lemelson, Jerome H.
	348/094	Method of roll forming a composite						Lemelson, Jerome H.
	419/003; 419/048	Solar energy collection panel and method						Lemelson, Jerome H.
	126/683; 126/681; 126/675; 126/678; 126/687; 126/697	Information storage and reproduction system						Lemelson, Jerome H.
	348/107	Continuous molding apparatus and method						Lemelson, Jerome H.
	264/297.6; 264/297.3; 264/313; 425/296; 425/174; 425/155; 425/183;	Apparatus for forming and threading tubing						Lemelson, Jerome H.
	425/184; 425/304; 425/380;	Adhesive bandage						Lemelson, Jerome H.
	425/385; 425/460; 425/DIG. 218	Disposable syringe						Lemelson, Jerome H.
	602/058; 128/889; 024/189	Syringe and needle cover						Lemelson, Jerome H.
	604/110; 604/226	Measuring device and method						Lemelson, Jerome H.
	604/110; 604/263	Patient monitoring device and method						Lemelson, Jerome H.
	704/270; 324/088 D; 708/172	Automatic vehicle identification system and method						Lemelson, Jerome H.
	600/500	Navigation warning system and method						Lemelson, Jerome H.
	235/435; 246/029 R; 342/044	Parking meter						Lemelson, Jerome H.
	701/223; 342/041; 342/056	Touriquet						Lemelson, Jerome H.
	194/217; 340/309.16; 340/308.7;	Video telephone						Lemelson, Jerome H.
	340/309.8; 340/539.1; 340/932.2; 705/418	Molding system						Lemelson, Jerome H.
	600/501; 600/493; 600/504;							Lemelson, Jerome H.
	600/513; 600/549; 608/202							Lemelson, Jerome H.
	348/014.01; 348/107.2; 347/108;							Lemelson, Jerome H.
	348/014.14; 379/100.01							Lemelson, Jerome H.
	264/310; 264/040.1; 264/045.7;							Lemelson, Jerome H.
	264/255; 425/435							Lemelson, Jerome H.
	425/190; 069/136; 248/102; 425/182;							Lemelson, Jerome H.
	425/189;							Lemelson, Jerome H.
	425/183; 425/185; 425/190; 425/324.1;							Lemelson, Jerome H.
	425/356; 425/468; 425/542							Lemelson, Jerome H.
	101/110; 101/093.18; 400/028; 400/088	Apparatus for coding articles						Lemelson, Jerome H.
	340/005.61; 042/070.11; 340/005.7;	Electronically controlled printing device						Lemelson, Jerome H.
	340/010.33; 340/010.42; 340/010.5; 340/543; 040.910	Switch and lock activating system and method						Lemelson, Jerome H.

Switch and lock activating system and method	429019; 429017; 429061; 429081; 429093	E05B 490; G07C 90	2/19/1980	8/26/1981 EP0034230A1	Lemelson, Jerome Hal
Electrical energy storage system	429081; 429093	H01M 8/18	3/5/1980	12/8/1981 USA304823	Lemelson; Jerome H
Rechargeable electric battery system	429061; 429093	H01M 2/0	3/5/1980	9/15/1981 USA289836	Lemelson; Jerome H
Machining method and apparatus	219/121.66; 219/121.65; 219/121.79	B23K 260	4/16/1980	3/22/1988 USA733049	Lemelson; Jerome H
Method and means for automatically setting timepieces in a time zone	346/009; 177/002; 347/002; 347/004	G04G 5/0	5/22/1980	12/2/1981 EP0040655A1	Lemelson, Jerome Hal
Weighing apparatus and method	340/539.27; 340/524; 340/577; 340/584	G01D 15/18; G01G 23/38	7/11/1980	7/27/1982 USA342038	Lemelson; Jerome H
Fire detection and warning system	374/163; 600/549	G08B 17/6	9/17/1980	11/27/1982 USA357602	Lemelson; Jerome H
Temperature talking indicating device	320/108; 320/139; 320/DIG.034	G01K 7/0; G10L 1/10	10/2/1980	1/31/1984 USA428685	Lemelson; Jerome H; Grund; Christian
Apparatus and method for charging a battery in a vehicle	604/059; 600/007; 604/014; 604/218; 604/256	H02J 7/0	10/20/1980	8/31/1982 USA347472	Lemelson; Jerome H
Catheter and method	340/566.1; 340/539.1; 340/571; 340/692	A61M 25/0	10/28/1980	5/13/1986 USA585895	Lemelson; Jerome H
Theft detection system and method	219/121.63; 219/121.13	G08B 13/14	11/3/1980	6/29/1982 USA337462	Lemelson; Jerome H
Sampling device	446/138; 2380/10 A; 2380/10 E; 2380/10 F	B23K 27/0	12/2/1980	3/13/1984 USA436978	Lemelson; Jerome H
Toy track and vehicle therefor	348/430.1	A63H 33/26; A63H 19/0	12/16/1980	4/8/1986 USRE32106	Lemelson; Jerome H
MOLDING ARTICLES HAVING A PALE-LIKE SURFACE	388/117	B29C 25/0	3/23/1981	9/29/1982 GB2095157A	no inventor named, but assignee is Jerome
Television system and method	0532818; 033/820	H04N 5/14	3/24/1981	7/23/1985 USA531152	Lemelson; Jerome H; Grund; Christian
System for recording video information on a record card	340/539.17; 340/534; 340/692; 340/870.09	H04N 5/76	4/24/1981	8/9/1983 USA398223	Lemelson; Jerome H
Measuring instrument and method	108/057.1; 108/057.28; 108/901	G01B 3/18	6/22/1981	3/20/1984 USA437241	Lemelson; Jerome H
Synthetic speech communicating system and method	340/539.17; 340/534; 340/692; 340/870.09	G08B 1/8; G08B 21/0	7/20/1981	6/19/1984 USA455651	Lemelson; Jerome H
Molding system and article	340/933; 235/435; 246/029 R	B65D 19/24	8/25/1981	8/9/1983 USA397247	Lemelson; Jerome H
Automatic vehicle identification system and method	246/122 R; 340/572.5; 340/843	G08G 1/1; G06K 7/0; G08B 13/14	9/2/1981	7/30/1985 USA532511	Lemelson; Jerome H
Electronic detection systems and methods	340/005.31; 307/010.5; 340/005.62; 340/010.5; 340/542; 361/171	G08B 13/14; B60R 25/4	9/2/1981	9/11/1984 USA471343	Lemelson; Jerome H
Electronic tool and method	073982.23; 702/043	B25B 23/14	9/14/1981	8/9/1983 USA397196	Lemelson; Jerome H
RECHARGEABLE ELECTRIC BATTERY SYSTEM	368/010; 346/143; 368/203; 368/204; 401/195; 968/404; 968/DIG.001	H02J 7/0; H02J 7/10; H01M 10/44	9/14/1981	5/28/1986 DE3174466C0	LEMELSON, JEROME HAL
Rechargeable electric battery system	702/155; 700/160; 700/195; 702/158	H02J 7/0; H02J 7/10; H01M 10/44	9/14/1981	3/23/1983 EP0074444A1	Lemelson, Jerome Hal
Electronic digital watch	042/070.01; 042/070.11	G04B 47/0	2/26/1982	4/23/1986 EP0074444B1	Lemelson; Jerome Hal
Position indicating system and method	379/100.15; 379/100.17; 379/908; 366/107; 366/117; D14/130	G05B 19/19	2/26/1982	8/21/1984 USA466742	Lemelson; Jerome H
Weapon control system and method	340/005.63; 340/010.5; 340/542	F41C 17/8	2/26/1982	8/13/1985 USA555414	Lemelson; Jerome H
Video telephone	340/005.63; 340/010.5; 340/542	H04N 7/18	5/19/1982	12/18/1984 USA488370	Lemelson; Jerome H
Switch actuating system and method	340/005.63; 340/010.5; 340/542	H04Q 1/0; E05B 4/70; H04B 9/0	6/4/1982	11/27/1984 USA465400	Lemelson; Jerome H; Grund; Christian
Theft detection system and method	340/005.63; 340/010.5; 340/542	G08B 13/14; G08B 25/0	6/28/1982	6/5/1984 USA453761	Lemelson; Jerome H
Theft detection system and method	340/005.63; 340/010.5; 340/542	G08B 13/14; G08B 25/0	6/28/1982	1/11/1984 EP0087742A1	Lemelson; Jerome Hal
THEFT DETECTION SYSTEM AND METHOD	348/135; 348/155; 360/072.1; 366/117	G08B 13/14; G08B 25/0	6/28/1982	9/23/1987 EP0097742B1	Lemelson; Jerome Hal
Scanning apparatus and method	348/135; 348/155; 360/072.1; 366/117	G08B 13/14; G08B 25/0	6/28/1982	10/29/1987 DE3277391C0	LEMELSON, JEROME HAL
		H04N 7/18	7/2/1982	4/16/1985 USA511918	Lemelson; Jerome H

Weighting apparatus and method	346/008; 177/002; 347/171	G01G 23/42	7/21/1982	2/17/1984	EP0099433A1	Lemelson, Jerome H.
Weighting apparatus and method	360/002; 360/072; 360/084;	G01D 9/00; G01D 9/40; G01G 23/38	7/23/1982	10/17/1985	US4544929	Lemelson, Jerome H.
Magnetic record card transducing apparatus and method	360/087; 360/100; 360/101	G11B 5/4; G11B 5/60	8/6/1982	3/25/1986	US4578717	Lemelson, Jerome H.
Computer security systems	369/258; 235/475; 235/888; 360/002;	G07C 9/0	9/1/1982	3/7/1984	EP0101772A1	Lemelson, Jerome H.
Record card transducing apparatus and method	369/264; 369/270; 369/271; 902/004;	G11B 25/4; G11B 23/0	2/16/1983	5/27/1986	US4592042	Lemelson, Jerome H.
Rotational molding apparatus	425/150; 264/310; 425/183; 425/425;	B29C 5/4	7/13/1983	12/30/1986	US4632654	Lemelson, Jerome H.
Portable television camera and recording unit	425/430; 425/434; 425/435	H04N 5/782	7/25/1983	8/5/1986	US4604668	Lemelson, Jerome H.
Electro-optical information recording and reproduction system	386/118; 348/384; 358/906	H04N 5/76	8/3/1983	4/16/1985	US4511930	Lemelson, Jerome H.
Communication system and method	386/128	H04B 9/0; G08C 23/0	1/6/1984	7/24/1985	EP0149286A1	Lemelson, Jerome H.
Video system and method	386/075; 386/077; 386/107; 386/117	H04N 5/782	1/9/1984	2/24/1987	US4646172	Lemelson, Jerome H.
Communication system and method	398/171; 388/106; 388/185; 388/188	H04B 9/0	2/27/1984	12/11/1987	US4710977	Lemelson, Jerome H.
Composition and method for detecting and treating cancer	600/004; 264/004.1; 264/004.32; 424/001.21;	A61K 49/2	5/25/1984	5/19/1987	US4665897	Lemelson, Jerome H.
Medical scanning, monitoring and treatment system and method	424/001.37; 424/001.65; 424/001.69;	A61K 49/0; A61B 5/5; A61B 6/6; A61N 4	5/25/1984	6/9/1987	US4671256	Lemelson, Jerome H.
Communication system and method	600/009; 264/004.1; 264/004.32; 378/159;	G08B 1/8; G08B 2/10	6/19/1984	12/24/1985	US4560978	Lemelson, Jerome H.
Drug compositions and methods of applying same	424/001.49; 428/402.2; 600/431; 600/436	A61K 49/2	7/17/1984	6/23/1987	US4674480	Lemelson, Jerome H.
Image analysis system and method	340/539.22; 340/531; 340/534; 340/692	G06K 9/68; G06K 9/62	7/30/1984	3/24/1987	US4653109	Lemelson, Jerome H.
Injection catheter and method	424/001.25; 264/004.1; 264/004.32;	A61M 5/00; A61M 25/0	7/31/1984	3/25/1986	US4578061	Lemelson, Jerome H.
Reaction apparatus and method	424/001.11;	F23G 5/28	8/1/1984	4/7/1987	US4656146	Lemelson, Jerome H.
Tool and material manipulation apparatus and method	424/001.29; 424/001.33; 424/490; 428/402.2	B23J 9/0	8/6/1984	1/13/1987	US4636137	Lemelson, Jerome H.
Contact lens containing light sensitive material	382/107; 348/701	G02C 7/4; G02C 7/10	10/11/1984	7/21/1987	US4681412	Lemelson, Jerome H.
Vehicle performance monitor and method	604/770.01; 604/198	G01C 21/10	10/12/1984	6/9/1987	US4671111	Lemelson, Jerome H.
Video terminal and printer	110/346; 110/701 CF; 110/788; 110/730;	G03G 15/0	10/25/1984	12/30/1986	US4632638	Lemelson, Jerome H.
Data system and method	110/233; 110/246; 110/247; 110/347;	G06K 9/0	11/6/1984	4/13/1983	US5202929	Lemelson, Jerome H.
Apparatus and method for coding objects	122/024; 431/001; 431/114	B23K 26/0	12/27/1984	6/23/1987	US4675498	Lemelson, Jerome H.
Machine operation indicating system and method	414/730; 348/114; 901/001; 901/046; D15/196	G06F 15/20	12/27/1984	6/12/1990	US4933852	Lemelson, Jerome H.
Cutting tool structures, apparatus and method for making same	351/162	B23P 15/30; C21D 9/22; C23C 28/2	1/16/1985	8/20/1986	EP0191203A2	Lemelson, Jerome Hal
Cutting tool structures, apparatus and method for making same	073/432.1; 340/439; 701035	B23K 26/0; C21D 9/22; C23C 28/2	1/16/1985	2/17/1988	EP0191203A3	Lemelson, Jerome Hal
Speech recognition control system and method	399/008; 347/154; 388/300	G01G 23/39; G01G 23/22; G01G 19/0;	3/25/1985	8/12/1986	US4605080	Lemelson, Jerome H.
Scanning apparatus and method	382/116; 340/005.74	H04N 5/213	4/15/1985	4/21/1987	US4660086	Lemelson, Jerome H.
Television system and method for transmitting a television signal	219/121.62; 347/248	H04N 7/0; H04N 3/34	6/5/1985	12/10/1986	EP0204042A1	Lemelson, Jerome Hal
Face mask and method	701/030; 340/438; 340/439; 701/035	A62B 7/10	7/8/1985	8/15/1988	US4856509	Lemelson, Jerome H.
Method and apparatus for forming a composite m	128/206.19; 128/206.16; D24/110.1	B29C 47/6; B32B 31/20	7/10/1985	6/18/1991	US5024714	Lemelson, Jerome H.
Container assembly and method	156/243; 156/244.11; 156/244.23;	B65D 7/0	10/21/1985	6/18/1991	US5024343	Lemelson, Jerome H.

SPRACHKOMMUNIKATIONSSYSTEM UND VERFAHREN.		H04M 1/64; H04M 3/42; G06F 3/16	6/29/1989	6/8/1996 DE68919355T2	LEMELSON, JEROME HAL, PRINCETON
	219/121.13; 219/121.15; 219/121.16; 219/121.17; 219/121.19; 219/121.2; 219/121.21; 219/121.31; 219/121.86				
Radiation manufacturing apparatus and method FACE MASK		B23K 15/0	7/7/1989 8/12/1989 9/22/1989	8/13/1991 US5039836 9/20/1989 GB8918437A 11/8/1990 US4969038	Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H
Method for scanning image information Controlling systems and methods for scanning and inspecting images Information storage and reproduction apparatus and method employing a flexible belt record member	362/141; 356/629; 360/072.1; 362/218; 366/11 348/095; 348/162	H04N 7/18 H04N 7/18	10/24/1989	6/2/1992 US5119190	Lemelson, Jerome H
Method and apparatus for scanning objects and generating image information Method and systems for scanning and inspecting images	360/101; 360/071; 360/132 362/141; 348/092; 360/072.1; 362/218; 366/11	G11B 15/18; G11B 23/4; G11B 21/2; H04N 7/18	12/20/1989	1/8/1991 US4984113 7/7/1992 US5128753	Lemelson, Jerome H Lemelson, Jerome H
Methods and systems for scanning and inspecting Methods and systems for scanning and inspecting Methods and systems for scanning and inspecting Method of controlling the internal structure of mail Inspection control system and method Methods and apparatus for scanning and analyzing selected images areas	348/094 348/161; 348/130 348/142; 348/125; 356/237.3; 356/629 264/040.1; 264/040.6; 264/328.14; 704/275; 348/441; 381/110; 382/100; 382/128 348/094; 250/223 B; 356/237.1 219/121.15; 219/121.21; 219/121.86; 257/E21.533; 257/E49.001 219/121.13; 219/121.14; 257/E21.533; 257/E 604/503; 424/450; 604/890.1; 604/891.1 366/117; 101/401.1; 360/013; 360/027 326/003; 326/010.1; 326/022; 326/024; 424/452; 424/457; 424/458; 424/465; 424/468; 424/470; 424/474; 424/490; 514/925; 514/926; 514/927 600/427; 726/925; 378/062; 378/065; 378/068; 600/436; 600/476; 604/503; 608/010; 608/011	H06N 7/18 H06N 7/18 H04N 7/18; H04N 7/0 B29C 45/78 G10L 5/0; G06K 9/0; G06F 1/20 H04N 7/18; H04N 7/0 B23K 15/0 B23K 15/0 A61B 17/0; A61M 3/10; A61M 3/70 H04N 5/78	3/27/1990 3/27/1990 8/22/1990 8/31/1990 9/21/1990 11/5/1990 11/8/1990 12/17/1990 6/18/1991 10/2/1991	12/18/1990 US4979029 11/19/1991 US5067012 6/11/1991 US5023714 11/23/1993 US5264163 7/13/1993 US5228112 6/2/1992 US5119205 12/8/1992 US5170032 5/3/1994 US5305241 10/10/1995 US5465663 1/5/1993 US5177645	Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H
Drug units and methods for using same	600/427; 726/925; 378/062; 378/065; 378/068; 600/436; 600/476; 604/503; 608/010; 608/011	A61K 9/28; A61K 9/48 A61B 6/0	11/12/1991	11/9/1993 US5260071	Lemelson, Jerome H
Medical scanning and treatment system and method Portable television camera-recorder and method for operating same Series of images reproduced from addressable Apparatus and methods for automated observation of three-dimensional objects Method for inspecting, coding and sorting objects Skins and runners Methods and apparatus for scanning objects and generating image information	366/118; 358/006; 359/009.1; 360/031; 360/0 366/082; 360/013; 366/064 348/092; 348/093 368/2141 780/608; 280/610 348/091; 348/092 369/100; 360/018; 360/055; 360/064; 369/013.01; 369/043; 369/127; 369/137; 369/275.1; 369/276	G04N 5/78 H04N 5/78 H04N 7/18 G06K 9/0 A63C 5/4 H04N 7/18 G11B 7/0	1/8/1992 1/14/1992 1/28/1992 3/10/1992 3/10/1992 4/23/1992 6/16/1992	11/7/1995 US5464013 11/9/1993 US5260837 2/13/1996 US5491591 9/28/1993 US5249045 10/12/1998 US5566457 11/1/1994 US5360227 9/1/1992 US5144421 3/1/1994 US5291472	Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H Lemelson, Jerome H
Information recording and reproduction method using oscillation medium or transducer					

System and method for treating select tissue in a living being	128/699; 600/478	A61B 18/0	4/3/2000	9/11/2001; US62865 14	Lemelson; Jerome
System and method for treating select tissue in a living being	600/407; 600/182	A61B 5/0	4/3/2000	11/20/2001; US6321106	Lemelson; Jerome
System and method for treating select tissue in a living being	600/434; 600/585	A61M 25/1	4/3/2000	12/4/2001; US6327492	Lemelson; Jerome
System and method for treating select tissue in a living being	128/699; 604/095.01; 604/524	A61M 25/0	4/3/2000	9/25/2001; US6293282	Lemelson; Jerome
System and method for treating select tissue in a living being	604/891.1; 604/132; 604/153	A61B 1/32	4/3/2000	6/4/2002; US6400980	Lemelson; Jerome
Medical devices using electroresponsive gels		A61K 9/22; A61M 3/70; A61M 1/0	4/6/2000	9/11/2001; US6287294	Lemelson; Jerome H.
Medical devices using electroresponsive gels		A61K 9/22; A61F 2/24	4/6/2000	5/28/2002; US6394987	Lemelson; Jerome H.
Medical devices using electroresponsive gels		A61B 1/22	4/6/2000	7/30/2002; US6425904	Lemelson; Jerome H.
Friend or foe detection system and method and expert system military action advisory system and method	342/045	A61M 3/70; A61M 3/70	4/6/2000	12/10/2002; US6491863	Lemelson; Jerome H.
System and methods for controlling automatic scrolling of information on a display screen		G01S 13/78; G01S 15/74	4/26/2000	3/13/2001; US6201486	Lemelson; Jerome H.; Hiett, John H.
Danger warning and emergency response system and method		G08G 5/34; A61B 3/14	5/29/2000	7/16/2002; US6421084	Lemelson; Jerome H.; Hiett, John H.
Friend or foe detection system and method and expert system military action advisory system and method		G08B 1/8; H04N 7/18	6/23/2000	8/19/2003; US6608569	Lemelson; Jerome H.; Pedersen; Robert D.
Friend or foe detection system and method and expert system military action advisory system and method		G01S 13/78; G01S 15/74; H04B 7/185	12/20/2000	7/5/2001; US20010006371	Lemelson; Jerome H.; Pedersen; Robert D.
expert system military action advisory system and method		G01S 13/78; G01S 15/74; G06F 9/44	12/29/2000	8/20/2002; US6437727	Lemelson; Jerome H.; Lemelson; Dorothy P.
Automatically optimized combustion control		F23N 1/2; F23N 1/0; F23N 5/8	12/29/2000	8/16/2001; US20010014431	Lemelson; Jerome H.; Pedersen; Robert D.
Automatically optimized combustion control		F23N 1/0; F23N 5/8	12/28/2000	10/22/2002; US6468069	Lemelson; Jerome H.; Pedersen; Robert D.
Intelligent traffic control and warning system and method		G08G 1/95	5/31/2001	1/24/2002; US20020008863	Lemelson; Jerome H.; Lemelson; Dorothy P.
Fuzzy logic based emergency flight control with thrust vectoring capability		G06F 1/70	6/16/2001	11/22/2001; US20010044663	Lemelson; Jerome H.; Lemelson; Dorothy P.
System and methods for controlling automatic scrolling of information on a display or screen		G08G 5/0	7/19/2001	1/30/2003; US20030020751	Lemelson; Jerome H.; Hiett, John H.
Fire detection systems and methods		G06F 15/18	7/23/2001	2/28/2002; US2002028437	Pedersen; Robert D.; Lemelson; Jerome H.
Fire detection systems and methods		G08F 15/0; G06F 1/70	7/23/2001	4/29/2003; US6568881	Pedersen; Robert D.; Lemelson; Jerome H.
GPS vehicle collision avoidance warning and control system and method		G08G 1/16	8/2/2001	2/21/2002; US20020022921	Lemelson; Jerome H.; Pedersen; Robert D.
GPS vehicle collision avoidance warning and control system and method		G01C 21/26	8/2/2001	11/26/2002; US6487500	Lemelson; Jerome H.; Pedersen; Robert D.
Play and record audio system embedded inside a photograph		G03B 1/724	8/7/2001	2/21/2002; US2002021891	Lemelson; Jerome H.; Hiett, John H.; Lemels
System and methods for controlling automatic scrolling of information on a display or screen		G08G 5/0	2/22/2002	8/8/2002; US20020105481	Lemelson; Jerome H.; Hiett, John H.
System and methods for controlling automatic scrolling of information on a display or screen		G08G 5/0	2/22/2002	8/5/2003; US6603491	Lemelson; Jerome H.; Hiett, John H.
Vehicle security systems and methods employing facial recognition using a reflected image		G06K 9/0	3/8/2002	7/31/2003; US20030142846	Lemelson; Jerome H.; Hoffman, Louis J.
Method and apparatus for encoding and decoding bar codes with primary and secondary information		G06K 9/0	2/6/2003	7/3/2003; US20030121981	Lemelson; Jerome H.; Hiett, John H.
System and method of using such bar codes		G06K 5/4; G06K 7/10; G06K 9/32	2/6/2003	7/3/2003; US20030121981	Lemelson; Jerome H.; Hiett, John H.

TRADEMARK

REEL: 002841 FRAME: 0913

PATENTS OWNED BY AMI SEMICONDUCTOR, INC.

U.S. Patent Registrations

See Annex B

U.S. Patent Applications

See Annex C

(MP) 02085/006/SCHEDULES/sec.agt schedules.amis.wpd

US Active Patents:

Title	Class	Issued Date	Patent Number	Notes
Method for Fabricating MOS Device with Self-Aligned Contacts	Utility	21-Aug-84	4,466,172	
Differential Operational Amplifier with Common Mode Feedback	Utility	6-Aug-85	4,533,876	
Selective LPCVD Tungsten Deposition by The Silicon Reduction Method	Utility	10-Sep-85	4,540,607	
Reference Voltage Circuit Including a Three-Terminal Operational Amplifier with Offset Compensation	Utility	10-Sep-85	4,540,949	
Digitally Controlled Syllabic Filter for a Delta Modulator	Utility	10-Sep-85	4,541,103	
Carrier Detection Circuit	Utility	19-Nov-85	4,554,508	
Gain Amplifier	Utility	26-Nov-85	4,555,668	
New Combinational Logic Structure	Utility	21-Jan-86	4,566,064	
Single-Shot Circuit Having Process Independent Duty Cycle	Utility	1-Apr-86	4,580,065	
Method of Making Thin Free Standing Single Crystal Films	Utility	15-Apr-86	4,582,559	2
Phase Locked Loop with High and/or Low Frequency Limit Detectors for Preventing False Lock On Harmonics	Utility	20-May-86	4,590,440	
Digital to Analog Converter Utilizing Pulse Width Modulation Technique	Utility	20-May-86	4,590,457	
Current Mirror Digital to Analog Converter	Utility	10-Jun-86	4,594,577	
Frequency Doubler with 50% Duty Cycle Output	Utility	24-Jun-86	4,596,954	
Combinational Logic Structure Using Pass Transistors	Utility	11-Nov-86	4,622,648	
Flip-Flop for Storing Data On Both Leading and Trailing Edges of Clock Signal	Utility	16-Dec-86	4,629,909	
High Voltage Compressing Input Buffer	Utility	23-Dec-86	4,631,429	
Decoder Using Pass-Transistor Networks	Utility	30-Dec-86	4,633,220	
Metal Oxide Semiconductor Logarithmic Voltage Controlled Oscillator	Utility	6-Jan-87	4,635,002	
GaAs Differential Line Receiver with Positive Feedback	Utility	13-Jan-87	4,636,654	2
Method and Structure for Testing High-Voltage Circuits	Utility	13-Jan-87	4,636,721	
Programmable CMOS Circuit for User Defined Chip Enable and Output Enable	Utility	17-Feb-87	4,644,504	
Switch Matrix Encoding Interface Using Common Input/Output Parts	Utility	16-Jun-87	4,673,933	
Quad-State Control Signal Input Circuit	Utility	14-Jul-87	4,680,485	2
Method of Making Tri-Well CMOS By Self-Aligned Process	Utility	6-Oct-87	4,697,332	2
ROM Protection Scheme	Utility	6-Oct-87	4,698,617	
Multichip Thin Film Module	Utility	6-Oct-87	4,698,662	
Thin-Film Electrical Connections for Integrated Circuits	Utility	10-Nov-87	4,705,606	2
Small Propagation Delay Measurement for Digital Logic	Utility	8-Dec-87	4,712,061	2
Temperature Compensated Complementary Metal-Insulator-Semiconductor-Oscillator	Utility	22-Dec-87	4,714,901	2

State Sequence Dependent Read Only Memory	Utility	29-Dec-87	4,716,586	
Uniform Intensity Led Driver Circuit	Utility	5-Jan-88	4,717,868	
Apparatus and Method of Solder Coating Integrated Circuit Leads	Utility	19-Jan-88	4,720,034	
Programmable Reference Voltage Generator for a Read Only Memory	Utility	28-Jun-88	4,754,167	
Metal Foil Semiconductor Interconnection and Method	Utility	12-Jul-88	4,756,080	
Thin Oxide Fuse	Utility	12-Jul-88	4,757,359	
CMOS Programmable Logic Array Using Nor Gates for Clocking	Utility	16-Aug-88	4,764,691	
ECL to GaaS Logic Conversion Circuit with Positive Feedback	Utility	6-Dec-88	4,789,798	2
Temperature Compensating Driver for a Liquid Crystal Display	Utility	28-Feb-89	4,807,972	
Integrated Circuit Filter with Reduced Die Area	Utility	1-Aug-89	4,853,759	
Cascade FET Logic Circuits	Utility	31-Oct-89	4,877,976	2
Asynchronous Digital Arbiter	Utility	16-Jan-90	4,894,565	
Thin-Film Electrical Connections for Integrated Circuits	Utility	26-Feb-91	4,996,584	2
Circuit for measuring the level of an electrical signal and including offset correction means, and application thereof to amplifiers having automatic gain control	Utility	18-Dec-90	5,132,609	1
Highly Stable High-Voltage Buffer Using CMOS Technology	Utility	8-Dec-92	5,170,078	2
CMOS Self-Adjusting Bias Generator for High Voltage Drivers	Utility	12-Jan-93	5,179,297	2
Frequency Converter Utilizing a Feedback Control Loop	Utility	28-May-96	5,521,556	
Digitally-Tuned Oscillator Including a Self-Calibrating RC Oscillator Circuit	Utility	3-Sep-96	5,552,748	
Low Power RC Oscillator Using a Low Voltage Bias Circuit	Utility	17-Dec-96	5,585,765	
Circuit for Detecting The Absence of An External Component	Utility	31-Dec-96	5,589,802	
Self-Calibrating RC Oscillator	Utility	14-Jan-97	5,594,388	
Timing Circuit with Rapid Initialization On Power-Up	Utility	1-Apr-97	5,617,062	
Circuit for Externally Overdriving An Internal Clock	Utility	10-Jun-97	5,638,029	
Linear Tunable Gm-C Integrator	Utility	26-Aug-97	5,661,432	1
Multiple Stage Tracking Filter Using a Self-Calibrating RC Oscillator Circuit	Utility	2-Sep-97	5,663,675	
Self Adjusting Sense Amplifier Clock Delay Circuit	Utility	28-Oct-97	5,682,353	6
Manufacturing Method for ROM Array with Minimal Band-to-Band Tunneling	Utility	4-Nov-97	5,683,925	6
Operating Method for ROM Array Which Minimizes Band-to-Band Tunneling	Utility	17-Nov-98	5,838,046	6
3v/5v Input Buffer	Utility	17-Nov-98	5,838,168	
Strobed Wordline Driver for Fast Memories	Utility	13-Jul-99	5,923,609	
One Bit Digital Phase Shift Keyed Carrier Recovery and Demodulator Circuit	Utility	19-Dec-00	6,163,208	3
Reference Voltage Generator with Monitoring and Start Up Means	Utility	20-Mar-01	6,204,653	1
Differential-Mode Charge Transfer Amplifier	Utility	19-Jun-01	6,249,181	4
Method for Detecting and Characterizing Plasma-Etch Induced Damage in An Integrated Circuit	Utility	24-Jul-01	6,265,729	
Electrical Diagnostic Technique for Silicon Plasma Etch Induced Damage Characterization	Utility	7-Aug-01	6,271,539	

Spread-Spectrum Modulation Method and Circuit for Clock Generator Phase-Locked Loop	Utility	25-Sep-01	6,294,936	
Regulator for Sine Wave Generator and Sine Wave Generator Unit Including Such a Regulator	Utility	15-Jan-02	6,339,317	1
Circuits and Methods for Providing a Bandgap Voltage Reference Using Composite Resistors in Series	Utility	29-Jan-02	6,342,781	
Circuits and Methods for Providing a Current Reference with a Controlled Temperature Coefficient Using a Series Composite Resistor	Utility	26-Feb-02	6,351,111	
Systems and Methods for Enhancing Charge Transfer Amplifier Gain	Utility	12-Mar-02	6,356,148	
Transducer Interface Arrangement Including a Sigma-Delta Modulator with Offset Correction and with Gain Setting	Utility	4-Jun-02	6,400,295	1
Delay Lock Loop with Wide Frequency Range Capability	Utility	20-Aug-02	6,437,616	
Circuits and Methods for Initializing Memory Cells	Utility	11-Feb-03	6,519,177	
Integrated Sine Wave Generating Circuit	Utility	25-Feb-03	6,525,592	5
Method for Tungsten Chemical Vapor Deposition On a Semiconductor Substrate	Utility	8-Apr-03	6,544,889	5
Voltage Generating Circuit	Utility	29-Apr-03	6,556,069	1
Reference-Free Charge Transfer Amplifier	Utility	20-May-03	6,566,943	
Analog to Digital Converters Based On Transconveyance Amplifiers	Utility	12-Aug-03	6,606,049	
Multi Stage Circuits for Providing a Bandgap Voltage Reference Less Dependent On or Independent of a Resistor Ratio	Utility	2-Sep-03	6,614,209	

NOTES:

- 1) Original assignment to Alcatel – Now assigned to AMI Semiconductor Belgium BVBA
 - 2) Original assignment to Gould – Now assigned to AMI Semiconductor, Inc.
 - 3) Original assignment to GA-Tek – Now assigned to AMI Semiconductor, Inc.
 - 4) Assignment paperwork in progress
 - 5) Assigned to AMI Semiconductor Belgium BVBA
 - 6) Joint patent with Waferscale Integration Inc.
- If not noted Assignee is AMI Semiconductor, Inc. or American Microsystems, Inc.

US Patent Applications:

Title	Class	Filing Date	Application Number	Notes
Runtime Programmable Reed Solomon Decoder	Utility	11-Jul-00	09/613,471	
Method for Processing Conductive Layer Structures and Devices Including Such Conductive Layer Structures	Utility	31-Aug-00	09/652,788	1
Method of Processing a High Voltage P++/N-Well Junction and Device Obtained Thereof	Utility	8-Sep-00	09/950,835	1
Structures and Methods for Direct Conversion From Radio Frequency Modulated Signals to Baseband Signals	Utility	20-Nov-00	09/716,305	
Vacuum-Assisted Sampling Apparatus and Method	Utility	1-Mar-02	10/087,637	
Layout Configurable Electrostatic Discharge Device for Integrated Circuits	Utility	25-Apr-02	10/131,924	2
Bandgap Voltage Reference Using Differential Pairs to Perform Temperature Curvature Compensation	Utility	29-Apr-02	10/134,108	
Low Drop Voltage Regulator	Utility	16-Jul-02	10/195,555	1
Integrated Overvoltage and Reverse Voltage Protection Circuit	Utility	13-Sep-02	10/243,749	
Absolute Value Amplitude Baseband Detector	Utility	30-Sep-02	10/262,437	
Use of Irregularly Shaped Conductive Filler Features to Improve Planarization of the Conductive Layer While Reducing Parasitic Capacitance Introduced by the Filler Features	Utility	21-Jan-03	10/348,093	
Low Voltage Enhanced Output Impedance Current Mirror	Utility	24-Feb-03	10/373,912	
Methods for Sidewall Protection of Metal Interconnect for Unlanded Vias Using Physical Vapor Deposition	Utility	24-Feb-03	10/373,911	
Stimulated Quick Start Oscillator	Utility	7-Mar-03	10/384,094	
Differential NOR Memory Cell Having Two Floating Gate Transistors	Utility	12-Mar-03	10/387,824	
Stable Floating Gate Voltage Reference Using Interconnected Current-to-Voltage and Voltage-to-Current Converters	Utility	20-Mar-03	10/393,333	
Switched Capacitor Voltage Reference Circuits Using Transconductance Circuit to Generate Reference Voltage	Utility	27-Mar-03	10/401,082	
Static Random Access Memory (SRAM) Without Precharge Circuitry	Utility	3-Apr-03	10/406,526	
Distributed Memory and Logic Circuits	Utility	24-Apr-03		
Direct Conversion Receiver for Amplitude Modulated Signals Using Linear/Log Filtering	Utility	29-Apr-03	10/426,383	
Up-Conversion of a Down-Converted Baseband Signal In a Direct Conversion Architecture Without the Baseband Signal Passing Through Active Elements	Utility	29-Apr-03	10/426,225	
An Adaptive Diversity Receiver Architecture	Utility	6-May-03	10/430,455	

Direct Conversion Receiver with Direct Current Offset Correction Circuitry	Utility	6-May-03	10/430,656
Method and Circuit for Bi-Directional Current Measurement	Utility	20-May-03	10/442,618
Multi-Fault Protected High Side Switch with Current Sense Symmetric and Complementary Differential Amplifier	Utility	20-May-03	10/442,630
Delay Lock Loop with Fixed Angle De-Skew, Quick Start and Low Jitter	Utility	28-May-03	10/446,306
Double-sided extended drain field effect transistor, and integrated overvoltage and reverse voltage protection circuit that uses the same	Utility	24-Jun-03	10/602,195
Dual Differential-Input Amplifier Having Wide Input Range	Utility	1-Jul-03	10/611,714
Digitally Controlled Impedance Driver Matching for Wide Voltage Swings at Input/Output Node and Having Programmable Step Size	Utility	7-Jul-03	10/615,440
	Utility	8-Aug-03	10/637,840

NOTES:

- 1) Assigned to AMI Semiconductor Belgium BVBA
- 2) Joint application of AMI Semiconductor Belgium BVBA and IMEC

TRADEMARK/TRADE NAMES OWNED BY AMI SEMICONDUCTOR, INC.

U.S. Trademark Registrations

See Annex D

U.S. Trademark Applications

<u>Mark</u>	<u>Class</u>	<u>Filing Date</u>	<u>Application No.</u>
-------------	--------------	--------------------	------------------------

See Annex D

State Trademark Registrations

[List in alphabetical order by State/numerical order by trademark no.]

<u>State</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
--------------	-------------	--------------	------------------	-----------------

None

State Trademark Applications

[List in alphabetical order by trademark application no.]

<u>State</u>	<u>Mark</u>	<u>Class</u>	<u>Filing Date</u>	<u>Application No.</u>
--------------	-------------	--------------	--------------------	------------------------

None

Trademark Registrations:

Trademark	Classes	Registration Number	Registration Date
A/M/I	9, 16, 41	1027247	16-Dec-75
A2SI	9	2435949	13-Mar-01
DESIGN (rising sun and A/M/I)	9, 16, 42	2097057	16-Sep-97
Design Logo	9, 16, 42	2099313	23-Sep-97
FPGASIC	41	2336895	28-Mar-00
NETRANS	42	1927294	17-Oct-95
NETRANSPLUS	42	1922632	26-Sep-95

Trademark Applications:

Trademark	Classes	Application Number	Application Date
AMI SEMICONDUCTOR	9,16,42	76/194454	16-Jan-01
AMIS (stylized)	9,16,42	76/194453	16-Jan-01
ASTRIC (stylized)	9	78/13499	10-Jun-02
XPRESSARRAY	9	76/326068	16-Oct-01

COMMERCIAL TORT CLAIMS OF AMI SEMICONDUCTOR, INC.

None.

[Form Of]
PERFECTION CERTIFICATE

Reference is made to the Amended and Restated Credit Agreement dated as of September [], 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among AMI Semiconductor, Inc., a Delaware corporation formerly named AMI Spinco, Inc. (the "*Borrower*"), AMIS Holdings, Inc., a Delaware corporation formerly named AMI Holdings, Inc. ("*Holdings*"), the lenders from time to time party thereto (the "*Lenders*") and Credit Suisse First Boston as administrative agent (in such capacity, the "*Administrative Agent*"), and as collateral agent (in such capacity, the "*Collateral Agent*") for the Lenders. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement or the Security Agreement referred to therein, as applicable.

The undersigned, a duly authorized Financial Officer of the Borrower, hereby certifies to the Collateral Agent and each other Secured Party as follows:

1. Names.

(a) The exact legal name of each Grantor, as such name appears in its respective certificate of incorporation or formation, is as follows:

(b) Set forth below is each other legal name each Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth below, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of organization. If any such change has occurred, include below the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the organizational identification number, if any, issued by the jurisdiction of formation of each Grantor that is a registered organization.

(f) Set forth below is the Federal Taxpayer Identification Number of each Grantor [only necessary for filing in North Dakota and South Dakota]:

2. Current Locations.

(a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
----------------	------------------------	---------------	--------------

(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable or General Intangibles (with each location at which Chattel Paper, if any, is kept being indicated by an “*”):

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
----------------	------------------------	---------------	--------------

(c) The jurisdiction of formation of each Grantor that is a registered organization is set forth opposite its name below:

<u>Grantor</u>	<u>Jurisdiction</u>
----------------	---------------------

(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any material amount of Inventory or Equipment or other material amount of Collateral not identified above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
----------------	------------------------	---------------	--------------

(e) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a), (b), (c) or (d) above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
----------------	------------------------	---------------	--------------

(f) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any material portion of the Collateral of such Grantor:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
----------------	------------------------	---------------	--------------

3. *Unusual Transactions.* All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. *File Search Reports.* File search reports have been obtained from each Uniform Commercial Code filing office identified with respect to such Grantor in Section 2 hereof, to the extent requested by the Collateral Agent, and such search reports reflect no Liens against any of the Collateral other than those permitted under the Credit Agreement.

5. *UCC Filings.* Uniform Commercial Code financing statements in substantially the form of Schedule 5 hereto have been prepared for filing in the proper Uniform Commercial Code filing office in the jurisdiction in which each Grantor is located as set forth with respect to such Grantor in Section 2 hereof.

6. *Schedule of Filings.* Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Filing Fees.* All filing fees and taxes payable in connection with the filings described in Section 5 above will be paid upon filing.

8. *Stock Ownership and Other Equity Interests.* Attached hereto as Schedule 8 is a true and correct list of all Subsidiaries and the percentage ownership interest of Holdings, the Borrower, or another Subsidiary therein.

9. *Debt Instruments.* Attached hereto as Schedule 9 is a true and correct list of all promissory notes and all other evidence of indebtedness held by Holdings, the Borrower and each Subsidiary that are required to be pledged under the Pledge Agreement, including all intercompany notes between Holdings and each Subsidiary of Holdings and between each Subsidiary of Holdings and each other such Subsidiary.

10. *Mortgage Filings.* Attached hereto as Schedule 10 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

11. *Intellectual Property.* Attached hereto as Schedule 11(A) in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each Grantor's United States registered Patents (and all applications therefor), Patent Licenses that constitute Licenses, Trademarks (and all applications therefor) and Trademark Licenses that constitute Licenses, including, as applicable, the name of the registered owner, the registration number, class and issue date of each such Patent, Patent License, Trademark and Trademark License owned by such Grantor. Attached hereto as Schedule 11(B) in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Grantor's United States registered Copyrights (and all applications therefor) and Copyright Licenses that constitute Licenses, including the name of the registered owner and the registration number of each such Copyright or Copyright License owned by such Grantor.

12. *Commercial Tort Claims.* Attached hereto as Schedule 12 is a true and correct list of all Commercial Tort Claims held by any Grantor, including a brief description thereof.

13. *Deposit Accounts.* Attached hereto as Schedule 13 is a true and correct list of deposit accounts maintained by each Grantor, including the name and address of the depository institution, the type of account, and the account number.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on this [] day of [], 2003.

AMI SEMICONDUCTOR, INC.,

by: _____

Name:

Title:[Financial Officer]

[[NYCORP 2303995v6 4235B:09/25/03--11 19 a]]

TRADEMARK
REEL: 002841 FRAME: 0927

SUPPLEMENT NO. __ dated as of [], to the Amended and Restated Security Agreement dated as of September 26, 2003 (the "*Security Agreement*"), among AMI SEMICONDUCTOR, INC., a Delaware corporation formerly named AMI Spinco, Inc. (the "*Borrower*"), each Subsidiary of the Borrower listed on Schedule I thereto and CREDIT SUISSE FIRST BOSTON, as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Amended and Restated Credit Agreement dated as of September 26, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, AMIS Holdings, Inc., a Delaware corporation formerly named AMI Holdings, Inc. ("*Holdings*"), the lenders from time to time party thereto (the "*Lenders*") and Credit Suisse First Boston, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and as Collateral Agent, (b) the Parent Guarantee Agreement dated as of December 21, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*") between Holdings and the Collateral Agent, (c) the Subsidiary Guarantee Agreement dated as of June 26, 2002 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*") among the Borrower, the Subsidiaries of the Borrower from time to time party thereto (collectively, the "*Subsidiary Guarantors*") and the Collateral Agent and (d) the Reaffirmation of Guarantee dated as of September 26, 2003 among Holdings, the Existing Subsidiary Grantors and the Collateral Agent, pursuant to which Holdings and the Existing Subsidiary Grantors reaffirmed their respective guarantee obligations under the Guarantee Agreement and the Subsidiary Guarantee Agreement.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.15 of the Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that set forth on Schedule I attached hereto is a true and correct schedule of (a) its legal name, (b) the location of its jurisdiction of incorporation or organization, (c) the form of its organization and (d) the Federal Taxpayer Identification Number or other number assigned by its jurisdiction of incorporation or formation.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name Of New Grantor],

by: _____
Name:
Title:
Address:

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch,
as Collateral Agent,

by: _____
Name:
Title:

by: _____
Name:
Title:

SCHEDULE I
to Supplement No. ___ to the
Security Agreement

COLLATERAL

<u>Name</u>	<u>Jurisdiction</u>	<u>Form of Organization</u>	<u>Tax or ID#</u>
-------------	---------------------	---------------------------------	-------------------

[NYCORP:2303995v6.4235B:09/25/03--11.19 a]]