

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnachip Semiconductor, Ltd.		11/06/2009	Limited Liability Company: KOREA, REPUBLIC OF
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	100 Wall Street		
Internal Address:	Suite 1600		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3230625	MAGNACHIP	
CORRESPONDENCE DATA			
Fax Number:	2023153758		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-429-0020		
Email:	pto@yahoo.com		
Correspondent Name:	Charles Y. Park		
Address Line 1:	P.O. Box 65745		
Address Line 4:	Washington, D.C. 20035		
NAME OF SUBMITTER:	Charles Y. Park		
SIGNATURE:	/Charles Y. Park/		
DATE SIGNED:	10/31/2019		
Total Attachments: 14			
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Execution copy

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY KUN-PLEDGE AGREEMENT**

November 6, 2009

MAGNACHIP SEMICONDUCTOR LTD.
-Pledgor-

U.S. BANK NATIONAL ASSOCIATION, as Collateral Trustee
-Pledgee-

in connection with
the Subsidiary Guarantee Agreement

LEE & KO

**TRADEMARK
REEL: 006784 FRAME: 0475**

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SCHEDULE

Schedule I List of Pledged Property

EXHIBITS

Exhibit A Form of Short-form Pledge Agreement
Exhibit B Form of Process Agent Letter

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY KUN-PLEDGE AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY KUN-PLEDGE AGREEMENT (this "Pledge Agreement") is entered into as of this 6th day of November 2009, by and among:

- (1) **MAGNACHIP SEMICONDUCTOR LTD.**, a limited liability company (*yuhan hoesa* in Korean) duly organized and existing under the laws of the Republic of Korea ("Korea"), as pledgor (the "Pledgor"); and
- (2) **U.S. BANK NATIONAL ASSOCIATION**, a national association duly organized and existing under the federal laws of the United States of America, as Collateral Trustee, as pledgee (the "Pledgee" which term shall include its respective successors in title, permitted assigns and permitted transferees).

RECITALS

WHEREAS:

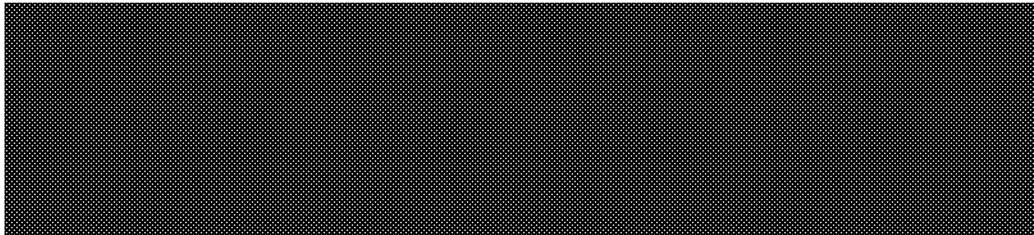
A.



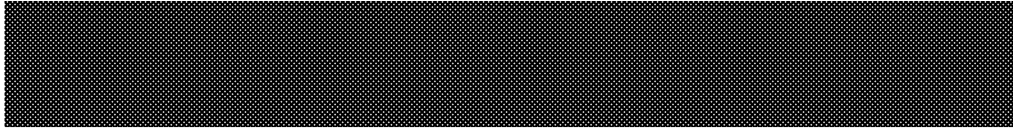
B.

- C. By that certain Subsidiary Guarantee Agreement dated as of October 23, 2004 and as amended and restated on the date hereof (the "Subsidiary Guarantee Agreement") made by the Pledgor as guarantor (the "Guarantor") in favor of the Pledgee as guarantee, the Pledgor has agreed, subject to and upon the terms and conditions contained therein, irrevocably and unconditionally to pay and perform the Guaranteed Obligations (as defined therein).

D.

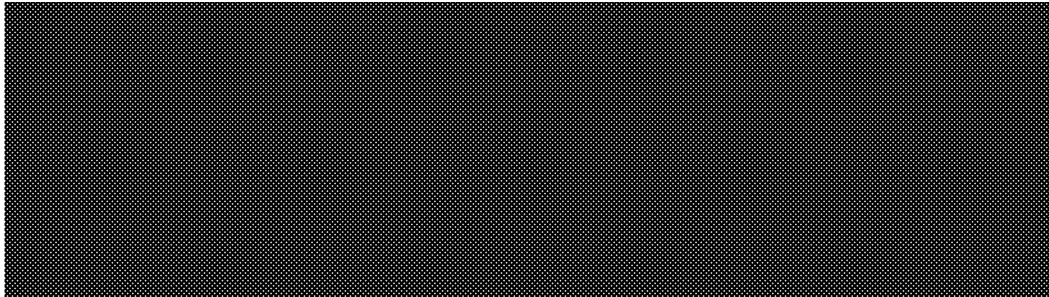


E.



F. Pursuant to the Pre-Petition Credit Agreement, the Pledgor has made that certain Intellectual Property Kun-Pledge Agreement, dated December 23, 2004 (as in effect immediately prior to the date hereof, the "**Pre-Petition Intellectual Property Kun-Pledge Agreement**"), pursuant to which the Pledgor granted to the Pledgee the Kun-Pledge (as defined therein) over the Pledged Property (as defined therein) to the Pledgee pursuant to the terms and conditions contained therein.

G.



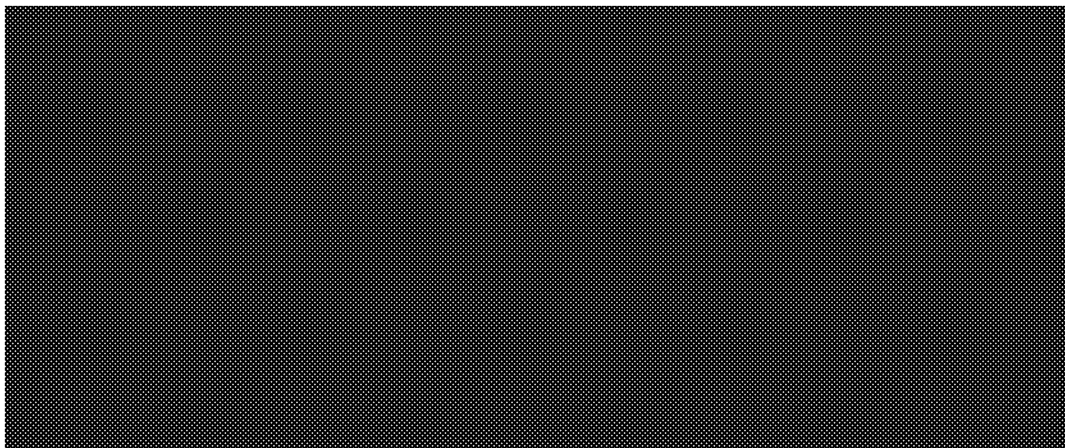
H.

NOW, THEREFORE, it is agreed as follows:

SECTION 1. INTERPRETATION

Words and expressions defined in the Credit Agreement and the Collateral Trust Agreement shall, unless otherwise defined herein or the context otherwise requires, have the same meaning when used in this Agreement. References to any agreement or document shall be construed as references to such agreement or document as varied, amended, novated or supplemented from time to time. In addition thereto, as used in this Agreement

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1.5 "Kun-Pledge" has the meaning given to it in Section 2.1.

1.6 "Pledged Property" means all rights, title, interest and benefits whatsoever of the Pledgor under or in connection with its Intellectual Property (including, but not limited to, each registration and application specified in Schedule I hereto), whether now existing or hereinafter acquired, including but not limited to (i) all rights to sue or otherwise for any past, present or future infringements and misappropriations thereof, (ii) all incomes, royalties, damages and other payments now and hereinafter due and/or payable with respect thereto and (iii) with respect to each trademark, services mark or similar right, all goodwill of the business connected with or symbolized thereby.

1.7

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1.10 "Secured Obligations" means all obligations, liabilities and indebtedness of every type and nature of the Pledgor from time to time owing to the Pledgee under the Subsidiary Guarantee Agreement.

1.11

The provisions of Section 1.03 of the Credit Agreement are incorporated into this Agreement, *mutatis mutandis*

SECTION 2. ESTABLISHMENT OF KUN-PLEDGE

2.1 The Pledgor hereby reaffirms its pledge and pledges by way of first priority kun-pledge (the "Kun-Pledge", *kun-jilkwon* in Korean), all of its right, title and interest in the Pledged Property to the Pledgee, and the Pledgee hereby accept the security interest in the Pledged Property for the due and punctual payment, performance and discharge in full of the Secured Obligations. The maximum secured amount to be secured by the Kun-Pledge over the Pledged Property shall be Seven Hundred Eighty Million U.S. Dollars (USD780,000,000).

2.2 The Pledgor shall be liable for any and all costs and expenses reasonably incurred in connection with the grant and establishment of the Kun-Pledge in favour of the Pledgee pursuant to Section 2.1 hereof. In the event that the Pledgee should incur any cost or expenses, the Pledgor shall immediately reimburse the Pledgee.

SECTION 3.

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SECTION 4. PLEDGOR'S OBLIGATION

4.1 Upon execution of this Agreement (only to the extent not already done), the Pledgor shall forthwith perform all acts and procure, execute and deliver such other instruments or notices as may be necessary in order to perfect and preserve the security interests granted or purported to be granted in the Pledged Property hereby, including, but not limited to, a short-form local language and/or local law version of this Agreement for the purpose of registering the pledge of the Pledged Property with the Korea Intellectual Property Office and similar offices or agencies in any other applicable countries, jurisdictions or political subdivisions thereof. The parties hereby confirm and agree that if there is any conflict between the Korean language version and the English version of this Agreement, the English version shall prevail.

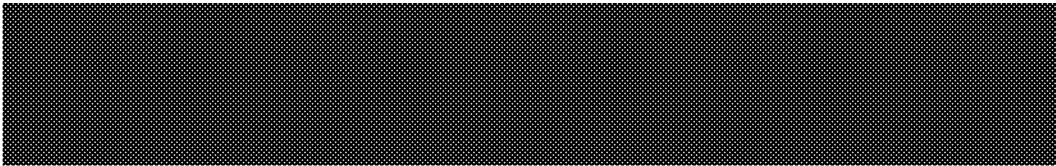
4.2 The Pledgor shall not assign, transfer, sell, further pledge or otherwise encumber the Pledged Property except as otherwise permitted in the Credit Agreement.

4.3 All necessary filing and registration and other fees and costs required in each filing period in order to renew and maintain the continued validity and effectiveness of the Pledged Property shall be duly filed and paid by the Pledgor.

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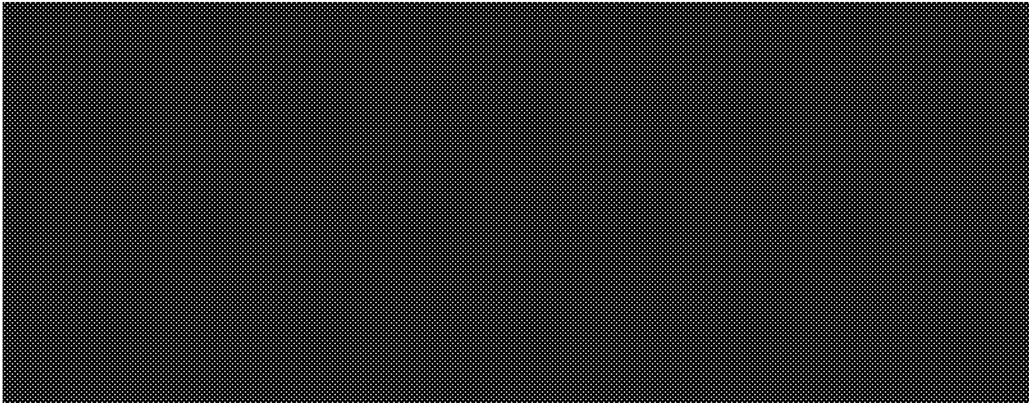
SECTION 5. ENFORCEMENT BY PLEDGEE

5.1 If an Acceleration Event has occurred, the Pledgee shall become forthwith entitled, as and when it sees, fit to put into force and to exercise all or any of the rights and the powers possessed by the Pledgee as pledgee of the Pledged Property in or towards satisfaction of the Secured Obligations, including without limitation, the right and power to:

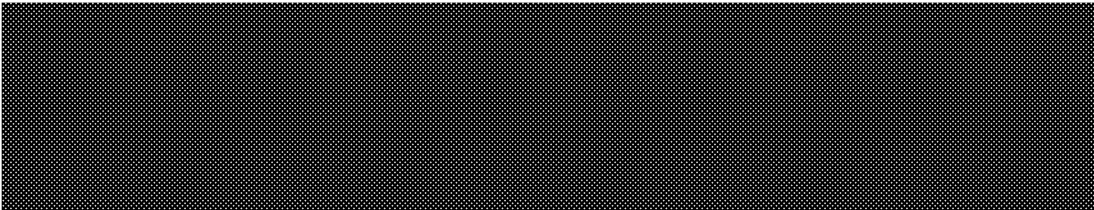
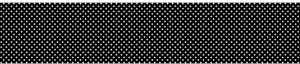
- (1) exercise, to the maximum extent permitted by applicable Requirements of Law, all powers of ownership pertaining to the Pledged Property (and the Pledgor agrees to take all such actions as may be necessary to give effect to such right) and the Pledgee will hold the same absolutely free from any claims or rights of whatsoever nature, including any rights of redemption of the Pledgor;
- (2) demand, sue for, collect or receive directly in the name of the Pledgor, any money or property at any time payable or receivable on account of or in exchange for any of the Pledged Property, but shall be under no obligation to do so; and
- (3) assign, sell or otherwise dispose of the Pledged Property to such person, at a public or a private sale, and upon such terms as the Pledgee may reasonably determine and any Pledgee or anyone else may be the purchaser, pledgee or recipient of any or all of the Pledged Property and thereafter hold the same absolutely free from any claims or rights of the Pledgor whatsoever.

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5.3



SECTION 6.



SECTION 7. CONTINUING AND INDEPENDENT SECURITY

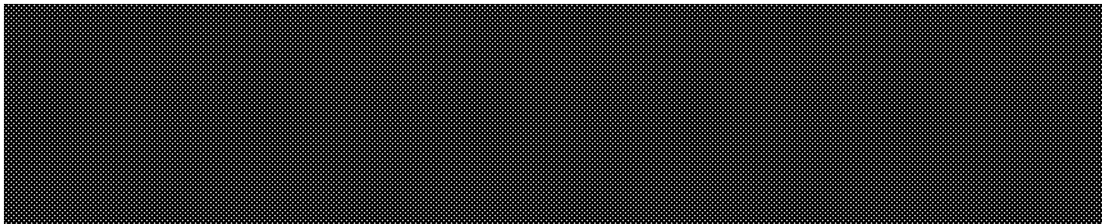
7.1 This Agreement and the security hereby created shall remain in full force and effect as a continuing security for the Secured Obligations unless and until the full discharge of the Secured Obligations occurs.

7.2 

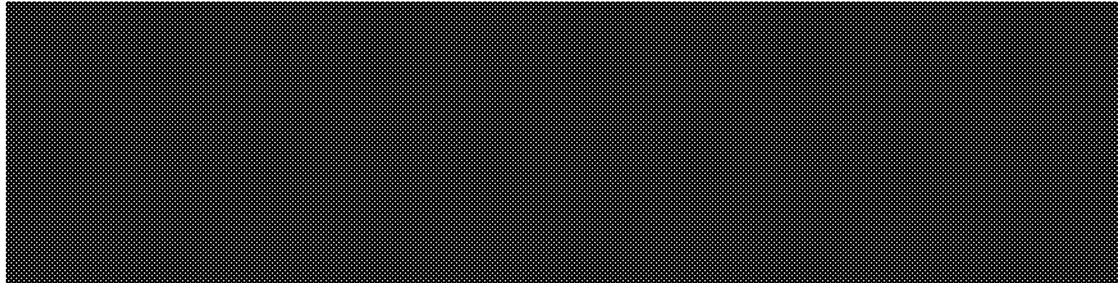
7.3 

7.4 

SECTION 8. 



SECTION 9. 



SECTION 10. TERMINATION AND RELEASE OF PLEDGE

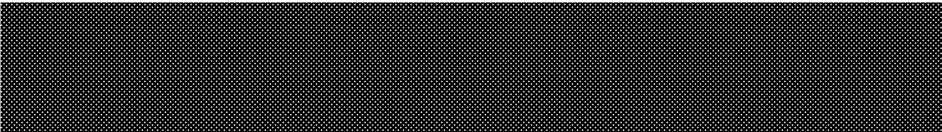
The term of this Agreement shall begin on the date of this Agreement and end on the date on which the Discharge of Korean Opco Obligations occurs. Upon termination of this Agreement, the Pledgee

shall, at the request and cost of the Pledgor, promptly release and discharge this Agreement and the Kun-Pledge created hereunder (including, without limitation, such actions as may be necessary to effect the de-registration of the pledge on the trademarks with Korea Intellectual Property Office).

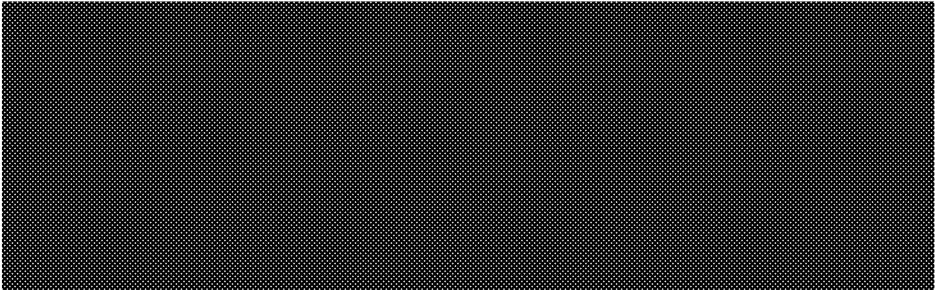
SECTION 11. EFFECT OF AMENDMENT AND RESTATEMENT

11.1 The parties hereto agree that, on the Effective Date, the following transactions shall be deemed to occur automatically, without further action by any party hereto:

(1) the Pre-Petition Intellectual Property Kun-Pledge Agreement shall be deemed to be amended and restated in its entirety in the form of this Agreement;

(2) 

(3) the security granted in favor of the Collateral Agent under the Pre-Petition Intellectual Property Kun-Pledge Agreement for the benefit of the Pledgee under the Pre-Petition Intellectual Property Kun-Pledge Agreement to secure the payment and performance of the Existing Obligations, whether registered, recorded or otherwise perfected, shall remain in full force and effect and shall be continuing security securing the payment and performance of the Secured Obligations hereunder;

(4) 

(5)

11.2 Pledgor hereby (i) ratifies and affirms the grant of security under the Pre-Petition Intellectual Property Kun-Pledge Agreement as security for the payment and performance in full when due of the Secured Obligations and (ii) confirms and agrees that such security interests secure all of the Secured Obligations under this Agreement and remain in full force and effect after giving effect to this Agreement.

11.3 The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Collateral Agent under the Pre-Petition Intellectual Property Kun-Pledge Agreement or constitute a waiver of any provision of the Pre-Petition Intellectual Property Kun-Pledge Agreement, except as specifically set forth therein.

SECTION 12. MISCELLANEOUS

12.1 Notices. Any communication, demand or notice to be given hereunder shall be in writing and delivered or sent to the addresses and fax numbers set out below in accordance with Section 6.5 of the Collateral Trust Agreement.

To Pledgor: MagnaChip Semiconductor Ltd.

891 Daechi-dong, Gangnam-gu
Seoul 135-738, Korea

Fax No.: +82 2 6903 3898
Attention: General Counsel

To Pledgee: U.S. Bank National Association, as Collateral Trustee
100 Wall Street, Suite 1600
New York, New York 10005
U.S.A.

Fax No.: +212 809 5459
Attention: Thomas Tabor

with a copy to: Yoon Yang Kim Shin & Yu
22nd Floor, ASEM Tower
159-1 Samsung-dong, Gangnam-gu
Seoul 135-798 Korea

Tel No.: +82-2-6003-7506
Fax No.: +82-2-6003-7800
Attention: Mr. Seung Soon Choi

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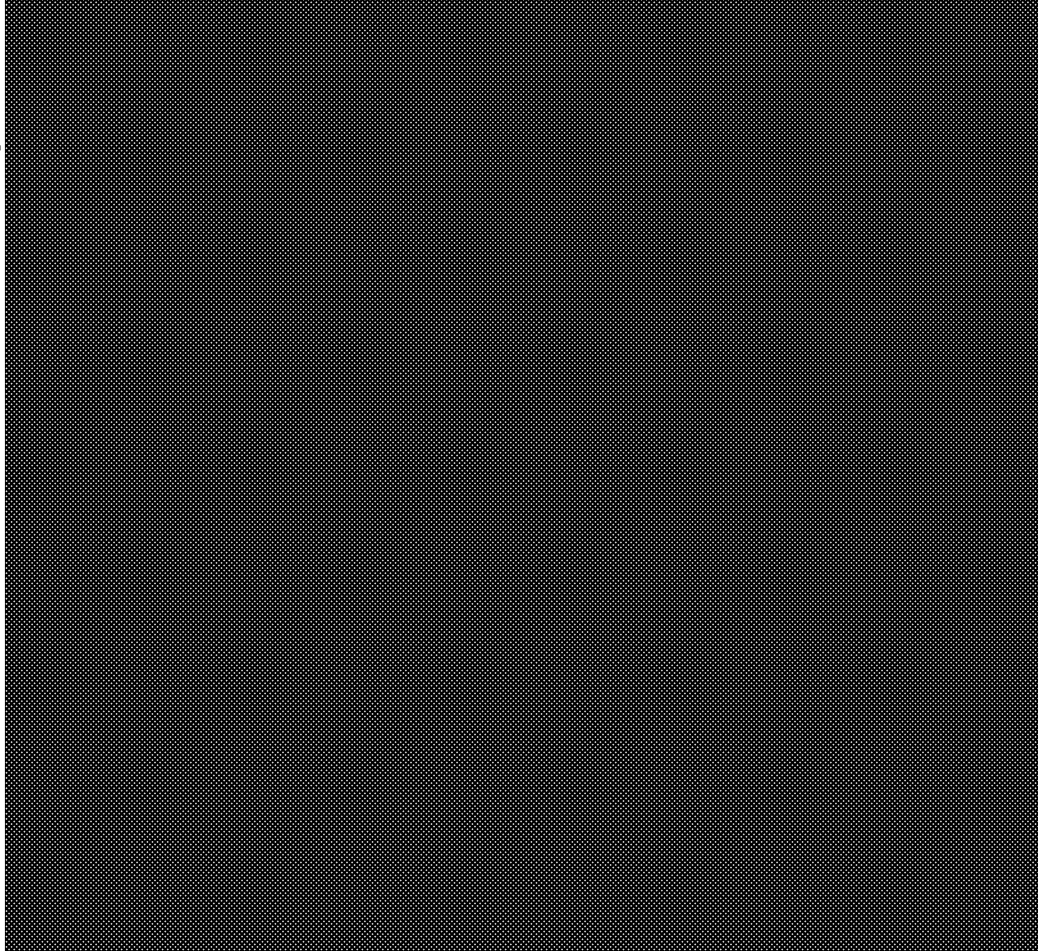
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12.12



[Signature page follows]

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

PLEDGOR

MAGNACHIP SEMICONDUCTOR LTD.

By _____

Name: Margaret Sakai
Title: Acting Chief Financial Officer

PLEDGEE

U.S. BANK NATIONAL ASSOCIATION

By _____

Name:
Title:

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

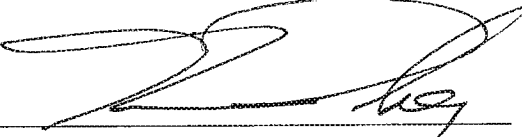
PLEDGOR

MAGNACHIP SEMICONDUCTOR LTD.

By _____
Name: Margaret Sakai
Title: Acting Chief Financial Officer

PLEDGEE

U.S. BANK NATIONAL ASSOCIATION

By  _____
Name: Thomas E. Tabor
Title: Vice President

SCHEDULE I

LIST OF PLEDGED PROPERTY

[To be attached on the following page]