

Form **PTO-1594** **RECORDATION FORM COVER SHEET** U. S. Department of Commerce
 (rev 3/1) **TRADEMARKS ONLY** Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>SANMINA-SCI CORPORATION</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>LASALLE BUSINESS CREDIT, INC., as Collateral Agent LaSalle Business Credit, Inc. 135 LaSalle Street, Suite 425 Chicago, Illinois 60603</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Pledge and Security Agreement</p> <p>Execution Date: December 23, 2002</p>	
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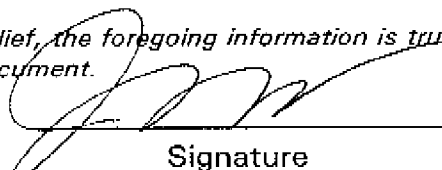
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No(s).</p> <p>PLEASE SEE ATTACHED</p>	<p>B. Trademark Registration No(s).</p> <p>PLEASE SEE ATTACHED</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>James Talbot, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036</p>	<p>6. Total number of applications/registrations involved: 57</p> <p>7. Total fee (37 CFR 3.41) \$1,440</p> <p><input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 244130/816)</p> <p>8. Deposit Account No. 19-2385</p>
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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.

<p><u>James Talbot</u></p> <p>Name</p>	 <p>Signature</p>	<p><u>January 16, 2003</u></p> <p>Date</p>
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Total number of pages including cover sheet, attachments, and document: **110**

Page 2

CONTINUATION OF ITEM 1. Names of Additional Conveying Parties:

COMPATIBLE MEMORY, INC.
ESSEX ACQUISITION SUBSIDIARY, INC.
HADCO CORPORATION
HADCO SANTA CLARA, INC.
INTERAGENCY, INC.
INTERWORKS COMPUTER PRODUCTS
MANU-TRONICS, INC.
MOOSE ACQUISITION SUBSIDIARY, INC.
SANMINA CANADA HOLDINGS, INC.
SANMINA ENCLOSURE SYSTEMS USA, INC.
SANMINA-SCI SYSTEMS (ALABAMA) INC.
SANMINA-SCI SYSTEMS ENCLOSURES LLC
SCI ENCLOSURES (DENTON), INC.
SCI HOLDINGS, INC.
SCI SYSTEMS, INC.
SCI TECHNOLOGY, INC.
SCIMEX, INC.
VIKING COMPONENTS INCORPORATED

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
76363376	2087241
76409920	2125601
78180200	1885918
78180198	2094325
76349692	2096683
76407890	1885919
76363375	2549535
76349693	2549531
76363378	2642078
76363377	2552821
76348965	1093156
76349694	1119950
78186442	1465346
78186235	1459862
78186518	1691197
76266439	1468046

76218723	1480109
76134212	1364243
76134023	1690543
76134024	1813405
76410249	1856561
76409798	2523355
76418225	2175875
76410444	2523301
76133931	2523164
76036730	2523183
76171381	2098646
75722358	2456056
	2400290

PLEDGE AND SECURITY AGREEMENT

dated as of **December 23, 2002**

between

EACH OF THE GRANTORS PARTY HERETO

and

LASALLE BUSINESS CREDIT, INC.

as **Collateral Agent**

TABLE OF CONTENTS

	PAGE
SECTION 1. DEFINITIONS; GRANT OF SECURITY	1
1.1 General Definitions	1
1.2 Definitions; Interpretation	7
SECTION 2. GRANT OF SECURITY	7
2.1 Grant of Security	7
2.2 Certain Limited Exclusions	8
2.3 Intercreditor Agreement	9
SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE	9
3.1 Security for Obligations	9
3.2 Continuing Liability Under Collateral	9
SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS	9
4.1 Generally	9
4.2 Equipment and Inventory	12
4.3 Receivables	13
4.4 Investment Related Property; Investment Related Property Generally	15
4.5 [intentionally omitted]	19
4.6 Letter of Credit Rights	19
4.7 Intellectual Property	19
4.8 Commercial Tort Claims	22
SECTION 5. ACCESS; RIGHT OF INSPECTION AND FURTHER ASSURANCES; ADDITIONAL GRANTORS	22
5.1 Right of Inspection; Access	22
5.2 Further Assurances	23
5.3 Additional Grantors	24
SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT	24
6.1 Power of Attorney	24
6.2 No Duty on the Part of Collateral Agent or Secured Parties	25
SECTION 7. REMEDIES	25
7.1 Generally	25
7.2 Application of Proceeds	26
7.3 Sales on Credit	26
7.4 Deposit Accounts	27
7.5 Investment Related Property	27
7.6 Intellectual Property	27
7.7 Cash Proceeds	29
SECTION 8. COLLATERAL AGENT	29
SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS	29
SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM	30
SECTION 11. MISCELLANEOUS	30

Schedules:

Schedule 4.1	General Information
Schedule 4.2	Location of Equipment and Inventory
Schedule 4.4	Investment Related Property
Schedule 4.6	Description of Letters of Credit
Schedule 4.7	Intellectual Property
Schedule 4.8	Commercial Tort Claims

Pledge and Security Agreement

302124

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REEL: 002597 FRAME: 0210

Exhibits:

- Exhibit A Pledge Supplement
- Exhibit B Uncertificated Securities Control Agreement
- Exhibit C Securities Account Control Agreement
- Exhibit D Deposit Account Control Agreement

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302124

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This **PLEDGE AND SECURITY AGREEMENT**, dated as of December 23, 2002 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "**Grantor**"), and **LASALLE BUSINESS CREDIT, INC.**, as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the "**Collateral Agent**").

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among **SANMINA-SCI CORPORATION** ("**Company**"), certain Subsidiaries of Company, as Guarantors, the lenders party thereto from time to time (the "**Lenders**"), **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as Lead Arranger, Syndication Agent and Administrative Agent, **LASALLE BUSINESS CREDIT, INC.**, as Collateral Agent and Documentation Agent;

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Hedge Agreements (as herein defined) with one or more Lender Counterparties;

WHEREAS, Grantors are party to that certain Indenture, dated as of the date hereof, among Company, as issuer, the guarantors named therein, as initial guarantors, and State Street Bank and Trust Company of California, N.A., as trustee;

WHEREAS, to secure the Noteholder Claims (as defined below), Grantors are concurrently granting to the Notes Collateral Agent (as defined below), for the benefit of the holders of the Noteholder Claims, a second priority security interest in the Collateral (it being understood that the relative rights and priorities of the grantees in respect of the Collateral are governed by the Intercreditor Agreement referred to in the Credit Agreement);

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, each Grantor has agreed to secure such Grantor's obligations under the Credit Documents and the Hedge Agreements as set forth herein; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and Collateral Agent agree as follows:

SECTION 1. DEFINITIONS; GRANT OF SECURITY.

1.1 General Definitions. In this Agreement, the following terms shall have the following meanings:

"**Account Debtor**" shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

"**Accounts**" shall mean all "accounts" as defined in Article 9 of the UCC.

"**Agreement**" shall have the meaning set forth in the preamble.

"**Additional Grantors**" shall have the meaning assigned in Section 5.3.

"Assigned Agreements" shall mean all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date hereof, as each such agreement may be amended, supplemented or otherwise modified from time to time.

"Cash Proceeds" shall have the meaning assigned in Section 7.7.

"Chattel Paper" shall mean all "chattel paper" as defined in Article 9 of the UCC, including, without limitation, "electronic chattel paper" or "tangible chattel paper", as each term is defined in Article 9 of the UCC.

"Collateral" shall have the meaning assigned in Section 2.1.

"Collateral Account" shall have the meaning assigned in Section 4.3(b)(v).

"Collateral Agent" shall have the meaning set forth in the preamble.

"Collateral Records" shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Collateral Support" shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

"Commercial Tort Claims" shall mean all "commercial tort claims" as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule 4.8 (as such schedule may be amended or supplemented from time to time).

"Commodities Accounts" (i) shall mean all "commodity accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4(A) under the heading "Commodities Accounts" (as such schedule may be amended or supplemented from time to time).

"Controlled Foreign Corporation" shall mean "controlled foreign corporation" as defined in the Tax Code.

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time).

"Copyrights" shall mean all United States and foreign copyrights, all mask works fixed in semi-conductor chip products (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, now or hereafter in force throughout the world, all registrations and applications therefor including, without limitation, the applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), all rights corresponding thereto throughout the world, all extensions and renewals of any thereof, the right to sue for past, present and future infringements of any of the foregoing, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Credit Agreement" shall have the meaning set forth in the recitals.

"Documents" shall mean all "documents" as defined in Article 9 of the UCC.

Pledge and Security Agreement

302124

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"Deposit Accounts" (i) shall mean all "deposit accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4(A) under the heading "Deposit Accounts" (as such schedule may be amended or supplemented from time to time).

"Equipment" shall mean: (i) all "equipment" as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

"General Intangibles" (i) shall mean all "general intangibles" as defined in Article 9 of the UCC, including "payment intangibles" also as defined in Article 9 of the UCC and (ii) shall include, without limitation, all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements and all Intellectual Property (in each case, regardless of whether characterized as general intangibles under the UCC).

"Goods" (i) shall mean all "goods" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment (in each case, regardless of whether characterized as goods under the UCC).

"Grantors" shall have the meaning set forth in the preamble.

"Hedge Agreement" shall mean any (i) interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedging agreement or other similar agreement or arrangement, each of which is for the purpose of hedging the interest rate exposure associated with Grantors' operations or (ii) foreign exchange contract, currency swap agreement, futures contract, option contract, synthetic cap or other similar agreement or arrangement, each of which is for the purpose of hedging the foreign currency risk associated with Grantors' operations.

"Indemnitee" shall mean Collateral Agent, and its and its Affiliates' officers, partners, directors, trustees, employees, agents.

"Instruments" shall mean all "instruments" as defined in Article 9 of the UCC.

"Insurance" shall mean: (i) all insurance policies covering any or all of the Collateral (regardless of whether Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies.

"Intellectual Property" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Inventory" shall mean: (i) all "inventory" as defined in Article 9 of the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor's business; all goods in which any Grantor has an interest in mass or a joint or other interest or right of any kind; and all goods which are returned to or repossessed by any Grantor, all computer programs embedded in any goods and all accessions thereto and products thereof (in each case, regardless of whether characterized as inventory under the UCC).

"Investment Accounts" shall mean the Collateral Account, Securities Accounts, Commodities Accounts and Deposit Accounts.

Pledge and Security Agreement

302124

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"Investment Related Property" shall mean: (i) all "investment property" (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests, Pledged Debt, the Investment Accounts and certificates of deposit.

"Lender" shall have the meaning set forth in the recitals.

"Lender Counterparty" shall mean each Lender or any Affiliate of a Lender counterparty to a Hedge Agreement including, without limitation, each such Affiliate that enters into a joinder agreement with Collateral Agent.

"Letter of Credit Right" shall mean "letter-of-credit right" as defined in Article 9 of the UCC.

"Lien" shall mean (i) any lien, mortgage, pledge, assignment for security, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing and (ii) in the case of Pledged Equity Interests, any purchase option, call or similar right of a third party with respect to such Pledged Equity Interests.

"Money" shall mean "money" as defined in the UCC.

"Non-Assignable Contract" shall mean any agreement, contract or license to which any the Grantor is a party that by its terms purports to restrict or prevent the assignment or granting of a security interest therein (either by its terms or by any federal or state statutory prohibition or otherwise irrespective of whether such prohibition or restriction is enforceable under Section 9-406 through 409 of the UCC).

"Noteholder Claims" shall have the meaning specified in the Intercreditor Agreement.

"Notes Collateral Agent" shall mean State Street Bank and Trust Company of California, N.A., in its capacity as collateral agent for the holders of the Notcholder Claims.

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(D) (as such schedule may be amended or supplemented from time to time).

"Patents" shall mean all United States and foreign patents and applications for letters patent throughout the world, including, but not limited to each patent and patent application referred to in Schedule 4.7(C) (as such schedule may be amended or supplemented from time to time), all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world, and all proceeds of the foregoing including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit and the right to sue for past, present and future infringements of any of the foregoing.

"Payment Intangible" shall have the meaning specified in Article 9 of the UCC.

"Pledged Debt" shall mean all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 4.4(A) under the heading "Pledged Debt" (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

"Pledged Equity Interests" shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

"Pledged LLC Interests" shall mean all interests in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 4.4(A) under the heading "Pledged LLC Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

"Pledged Partnership Interests" shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 4.4(A) under the heading "Pledged Partnership Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

"Pledged Stock" shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock described on Schedule 4.4(A) under the heading "Pledged Stock" (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

"Pledged Trust Interests" shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 4.4(A) under the heading "Pledged Trust Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

"Pledge Supplement" shall mean any supplement to this agreement in substantially the form of Exhibit A.

"Proceeds" shall mean: (i) all "proceeds" as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"Receivables" shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of Grantor's rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

Pledge and Security Agreement

302124

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REEL: 002597 FRAME: 0216

"Receivables Records" shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Grantor or any computer bureau or agent from time to time acting for Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or nonwritten forms of information related in any way to the foregoing or any Receivable.

"Record" shall have the meaning specified in Article 9 of the UCC.

"Secured Obligations" shall mean all obligations (whether or not constituting future advances, obligatory or otherwise) of all Grantors from time to time arising under or in respect of this Agreement, the Credit Agreement, the Tranche B Term Loan Notes, the Guaranties, the other Credit Documents and all Hedge Agreements entered into with any Lender Counterparty (including the obligations to pay principal, interest and all other charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the obligations contained in this Agreement, the Credit Agreement, the Tranche B Term Loan Notes, the Guaranties, the other Credit Documents and all Hedge Agreements entered into with any Lender Counterparty), in each case whether (a) such obligations are direct or indirect, secured or unsecured, joint or several, absolute or contingent, reduced to judgment or not, liquidated or unliquidated, disputed or undisputed, legal or equitable, due or to become due whether at stated maturity, by acceleration or otherwise; (b) arising in the regular course of business or otherwise; (c) for payment or performance; (d) discharged, stayed or otherwise affected by any bankruptcy, insolvency, reorganization or similar proceeding with respect to any Credit Party or any other person; or (e) now existing or hereafter arising (including interest and other obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization or similar proceeding with respect to any Credit Party or any other person, or that would have arisen or accrued but for the commencement of such proceeding, even if such obligation or the claim therefor is not enforceable or allowable in such proceeding).

"Secured Parties" means the Lenders and the Lender Counterparties and shall include, without limitation, all former Lenders and Lender Counterparties to the extent that any Obligations owing to such Persons were incurred while such Persons were Lenders or Lender Counterparties and such Obligations have not been paid or satisfied in full.

"Securities" shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"Securities Accounts" (i) shall mean all "securities accounts" as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4(A) under the heading "Securities Accounts" (as such schedule may be amended or supplemented from time to time).

"Supporting Obligation" shall mean all "supporting obligations" as defined in Article 9 of the UCC.

"Tax Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

Pledge and Security Agreement

302124

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"Trademark Licenses" shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(F) (as such schedule may be amended or supplemented from time to time).

"Trademarks" shall mean all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule 4.7(E) (as such schedule may be amended or supplemented from time to time), all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trade Secret Licenses" shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(G) (as such schedule may be amended or supplemented from time to time).

"Trade Secrets" shall mean all trade secrets and all other confidential or proprietary information and know-how now or hereafter owned or used in, or contemplated at any time for use in, the business of such Grantor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, the right to sue for past, present and future infringement of any Trade Secret, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

"United States" shall mean the United States of America.

1.2 Definitions; Interpretation. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or, if not defined therein, in the UCC. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

SECTION 2. GRANT OF SECURITY.

2.1 Grant of Security. Each Grantor hereby grants to Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest and continuing lien on all of such Grantor's right, Pledge and Security Agreement

title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Collateral"):

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods;
- (f) Instruments;
- (g) Insurance;
- (h) Intellectual Property;
- (i) Investment Related Property;
- (j) Letter of Credit Rights;
- (k) Money;
- (l) Receivables and Receivable Records;
- (m) Commercial Tort Claims;
- (n) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and
- (o) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2.1 hereof attach to (a) any Lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights (including property rights with respect to equipment) or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such Lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (b) in any of the outstanding capital stock of a Controlled Foreign Corporation (i) in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote or (ii) to the extent the Collateral Agent otherwise determines in its reasonable discretion after consultation with the Company that any such pledge is not commercially feasible.

Pledge and Security Agreement

302124

TRADEMARK

REEL: 002597 FRAME: 0219

2.3 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the relative rights and remedies of Collateral Agent and the Secured Parties shall be subject to and governed by the terms of the Intercreditor Agreement at any time the Intercreditor Agreement is in effect. In the event of any inconsistency between the terms hereof and the Intercreditor Agreement, the Intercreditor Agreement shall control at any time the Intercreditor Agreement is in effect.

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE.

3.1 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the payment and performance in full when due of all the Secured Obligations.

3.2 Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to Collateral Agent or any Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, and (iii) the exercise by Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

4.1 Generally.

(a) Representations and Warranties. Each Grantor hereby represents and warrants that:

(i) except as otherwise permitted by or qualified under the Credit Agreement, it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral, whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral, in each case free and clear of any and all Liens, rights or claims of all other Persons, including, without limitation, liens arising as a result of such Grantor becoming bound (as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, other than Permitted Liens;

(ii) it has indicated on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number and (z) the jurisdiction where the chief executive office or principal place of business is, and for the five-year period preceding the date hereof has been, located.

(iii) the full legal name of such Grantor is as set forth on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time) and it has not done in the last five (5) years, and does not do, business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule 4.1(B) (as such schedule may be amended or supplemented from time to time);

(iv) except as provided on Schedule 4.1(C), it has not changed its name, jurisdiction of organization, principal place of business, chief executive office or its corporate structure in any way within the past five (5) years;

(v) it has not within the last five (5) years become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated other than the agreements identified on Schedule 4.1(D) hereof (as such schedule may be amended or supplemented from time to time);

(vi) with respect to each agreement identified on Schedule 4.1(D), it has indicated on Schedule 4.1(A) and Schedule 4.1(B) the information required pursuant to Section 4.1(a)(ii), (iii) and (iv) with respect to the debtor under each such agreement;

(vii) upon (x) the filing of all UCC financing statements naming each Grantor as "debtor" and Collateral Agent as "secured party" and describing the Collateral in the filing offices set forth opposite such Grantor's name on Schedule 4.1(E) hereof (as such schedule may be amended or supplemented from time to time) and other filings delivered by each Grantor, and (y) execution of a control agreement in the form of Exhibit D hereto with respect to each Deposit Account, the security interests granted to Collateral Agent hereunder constitute valid and perfected first priority Liens (subject in the case of priority only to Permitted Liens and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on that portion of the Collateral that can be perfected by such filing or execution of such control agreement;

(viii) all actions and consents, including all filings, notices, registrations and recordings necessary or desirable for the exercise by Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Collateral have been made or obtained, except for those actions to be taken and consents to be obtained that are necessary or desirable at the time such rights or remedies are exercised;

(ix) other than the financing statements filed in favor of Collateral Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (x) financing statements for which proper termination statements have been delivered to Collateral Agent for filing and (y) financing statements filed in connection with Permitted Liens;

(x) no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for either (x) the pledge or grant by any Grantor of the Liens purported to be created in favor of Collateral Agent hereunder or (y) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except, in each case, (A) for the filings contemplated by clause (vii) above, (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities, (C) as may be required in connection with Pledged Equity Interests of Foreign Subsidiaries hereunder, to the extent identified in Schedule 4.1(F) hereof, and (D) such authorizations, approvals or other actions of or notices to or filings with Governmental Authorities or regulatory bodies obtained as of the date hereof or at the time such rights or remedies are exercised;

(xi) all information supplied by any Grantor with respect to any of the Collateral (in each case taken as a whole with respect to any particular Collateral) is accurate and complete in all material respects;

(xii) it does not own any "as extracted collateral" (as defined in the UCC);

(xiii) such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on Schedule 4.1(A) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.1(A) and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) except for the security interest created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens, and such Grantor shall defend the Collateral against all Persons at any time claiming any interest therein, except with respect to Permitted Liens;

(ii) it shall not produce, use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or in violation in any material respect of any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(iii) it shall not change such Grantor's name, identity, corporate structure, principal place of business, chief executive office, type of organization or jurisdiction of organization or establish any trade names unless it shall have (A) notified Collateral Agent in writing, by executing and delivering to Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all applicable Supplements to Schedules thereto, at least thirty (30) days' prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, principal place of business, chief executive office, type of organization, jurisdiction of organization or trade name and providing such other information in connection therewith as Collateral Agent may reasonably request and (B) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby;

(iv) upon such Grantor or any officer of such Grantor obtaining knowledge thereof, it shall promptly notify Collateral Agent in writing of any event that may have a Material Adverse Effect on the value of the Collateral or any material portion thereof, (except as otherwise permitted by the Credit Agreement) the ability of any Grantor or Collateral Agent to dispose of the Collateral or any material portion thereof, or the rights and remedies of Collateral Agent in relation thereto, including, without limitation, the levy of any legal process against the Collateral or any material portion thereof; and

(v) except otherwise permitted by the Credit Documents, it shall not take or permit any action which could impair Collateral Agent's rights in the Collateral in any material respect.

(c) Post-Closing Items. Company hereby covenants and agrees that within 90 days (45 days in the case of clauses (b) and (c) below) after the Closing Date, it shall deliver (or cause the applicable Grantor to deliver) to the Collateral Agent to the extent not delivered prior thereto, (a) such Pledge Supplements, certificates, stock powers, any other documents and/or opinions of foreign counsel to the Company or its Subsidiaries addressed to the Administrative Agent, the Collateral Agent and the Lenders (with respect to such matters as set forth in Exhibit D-2 of the Credit Agreement, in form and substance reasonably satisfactory to the Administrative Agent; provided that the Collateral Agent shall be permitted to accept such variations and modifications to such opinions as it shall determine to be reasonably necessary or appropriate), relating to the pledge of 65% of capital stock of the Controlled Foreign Corporations set forth on Schedule 4.4(A) hereto, except to the extent the Collateral Agent determines in its reasonable discretion after consultation with the Company that any such pledge is not commercially feasible; (b) a duly executed Pledge Supplement with respect to all notes or other instruments evidencing Intercompany Indebtedness required to be pledged pursuant to the Credit Agreement and with respect to Pledged Debt required to be pledged hereunder, accompanied by such notes or other instruments;

Pledge and Security Agreement

302124

TRADEMARK

REEL: 002597 FRAME: 0222

and (c) duly executed control agreements substantially in the form of Exhibit B, C or D hereto, as applicable (or such other form as may be acceptable to the Collateral Agent), with respect to all Investment Related Property or Investment Accounts required to be pledged hereunder. All the representations and warranties made by the Grantors and all covenants undertaken by the Grantors in this Agreement shall be qualified by this Section 4.1(c).

4.2 Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants that:

(i) all of the Equipment and Inventory included in the Collateral is kept only at the locations specified in Schedule 4.2 (as such schedule may be amended or supplemented from time to time);

(ii) any Goods now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance in all material respects with the requirements of the Fair Labor Standards Act, as amended; and

(iii) none of the Inventory or Equipment is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor or otherwise in the possession of a bailee or a warehouseman.

(b) Covenants and Agreements. Each Grantor covenants and agrees that:

(i) it shall keep the Equipment, Inventory and any Documents evidencing any Equipment and Inventory in the locations specified on Schedule 4.2 (as such schedule may be amended or supplemented from time to time) unless it shall have taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby, or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory;

(ii) it shall notify Collateral Agent in writing, by executing and delivering to Collateral Agent, no less often than quarterly at the time that a Compliance Certificate is required to be delivered pursuant to Section 5.1(c) of the Credit Agreement, a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all applicable Supplements to Schedules thereto, in the event there has been any change in the locations specified on Schedule 4.2 with respect to such Equipment, Inventory and Documents, identifying such new locations and providing such other information in connection therewith as Collateral Agent may reasonably request;

(iii) it shall keep correct and accurate records in all material respects of the Inventory as is customarily maintained under similar circumstances by Persons of established reputation engaged in similar business, and in any event sufficient to prepare financial statements in accordance with GAAP;

(iv) it shall not deliver any Document evidencing any Equipment and Inventory to any Person other than the issuer of such Document to claim the Goods evidenced therefor or Collateral Agent (subject to the terms of the Intercreditor Agreement to the extent then in effect);

(v) if any Equipment or Inventory is in possession or control of any third party, each Grantor shall join with Collateral Agent in notifying the third party of Collateral Agent's security interest and obtaining an acknowledgment from the third party that it is holding the Equipment and Inventory for the benefit of Collateral Agent; and

Pledge and Security Agreement

302124

TRADEMARK

REEL: 002597 FRAME: 0223

(vi) with respect to any item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of Collateral Agent, (A) provide information with respect to any such Equipment, (B) execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and (C) deliver to Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby.

4.3 Receivables.

(a) Representations and Warranties. Each Grantor represents and warrants that:

(i) each Receivable (A) is and will be the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (B) is and will be enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law), and (C) is and will be in compliance in all material respects with all applicable laws, whether federal, state, local or foreign;

(ii) none of the Account Debtors in respect of any Receivable in excess of \$500,000 individually or \$1,000,000 in the aggregate is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign.

(iii) no Receivable is evidenced by, or constitutes, an Instrument or Chattel Paper which has not been delivered to, or otherwise subjected to the control of, Collateral Agent to the extent required by, and in accordance with Section 4.3(c) (subject to the terms of the Intercreditor Agreement to the extent then in effect); and

(iv) each Grantor has delivered to Collateral Agent a complete and correct copy of each standard form of document under which a Receivable may arise.

(b) Covenants and Agreements: Each Grantor hereby covenants and agrees that:

(i) it shall keep and maintain at its own cost and expense satisfactory and complete records of the Receivables, including, but not limited to, the originals of all documentation with respect to all Receivables and records of all payments received and all credits granted on the Receivables, all merchandise returned and all other dealings therewith;

(ii) upon Collateral Agent's reasonable request, it shall mark conspicuously, in form and manner reasonably satisfactory to Collateral Agent, all Chattel Paper, Instruments and other evidence of Receivables (other than any delivered to Collateral Agent (subject to the terms of the Intercreditor Agreement to the extent then in effect) as provided herein), as well as the Receivables Records with an appropriate reference to the fact that Collateral Agent has a security interest therein;

(iii) it shall perform in all material respects all of its obligations with respect to the Receivables;

(iv) other than in the ordinary course of business consistent with past practices and while no Event of Default exists, it shall not amend, modify, terminate or waive any

provision of any Receivable in any manner which could reasonably be expected to have a Material Adverse Effect on the value of such Receivable as Collateral. Other than in the ordinary course of business, and except as otherwise provided in subsection (v) below, after the occurrence and during the continuance of an Event of Default, such Grantor shall not (w) grant any extension or renewal of the time of payment of any Receivable, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof, or (z) allow any credit or discount thereon;

(v) except as otherwise provided in this subsection or as permitted by subsection (iv) above, each Grantor shall continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation and diligently exercise each material right it may have under any Receivable, any Supporting Obligation or Collateral Support, in each case, at its own expense, and in connection with such collections and exercise, such Grantor shall take such action as such Grantor or Collateral Agent may deem necessary or advisable. Notwithstanding the foregoing, Collateral Agent shall have the right at any time during the existence of an Event of Default to notify, or require any Grantor to notify, any Account Debtor of Collateral Agent's security interest in the Receivables and any Supporting Obligation and, in addition, at any time following the occurrence and during the continuation of an Event of Default, Collateral Agent may: (A) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to Collateral Agent (subject to the terms of the Intercreditor Agreement, to the extent then in effect); (B) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to Collateral Agent (subject to the terms of the Intercreditor Agreement, to the extent then in effect); and (C) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be forthwith (and in any event within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to Collateral Agent if required, in a collateral account (the "Collateral Account"), and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of Collateral Agent hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon; and

(vi) it shall use its commercially reasonable efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable.

(c) Delivery and Control of Receivables. With respect to any Receivables in excess of \$1,000,000 individually or \$2,500,000 in the aggregate that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered, promptly upon the request of Collateral Agent, to Collateral Agent (or its agent or designee) (subject to the terms of the Intercreditor Agreement to the extent then in effect) appropriately indorsed to Collateral Agent or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof, and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. With respect to any Receivables in excess of \$1,000,000 individually or \$2,500,000 in the aggregate which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall take all steps necessary to give Collateral Agent control (subject to the terms of the Intercreditor Agreement to the extent then in effect) over such Receivables (within the meaning of Section 9-105 of the UCC): (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof, and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such

Pledge and Security Agreement

302124

TRADEMARK

REEL: 002597 FRAME: 0225

Grantor acquiring rights therein. Any Receivable not otherwise required to be delivered or subjected to the control of Collateral Agent in accordance with this subsection (c) shall be delivered or subjected to such control (subject to the terms of the Intercreditor Agreement to the extent then in effect) upon request of Collateral Agent.

4.4 Investment Related Property; Investment Related Property Generally

(a) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) in the event it acquires rights in any Investment Related Property after the date hereof, it shall deliver to Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all applicable Supplements to Schedules thereto, reflecting such new Investment Related Property and all other Investment Related Property. Notwithstanding the foregoing, it is understood and agreed that the security interest of Collateral Agent shall attach to all Investment Related Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.4 as required hereby;

(ii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then (A) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (B) such Grantor shall immediately take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of Collateral Agent over such Investment Related Property (including, without limitation, delivery thereof to Collateral Agent pursuant to the terms of the Intercreditor Agreement to the extent then in effect) and pending any such action such Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of Collateral Agent and shall be segregated from all other property of such Grantor. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, Collateral Agent authorizes each Grantor to retain all ordinary cash dividends and distributions paid in the normal course of the business of the issuer and consistent with the past practice of the issuer, all scheduled payments of interest and all property received upon the liquidation or dissolution of a Subsidiary permitted by the Credit Documents; and

(iii) each Grantor consents to the grant by each other Grantor of a Security Interest in all Investment Related Property to Collateral Agent.

(b) Delivery and Control.

Each Grantor agrees that with respect to any Investment Related Property in which it currently has rights it shall comply with the provisions of this Section 4.4(b) on or before the Closing Date and with respect to any Investment Related Property hereafter acquired by such Grantor it shall comply with the provisions of this Section 4.4(b) promptly upon acquiring rights therein, in each case in form and substance satisfactory to Collateral Agent. With respect to any Investment Related Property that is represented by a certificate or that is an "instrument" (other than any Investment Related Property credited to a Securities Account), and subject to the limitations set forth in Section 2.2 hereof, it shall cause such certificate or instrument to be delivered to Collateral Agent (in accordance with the terms of the Intercreditor Agreement to the extent then in effect), indorsed in blank by an "effective indorsement" (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a "certificated security" for purposes of the UCC. With respect to any Investment Related Property that is an "uncertificated security" for purposes of the UCC (other than any "uncertificated securities" credited to a Securities Account), and subject to the limitations set forth in Section 2.2 hereof, it shall cause the issuer of such uncertificated security to either (i) register Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement substantially in the form of Exhibit B hereto, pursuant to which such issuer agrees to comply with Collateral Agent's instructions with respect to such uncertificated security without further Pledge and Security Agreement

consent by such Grantor (in each case subject to the terms of the Intercreditor Agreement to the extent then in effect). In addition to the foregoing, if any issuer of any Investment Related Property is located in a jurisdiction outside the United States, each Grantor shall take such additional actions, including, without limitation, causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case as may be necessary or advisable, under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of Collateral Agent. Upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Investment Related Property to its name or the name of its nominee or agent. In addition, Collateral Agent (subject to and in accordance with the terms of the Intercreditor Agreement to the extent then in effect) shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Investment Related Property for certificates or instruments of smaller or larger denominations.

(c) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing:

- (A) except as otherwise provided under the covenants and agreements relating to Investment Related Property in this Agreement or elsewhere herein or in the Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; and
- (B) Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (A) above;

(ii) Upon the occurrence and during the continuation of an Event of Default, subject to the terms of the Intercreditor Agreement, to the extent then in effect:

- (A) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and
- (B) in order to permit Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to Collateral Agent all proxies, dividend payment orders and other instruments as Collateral Agent may from time to time reasonably request and (2) the each Grantor acknowledges that Collateral Agent may utilize the power of attorney set forth in Section 6.

4.4.1 Pledged Equity Interests

(a) Representations and Warranties. Each Grantor hereby represents and warrants that:

- (i) Schedule 4.4(A) (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Pledged Stock," "Pledged LLC Interests," "Pledged Partnership Interests" and "Pledged Trust Interests," respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding

Pledge and Security Agreement:

302124

TRADEMARK

REEL: 002597 FRAME: 0227

shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) except as set forth on Schedule 4.4(B), it has not acquired any equity interests of another entity or substantially all the assets of another entity within the past five (5) years;

(iii) it is the record and beneficial owner of the Pledged Equity Interests pledged by such Grantor free of all Liens, rights or claims of other Persons other than Liens in favor of Collateral Agent pursuant to the terms of this Agreement and Liens in favor of the Notes Collateral Agent, and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests;

(iv) without limiting the generality of Section 4.1(a)(v), except for the consents obtained in this Agreement, no consent of any Person (to the extent not obtained prior to the date hereof), including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary, is necessary or desirable in connection with the creation, perfection or first priority status of the security interest of Collateral Agent in any Pledged Equity Interests or the exercise by Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof; and

(v) none of the Pledged LLC Interests nor Pledged Partnership Interests are or represent interests in issuers that are: (A) registered as investment companies, (B) are dealt in or traded on securities exchanges or markets or (C) have opted to be treated as securities under the uniform commercial code of any jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) without the prior written consent of Collateral Agent, it shall not vote to enable or take any other action to: (A) other than as permitted under the Credit Agreement, amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially changes the rights of such Grantor with respect to any Investment Related Property or adversely affects the validity, perfection or priority of Collateral Agent's security interest, (B) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to issue any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer, (C) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of their assets, (D) waive any default under or breach of any terms of organizational document relating to the issuer of any Pledged Equity Interest or the terms of any Pledged Debt, or (E) cause any issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC; provided, however, notwithstanding the foregoing, if any issuer of any Pledged Partnership Interests or Pledged LLC Interests takes any such action in violation of the foregoing in this clause (E), such Grantor shall promptly notify Collateral Agent in writing of any such election or action and, in such event, shall take all steps necessary or advisable to establish Collateral Agent's "control" thereof (subject to the terms of the Intercreditor Agreement to the extent then in effect);

(ii) it shall comply in all material respects with all of its obligations under any partnership agreement or limited liability company agreement relating to Pledged Partnership Interests or Pledged LLC Interests and, except as otherwise provided in this Agreement, shall enforce all of its rights with respect to any Investment Related Property;

Pledge and Security Agreement

302124

TRADEMARK

REEL: 002597 FRAME: 0228

(iii) each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property to Collateral Agent and, without limiting the foregoing, consents to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to Collateral Agent or its nominee following an Event of Default and to the substitution of Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto; and

(iv) it shall notify Collateral Agent of any default under any Pledged Debt that has caused or could reasonably be expected to cause, either in any case or in the aggregate, a Material Adverse Effect.

4.4.2 Pledged Debt

(a) Representations and Warranties. Each Grantor hereby represents and warrants that Schedule 4.4(A) (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor and all of such Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law) and is not in default and constitutes all of the issued and outstanding intercompany indebtedness.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that it shall notify Collateral Agent of any default under any Pledged Debt that has caused or could reasonably be expected to cause, either in any individual case or in the aggregate, a Material Adverse Effect.

4.4.3 Investment Accounts

(a) Representations and Warranties. Each Grantor hereby represents and warrants that:

(i) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Securities Accounts" and "Commodities Accounts," respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest. Each Grantor is the sole entitlement holder of each such Securities Account and Commodities Account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than Collateral Agent pursuant hereto and the Notes Collateral Agent pursuant to the terms of the Intercreditor Agreement to the extent then in effect) having "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or any securities or other property credited thereto;

(ii) Schedule 4.4(A) hereto (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Deposit Accounts" all of the Deposit Accounts in which each Grantor has an interest and each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than Collateral Agent pursuant hereto) having either sole dominion and control (within the meaning of common law) or "control" (within the meaning of Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account or any money or other property deposited therein; and

(iii) each Grantor has taken all actions necessary or reasonably requested by Collateral Agent, including those specified in Section 4.4, to: (A) establish Collateral Agent's "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities, Uncertificated Securities,

Securities Accounts, Securities Entitlements or Commodity Accounts (each as defined in the UCC); (B) establish Collateral Agent's "control" (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts; and (C) deliver all Instruments to Collateral Agent (pursuant to the terms of the Intercreditor Agreement to the extent then in effect).

(b) Delivery and Control. With respect to any Investment Related Property consisting of Securities Accounts or Securities Entitlements, it shall cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C hereto (or such other form as may be reasonably acceptable to Collateral Agent) pursuant to which it shall, subject to the Intercreditor Agreement to the extent then in effect, agree to comply with Collateral Agent's "entitlement orders" without further consent by such Grantor. With respect to any Investment Related Property that is a "Deposit Account," it shall cause the depository institution maintaining such account to enter into an agreement substantially in the form of Exhibit D hereto (or such other form as may be reasonably acceptable to Collateral Agent), pursuant to which Collateral Agent shall, subject to the Intercreditor Agreement to the extent then in effect, have both sole dominion and control over such Deposit Account (within the meaning of the common law) and "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Each Grantor shall have entered into such control agreement or agreements with respect to any Securities Accounts, Securities Entitlements or Deposit Accounts that exist on the Closing Date.

4.5 [intentionally omitted].

4.6 Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants that (i) all material letters of credit to which such Grantor has rights is listed on Schedule 4.6 hereto (as such schedule may be amended or supplemented from time to time) and (ii) it has obtained the consent of each issuer of any material letter of credit to the assignment of the proceeds of the letter of credit to Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any material letter of credit hereafter arising it shall obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to Collateral Agent and shall deliver to Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all applicable Supplements to Schedules thereto.

4.7 Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedule 4.7(H), each Grantor hereby represents and warrants that:

(i) Schedule 4.7 (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (A) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (B) all Patent Licenses, Trademark Licenses and Copyright Licenses material to the business of such Grantor;

(ii) it is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property on Schedule 4.7(A), (C) and (E) (as each may be amended or supplemented from time to time), and owns or has the valid right to use, or could obtain such rights upon terms that are not materially adverse, all other Intellectual Property used in or necessary to conduct its business, free and clear of all Liens, claims, encumbrances and licenses, except for Permitted Liens and the licenses set forth on Schedule 4.7(B), (D), (F) and (G) (as each may be amended or supplemented from time to time);

Pledge and Security Agreement

302124

TRADEMARK

REEL: 002597 FRAME: 0230

(iii) all Intellectual Property material to the business of such Grantor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and such Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain each and every registration and application of material Intellectual Property in full force and effect;

(iv) all Intellectual Property material to the business of such Grantor is valid and enforceable; no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, such Grantor's right to register, or such Grantor's rights to own or use, any Intellectual Property and no such action or proceeding is pending or, to such Grantor's knowledge, threatened, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect;

(v) all registrations and applications for Copyrights, Patents and Trademarks are standing in the name of the applicable Grantor, and none of the Trademarks, Patents, Copyrights or Trade Secret Collateral has been licensed by any Grantor to any affiliate or third party, except as disclosed in Schedule 4.7(B), (D), (E) or (G) (as each may be amended or supplemented from time to time);

(vi) to such Grantor's knowledge, the conduct of such Grantor's business does not infringe upon any trademark, patent, copyright, trade secret or similar intellectual property right owned or controlled by a third party; and, to such Grantor's knowledge, no claim has been made that the use of any Intellectual Property owned or used by Grantor (or any of its respective licensees) violates the asserted rights of any third party that could reasonably be expected to have a Material Adverse Effect;

(vii) to such Grantor's knowledge, no third party is infringing upon any Intellectual Property owned or used by such Grantor, or any of its respective licensees;

(viii) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by Grantor or to which Grantor is bound that adversely affect such Grantor's rights to own or use any Intellectual Property material to the business of such Grantor; and

(ix) such Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or agreement of any Intellectual Property that has not been terminated or released. There is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Intellectual Property, other than in favor of Collateral Agent and the Notes Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) it shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of Grantor may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect in any material respect the validity, grant, or enforceability of the security interest in favor of Collateral Agent granted therein;

(ii) it shall not, with respect to any Trademarks which are material to the business of any Grantor, cease the use of any of such Trademarks or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and each Grantor shall take all steps necessary to insure that licensees of such Trademarks use such

Pledge and Security Agreement

302124

TRADEMARK

REEL: 002597 FRAME: 0231

consistent standards of quality, in each case except where such failure could not reasonably be expected to result in a Material Adverse Effect;

(iii) it shall, within thirty (30) days of the creation or acquisition of any Copyrightable work which is material to the business of Grantor, apply to register the Copyright in the United States Copyright Office (except for such works with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration);

(iv) it shall promptly notify Collateral Agent if it knows or has reason to know that any item of the Intellectual Property that is material to the business of any Grantor may become (A) abandoned or dedicated to the public or placed in the public domain, (B) invalid or unenforceable, or (C) subject to any adverse determination or development (including the institution of proceedings) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, and state registry, any foreign counterpart of the foregoing, or any court;

(v) it shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by any Grantor and material to its business which is now or shall become included in the Intellectual Property (except for such works with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration) including, but not limited to, those items on Schedule 4.7(A), (C) and (E) (as each may be amended or supplemented from time to time), except where such failure to take such action could not reasonably be expected to result in a Material Adverse Effect;

(vi) in the event that any Intellectual Property material to the business of such Grantor owned by or exclusively licensed to such Grantor is infringed, misappropriated, or diluted by a third party, such Grantor shall promptly take all reasonable actions as it determines are appropriate in the exercise of its commercially reasonable judgment, to stop such infringement, misappropriation, or dilution and protect its exclusive rights in such Intellectual Property including, but not limited to, the initiation of a suit for injunctive relief and to recover damages, except where failure to take such action could not reasonably be expected to result in a Material Adverse Effect;

(vii) it shall promptly report to Collateral Agent (A) the filing of any application to register any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (B) the registration of any Intellectual Property by any such office, in each case by executing and delivering to Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all applicable Supplements to Schedules thereto;

(viii) it shall, promptly upon the reasonable request of Collateral Agent, execute and deliver to Collateral Agent any document required to acknowledge, confirm, register, record, or perfect Collateral Agent's interest in any part of the Intellectual Property, whether now owned or hereafter acquired;

(ix) except with the prior consent of Collateral Agent or as permitted under the Credit Agreement, (A) each Grantor shall not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of Collateral Agent and (B) each Grantor shall not sell, assign, transfer, license, grant any option, or create or suffer to exist any Lien upon or with respect to the Intellectual Property, except for the Lien created by and

Pledge and Security Agreement

302124

TRADEMARK

REEL: 002597 FRAME: 0232

under this Security Agreement, the other Credit Documents and the Senior Secured Note Documents;

(x) it shall hereafter use commercially reasonable efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property acquired under such contracts;

(xi) it shall take all steps reasonably necessary to protect the secrecy of all material Trade Secrets;

(xii) it shall use proper statutory notice in connection with its use of any of the Intellectual Property; and

(xiii) it shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Intellectual Property or any portion thereof. In connection with such collections, each Grantor may take (and, at Collateral Agent's reasonable direction, shall take) such action as such Grantor or Collateral Agent may deem reasonably necessary or advisable to enforce collection of such amounts. Notwithstanding the foregoing, Collateral Agent shall have the right at any time, to notify, or require any Grantor to notify, any obligors with respect to any such amounts of the existence of the security interest created hereby.

4.8 Commercial Tort Claims

(a) Representations and Warranties. Each Grantor hereby represents and warrants that Schedule 4.8 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of \$1,000,000 individually or \$2,500,000 in the aggregate.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim in excess of \$1,000,000 individually or \$2,500,000 in the aggregate hereafter arising it shall deliver to Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all applicable Supplements to Schedules thereto, identifying such new Commercial Tort Claims.

SECTION 5. ACCESS; RIGHT OF INSPECTION AND FURTHER ASSURANCES; ADDITIONAL GRANTORS.

5.1 Right of Inspection; Access.

(a) So long as such Person is subject to a nondisclosure or confidentiality agreement consistent with the terms of the Credit Agreement, Collateral Agent shall at all times, upon reasonable prior written notice (except while an Event of Default exists, at which point no notice shall be required), have full and free access during normal business hours to all the books, correspondence and records of each Grantor, and Collateral Agent and its representatives may examine the same, take extracts therefrom and make photocopies thereof, and each Grantor agrees to render to Collateral Agent, at such Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. Upon reasonable prior written notice (except while an Event of Default exists, at which point no notice shall be required), Collateral Agent and its representatives shall at all times also have the right to enter any premises of each Grantor and inspect any property of each Grantor where any of the Collateral of such Grantor granted pursuant to this Agreement is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein.

(b) Notwithstanding Section 5.1(a), while no Event of Default exists, no Grantor will be required to disclose, permit the inspection, examination or making of extracts, or discussion of, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to Collateral Agent (or its designated representative) is then prohibited by Law or any agreement binding on such Grantor or any of its Subsidiaries (iii) is subject to attorney-client or similar privilege or constitutes attorney work product.

5.2 Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

(i) file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or desirable, or as Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and the foreign counterparts on any of the foregoing;

(iii) at any reasonable time, upon request by Collateral Agent, assemble the Collateral and allow inspection of the Collateral by Collateral Agent, or persons designated by Collateral Agent; and

(iv) at Collateral Agent's request, appear in and defend any action or proceeding that may affect such Grantor's title to or Collateral Agent's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired." Each Grantor shall furnish to Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Collateral Agent may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.7 (as such schedule may be amended or supplemented from time to time) to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

5.3 Additional Grantors. From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a Counterpart Agreement (as defined in the Credit Agreement). Upon delivery of any such Counterpart Agreement to Collateral Agent, notice of which is hereby waived by Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Collateral Agent not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

6.1 Power of Attorney. To the extent permitted by applicable law, each Grantor hereby irrevocably appoints Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, Collateral Agent or otherwise, from time to time in Collateral Agent's discretion to take any action and to execute any instrument that Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement (subject to the Intercreditor Agreement to the extent then in effect), including, without limitation, the following (which if so specified, Collateral Agent shall be entitled to exercise only during the existence of an Event of Default):

(a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by such Grantor or paid to Collateral Agent pursuant to the Credit Agreement;

(b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Collateral Agent with respect to any of the Collateral;

(e) to prepare and file any UCC financing statements against such Grantor as debtor;

(f) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor;

(g) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Collateral Agent in its sole discretion, any such payments made by Collateral Agent to become obligations of such Grantor to Collateral Agent, due and payable immediately without demand; and

(h) (i) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the

Pledge and Security Agreement

302124

TRADEMARK

REEL: 002597 FRAME: 0235

Collateral as fully and completely as though Collateral Agent were the absolute owner thereof for all purposes, and (ii) to do, at Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things that Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

6.2 No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon Collateral Agent or any Secured Party to exercise any such powers. Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7. REMEDIES.

7.1 Generally.

(a) If any Event of Default shall have occurred and be continuing, Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also, to the extent permitted by applicable law, may pursue any of the following separately, successively or simultaneously:

(i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of Collateral Agent forthwith, assemble all or part of the Collateral as directed by Collateral Agent and make it available to Collateral Agent at a place to be designated by Collateral Agent that is reasonably convenient to both parties;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Collateral Agent deems appropriate; and

(iv) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Collateral Agent may deem commercially reasonable.

(b) Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Collateral Agent at such sale. Each 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 applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such

Pledge and Security Agreement

302124

TRADEMARK

REEL: 002597 FRAME: 0236

Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the reasonable fees of any attorneys employed by Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to Collateral Agent, that Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of Collateral Agent hereunder.

(c) Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. Collateral Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely effect the commercial reasonableness of any sale of the Collateral.

(d) If Collateral Agent sells any of the Collateral on credit, the Secured Obligations will be credited only with payments actually made by the purchaser and received by Collateral Agent and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral.

(e) Collateral Agent shall have no obligation to marshal any of the Collateral.

7.2 Application of Proceeds. Except as expressly provided elsewhere in this Agreement, to the extent permitted by applicable law, all proceeds received by Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by Collateral Agent against, the Secured Obligations (subject to the terms of the Intercreditor Agreement, to the extent then in effect), in the following order of priority: first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to Collateral Agent and its agents and counsel, and all other expenses, liabilities and advances made or incurred by Collateral Agent in connection therewith, and all amounts for which Collateral Agent is entitled to indemnification hereunder (in its capacity as Collateral Agent and not as a Lender) and all advances made by Collateral Agent hereunder for the account of the applicable Grantor, and to the payment of all costs and expenses paid or incurred by Collateral Agent in connection with the exercise of any right or remedy hereunder or under the Credit Agreement, all in accordance with the terms hereof or thereof; second, to the extent of any excess of such proceeds, to the payment of all other Secured Obligations for the ratable benefit of the Lenders and the Lender Counterparties; and third, to the extent of any excess of such proceeds, to the payment to or upon the order of such Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

7.3 Sales on Credit. If Collateral Agent sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by purchaser and received by Collateral Agent and applied to indebtedness of the Purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantor shall be credited with proceeds of the sale.

Pledge and Security Agreement

302124

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REEL: 002597 FRAME: 0237

7.4 Deposit Accounts.

If any Event of Default shall have occurred and be continuing, Collateral Agent may apply, to the extent permitted by applicable law, the balance from any Deposit Account or instruct the bank at which any Deposit Account is maintained to pay the balance of any Deposit Account to or for the benefit of Collateral Agent.

7.5 Investment Related Property.

Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If Collateral Agent determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Stock to be sold hereunder, each partnership and each limited liability company interests in which have been pledged hereunder from time to time to furnish to Collateral Agent all such information as Collateral Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.6 Intellectual Property.

(a) Anything contained herein to the contrary notwithstanding, to the extent permitted by applicable law, upon the occurrence and during the continuation of an Event of Default and subject to the Intercreditor Agreement to the extent then in effect:

(i) Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, Collateral Agent or otherwise, in Collateral Agent's sole discretion, to enforce any Intellectual Property, in which event such Grantor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents reasonably required by Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify Collateral Agent as provided in Section 10 hereof in connection with the exercise of its rights under this Section, and, to the extent that Collateral Agent shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement;

(ii) upon written demand from Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to Collateral Agent an absolute assignment of all of such Grantor's right, title and interest in and to the Intellectual Property and shall execute and deliver to Collateral Agent such documents as are reasonably necessary or appropriate to carry out the intent and purposes of this Agreement;

Pledge and Security Agreement

302124

TRADEMARK

REEL: 002597 FRAME: 0238

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Collateral Agent (or any Secured Party) receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property;

(iv) within five (5) Business Days after written notice from Collateral Agent, each Grantor shall make available to Collateral Agent, to the extent within such Grantor's power and authority, such personnel then in such Grantor's employ as Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks, Trademark Licenses, such persons to be available to perform their prior functions on Collateral Agent's behalf and to be compensated by Collateral Agent at such Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default; and

(v) Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Intellectual Property, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done;

- (1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7 hereof; and
- (2) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to Collateral Agent of any rights, title and interests in and to the Intellectual Property shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to Collateral Agent as aforesaid, subject to any disposition thereof that may have been made by Collateral Agent; provided, after giving effect to such reassignment, Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of Collateral Agent granted hereunder, shall continue to be in full force and effect.

(c) Solely for the purpose of enabling Collateral Agent to exercise rights and remedies under this Section 7 and at such time as Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to Collateral Agent, to the extent it has the right to do so, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7 Cash Proceeds. In addition to the rights of Collateral Agent specified in Section 4.3 with respect to payments of Receivables, all proceeds of any Collateral Agent received by Collateral Agent hereunder (whether from a Grantor or otherwise) consisting of cash, checks and other near-cash items (collectively, "Cash Proceeds"): (i) if no Event of Default shall have occurred and be continuing, shall be held by Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) (subject to the terms of the Intercreditor Agreement to the extent then in effect) and (ii) if an Event of Default shall have occurred and be continuing, may, in the sole discretion of Collateral Agent, (A) be held by Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and/or (B) then or at any time thereafter may be applied by Collateral Agent against the Secured Obligations then due and owing (in each case subject to the terms of the Intercreditor Agreement to the extent then in effect).

SECTION 8. COLLATERAL AGENT.

Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement, the Credit Agreement and the Intercreditor Agreement, to the extent then in effect; provided, Collateral Agent shall, after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by Collateral Agent for the benefit of Lenders and Lender Counterparties in accordance with the terms of this Section and the Intercreditor Agreement, to the extent then in effect. Collateral Agent may resign at any time by giving thirty (30) days' prior written notice thereof to Lenders and the Grantors, and Collateral Agent may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Grantors and Collateral Agent signed by the Requisite Lenders. Upon any such notice of resignation or any such removal, Requisite Lenders shall have the right, upon five (5) Business Days' notice to Collateral Agent, following receipt of Company's consent (which shall not be unreasonable withheld or delayed and which shall not be required while an Event of Default exists), to appoint a successor Collateral Agent. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums, Securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such successor Collateral Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Collateral Agent hereunder.

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of Collateral Agent

Pledge and Security Agreement

302124

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REEL: 002597 FRAME: 0240

hereunder, to the benefit of Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Tranche B Term Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations, the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination. Unless an Event of Default shall have occurred and be continuing, upon request by the Company to the Collateral Agent in writing, the Collateral Agent shall release its security interest on any Collateral sold or disposed of, as permitted under the Credit Agreement in accordance with Section 9.8(a)(i) of the Credit Agreement.

SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.

The powers conferred on Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Collateral Agent accords its own property. Neither Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

SECTION 11. MISCELLANEOUS.


Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder. This Agreement and the other Credit Documents embody the entire agreement and understanding between Grantors and Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor and Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SANMINA-SCI CORPORATION,
a Delaware corporation

By: 

Name: Rick R. Ackel
Title: Executive Vice President and Chief
Financial Officer

By: 

Name: Walter Boileau
Title: Treasurer

COMPATIBLE MEMORY, INC.
ESSEX ACQUISITION SUBSIDIARY, INC.
HADCO CORPORATION
HADCO SANTA CLARA, INC.
INTERAGENCY, INC.
INTERWORKS COMPUTER PRODUCTS
MANU-TRONICS, INC.
MOOSE ACQUISITION SUBSIDIARY, INC.
SANMINA CANADA HOLDINGS, INC.
SANMINA ENCLOSURE SYSTEMS USA INC.
SANMINA-SCI SYSTEMS (ALABAMA) INC.
SANMINA-SCI SYSTEMS ENCLOSURES, LLC
SCI ENCLOSURES (DENTON), INC.
SCI HOLDINGS, INC.
SCI SYSTEMS, INC.
SCI TECHNOLOGY, INC.
SCIMEX, INC.
VIKING COMPONENTS INCORPORATED

All By: _____

Name: Rick R. Ackel

Title: Chief Financial Officer

SCI PLANT NO. 2, L.L.C.
SCI PLANT NO. 3, L.L.C.
SCI PLANT NO. 4, L.L.C.
SCI PLANT NO. 5, L.L.C.
SCI PLANT NO. 27, L.L.C.
SCI PLANT NO. 30, L.L.C.

All by:

SANMINA-SCI SYSTEMS (ALABAMA) INC.,
their Sole Member

By:


Name: Rick R. Ackel
Title: Chief Financial Officer

SCI PLANT NO. 12, L.L.C.
SCI PLANT NO. 22, L.L.C.

All by:

SCI TECHNOLOGY, INC.,
their Sole Member

By:



Name: Rick R. Ackel
Title: Chief Financial Officer

**SANMINA GENERAL, L.L.C.
SANMINA LIMITED, L.L.C.
SANMINA-SCI, LLC**

All by:

**SANMINA-SCI CORPORATION,
their Sole Member**

By:


Name: Rick R. Ackel
Title: Executive Vice President and Chief
Financial Officer

Pledge and Security Agreement


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REEL: 002597 FRAME: 0247

SANMINA TEXAS, L.P.

By: SANMINA GENERAL, L.L.C.,
its General Partner

By: SANMINA-SCI CORPORATION,
its Sole Member

By: 
Name: Rick R. Ackel
Title: Executive Vice President and Chief
Financial Officer

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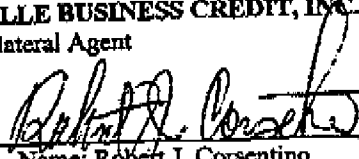
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COLLATERAL AGENT:

LASALLE BUSINESS CREDIT, INC.
as Collateral Agent

By:



Name: Robert J. Corsentino

Title: Group Senior Vice President

Pledge and Security Agreement

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SCHEDULE 4.1
TO PLEDGE AND SECURITY AGREEMENT

GENERAL INFORMATION

(A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business and Organizational Identification Number of each Grantor:

Full Legal Name	Organization Type	Jurisdiction of Formation	Address of Chief Executive Office	Organizational ID
Sanmina-SCI Corporation	Corporation	Delaware	2700 N. First Street, San Jose, CA 95134	2195845
Sanmina Texas, L.P.	Limited Partnership	Texas	1201 W. Crosby Road, Carrollton, TX 75006	12976910
Manu-tronics, Inc.	Corporation	Wisconsin	8701 100 th Street, Kenosha, WI 53142	1M15153
Hadco Corporation	Corporation	Massachusetts	12A Manor Parkway, Salem, NH 03079	042393279
Hadco Santa Clara, Inc.	Corporation	Delaware	445 El Camino Real, Santa Clara, CA 95050	2476974
Sanmina Enclosure Systems USA Inc.	Corporation	North Carolina	3600 Glenwood Avenue, Raleigh, NC 27612	0372650
SCI Technology, Inc.	Corporation	Alabama	2101 W. Clinton Ave., Huntsville, AL 35805	D/C 097-872
Interworks Computer Products	Corporation	California	80 Empire Drive, Lake Forest, CA 92630	C1950444
Sanmina General, L.L.C.	Limited Liability Company	Delaware	2700 N. First Street, San Jose, CA 95134	3152384
Sanmina Limited, L.L.C.	Limited Liability Company	Delaware	2700 N. First Street, San Jose, CA 95134	3153372
Viking Components Incorporated	Corporation	California	30200 Avenida De Las Banderas, Rancho Santa Margarita, CA 92688	C1658310
Compatible Memory, Inc.	Corporation	California	30200 Avenida De Las Banderas, Rancho Santa Margarita, CA 92688	C2030458
SCI Systems, Inc.	Corporation	Delaware	2101 W. Clinton Ave., Huntsville, AL 35805	0568101
Sanmina-SCI Systems (Alabama) Inc.	Corporation	Alabama	2101 W. Clinton Ave., Huntsville, AL 35805	D/C 121-246
SCI Holdings, Inc.	Corporation	Delaware	2101 W. Clinton Ave., Huntsville, AL 35805	2039787
Interagency, Inc.	Corporation	Delaware	2101 W. Clinton Ave., Huntsville, AL 35805	0792807
SCI Plant No. 12, L.L.C.	Limited Liability Company	Colorado	702 Bandley Drive, Fountain, CO 80817	20001066638
SCI Plant No. 22, L.L.C.	Limited Liability Company	Colorado	702 Bandley Drive, Fountain, CO 80817	20001066639

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Full Legal Name	Organization Type	Jurisdiction	Address of Chief Executive Office	Organizational ID
Sanmina-SCI Systems Enclosures, LLC	Limited Liability Company	Delaware	100 Continental Drive, Richmond, KY 40475	3120962
SCI Enclosures (Denton), Inc.	Corporation	Texas	2200 Worthington Ave., Denton, TX 76207	163098900
Scimex, Inc.	Corporation	Alabama	2101 W. Clinton Ave., Huntsville, AL 35805	D/C 116-290
Moose Acquisition Subsidiary, Inc.	Corporation	Delaware	2700 N. First Street, San Jose, CA 95134	3235775
Essex Acquisition Subsidiary, Inc.	Corporation	Delaware	2700 N. First Street, San Jose, CA 95134	3236137
Sanmina Canada Holdings, Inc.	Corporation	Delaware	2700 N. First Street, San Jose, CA 95134	2961155
SCI Plant No. 2, L.L.C.	Limited Liability Company	Alabama	2101 W. Clinton Ave., Huntsville, AL 35805	DLL 665-651
SCI Plant No. 3, L.L.C.	Limited Liability Company	Alabama	2101 W. Clinton Ave., Huntsville, AL 35805	DLL 665-650
SCI Plant No. 4, L.L.C.	Limited Liability Company	Alabama	2101 W. Clinton Ave., Huntsville, AL 35805	DLL 665-649
SCI Plant No. 5, L.L.C.	Limited Liability Company	Alabama	2101 W. Clinton Ave., Huntsville, AL 35805	DLL 665-648
SCI Plant No. 27, L.L.C.	Limited Liability Company	Alabama	2101 W. Clinton Ave., Huntsville, AL 35805	DLL 665-647
SCI Plant No. 30, L.L.C.	Limited Liability Company	Alabama	2101 W. Clinton Ave., Huntsville, AL 35805	DLL 665-646
Sanmina-SCI, LLC	Limited Liability Company	Delaware	2700 N. First Street, San Jose, CA 95134	3470636

(B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

Name of Grantor	Trade Name or Fictitious Business Name
Sanmina-SCI Corporation	None
Sanmina Texas, L.P.	None
Manu-tronics, Inc.	None
Hadco Corporation	Hadco Printed Circuits, Inc.
Hadco Santa Clara, Inc.	None
Sanmina Enclosure Systems USA Inc.	None
SCI Technology, Inc.	None
Interworks Computer Products	None
Sanmina General, L.L.C.	None
Sanmina Limited, L.L.C.	None
Viking Components Incorporated	None

SCHEDULE 4.1-2

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Name of Grantor	Trade Name or Fictitious Business Name
Compatible Memory, Inc.	None
SCI Systems, Inc.	None
Sanmina-SCI Systems (Alabama) Inc.	None
SCI Holdings, Inc.	None
Interagency, Inc.	None
SCI Plant No. 12, L.L.C.	SCI Technology, Inc.
SCI Plant No. 22, L.L.C.	SCI Technology, Inc.
Sanmina-SCI Systems Enclosures, LLC	CMS Hartzell, Inc.; CMS Holding Co.; Continental Metal Specialty, Inc.; Global Tool Engineering, Inc.; Ra-Tek Precision Sheet Metal, Inc.; Hartzell Manufacturing, Inc.; SCI Tag, LLC; SCI Enclosures, LLC
SCI Enclosures (Denton), Inc.	None
Scimex, Inc.	None
Moose Acquisition Subsidiary, Inc.	None
Essex Acquisition Subsidiary, Inc.	None
Sanmina Canada Holdings, Inc.	None
SCI Plant No. 2, L.L.C.	SCI Technology, Inc.
SCI Plant No. 3, L.L.C.	SCI Technology, Inc.
SCI Plant No. 4, L.L.C.	SCI Technology, Inc.
SCI Plant No. 5, L.L.C.	SCI Technology, Inc.
SCI Plant No. 27, L.L.C.	SCI Technology, Inc.
SCI Plant No. 30, L.L.C.	SCI Technology, Inc.
Sanmina-SCI, LLC	None

(C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business and Corporate Structure within past five (5) years:

Name of Grantor	Date of Change	Description of Change
Sanmina-SCI Corporation	12/7/01	name change from "Sanmina Corporation" prior address: 355 East Trimble Road, San Jose, CA 95131
Sanmina Texas, L.P.	12/31/99	conversion from "Sanmina Cable Systems, Inc."
Manu-tronics, Inc.	None	None
Hadco Corporation	None	None
Hadco Santa Clara, Inc.	7/10/97	name change from "Zycon Corporation"
Sanmina Enclosure Systems USA Inc.	4/7/00	name change from "Devtek Electronic Enclosures (USA) Inc."
SCI Technology, Inc.	6/28/98 1/31/00 6/29/01 6/30/01	merged with SCI Systems Colorado, Inc. merged with AWI, Colorado Manufacturing Technology merged with EOG, Inc. merged with SCI/EOG Holdings, Inc.
Interworks Computer Products	6/23/00	merged with Sanm IWSubsidiary, Inc.
Sanmina General, L.L.C.		Prior Address: 355 E. Trimble Road, San Jose, CA 95131
Sanmina Limited, L.L.C.		Prior Address: 355 E. Trimble Road, San Jose, CA 95131
Viking Components Incorporated	None	None
Compatible Memory, Inc.	None	None
SCI Systems, Inc.	None	None
Sanmina-SCI Systems (Alabama)	None	None

SCHEDULE 4.1-3

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TRADEMARK

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Name of Grantor	Date of Change	Description of Change
Inc.		
SCI Holdings, Inc.	11/9/87	merged with SCI U.K. Trading, Inc.
Interagency, Inc.	None	None
SCI Plant No. 12, L.L.C.		Prior Address: 5525 Astrozon Blvd., Colorado Springs, CO 80196
SCI Plant No. 22, L.L.C.	None	None
Sanmina-SCI Systems Enclosures, LLC	6/29/01 5/18/02	merged with Continental Metal Specialty, Inc., CMS Holding Company, CMS Hartzell Incorporated, Hartzell Manufacturing, Inc. and Global Tool & Engineering, Inc name change from "SCI/TAG, LLC"
SCI Enclosures (Denton), Inc.	6/29/01	merged with Hartzell Manufacturing Incorporated
Scimex, Inc.	None	None
Moose Acquisition Subsidiary, Inc.		Prior address: 355 East Trimble Road, San Jose, CA 95131
Essex Acquisition Subsidiary, Inc.		Prior address: 355 East Trimble Road, San Jose, CA 95131
Sanmina Canada Holdings, Inc.		Prior address: 355 East Trimble Road, San Jose, CA 95131
SCI Plant No. 2, L.L.C.	None	None
SCI Plant No. 3, L.L.C.	None	None
SCI Plant No. 4, L.L.C.	None	None
SCI Plant No. 5, L.L.C.	None	None
SCI Plant No. 27, L.L.C.	None	None
SCI Plant No. 30, L.L.C.	None	None
Sanmina-SCI, LLC	None	None

(D) Agreements pursuant to which any Grantor is found as debtor within past five (5) years:

Name of Grantor	Description of Agreement
None.	

(E) Financing Statements:

Name of Grantor	Filing Jurisdiction
Sanmina-SCI Corporation	Delaware
Sanmina Texas, L.P.	Texas
Manu-tronics, Inc.	Wisconsin
Hadco Corporation	Massachusetts
Hadco Santa Clara, Inc.	Delaware
Sanmina Enclosure Systems USA Inc.	North Carolina
SCI Technology, Inc.	Alabama
Interworks Computer Products	California
Sanmina General, L.L.C.	Delaware
Sanmina Limited, L.L.C.	Delaware
Viking Components Incorporated	California
Compatible Memory, Inc.	California
SCI Systems, Inc.	Delaware

SCHEDULE 4.1-4

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Name of Grantor	Filing Jurisdiction
Sanmina-SCI Systems (Alabama) Inc.	Alabama
SCI Holdings, Inc.	Delaware
Interagency, Inc.	Delaware
SCI Plant No. 12, L.L.C.	Colorado
SCI Plant No. 22, L.L.C.	Colorado
Sanmina-SCI Systems Enclosures, LLC	Delaware
SCI Enclosures (Denton), Inc.	Texas
Scimex, Inc.	Alabama
Moose Acquisition Subsidiary, Inc.	Delaware
Essex Acquisition Subsidiary, Inc.	Delaware
Sanmina Canada Holdings, Inc.	Delaware
SCI Plant No. 2, L.L.C.	Alabama
SCI Plant No. 3, L.L.C.	Alabama
SCI Plant No. 4, L.L.C.	Alabama
SCI Plant No. 5, L.L.C.	Alabama
SCI Plant No. 27, L.L.C.	Alabama
SCI Plant No. 30, L.L.C.	Alabama
Sanmina-SCI, LLC	Delaware

(F) Foreign Approvals:

1. Filings under the PPSA with respect to pledges of entities organized in Canada.
2. Registration with the court with respect to pledges of entities organized in the Czech Republic.
3. Filings in connection with the payment of stamp duties.
4. Slavenburg registration in connection with pledges of entities organized in the United Kingdom.
5. Notarization with respect to pledges of entities organized in Brazil, Spain and Germany.
6. Registration with Registrar of Pledges with respect to entities organized in Israel.

SCHEDULE 4.1-5

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SCHEDULE 4.2
TO PLEDGE AND SECURITY AGREEMENT

Address
1600 Hulaco Road, Arab, AL 35016
1801 Gunter Ave., Guntersville, AL 35976 (Warehouse)
2300 Highway 79 South, Guntersville, AL 35976
8305 Al Hwy 79 South, Guntersville, AL 35976 (Warehouse)
13000 S. Memorial Parkway, Huntsville, AL 35803
2101-2117 West Clinton Ave., Huntsville, AL 35805
300 Diamond Drive, Huntsville, AL 35806
400 Diamond Drive, Huntsville, AL 35806
8600 S. Memorial Parkway, Huntsville, AL 35803
1000 Fields Road, Lacey's Spring, AL 35754
3502 E. Atlanta Ave., Bldg. F, Phoenix, AZ
3502 E. Roeser Ave. Bldg A, Phoenix, AZ
3509 E. Atlanta Ave., Bldg D, Phoenix, AZ
3510 E. Atlanta Ave, Bldg B, Phoenix, AZ
3530 E. Atlanta Ave, Bldg C, Phoenix, AZ
4830 S. 36th St. Bldg E, Phoenix, AZ
5020 S. 36th St. Bldg G, Phoenix, AZ
2945-2955 Airway Avenue, Costa Mesa, CA
2950 Red Hill Avenue, Costa Mesa, CA 92626
10535 Lawson River Ave., Fountain Valley, CA 92708
10550 Lawson River Ave., Fountain Valley, CA 92708
4220 Business Center Drive, Fremont, CA 94538
42701 Christy St., Fremont, CA 94538
42735 Christy Street, Fremont, CA 94538
17421 Daimler Street, Irvine, CA
18522 Von Karman Ave., Irvine, CA 92612
80 Empire Drive, Lake Forest, CA 92630
140 San Pedro Ave., Morgan Hill, CA 95037
140 San Pedro Ave., Morgan Hill, CA 95037
170 San Pedro Ave., Morgan Hill, CA 95037
195 Mast Street, Morgan Hill, CA 95037
1625 Plymouth St., Mt View, CA 94043
30200 Avenida de las Banderas, Rancho Santa Margarita, CA 92688
1015 Timothy Drive, San Jose, CA 95133-1050
1867 Senter Road, San Jose, CA 95112
2000 Ringwood Ave., San Jose, CA 95131
2022 Bering Drive, San Jose, CA 95131
2024 Bering Drive, San Jose, CA 95131
2026 Bering Drive, San Jose, CA 95131
2028 Bering Drive, San Jose, CA 95131
2030 Bering Drive, San Jose, CA 95131
2036-2038 Bering Drive, San Jose, CA 95131
2042 Bering Drive, San Jose, CA 95131
2046-2068 Bering Drive, San Jose, CA 95131
2101 O' Toole Avenue, San Jose, CA 95131
2109 O'Toole Avenue Suites A & B, San Jose, CA 95131
2121 O' Toole Avenue, San Jose, CA 95131
2581 Junction Avenue, San Jose
355 East Trimble Road, San Jose, CA 95131

SCHEDULE 4.2-1

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TRADEMARK

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455 East Trimble Road, San Jose, CA 95131
650 Brennan Street, San Jose, CA 95131
Campus Bldg #1 (30 E. Plumeria Drive, San Jose, CA 95134)
Campus Bldg #2 (60 E. Plumeria Drive, San Jose, CA 95134)
Campus Bldg #2 (60 E. Plumeria Drive, San Jose, CA 95134)
Campus Bldg #3 (2701 Zanker Rd., San Jose, CA 95134)
Campus Bldg #4 (2700 N. First St., San Jose, CA 95134)
2107 N First Str, San Jose, CA 95131
1185 Campbell Ave, Santa Clara, CA
1185 Campbell Ave, Santa Clara, CA
1270 Campbell Ave, Santa Clara, CA - Bldg D
2305 Mission College Blvd, SC, CA 95054
425 El Camino Real, Santa Clara, CA
435 El Camino Real, Santa Clara, CA Bldg B
445 El Camino Real, Santa Clara, CA - Bldg C
310 Anna St, Watsonville, CA
62 Hangar Way, Watsonville CA
70 Hangar Way, Watsonville, CA
78 Hangar Way, Watsonville, CA
86 Hangar Way, Watsonville, CA
5525 Astrozon Blvd, Colorado Springs, CO 80916
702 Bandle Drive, Fountain, CO 80817
Greenwood Village, CO
120 Ninth Ave., Longmont, Colorado 80501
2004 W 15th St, Unit 1, Loveland, CO
1101 Perimeter Drive, Schaumburg, IL
110 Continental Drive, Richmond, KY 40475
125 Elkins Street, Stanton, KY 40380
207 Continental Drive, West Liberty, KY
500 Civic Center Drive, Augusta, ME 04330
866 Spring Street, Westbrook, ME 04092
80-B Eisenhower Drive, Westbrook, ME 04092
2 Eisenhower Drive, Westbrook, ME 04092
10947 Golden West Drive, Hunt Valley, Maryland 21031-1314
34 Rogers Rd, Ward Hill, MA
40 Rogers Rd, Ward Hill, MA
46 Rogers Rd, Ward Hill, MA
1 Jewel Drive, Wilmington, MA 01887
8 Presidential Way, Woburn, MA 01801
Southgate Office Plaza, Suite 669, Bloomington, MN
3350 Granada Avenue North, Oakdale, MN
2516 Wabash Ave., St. Paul, MN
2-4 Hampshire Dr, Derry, NH
2 Treasue Lane, Derry, NH
7 Manchester Rd, Derry, NH
300 Technology Drive, Hooksett, NH 03106
21 Flagstone Dr, Hudson, NH
140 Abby Road, Manchester, NH 03103
41 Simon Street, Nashua, NH 03060
8C Industrial Drive, Salem, NH
8C Industrial Way, Salem, NH
12A Manor Parkway, Salem, NH

SCHEDULE 4.2-2

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TRADEMARK

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Address
12B Manor Parkway, Salem, NH
10 Manor Pkwy, Salem, NH
1200 Taylor Rd, Owego, NY
60 S. Depot St., Owego, NY - Warehouse
50 Charles Lindbergh Blvd., Uniondate, NY
510 Commerce St., Clinton, NC 28328
604 Warsaw Road, Clinton, NC 28328
1717 Lawson St., Durham, NC
609 Woody Drive, Graham, NC 35016
9400 Globe Center Drive, Morrisville, NC 27560
Raleigh Manufacturing - 4104 S Miami Blvd., Raleigh, NC
Raleigh Distribution - 4121 Surles Court, Raleigh, NC
8220 Creedmoor Road, Ste 201, Raleigh, North Carolina 27613
254 Synder Ave, Beaver Springs, PA
Route 15, Lewisburg, PA
4000 Vine St., Middletown, PA
222 Disk Drive, Rapid City, SD 57701
15508 Bratton Ln, Austin TX
15508 Bratton Lane, Austin, TX 78728
15508 Bratton Ln, Austin TX
1201 W. Crosby Road, Carrollton, TX 75006
2200 Worthington Drive, Denton, TX 76207
3528 HWY 57 N., Unit B, Eagle Pass, TX 78852
15 Leigh Fisher, El Paso, Texas (Warehouse)
Garland, Dallas County, TX
900 Klein Road, Plano, TX 75074
900 Klein Road, Plano, TX 75074
1250 American Parkway, Richardson, TX 75081
1250 American Parkway, Richardson, TX 75081
1225 N. Alma, Bldg 402-402A, Richardson, TX 75081
5727 Fairnon Drive, San Antonio, TX
10501 Fischer Road, Van Ormy, Texas 78073
560 Arapeen Drive, Salt Lake City, Utah 84108
281 Industrial Drive, Gretna, VA 24557
1 Mountain View Road, Lynchburg, VA 24505
1315 Officer's Row, Vancouver, WA
8701 100th St. Kenosha, Wisconsin 53142
300 Industrial Ave., Turtle Lake, WI 54889
Warehousemen and Bailees:
CTS 2701 Ringwood Avenue, San Jose, CA
All Van 1096 Pecten Court, Milpitas, CA

SCHEDULE 4.2-3

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SCHEDULE 4.4
TO PLEDGE AND SECURITY AGREEMENT

INVESTMENT RELATED PROPERTY

(A) Pledged Stock:

* Information to be provided by pledge supplement within the period and to the extent the pledge will be required by Section 4.1(c).

** To be pledged only to the extent required by Section 4.1(c).

*** To the extent shares are delivered, which in aggregate represent over 65% of the total outstanding stock, the pledge and all rights and enforcement is limited to 65% of the total outstanding capital stock pursuant to Section 2.2.

Grantor	Stock Issuer	Class of Stock	Certificate (Y/N)	Stock Certificate No. (if certificated)	Par Value	No. of Shares Pledged	% of Outstanding Stock of the Stock Issuer
Sanmina-SCI Corporation (fka: Sanmina Corporation)	Manu-tronics, Inc.	Common	Y	2	None	1,000	100
	Hadco Corporation	Common	Y	2	\$0.01	1,000	100
	Sanmina Enclosure Systems USA Inc.	Common	Y	2	None	1,000	100
	Interworks Computer Products	Common	Y	2	None	1,000	100
	Viking Components Incorporated	Common	Y	2	None	170,000,000	100
	SCI Systems, Inc.	Common	Y	2	\$0.001	1,000	100
	Moose Acquisition Subsidiary, Inc.	Common	Y	2	\$0.001	1,000	100
	Essex Acquisition Subsidiary, Inc.	Class A Common	Y	2	\$0.001	2,005,231	100
	Sanmina Canada Holdings, Inc.	Common	Y	2	\$0.001	1,000,000	100
	Sanmina International AG	Common	Y	04	1,000 CHF	161,944	65
	Sanmina Foreign Sales Corporation*	Common	Y	*	*	*	65

SCHEDULE 4.4-1

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TRADEMARK

REEL: 002597 FRAME: 0258

Grantor	Stock Issuer	Class of Stock	Certificate (Y/N)	Stock Certificate No. (if certificated)	Par Value	No. of Shares Pledged	% of Outstanding Stock of the Stock Issuer
	Sanmina (B.V.L) Limited	Common	Y	*	1.00	12,915,500	65
	Sanmina de Mexico, S.A. de C.V.	Common	Y	*	*	32,500	65
	RSP de Mexico, S.A. de C.V.	Common	Y	*	*	65	65
	Sanmina S.A.S.	Common	N	N/A	N/A	770,660	65
	Sanmina B.V.	Common	N	N/A	N/A	260	65
Hadco Corporation	Hadco Santa Clara, Inc.	Common	Y	2	\$0.01	1,000	100
	CCIR International Foreign Sales Corporation*	Common	*	*	*	*	65
	Hadco Ireland Limited	Common	Y	*	*	65	65
	Hadco Scotland Limited**	Ordinary	N	N/A	N/A	65	65
	Hadco Foreign Sales Corporation*	Common	Y	*	*	*	65
SCI Technology, Inc.	SCI Funding, Inc.	Common	Y	1	\$1.00	1,000	100
	SCI Manufacturing (Singapore) Pte Ltd	Class A Ordinary	Y	30 31	None	18,150 9,350	65
Viking Components Incorporated	Compatible Memory, Inc.	Common	Y	2	None	2,000	100
SCI Systems, Inc.	Sanmina-SCI Systems (Alabama) Inc.	Common	Y	3 & 4	None	21,005,000	100
	SCI Holdings, Inc.	Common	Y	2	\$0.10	6,000	100
	Scimex, Inc.	Common	Y	1	\$0.10	1,000	100
	SCI Systems (Canada) Inc.***	Class A Class B	Y	C-6, C-7, A-7, A-8	None	16,250 Common 16,250 Class A	65
	SCI Foreign	Common	Y	*	*	65	65

SCHEDULE 4.4-2

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TRADEMARK

REEL: 002597 FRAME: 0259

Grantor	Stock Issued	Class of Stock	Government (Y/N)	Stock Certificate No. (if certificated)	Par Value	No. of Shares Pledged	% of Outstanding Stock of the Stock Issuer
	Sales, Inc.**						
	SCI Irish Holdings	Common	Y	*	*	1,031,254	65
	SCI Alpha Ltd. ¹	Common	*	*	*	6	60%
	SCI Systems (Thailand) Ltd.	Common	Y	360501 to 1030000	*	669,500	65
	SCI Holding France S.A.S.	Common	N	N/A	N/A	193,479	65
Sanmina-SCI Systems (Alabama) Inc. (fka: SCI Systems (Alabama) Inc.)	Interagency, Inc.	Common	Y	2	\$1.00	500	100
	SCI Technology, Inc.	Common	Y	2	\$0.10	1,000	100
SCI Holdings, Inc.	SCI Brockville Corp.***	Class A	Y	1	None	845	65
	SCI Manufacturing (Malaysia) Sdn Bhd***	Ordinary	Y	5,6,7	None	16,146,000	65
	SCI Systems Sweden AB***	Common	Y	1,001-11,000 11,001-21,000 21,001-31,000 31,001-41,000 41,001-51,000 51,001-61,000 61,001-71,000	None	65,630	65
	Sanmina-SCI EMS Haukipudas Oy (fka: SCI Systems Finland Oy)	Common	N	N/A	N/A	6,500	65
	SCI Technologies Japan, Ltd.	Common	Y	B0002	None	520	65

¹ In Order to comply with Irish laws which prohibits fractional shares additional shares to be issued to facilitate a pledge of 60%

SCHEDULE 4.4-3

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TRADEMARK

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Grantor	Stock Issuer	Class of Stock	Certificate (Y/N)	Stock Certificate No. (if certificated)	Par Value	Number of Shares Pledged	Outstanding Stock of the Stock Issuer
	Sanmina-SCI UK Limited	Ordinary	Y	3	None	65	65
	Sanmina-SCI Australia Holdings Pty. Ltd.**	Common	Y	*	N/A	9,088,366	65
	SCI Holding France S.A.S.	Ordinary	N	N/A	N/A	193,475	65
	Sanmina-SCI Systems Israel EMS Ltd.	Common	N	N/A	N/A	6,500	65
	Sanmina-SCI Systems Israel Ltd.	Common	N	N/A	N/A	6,500	65
	SCI Systems Japan Inc.	Common	N	N/A	N/A	39	65
	SCI Development Ltd.	Common	*	*	*	65	65
	Sanmina-SCI Israel Medical Systems Ltd.	Common	N	N/A	N/A	6.5	65
	Sanmina-SCI Espana S.L.U.	Common	N	N/A	N/A	930,410	65
Sanmina-SCI Systems Enclosures, LLC	CMS Mexicana, S.A. de C.V.	Common	Y	*	*	32,500	65
	SCI Enclosures (Denton), Inc.	Common	Y	2	\$0.10	2	100
Scimex, Inc.	SCI Systems de Mexico, S.A. de C.V.***	Fixed	Y	*	None	32,500	65
		Series C	Y	C-1	None	270,087,187 of Series C	65
			Y	C-4	None		
		Series D	Y	D-1	None	270,087,187 of Series D	65
			Y	D-4	None		
		Series E	Y	E-1	None	270,087,187 of Series E	65
			Y	E-4	None		
		Series F	Y	F-1	None	270,087,187 of Series F	65
			Y	F-4	None		
		Series G	Y	G-1	None	270,087,187 of Series G	65
			Y	G-4	None		
		Series H	Y	H-1	None	270,087,187 of Series H	65
			Y	H-4	None		

SCHEDULE 4.4-4

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TRADEMARK

REEL: 002597 FRAME: 0261

Grantor	Stock Issuer	Class of Stock	Certificate (Y/N)	Stock Certificate No. (if certificated)	Par Value	No. of Shares Pledged	% of Outstanding Stock of the Stock Issuer
		Series I	Y Y	I-1 I-4	None None	270,087,187 of Series I	65
		Series J	Y Y	J-1 J-4	None None	270,087,187 of Series J	65
	SCI/TAG de Mexico, S.A. de C.V.	Common	Y	*	None	325	65
Moose Acquisition Subsidiary, Inc.	Essex Acquisition Subsidiary, Inc.	Class B	Y	2	\$0.001	1,000	100
Sanmina Canada Holdings, Inc.	Sanmina Canada ULC	Common	Y	*	*	65	65
	Sanmina-SCI Finance ULC	Common	Y	*	*	65	65
Hadco Santa Clara, Inc.	Sanmina Corporation (Malaysia) SDN BHD	Ordinary	*	*	*	*	65

(0) Pledged Stock of non-Subsidiaries:

Grantor	Stock Issuer	Class of Stock	Certificate (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock of the Stock Issuer
Sanmina-SCI Corporation	Alidian Networks, Inc.	Series C Preferred Stock	Y	PC-153 PC-68	None	107,681 215,362	N/A
	Allegro Networks, Inc.	Series B Preferred Stock	Y	PB-30	None	3,046,458	N/A
	Force 10 Networks, Inc. (investment closed 12/20/02, certificate to be delivered post-closing)	Series B-1 Preferred Stock Series C1 Preferred Stock	Y Y	PB1-20 PB1-7 *	None None	822,369 822,369 582,072	N/A
	Navini Networks, Inc.	Series B1 Preferred	Y	PS-B1-018	None	2,920,081	N/A

SCHEDULE 4.4-5

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TRADEMARK

REEL: 002597 FRAME: 0262

Grantor	Stock Issuer	Class of Stock	Certificate (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock of the Stock Issuer
		Stock					
	Rapid5 Networks, Inc.	Series C Preferred Stock	Y	PC-22	None.	526,316	N/A
SCI Systems, Inc.	Norlite Computer Systems Inc.	Class A Preferred Stock	Y	A13 A11 A9 A7 A5 A3 A1	None	156,000 104,000 208,000 208,000 104,000 260,000 260,000	N/A
	Converge, Inc.	Series A Preferred Stock	Y	PA18	0.001	3,000,000	N/A
SCI Technology, Inc.	VantageMed Corporation	Common Stock	Y	VMD 0220	0.001	44,625	N/A
	Manufacturing In Time, Inc. (originally issued to Fortune Systems)	Common Stock	Y	4	None	198	N/A
	Seagate Technology, Inc. (originally issued to Fortune Systems)	Common Stock	Y	DV558	None	1	N/A
	Hewlett-Packard Company (originally issued to Fortune Systems)	Common Stock	Y	C127836	1.00	2	N/A
Sanmina-SCI Systems (Alabama) Inc.	Consolidated Communications Corporations	Common Stock	Y	1 2	0.01	14,000 26,000	N/A

Pledged LLC Interests:

SCHEDULE 4.4-6

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TRADEMARK

REEL: 002597 FRAME: 0263

Grantor	Limited Liability Company	Certificated (Y/N)	Certificates No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Limited Liability Company
Sanmina-SCI Corporation	Sanmina General, L.L.C.	N	N/A	N/A	100
	Sanmina Limited, L.L.C.	N	N/A	N/A	100
	Sanmina-SCI, LLC	N	N/A	N/A	100
	Sanmina-SCI Czech Republic Spol sro**	N	N/A	N/A	65
	Sanmina GmbH*	N	N/A	N/A	65
	Sanmina-SCI Verwaltungs GmbH*	N	N/A	N/A	65
	Sanmina-SCI Cable Systems Monterey S.A. de R.L. de C.V.*	N	N/A	N/A	50
	Sanmina International (UK) Ltd.*	*	*	*	65
SCI Technology, Inc.	Sanmina-SCI Systems Enclosures, LLC	N	N/A	N/A	100
SCI Systems, Inc.	SCI Ireland Ltd.	Y	*	4,476,254	65
Sanmina-SCI Systems (Alabama) Inc.	SCI Plant No. 2, L.L.C.	N	N/A	N/A	100
	SCI Plant No. 3, L.L.C.	N	N/A	N/A	100
	SCI Plant No. 4, L.L.C.	N	N/A	N/A	100
	SCI Plant No. 5, L.L.C.	N	N/A	N/A	100
	SCI Plant No. 27, L.L.C.	N	N/A	N/A	100
	SCI Plant No. 30, L.L.C.	N	N/A	N/A	100
	SCI Plant No. 12, L.L.C.	N	N/A	N/A	100
	SCI Plant No. 22, L.L.C.	N	N/A	N/A	100
SCI Holdings, Inc.	Sanmina-SCI Hungary Electronics	N	N/A	N/A	100

SCHEDULE 4.4-7

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TRADEMARK

REEL: 002597 FRAME: 0264

Grantor	Limited Liability Company	Certified (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Limited Liability Company
	Manufacturing Limited Liability Company*				
	Sanmina-SCI do Brasil Technology Ltda.*	Y	*	66,300,000	99
Sanmina Canada Holdings, Inc.	Sanmina Finance Canada Limited	Y	C-1	65	65

Pledged Partnership Interests:

Grantor	Partnership	Type of Partnership Interests (e.g. general or limited)	Certified (Y/N)	Certificate No. (if any)	% of Outstanding Partnership Interests of the Partnership
Sanmina-SCI Corporation	Sanmina-SCI Holdings GmbH & Co KG	Limited	N	N/A	65%
Sanmina General, L.L.C.	Sanmina Texas, L.P.	General	No	N/A	1%
Sanmina Limited, L.L.C.	Sanmina Texas, L.P.	Limited	No	N/A	99%
SCI Systems, Inc.	AET Holland C.V.	Limited	N	N/A	65%

SCHEDULE 4.4-8

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TRADEMARK
REEL: 002597 FRAME: 0265

Pledged Trust Interests:

Grantor	Trust	Class of Interests	Certificated (Y/N)	Certificate No. (If any)	% of Outstanding Trust Interests of the Trust
None.					

SCHEDULE 4.4-9

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Pledged Debt:

Grantor	Issuer	Original Principal Amount	Outstanding Principal Balance (as of December 19, 2002)	Issue Date	Maturity Date
SCI Technology, Inc.	Network Computing Devices, Inc.	\$2,006,810	\$1,856,810	7/22/02	2/18/04
	Network Computing Devices, Inc.	\$3,300,000	\$3,300,000	7/22/02	9/29/03
SCI Systems, Inc.	Monorail Computer Corporation	\$13,800,000	*	1/31/00	1/31/03
	Next Level Communications, Inc.	\$24,339,756	*	5/18/01	3/31/03
Sanmina-SCI Corporation	Sanmina Texas, L.P.	\$25,239,224	\$25,239,224	*	*
	Viking Components Incorporated	\$17,748,820	\$17,748,820	*	*
	Sanmina Germany GmbH	17,000,000 EUR	10,015,200 EUR	*	*
	Sanmina-SCI Ireland Ltd.	\$15,000,000	\$1,502,158	*	*
	Sanmina-SCI Ireland Ltd.	\$17,000,000	0	*	*
	Sanmina Canada ULC	\$130,000,000	\$111,042,344	*	*
	Sanmina France S.A.S.	33,924,754 EUR	28,476,767 EUR	*	*
	Sanmina S.A.S.	\$50,000,000	\$44,788,388	*	*
	Sanmina (Shenzhen) Ltd.	\$10,000,000	\$6,567,336	*	*
	Sanmina Europe AB	\$673,667	\$673,667	*	*
	Sanmina AB	\$368,710	\$368,710	*	*
	Sanmina Kista AB	200,000,000 SEK	200,000,000 SEK	*	*
	Sanmina-SCI EMS Tikkaoski OY (fka Sanmina OY)	25,000,000 EUR	2,807,278 EUR	*	*
	Sanmina-SCI Enclosure Systems Lisburn Ltd.	\$8,000,000	\$6,886,247	*	*
	Sanmina-SCI Cables Systems de Monterey S. de R.L. de C.V.	\$3,701,023	\$3,701,023	*	*
	Sanmina International AG	\$12,306	\$12,306	*	*

SCHEDULE 4.4-10

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REEL: 002597 FRAME: 0267

	Sanmina France S.A.S.	3,800,000 EUR	3,800,000 EUR	*	*
	Sanmina S.A.S.	9,500,000 EUR	9,500,000 EUR	*	*
	Sanmina-SCI France real estate	12,000,000 EUR	12,000,000 EUR	*	*
	Sanmina-SCI Espana, S.L.U.	\$55,029,000	\$55,029,000	*	*
Sanmina-SCI Systems (Alabama) Inc.	Sanmina-SCI UK Ltd.	\$1,023,425	\$1,023,425	*	*
Hadco Corporation	Sanmina Corporation (Malaysia) Sdn Bhd	\$53,000,000	\$45,923,587	*	*
SCI Systems	SCI Systems (Canada), Inc.	\$150,000,000	\$150,000,000	*	*
	SCI Manufacturing (Malaysia) Sdn Bhd	\$36,000,000	\$16,000,000	*	*
SCI Holdings, Inc.	SCI Systems (WA) Pty, Ltd.	\$22,323,758	\$22,323,758	*	*
	Sanmina-SCI Australia Pty, Ltd.	\$2,000,000	\$2,000,000	*	*
	Sanmina-SCI do Brasil Technology, Ltda.	\$5,800,000	\$5,800,000	*	*
	Sanmina-SCI do Brasil Technology, Ltda.	\$1,300,000	\$1,300,000	*	*
	Sanmina-SCI do Brasil Technology Ltda.	\$2,300,000	\$2,300,000	*	*
	Sanmina-SCI do Brasil Technology Ltda.	\$4,100,000	\$4,100,000	*	*
	Sanmina-SCI do Brasil Technology Ltda.	\$2,400,000	\$2,400,000	*	*
	Sanmina-SCI do Brasil Technology Ltda.	\$3,600,000	\$3,600,000	*	*
	Sanmina-SCI do Brasil Technology Ltda.	\$1,500,000	\$1,500,000	*	*
	Sanmina-SCI do Brasil Technology Ltda.	\$1,500,000	\$1,500,000	*	*
	Sanmina-SCI do Brasil Technology Ltda.	\$3,400,000	\$3,400,000	*	*
	Sanmina-SCI do Brasil Technology Ltda.	\$1,500,000	\$1,500,000	*	*

SCHEDULE 4.4-11

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REEL: 002597 FRAME: 0268

	Sanmina-SCI do Brasil Technology Ltda.	\$3,500,000	\$3,500,000	*	*
	Sanmina-SCI do Brasil Technology Ltda.	\$2,000,000	\$2,000,000	*	*
	SCI Brockville Corp.	\$500,000,000	\$211,948,391	*	*
	Sanmina-SCI EMS Haukipudas OY	\$36,563,162	\$36,563,162	*	*
	Sanmina-SCI Hungary Electronics Mfg. Limited Liability Company	\$50,000,000	\$46,144,388	*	*
	Sanmina-SCI Tel Aviv Ltd.	\$20,461,492	\$20,461,492	*	*
	Sanmina-SCI Israel EMS Ltd.	\$53,849,681	\$45,939,687	*	*
	SCI Technologies Japan Ltd.	10,000,000,000 JPN \$30,000,000	\$105,599,970	*	*
	AET Holdings (Mauritius) Ltd.	\$12,000,000	\$12,000,000	*	*
	SCI Systems Sweden AB	\$60,000,000	\$46,137,329	*	*

For purposes of this Schedule 4.4:

*To be provided by pledge supplement within the period and to the extent the pledge will be required by Section 4.1(c).

** To be pledged only to the extent required by Section 4.1(c).

*** To the extent shares are delivered, which in the aggregate represent over 65% of the total outstanding stock, the pledge and all rights and enforcement is limited to 65% of the total outstanding capital stock pursuant to Section 2.2.

SCHEDULE 4.4-12

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TRADEMARK

REEL: 002597 FRAME: 0269

Securities Accounts:

Grantor	Name of Securities Intermediary	Account Number	Account Name
Sanmina-SCI Corporation	Banc of America Capital Management	[REDACTED]	Securities Account
	Banc of America Capital Management	[REDACTED]	Sub collateral account
	Wells Capital Management	[REDACTED]	Zero Coupon Investment Account
	Wells Capital Management	[REDACTED]	Convertible Debt Investment Account
	Wells Capital Management	[REDACTED]	Secondary Offering Investment Account
	Scudder Investments	[REDACTED]	Money Market Account
SCI Technology, Inc.	Nationsfund	[REDACTED]	Money Market Account

Commodities Accounts:

Grantor	Name of Commodity Intermediary	Account Number	Account Name
None.			

Deposit Accounts:

Grantor	Name of Depositor Bank	Account Number	Account Name
Sanmina-SCI Corporation	Wells Fargo	[REDACTED]	Lockbox Corporate
	Wells Fargo		Lockbox Fremont
	Wells Fargo		Concentration Sweep
	Wells Fargo		Lockbox Account
	Wells Fargo		ZBA Controlled Disb.
	Wells Fargo		ZBA Payroll
	Wells Fargo		ZBA Executive Payroll
	Wells Fargo		ZBA SCI Alabama Payroll
	Wells Fargo		ZBA Health Plan Account
	Wells Fargo		ZBA Sanmina-SCI Fremont
	Wells Fargo		ZBA Sanmina-SCI Westbrook
	Wells Fargo		ZBA Blue Cross Medical
	Wells Fargo		ZBA Flexible Spending Plan
	Wells Fargo		Petty Cash Account
	Fleet		Westbook Lockbox
	Fleet		Sanmina-SCI Westbrook
BOA	Multi-Functional Checking		
BOA	Multi-Functional Checking		
BOA	Multi-Functional Checking		
Comerica	Multi-Functional Checking		
UBC	Multi-Functional Checking		
Sanmina Texas, L.P.	Wells Fargo	[REDACTED]	Lockbox
	Wells Fargo		Concentration Sweep
	Wells Fargo		ZBA Controlled Disb.

Grantor	Name of Depository Bank	Account Number	Account Name
	Wells Fargo Wells Fargo Wells Fargo Fleet Bank Fleet	[REDACTED]	ZBA Payroll Petty Cash Account ZBA Sanmina-SCI Longmont Longmont Lockbox Sanmina-SCI Longmont
Manu-tronics, Inc.	Bank One Bank One Bank One	[REDACTED]	Current Account Current Account Payroll Account
Hadco Corporation	Bank One Bank One BOA	[REDACTED]	Concentration ZBA Corporate Controlled Disb. Watsonville Payroll Account
Hadco Santa Clara, Inc.	Bank One BOA BOA	[REDACTED]	ZBA Phoenix Controlled Disb. Z/P Disbursement Account Payroll Account
Sanmina Enclosure Systems USA Inc.	Comerica	[REDACTED]	Multi-Functional Checking
SCI Technology, Inc.	BOA BOA BOA BOA BOA BOA BOA BOA First Union Fleet Regions Wells Fargo	[REDACTED]	Lockbox ZBA Lockbox Account Petty Cash Account Petty Cash Account Lockbox Concentration Concentration + Sweep MGF Receipts for SCI Tag A/P Account for SCI Tag Multi-Functional Checking Petty Cash Account Checking Petty Cash Account
Interworks Computer Products	Comerica	[REDACTED]	Multi-Functional Checking
Sanmina General, L.L.C.	None	None	None
Sanmina Limited, L.L.C.	None	None	None
Viking Components Incorporated	Wells Fargo First Union Wells Fargo Wells Fargo	[REDACTED]	Concentration Sweep Account ZBA Payroll ZBA Controlled Disbursement
Compatible Memory, Inc.	Wells Fargo Wells Fargo Wells Fargo	[REDACTED]	Sweep Account ZBA Payroll ZBA Controlled Disbursement
SCI Systems, Inc.	Citibank Citibank Regions Regions Regions Regions	[REDACTED]	A/P Wire Payments Account Operating Account Concentration ZBA Sweep Account ZBA Payroll Payroll Sweep
Sanmina-SCI Systems (Alabama), Inc.	First Union	[REDACTED]	EOG Plant Lockbox
SCI Holdings, Inc.	None	None	None
Interagency, Inc.	None	None	None
SCI Plant No. 12, L.L.C.	US Bank	[REDACTED]	Petty Cash

SCHEDULE 4.4-14

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TRADEMARK

REEL: 002597 FRAME: 0271

Grantor	Name of Depository Bank	Account Number	Account Name
SCI Plant No. 22, L.L.C.	None	None	None
Sanmina-SCI Systems Enclosures, LLC	None	None	None
SCI Enclosures (Denton), Inc.	NCB NCB NCB NCB NCB NCB NCB NCB NCB NCB NCB NCB NCB NCB NCB NCB NCB	n/a n/a n/a n/a n/a n/a n/a n/a n/a n/a n/a n/a n/a n/a n/a n/a n/a	SCI West Liberty Lockbox SCI Turtle Lake Lockbox SCI Stanton SCI San Jose ZBA West Liberty Lockbox Account ZBA Turtle Lake Lockbox Account ZBA Stanton Lockbox Account ZBA San Jose Lockbox Account Concentration Account Turtle Lake Payroll Denton Payroll Stanton Payroll Richmond Payroll Controlled Disbursement Account Continental Spec. Controlled Disb. Denton Controlled Disbursement Ra Tek Controlled Disbursement
Scimex, Inc.	Regions		Current Account
Moose Acquisition Subsidiary, Inc.	None	None	None
Essex Acquisition Subsidiary, Inc.	None	None	None
Sanmina Canada Holdings, Inc.	None	None	None
SCI Plant No. 2, L.L.C.	None	None	None
SCI Plant No. 3, L.L.C.	None	None	None
SCI Plant No. 4, L.L.C.	None	None	None
SCI Plant No. 5, L.L.C.	None	None	None
SCI Plant No. 27, L.L.C.	None	None	None
SCI Plant No. 30, L.L.C.	None	None	None
Sanmina-SCI, LLC	None	None	None

(B) Equity in Asset Acquisitions

Name of Grantor	Date of Acquisition	Description of Acquisition
Sanmina-SCI Corporation	11/22/02	Asset Purchase: Alcatel Optonics USA, Inc. and Alcatel USA Sourcing, L.P.
	6/18/02	Stock Purchase: Acquisition of shares of Viking Components, Inc.
	4/12/02	Asset Purchase: Acquisition of Hewlett-Packard France
	1/4/02	Asset Purchase: Acquisition of IBM Raleigh
	12/6/01	Stock Purchase: Acquisition of SCI Systems, Inc.
	9/24/01 (1 st closing) 11/9/01 (2 nd closing)	Asset Sale and Purchase of Electro Mechanical Solutions, et. al.

SCHEDULE 4.4-15

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TRADEMARK

REEL: 002597 FRAME: 0272

Name of Grantor	Date of Acquisition	Description of Acquisition
	8/24/01	Asset Purchase: Alcatel USA Sourcing, L.P.
	3/1/01	Stock Purchase: AB Segerstrom & Svensson
	1/22/01	Asset Purchase: Acquisition of Alcatel assets
	8/4/00	Asset Purchase: Nortel-Design Group
	7/9/00	Stock Purchase: Well Grown, Ltd.—Ocean Manufacturing
	6/26/00	Stock Purchase: Interworks Computer Products
	6/22/00	Stock Purchase: Hadco Corporation
	3/3/00	Asset Purchase: Alcatel USA Sourcing, L.P.
	2/28/00	Asset Purchase: Harris (Phase I)
	10/28/99	Asset Purchase: Nortel-Vancouver
	10/4/99	Asset Purchase: Nortel-France
	10/4/99	Stock Purchase: Devtek
	10/1/99	Asset Purchase: Nortel-Calgary/U.S.
	7/27/99	Asset Purchase: Electroglas
	7/20/99	Asset Purchase: Motorola
	6/3/99	Asset Purchase: E&S
	3/30/99	Stock Purchase: Manutronics
	2/4/99	Stock Purchase: Accurate
	12/28/99	Stock Purchase: Telo
	12/4/98	Stock Purchase: Randcor
	12/4/98	Stock Purchase: Aero
	11/30/98	Stock Purchase: Altron Incorporated
	11/4/98	Asset Purchase: Harris
	2/23/98	Stock Purchase: Pragmatech
Sanmina Texas, L.P.	11/22/02	Asset Purchase: Alcatel Optronics USA, Inc. and Alcatel USA Sourcing, L.P.
Hadco Corporation	3/19/98	Stock Purchase: Continental Circuits Corporation (Hadco Phoenix, Inc.)
	1/9/97	Stock Purchase: Zycon Corporation (Hadco Santa Clara)
SCI Technology, Inc.	1/5/01	Asset Purchase: assets from Ericsson, Inc.
	10/31/00	Stock Purchase: CMS Hartzell Ltd.
	12/10/99	Asset Purchase: TAG Manufacturing Inc.
	11/13/98	Asset Purchase: Intergraph Corporation
SCI Holdings, Inc.	8/31/01	Asset Purchase: Nortel Networks Ltd.
	11/13/01	
	3/12/01	Asset Purchase: Nokia Networks OY
	2/9/01	Asset Purchase: Nortel Networks Ltd.
	10/3/00	Asset Purchase: ERG Manufacturing SA
	9/27/00	Asset Purchase: ERG Manufacturing SA
Essex Acquisition Subsidiary, Inc.	5/31/00	Stock Purchase: Essex AB

SCHEDULE 4.4-16

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TRADEMARK

REEL: 002597 FRAME: 0273

SCHEDULE 4.6
TO PLEDGE AND SECURITY AGREEMENT

Letter of Credit Rights

None

SCHEDULE 4.7
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

(A) Copyrights:

Company/Guarantor	Copyright	Filing Date	Status	Reg. No.
Hadco Corporation	TQM : team implementation model.	7/6/93	Registered	TXu576942
	Time data management system Cobol source code, copy libraries, and procedures.	11/20/86	Registered	TXu262149
	Time data management system : technical reference.	11/17/86	Registered	TXu261768
	Time data management system : user's guide.	11/17/86	Registered	TXu260999
	Time data management system.	11/19/86	Registered	TXu260423
SCI Technology, Inc.	Tether dynamics simulator program.	3/15/90	Registered	TXu408508
SCI Systems, Inc.	A general purpose functional text executive for use with Microsoft Windows operating system.	1/30/95	Registered	TX3996341

(B) Copyright Licenses

None.

(C) Patents

Company/Guarantor	Patent	Issue Date (Filing Date)	Status	Patent No. (App. No.)
SCI Systems, Inc.	Project Castle-Fiber-Optic Cable Terminus, Connector and Alignment Device and Methods	(7/19/01)	US - Pending	(09/909,100)
	Project Castle	(2/5/02)	US - Pending	n/a
	Project Castle	(2/5/02)	US - Pending	(071574)
	Project Castle	(2/5/02)	US - Pending	(91102008)
	Project Castle	(2/8/02)	US - Pending	(PI 120020437)
	Castle Improvements (Electro-Optical Transducer)	(10/22/01)	US - Pending	(10/011,573)
	Castle-Further Improvements (Reflection Suppression in Multiple-Reflector Collimation System)	(12/11/01)	US - Pending	(10/016,369)
	Castle-Visual Alignment of Multiple-Reflector Collimation System	(12/11/01)	US - Pending	(10/013,758)
	Underwater Fiber Optic Cable Dispenser and Method	(2/12/02)	US - Pending	(10/074,321)

SCHEDULE 4.7-1

Company/Guarantor	Patent	Issue Date (Filing Date)	Status	Patent No. (App. No.)
	Combination of -2520 and -2540, Underwater Cable and Dispenser	(12/13/02)	US - Pending	n/a
	Underwater Fiber Optic Cable	(9/9/02)	US - Pending	(10/237,761)
	Towed Airborne Vehicle Control and Explosion Damage Assessment	(1/31/02)	US - Pending	(10/062,093)
	Appratus & Method for Recording Both Machine Readable & Printed Info	1/15/85 (1/30/84)	Expired 9/13/02 at full term	4494127 (574950)
	Time Card Recorder & Method for Identifying Employee Work Schedule	3/19/85 (11/3/83)	Expired 3/19/02 at full term	4506274 (549007)
	Computer Terminal Controller & Method	5/3/88 (8/20/84)	Issued	4742477 (642438)
	Printing Apparatus & Method	7/25/89 (5/15/87)	Issued	4851864 (051046)
	Printing Apparatus & Method	12/25/90 (3/22/89)	Issued	4980704 (327295)
	Printing Apparatus	2/25/92 (3/22/89)	Issued	5091783 (327023)
	Printing Apparatus & Method	9/18/90 (3/22/89)	Issued	4958171 (327024)
	Printing Apparatus & Method	4/30/91	Issued	5,012,261
	Printing Apparatus & Method (ATB Printer)	5/28/91 (3/22/89)	Expired 5/28/99 re: failure to pay maintenance fees	5019841 (327232)
	Printing Apparatus & Method with Interrupted Protection & Automated Unattended Secure Operations	8/10/93 (9/21/92)	Issued	5235676 (947965)
	Component location device and method for surface - mount printed circuit boards	1/15/91 (3/1/88)	Issued	4985107 (162427)
	Apparatus & Method for Controlling Functions of Automated Gas Cabinet	1/29/91 (5/17/89)	Issued	4989160 (194828)
	Apparatus and Method for Controlling Functions of Automated Gas Cabinet	5/2/95 (5/17/89)	Issued	1335457 (600004)
	Printing Device & Method Employing Latent Electrostatic Image Development and Separate Toner - Brush Operational Cycle	8/15/89 (5/12/88)	Issued	4857945 (193352)
	Printing Apparatus (ATB Printer)	10/9/90 (5/12/88)	Issued	4962393 (193747)
	Data Processing Systems Having Automatic Configuration	5/13/86 (8/4/83)	Issued	4589063 (520354)
	Printer & Method (Escrow Printer)	5/22/90 (2/3/89)	Issued	4928133 (306804)
	Process Gas Distribution System with Supervisory Control	6/15/93 (8/31/90)	Issued	5220517 (576067)

SCHEDULE 4.7-2

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Company/Guarantor	Patent	Issue Date (Filing Date)	Status	Patent No. (App. No.)
	Process Gas Distribution System and Method	1/7/97 (8/29/91)	Issued	2050247 (2050247)
	Process Gas Distribution System and Method with Automatic Transducer Zero Calibration (Zero Calibration)(Cont-S/N 003,805)	4/16/96	Continuation on 003,805 pending	5508947
	Process Gas Distribution System and Method with Automatic Transducer Zero Calibration (Zero Calibration)(Cont-S/N 08-242,805)	8/12/97	Continuation on 08-242,805 pending	5657254
	Process Gas Distribution System and Method	7/12/94 (1/13/93)	Issued	5329463 (003550)
	Process Gas Distribution (Continuation Application)	3/5/96 (4/4/95)	Expired 3/5/00 for failure to pay maintenance fee	5497316 (416511)
	Process Gas Distribution (Divisional)	11/17/98 (8/29/91)	Issued	2165847
	Process Gas Distribution System and Method with Automatic Transducer Zero Calibration	8/12/97 (4/15/96)	Issued	5657254 (632708)
	Process Gas Distribution (Divisional)	n/a	Pending; Examination Requested	n/a
	Core Memory Wire Guide and Support and Utilization Method	11/19/93	Issued	5,260,893
	Airline ticket printer with stepper motor for selectively engaging print head and platen	5/3/94 (8/25/92)	Issued	5309176 (934361)
	Airline ticket printer with ticket pre-staging	2/4/97 (4/29/94)	Issued	5599117 (235497)
	Printer with offset magnetic recorder drive means	10/06/98 (6/6/95)	Issued	5818022 (468842)
	Airline Ticket Printer with offset drive means	12/2/97 (6/6/95)	2363 U.S. 181839-146	5692845 (467701)
	Airline Ticket Printer with ticket pre-staging and recirculation	11/4/97 (6/6/95)	Issued	5684285 (468432)
	Control system for transportation ticket printer having plurality of dual process personal computer boards for performing general computing tasks and sending data to printer control module	9/2/97 (6/6/95)	Issued	5664073 (470919)
	Device for removing ticket blanks from ticket cassette	3/28/2000 (8/8/97)	Issued	6042285 (907782)
	Zero Dead-Leg Gas Cabinet	8/19/97 (6/17/96)	Issued; (Jointly Owned with BOC)	5657786 (664788)
	Zero Dead-Leg Valve	8/18/98 (12/31/96)	Issued; (Jointly Owned with BOC)	5794659 (777837)
	Preservation System for Volatile Memory with Nonvolatile Backup Memory (HENVRAM)	5/21/96 (9/28/94)	Issued	5519663 (314158)

SCHEDULE 4.7-3

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Company/Guarantor	Patent	Issue Date (Filing Date)	Status	Patent No. (App. No.)
	Power Backup System for Volatile Memory (HENVRAM)	11/1/96 (9/15/95)	Issued	289826 (314158)
	Power Backup System for Volatile Memory (HENVRAM)	9/15/95	Issued	39195
	Power Backup System for Volatile Memory (HENVRAM)	6/15/98 (9/15/95)	Issued	2308480 (976503)
	Power Backup System for Volatile Memory (HENVRAM)	3/12/02	Pending	2200982
	Power Backup System for Volatile Memory (HENVRAM)	9/15/95 (11/6/98)	Issued	HK1010805 (98111795)
	Fiber-Optic Cable Dispenser and Remotely Controlled Vehicle Using Same	10/21/97 (7/26/96)	Continuation of an abandoned application	5678785 (690218)
	Printed Circuit Board Screen Printer Vacuum Holding Apparatus	8/11/98 (1/24/95)	Issued	5792268 (378988)
	Electrical component mounting assembly including special guide structure for receiving a component package regardless of orientation of the package relative to the guides	3/14/2000 (1/13/98)	Issued	6038131 (006514)
Hadco Santa Clara, Inc.	Capacitor laminate for use in Capacitive printed circuit boards, and Method of Manufacture	10/13/92 (5/10/90)	Issued	5155655 (521588)
	Capacitor laminate for use in Capacitive printed circuit boards, and Method of Manufacture	11/3/92 (1/22/92)	Issued	5161086 (823865)
	Circuit Boards Including Capacitive Coupling for Signal Transmission and Methods of Use and Manufacture	2/3/93 (11/14/95)	Issued	5466892 (0013076)
	In Situ Method of Forming a Capacitive PCB	11/16/93 (4/6/92)	Issued	5261153 (864440)
	Annular Circuit Components Coupled with printed circuit board Through-hole	9/13/94 (4/7/93)	Issued	5347258 (44301)
	Annular Circuit Components Coupled with Through Hole	1/13/98 (7/8/96)	Issued	5708569 (677610)
	Method of Making Rigid Flex printed circuit board	9/8/92 (2/27/91)	Issued	5144742 (661983)
	Method and Apparatus for Forming Plugs in Vias of a printed circuit board layer	8/21/01 (9/24/98)	Issued	6276055 (159429)
	Capacitor Laminate For Use In Capacitive PCBs and Method of Manufacture	1/7/92 (8/23/89)	Issued	5079069 (397518)
	Capacitor Laminate For Use In Capacitive PCBs and Method of Manufacture (CIP)	10/13/92	Pending; CIP of 5155655	n/a

SCHEDULE 4.7-4

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Company/Guarantor	Patent	Issue Date (Filing Date)	Status	Patent No. (App. No.)
	Capacitor Laminate For Use In Capacitive PCBs and Method of Manufacture (DIV)	11/3/92	Pending, DIV of 5161086	n/a
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Europe - Issued	487 640 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Austria - Issued	E150611 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Belgium - Issued	487 640 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Switzerland - Issued	487 640 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Germany - Issued	487 640 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Denmark - Lapsed 4/8/98	487 640 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Spain - Issued	487 640 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	France - Issued	487 640 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Great Britain - Issued	487 640 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Italy - Issued	487 640 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Lichenstein - Issued	487 640 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Luxembourg - Issued	487 640 (90913653)
	Capacitor Laminate for Printed Circuit Board	3/19/97 (8/22/90)	Netherlands - Issued	487 640 (90913653)
	Capacitor Laminate For Use In Capacitive PCBs and Method of Manufacture	3/19/97 (8/22/90)	Sweden - Issued	487 640 (90913653)
Sanmina - SCI Corporation	Current Mode Coupler Having A Unitary Casing	(4/19/02)	US - Pending	(126168)
	Current Mode Coupler Having A Unitary Casing	(2/1/02)	International (PCT) - Pending	(WO200268998)
	Laser Trimming of Annular Passive Components	(11/21/02)	US - Pending	(10/302,099)
	Diskless, DMI-Based Download and Remote Test System	(5/1/00)	US - Pending	(09/563,058)
	Interpretive Simulation of Software Download Process	(7/25/00)	US - Pending	(09/624,831)
	Current Mode Coupler	(5/1/01)	US - Pending	(60/287,771)
	Current Mode Coupler	(4/19/02)	US - Pending	(10/126,168)
	Circuit Board Stiffener	(10/4/02)	US - Pending	(10/264,362)
	Current Mode Coupler with Retaining Spring	(11/30/01)	US - Pending	(60/334,562)
	Circuit Board Standoff	(10/4/02)	US - Pending	(10/264,368)
	Circuit Board Thread Plate	(10/4/02)	US - Pending	(10/264,366)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	2/27/99	Malaysia - Issued	110759-A

SCHEDULE 4.7-5

TRADEMARK

REEL: 002597 FRAME: 0279

Company/Grantor	Patent	Issue Date (Filing Date)	Status	Patent No. (App. No.)
	Capacitive Printed Circuit Board With Internal Capacitive Laminate	2/9/99 (6/23/97)	Issued	5870274 (880661)
	Capacitor Laminate for Printed Circuit Board	11/24/98 (8/22/90)	Canada - Issued	2064784 (2064784)
	Capacitor Laminate For Use In Capacitive PCBs and Method of Manufacture	11/24/98 (8/22/90)	Japan - Issued	2738590 (90512743)
	Compound Capacitor for Capacitive PCBs and Method of Manufacture	12/6/96 (8/22/90)	Mexico - Issued	183474
	Compound Capacitor for Capacitive PCBs and Method of Manufacture	11/29/97 (8/22/90)	Malaysia - Issued	MY-110042
	Compound Capacitor for Capacitive PCBs and Method of Manufacture	8/26/92 (8/22/90)	Taiwan - Issued	81106737
	Compound Capacitor for Capacitive PCBs and Method of Manufacture	1/22/00 (8/22/90)	China - Issued	52675
	Capacitor Laminate For Use In Capacitive PCBs and Method of Manufacture	11/1/99 (8/22/90)	South Korea - Issued	227528 (9270416)
Hadco Corporation	Printed Circuit Board Having An Integrated Decoupling Capacitive Element	11/10/92 (8/22/91)	US - Issued	5162977 (750409)
Zycon Corporation (now known as Hadco Corporation)	Annular Circuit Components Coupled with printed circuit boards Through-Hole	(4/7/94)	Israel - Issued	109242 (109242)
	In Situ Method for Forming a Capacitive PCB	9/1/98 (11/3/93)	USCP	5800575 (147671)
Hadco Santa Clara, Inc.	Annular Circuit Components Coupled with printed circuit boards Through-Hole	(2/8/95)	Canada - Issued	(2142055)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Europe - Issued	647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Austria - Issued	647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Belgium - Issued	647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Switzerland - Issued	647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Germany - Issued	647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Denmark - Issued	647389 (94913381)

SCHEDULE 4.7-6

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Company/Guarantor	Patent	Issue Date (Filing Date)	Status	Patent No. (App. No.)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Spain - Issued	647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	France - Issued	647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Great Britain - Issued	647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	2/22/98 (2/8/95)	Ireland - Issued	109242 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Italy - Issued	0647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Luxembourg - Issued	0647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Monaco - Issued	0647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	10/23/96 (2/8/95)	Sweden - Issued	0647389 (94913381)
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	6/22/01	Thailand - Issued	10619
	Annular Circuit Components Coupled with printed circuit boards Through-Hole	11/11/01 (7/13/94)	Taiwan - Issued	419176 (85217610)
	Annular Circuit Components Coupled with printed circuit board Through-Hole	2/18/97 (4/5/94)	US - Issued	5603847 (220540)
	Forming Plugs in Vias of A Circuit Board Layers and subassemblies	9/4/01 (9/2/99)	US - Issued	6282782 (389308)
Viking Components Incorporated	Computer Cards with Integrated Connectors	(1/9/98)	US; pending	09/004-837
	High-Density Computer Modules with Double-Layer Packaging	7/25/00 (4/4/98)	US - Issued	6,094,355 (055,193)
	High-Density Computer Module with Stacked Parallel-Plane Packaging	4/24/01 (1/12/99)	US - Issued	6,222,739 (228,867)
	High-Density Computer Module with Stacked Parallel-Plane Packaging	(1/19/99)	EPO; pending	(99903153.7)
	High-Density Computer Module with Stacked Parallel-Plane Packaging	(1/19/99)	Japan; pending	(2000- 540577)
	Multi-Chip Package with Stacked Chips and Interconnect Bumps	12/12/00 (12/8/98)	US - Issued	6,160,718 (207,490)

SCHEDULE 4.7-7

TRADEMARK

REEL: 002697 FRAME: 0281

Company/Grantor	Patent	Issue Date (Filing Date)	Status	Patent No. (App. No.)
Hartzell Manufacturing, Inc. (merged into Sanmina-SCI Systems Enclosures, LLC)	Video cassette storage rack	4/20/82 (2/22/80)	US - Issued	D263907 (123742)
	Cassette carrying case	1/26/82 (12/13/79)	US - Issued	D262752 (103052)
	Cassette carrying case	9/1/81 (6/20/79)	US - Issued	D260454 (37489)

(D) Patent Licenses

Patents related to licenses for Fabricator Production:

COUNTRY	PATENT NUMBER	DATE	TITLE
US	5,079,069	07 Jan 1992	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
USCP	5,155,655	13 Oct 1992	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
USDV	5,161,086	03 Nov 1992	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
US	5,010,641	30 Apr 1991	Method of Making Multilayer Printed Circuit Board.
Europe	0 487 640	19 Mar 1997	Capacitor Laminate for Printed Circuit Board
Austria	E150611	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Belgium	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Switzerland	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Germany	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Denmark	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Spain	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
France	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Great Britain	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Italy	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Lichenstein	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Luxembourg	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Netherlands	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Sweden	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Canada	2,064,784	24 Nov 1998	Capacitor Laminate for Printed Circuit Board
Japan	2738590	16 Jan 1998	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Mexico	183,474	06 Dec 1996	Compound Capacitor for Capacitive PCBs and Method of Manufacture

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COUNTRY	PATENT NUMBER	DATE	TITLE
Malaysia	110042	29 Nov, 1997	Compound Capacitor for Capacitive PCB's and Method of Manufacture
Taiwan	81106737	26 Aug, 1992	Compound Capacitor for Capacitive PCB's and Method of Manufacture
China	52675	22 Jan, 2000	Compound Capacitor for Capacitive PCB's and Method of Manufacture
South Korea	227528	14 Aug 1999	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture

Hadco Santa Clara, Inc. has outbound licenses for the above-referenced Fabricator Patents with the following licensees ("Fabricator Licensees"):

- AD/ISOLA, 401 Whitney Place, Fremont, CA 94539
- Allied Signal Laminate Systems, 230 North Front Street, La Crosse, WI 54602-1448
- Aromat / MEM, 401 River Oaks Parkway, San Jose, CA 95135
- Dielektra GmbH, Kaiser Strasse 127, 51145 Köln Germany
- Nelco International Corporation, 2401 E. Katella Avenue, Anaheim, CA 92806
- Nelco Products Ltd., 4 Gul Crescent, Jurong, Singapore 2262
- Nelco Technology, Inc., 1130 W. Geneva Drive, Tempe, AZ 85282
- New England Laminates Company, Inc., 40 Governor Drive, Newburg, NY 12550
- Nelco S.A., 75 Grande Rue, Rte de Beze, 21310 Mirebeau-Sur-Beze FRANCE
- Nelco Products, Inc., 1411 E. Orangethorpe Ave, Fullerton, CA 92631
- Neltec, Inc., 1420 W. 12th Place, Tempe, AZ 85281
- New England Laminates, Paddock Road, West Pimbo Skelmersdale, England WN8-9PL
- Polyclad Laminates, Inc. 40 Industrial Park Drive, Franklin, NH 03235

Patent related to licenses Laminator Production

COUNTRY	PATENT NUMBER	DATE	TITLE
US	5,079,069	07 Jan 1992	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
USCP	5,155,655	13 Oct 1992	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
USDV	5,161,086	03 Nov 1992	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
US	5,010,641	30 Apr 1991	Method of Making Multilayer Printed Circuit Board.
Europe	0 487 640	19 Mar 1997	Capacitor Laminate for Printed Circuit Board
Austria	E150611	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture

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COUNTRY	PATENT NUMBER	DATE	TITLE
Belgium	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Switzerland	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Germany	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Denmark	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Spain	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
France	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Great Britain	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Italy	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Lichenstein	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Luxembourg	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Netherlands	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Sweden	0 487 640	19 Mar 1997	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Canada	2,064,784	24 Nov 1998	Capacitor Laminate for Printed Circuit Board
Japan	2738590	16 Jan 1998	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
Mexico	183,474	06 Dec 1996	Compound Capacitor for Capacitive PCBs and Method of Manufacture
South Korea	227528	14 Aug 1999	Capacitor Laminate For Use In Capacitive PCBs And Method Of Manufacture
China	52675	22 Jan 2000	Compound Capacitor for Capacitive PCBs and Method of Manufacture
Malaysia	MY-110042	29 Nov 1997	Compound Capacitor for Capacitive PCBs and Method of Manufacture
Taiwan	81106737	26 Aug 1992	Compound Capacitor for Capacitive PCBs and Method of Manufacture

Hadco Santa Clara, Inc. has outbound licenses for the above-referenced Laminator Patents with the following licensees ("Laminator Licensees"):

- Ambitech, Inc., 8944 Fullbright Ave., Chatsworth, CA 91311.
- Compeq Manufacturing Company, Ltd.
 - ◆ Compeq Manufacturing Co., Ltd. - No. 91, Lane 814, Ta-Hsin Rd., Hsin-Chuang Village, Lu-Chu Hsiang, Taoyuan, Taiwan, R.O.C.
 - ◆ Compeq Utah - No. 620, North John Glenn Road, Salt Lake City, Utah 84116.
- Coretec, Inc, 8150 Sheppard Ave East, Scarborough, Ontario, Canada, M1B 5K2.
- Details-Dynamic Circuits (DDI):
 - ◆ Anaheim Division (Formerly Details) - 1231 Simon Circle, Anaheim, CA 92806.
 - ◆ Milpitas Division (Formerly Dynamic Circuits) - 1831 Tarob Court, Milpitas, CA 95035.
 - ◆ Texas Division (Formerly Cuplex) - 1500 E. Highway 66, Garland, TX 75040.
 - ◆ Virginia Division (Formerly Automata) - 1200 Severn Way, Sterling, VA 22170.

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- Fabricated Components Corp., d/b/a MEI, 130 West Bristol Lane, Orange, CA 92865.
- Hallmark Circuits, 13500 Danielson Street, Poway, CA 92064.
- Hitachi Chemical Asia Pacific Pte Ltd.:
 - ♦ Outer Layer Plant – 32 Loyang Way, Singapore 508730
 - ♦ Inner Layer Plant – 20 Bedok South Road, Singapore 469277
- Honeywell Electronic Materials:
 - ♦ Honeywell Advanced Circuits – 1633 Terrace Drive, Roseville, MN 55113.
 - ♦ Honeywell Advanced Circuits – 200 Centennial Drive, Buffalo, MN 55313.
 - ♦ Johnson Matthey Advanced Circuits, Inc., - Specialty Products Division, 15102 Minnetonka Industrial Road, Minnetonka MN 55345.
 - ♦ Johnson Matthey Semiconductor Packages – 234 Cashman Drive, Chippewa Falls, WI 54729
- Japan Science Interconnect Corporation (Formerly Ishizuka Siesakusho Company Ltd.), Yamanashi-Sanko Division, 3275 Tana Sagami-hara City, Kanagawa, PREF Japan.
- LG Electronics, Inc. – 20, Yoido-dong, Youngdungpo-gu, Seoul, 150-721, Republic of Korea.
- McCurdy Circuits, Inc., 4900 East Hunter Avenue, Anaheim, CA 92807-2057.
- Merix Corporation, 1521 Poplar Lane, Forest Grove, OR 97116.
- Multilayer Technology, Inc. (Multek), 16 Hammond, Irvine, CA 92718.
 - ♦ Multek Irvine – 40 Parker Rd., Irvine, CA 92618.
 - ♦ Multek Roseville – 2520 Terminal Road, Roseville, MN 55113.
 - ♦ Multek de Mexico – Pedro Martinez Rivas #731, Parque Ind. Belenes Norte, Zapopan, Jalisco 45150 Mexico
 - ♦ Multek Brazil – Avenida Giovanni Gronchi, 6899, CEP 05724-005, Sao Paulo, Brazil.
 - ♦ Multek Germany – Herrenberger Strasse 110, 71034 Boeblingen, Germany.
 - ♦ Multek Sweden – Box 902, V Drottningaten 33, 692, 29 Kumla, Sweden.
 - ♦ Multek Hong Kong – 6th Floor Hale Weal Ind. Bldg., 22-28 Tai Chung Road, Tsuen Wan, N. T., Hong Kong.
 - ♦ Multek China – Doumen, PRC.
- OK Print Corporation, 3-21-18 Higashi-Koigakubo, Kokubunji-Shi, Tokyo 185 Japan.
- PC World, a division of Circuit World Corporation, 250 Finchdene Square, Scarborough, Ontario, Canada M1X 1A5
- PPC Electronic AG, Riedstrasse 2, CH-6330 Cham, Switzerland.
- Pro-tech, Inc., 17371 Mt. Wynne Circle, Fountain Valley, CA 92708.
- Proto Engineering Corporation, 181 Commercial Street, Sunnyvale, CA 94086-5202.
- Sanmina Corporation:
 - ♦ Sanmina Arizona (Formerly Hadco Phoenix/Continental) – 5020 S. 36th Street, Phoenix, AZ 85040.
 - ♦ Sanmina Costa Mesa – 2955 Airway Blvd., Costa Mesa, CA 92626.
 - ♦ Sanmina Derry NH (Formerly Hadco Derry) – 7 Manchester Rd, Derry, NH 03038.
 - ♦ Sanmina Hudson NH (Formerly Hadco Hudson) – 21 Flagstone Drive, Hudson, NH 03051.
 - ♦ Sanmina Irvine – 18522 Von Karman, Irvine, CA 92612.
 - ♦ Sanmina Malaysia (Formerly Hadco/Zycon Malaysia) – Sama-Jaya Free Industrial Zone, 93450 Kuching, Sarawak, Malaysia.
 - ♦ Sanmina Mountain View (Plant 4) – 1625 Plymouth Street, Mountain View, CA 95043.
 - ♦ Sanmina Nashua – 41 Simon Street, Nashua NH 03060.
 - ♦ Sanmina NY (Formerly Hadco Owego) – 1200 Taylor Road, Owego, NY 13827.
 - ♦ Sanmina San Jose (Plant #2, Bearing Drive) – 2505 Bearing Drive, San Jose, CA 95131.
 - ♦ Sanmina San Jose (Plant 1A) – 2101 O'Toole Avenue, San Jose, CA 95131.
 - ♦ Sanmina San Jose (Plant 1B) – 2101 O'Toole Avenue, San Jose, CA 95131.
 - ♦ Sanmina Santa Clara (Formerly Hadco Santa Clara/Zycon) – 425 El Camino Real, Santa Clara, CA 95050.
 - ♦ Sanmina Santa Clara (Plant 3) – 2539 Scott Blvd., Santa Clara, CA 95050.
 - ♦ Sanmina Tech Center East (Formerly Hadco Tech East) – 46 Rogers Road, Ward Hill, MA 01835.

- Sanmina Tech Center West (Formerly Hadco Tech West) – 78 Hanger Way, Watsonville, CA 95076.
- Sanmina Tech Center Texas (Formerly Hadco Austin) – 15508 Bratton Lane, Austin, TX 78728.
- Sanmina Wilmington – 1 Jewel Drive, Wilmington, MA 01887.
- Thomas Walters, 1 First Ave., Glove Business Park, Marlow, Bucks, England SL7-1YA.
- Toppan Electronics, 7770 Miramar Rd., San Diego, CA 92126.
- Tyco Printed Circuit Group:
 - Dallas (OR) Division Formerly Praegitzer) - 1270 S.E. Monmouth Cutoff, Dallas, OR 97338-9532
 - Los Angeles Division - 8636 Aviation Blvd., Inglewood, CA 90301
 - Microser Division – Boecillo Technology Park, Valladolid, Spain.
 - Santa Clara (CA) Division (Formerly Sigma Circuits) – 393 Mathew Street, Santa Clara, CA 95050.
- Via Systems Group, Inc:
 - Via Systems BV (Formerly Mommers Print Service BV) – Peutenweg 2-6101, VZ Echt, PO Box 34-6100 AA Echt, The Netherlands.
 - Via Systems Canada, 205 Burnswick Blvd, Pointe-Claire, Quebec H9R 1A5.
 - Via Systems Tyneside, Eldon Street, South Shields, Tyne & Wear, England NE33 5BU.
 - Via Systems China, 888 Jiu Fu West Road, Jiu Fu Zhen, Bai Yun Qu, Guangzhou City, Guangdong Province, Peoples Republic of China
 - Yamamoto Mfg. Co., Ltd., Honjo Facility, 188 Shimonodo Honjo-City, Saitama-pref 367-0036 Japan

(E) Trademarks

Company/Division	Trademark	Filing Date (App. Date)	Status	(App. No.)
Sanmina-SCI Corporation	SANMINA-SCI	(7/23/02)	European Community - Pending	(2787695)
	SANMINA-SCI (Block Letter)	5/28/02	filed in Mexico-pending; not in database	(02463)
	SANMINA-SCI (Block Letter)	5/28/02	filed in Mexico-pending; not in database	(02464)
	SANMINA-SCI (Block Letter)	5/28/02	filed in Mexico-pending; not in database	(02465)
	SANMINA-SCI	(7/23/02)	European Community - Pending	(2787109)
	SANMINA-SCI ENCLOSURES	(7/23/02)	European Community - Pending	(2785590)
	ADVANTAGE SANMINA-SCI and Design	(1/25/02)	US - Pending	76-363,376
	END-TO-END SOLUTION	(5/17/02)	US - Pending	(76-409,920)
	OPTO-VIA	(10/30/02)	US - Pending	(78-180,200)
	OPTI-VIA	(10/30/02)	US - Pending	(78-180,198)
	SANMINA-SCI	(12/17/01)	US - Pending	(76-349,692)
	SANMINA-SCI ENCLOSURES	(5/15/02)	US - Pending	(76-407,890)
	SANMINA-SCI ADVANTAGE	(1/25/02)	US - Pending	(76-363,375)
SANMINA-SCI and Design	(12/17/01)	US - Pending	(76-349,693)	

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Company/Grantor	Trademark	Filing Date (App. Date)	Status	Reg. No. (App. No.)
	SANMINA-SCI CENTRAL DATA	(1/25/02)	US - Pending	(76-363,378)
	SANMINA-SCI CENTRAL DATA	(1/25/02)	US - Pending	(76-363,377)
	SANMINA-SCI CONNEX	(12/14/01)	US - Pending	(76-348,965)
	THE PREMIER EMS COMPANY	(12/17/01)	US - Pending, Supplemental Register	(76-349,694)
	VIKING INTERWORKS	(11/19/02)	US - Pending	(78-186,442)
	VIKING INTERWORKS A SANMINA-SCI COMPANY and Design	(11/18/02)	US - Pending	(78-186,235)
	VIKING INTERWORKS and Design	(11/19/02)	US - Pending	(78-186,518)
	S and Design	8/12/1997 (4/25/1996)	US - Registered	2,087,241 (75-093,814)
	SANMINA	12/30/1997 (1/3/1997)	US - Registered	2,125,601 (75-221,044)
	SANMINA CONNEX	(6/4/01)	European Community - Pending	(76-266,439)
	SCI... THE E-EMs COMPANY	(4/9/01)	US - Pending	(2172153)
Hadco Corporation	HADCO	8/24/01 (2/14/97)	Canada - Registered	TMA550,184 (836,615)
	HADCO and Design	2/14/86 (2/14/97)	Canada - Registered	TMA550,134 (836,616)
	CAPLANE	12/19/00 (9/14/99)	European Community - Registered	1307677 (1307677)
	HADCO	6/27/00 (6/17/99)	European Community - Registered	1209527 (1209527)
	BC and Design	3/28/95 (3/25/94)	US - Registered	1,885,918 (74-504,987)
	HADCO	9/9/97 (2/16/96)	US - Registered	2,094,325 (75-059,264)
	HADCO (Stylized Letters)	9/16/97 (2/16/96)	US - Registered	2,096,683 (75-059,100)
	ZBC-2000	3/28/95 (3/25/94)	US - Registered	1,885,919 (74-504,988)
SCI Systems, Inc.	SCI SYSTEMS	4/28/89 (11/15/88)	France - Registered	1498396 (INPI966669)
	SCI	5/31/91 (5/18/90)	Germany - Registered	1177083 (S 503559WZ)
	E and Design	(3/5/01)	US - Pending	(76-218,723)
	LEADING THE INDUSTRY TO ZERO NONCONFORMITIES	(9/21/00)	US - Pending	(76-134,212)
	LION and Design	(9/21/00)	US - Pending	(76-134,023)
	LION LEADING THE INDUSTRY TO ZERO NONCONFORMITIES SCI and Design	(9/21/00)	US - Pending	(76-134,024)

SCHEDULE 4.7-13

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TRADEMARK

REEL: 002597 FRAME: 0287

Company/Grantor	Trademark	Filing Date (App. Date)	Status	Reg. No. (App. No.)
	MINIABM	(5/21/02)	US - Pending	(76-410,249)
	MINIADAU	(5/17/02)	US - Registered	(76-409,798)
	MINISCU	(5/17/02)	US - Pending	(76-418,225)
	MINITCG	(5/21/02)	US - Pending	(76-410,444)
	RETURN ON E	3/19/02 (10/16/00)	US - Registered	2,549,535 (76-416,798)
	RETURN ON E and Design	3/19/02 (10/16/00)	US - Registered	2,549,531 (76-146,405)
	SCI and Design	(9/21/00)	US - Pending	(76-133,931)
	sci-the e-ems company (Stylized Letters)	10/29/02 (5/4/01)	US - Registered	2,642,078 (76-250,819)
	SCI---THE E-EMS COMPANY (Stylized Letters)	(4/28/00)	US - Registered	(76-036,730)
	THE E-EMS COMPANY	(11/27/00)	US - Pending	(76-171,381)
	TOCNET	3/26/02 (8/8/01)	US - Registered	2,552,821 (78-078,109)
	SCI... THE e-OEMs COMPANY	(4/9/01)	European Community-Pending	(2171692)
	SCI	6/13/78	8001 USA 81839-165	1093156
	SCI	6/12/79 (2/21/78)	Registered	1119950 (73-159,441)
	SCI	11/17/87	8004 USA 81839-168	1465346
	SCI	10/6/87 (2/10/86)	Registered	1459862 (73-582,234)
	SCI	6/9/92 (6/11/86)	Registered	1691197 73-603,631
	SCI	12/8/87 (2/10/86)	Registered	1468046 (73-582,232)
	SCI + Device in Color	3/30/92	8088.1 Singapore	T92/02299Z
	SCI + Device in Color	3/30/92	8008.2 Singapore	T92/02300G
	SCI + Device in Color	3/20/92	8088.4 Singapore	T92/02301E
	SCI	3/8/88 (2/10/86)	Registered	1480109 (73-582,231)
	UNISHELL	10/8/85	8010 USA 81839-174	1364243
	SCI	6/9/92 (9/19/88)	Registered	1690543 (73-752,721)
	SCI	5/31/91	8080 Germany 81839-176	1177083
	SCI	5/15/98 (9/19/97)	France-Registered	97.659799 (97 695799)
	SCI	9/19/97	8081.1 France 818390212	97.659799
	SCI	7/14/89 (11/22/88)	Switzerland-Registered	369720
	SCI	8/4/89 (12/21/88)	Monaco-Registered	12494

SCHEDULE 4.7-14

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Company/Grantor	Trademark	Filing Date (App. Date)	Status	Reg. No. (App. No.)
	SCI	4/1/99 (11/22/88)	Benelux-Registered	454972 (303122)
	SCI	4/16/93 (1/9/90)	U.K.-Registered	1412900 (1412900)
	SCI	3/19/93 (1/9/90)	U.K.-Registered	1412901 (1412901)
	SCI	2/5/93 (1/9/90)	U.K.-Registered	1412902 (1412902)
	SCI	4/20/90 (10/13/88)	Canada-Registered	TMA367906 (617,158)
	SCI	(11/12/99)	Canada-Pending	(617,158)
	SCI	9/13/89	8087 Ireland 81839-185	138591
	SCI + Device	3/30/93	8088.1 Singapore 81839-188	2299/92
	SCI + Device App'n No. T92/02300G	3/3/92	8088.2 Singapore 81839-187	T92/02300G
	SCI + Device App'l'n No. T96/09734Z	12/9/96	8088.3 Singapore 81839-189	T96/09734Z
	SCI + Device	3/30/91	8088.4 Singapore 81839-190	T91/02301E
	SCI SYSTEMS	7/13/92	8089 Thailand 81839-191	BO41162
	SCI SYSTEMS	7/13/92	8089 Thailand 81839-191	Bor1162
	SCI	2/4/90	8093 Brazil 81839-195	815480342
	SCI	n/a	8094 Malaysia 81839-196	n/a
	SCI	3/20/96	8094 Malaysia 81839-228	n/a
	SCI	pending	8094.1 Malaysia 81839-196	n/a
	SCI	1/12/97	8094.2 Malaysia 81839-211	97/18277
	SCI	pending	8094.3 Malaysia 81839-228	n/a
	SCI	pending	8094.4 Malaysia 81839-236	n/a
	FS	12/28/93	8095 USA 81839	1813405
	FS PLUS	10/4/94	8095 USA 81839-198	1856561
	SCI	6/15/94 (1/21/94)	Mexico-Registered	463486 (188625)
	SCI	2/17/98	8100 Hungary 81839-203	148.715
	SCI	5/7/97	European Community- Pending	530220

SCHEDULE 4.7-15

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TRADEMARK

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Company/Guarantor	Trademark	Filing Date (App. Date)	Status	Reg. No. (App. No.)
	SCI	1/1/99	8102 Spain 81839-205	n/a
	SCI	7/28/97	8103 India 81839-206	762986
	SCI	11/1/97	8104 China 81839-207	9700119977
	SCI	filed 10/23/98	8104.1 China 81839-220	1526174
	SCI	1998	8105 Hong Kong 81839-208	B11651
	SCI	pending	8106 Malaysia 81839-210	n/a
	SCI	pending	8106.1 Malaysia 81839-211	n/a
	SCI	6/12/01	8107 Taiwan 81839-223	945669
	SCI	1/1/99	8108 Spain 81839-222	2193331
	SCI	pending	8109 Taiwan 81839-223	87051943
	SCI	6/1/01	8110 Taiwan 81839-89	143644
	SCI	published for opposition	8115 Israel 81839-102	n/a
	SCI	published for opposition	8116 Israel 81839-103	n/a
	SCI	published for opposition	8117 Israel 81839-104	n/a
	SCI	reply OA 2/5/03	8120 Australia 81839-100	n/a
Viking Components, Inc.	VC VALUE and Design	11/8/00 (10/6/99)	European Community - Registered	1335983 (1335983)
	VIKING MEMORY COMPONENTS (EUROPE) LIMITED	7/7/00 (8/26/94)	U.K. - Registered	1582991 (1582991)
	INTELLIFLASH	(7/18/00)	Canada; pending	(1,067,546)
	INTELLIFLASH	12/25/01 (1/18/00)	US; registered	2,523,355 (75-898,151)
	SPEED POWER PERFORMANCE	9/13/01 (1/26/98)	Canada; registered	TMA550,763 (867-355)
	SPEED POWER PERFORMANCE AND DESIGN	7/21/98 (7/24/97)	US; registered	2,175,875 (75-330,228)
	SPEED POWER PERFORMANCE AND DESIGN	4/4/01 (7/18/00)	European Community; registered	1438431 (1438431)
	SPEED POWER PERFORMANCE AND DESIGN	12/25/01 (11/18/99)	US; registered	2,523,301 (75-852,948)
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Austria; registered	001438431

SCHEDULE 4.7-16

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TRADEMARK

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Company/Guarantor	Trademark	Filing Date (App. Date)	Status	Reg. No. (App. No.)
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Benelux; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Germany; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Denmark; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Spain; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Finland; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	France; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	U.K.; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Greece; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Ireland; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Italy; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Jersey; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Portugal; registered	001438431
	SPEED POWER PERFORMANCE (FIGURATIVE MARK)	7/18/00	Sweden; registered	001438431
	VIKING COMPONENTS & DESIGN	(12/20/96)	European Community; pending	(441204)
	VIKING COMPONENTS & DESIGN	10/21/96 (6/24/96)	Germany; registered	39627724 (39627724)
	VIKING COMPONENTS & DESIGN	7/7/00 (8/26/94)	U.K.; registered	1582990 (1582990)
	VIKING COMPONENTS AND DESIGN	4/9/96	Mexico; registered	729707
	VIKING COMPONENTS & DESIGN	(12/23/96)	Norway; pending	(968297)
	VIKING COMPONENTS & DESIGN	12/20/96	Austria; pending	App. No. 000441204

SCHEDULE 4.7-17

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Company/Grantor	Trademark	Filing Date (App. Date)	Status	Reg. No. (App. No.)
	VIKING COMPONENTS & DESIGN	12/20/96	Benelux; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	Germany; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	Denmark; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	Spain; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	Finland; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	France; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	U.K.; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	Greece; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	Ireland; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	Italy; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	Jersey; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	Portugal; pending	App. No. 000441204
	VIKING COMPONENTS & DESIGN	12/20/96	Sweden; pending	App. No. 000441204
	NETMEMORY	(6/4/99)	US; pending	(75/722,358)
	VC VALUE	(1/4/00)	Colombia; registered	233390
	VC VALUE AND DESIGN	1/5/01 (2/3/00)	Australia; registered	822277 (822277)
	VC VALUE AND DESIGN	(1/27/00)	Brazil; pending	(822421046)
	VC VALUE	5/13/02 (1/10/00)	Canada; registered	TMA 550,763
	VC VALUE AND DESIGN	1/24/00	China; registered	1566448
	VCVALUE	11/7/00 (10/5/99)	European Community TDMK; registered	1334028 (1334028)
	VC VALUE	2/15/00	Mexico; registered	647176
	VC VALUE	10/9/01 (1/14/00)	New Zealand; registered	606065
	VC VALUE and Design	1/28/00	Singapore; registered	T00/01301H
	VC VALUE	1/28/00	Singapore; registered	T00/01302F
	VCVALUE	12/25/01 (6/1/99)	US; registered	2,523,164 (75-717,521)
	VCVALUE (DESIGN)	10/5/99	Austria; registered	001334028
	VCVALUE (DESIGN)	10/5/99	Benelux; registered	001334028
	VCVALUE (DESIGN)	10/5/99	Germany; registered	001334028

SCHEDULE 4.7-18

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TRADEMARK

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Company/Guarantor	Trademark	Filing Date (App. Date)	Status	Reg. No. (App. No.)
	VCVALUE (DESIGN)	10/5/99	Denmark; registered	001334028
	VCVALUE (DESIGN)	10/5/99	Spain; registered	001334028
	VCVALUE (DESIGN)	10/5/99	Finland; registered	001334028
	VCVALUE (DESIGN)	10/5/99	France; registered	001334028
	VCVALUE (DESIGN)	10/5/99	U.K.; registered	001334028
	VCVALUE (DESIGN)	10/5/99	Greece; registered	001334028
	VCVALUE (DESIGN)	10/5/99	Ireland; registered	001334028
	VCVALUE (DESIGN)	10/5/99	Italy; registered	001334028
	VCVALUE (DESIGN)	10/5/99	Jersey; registered	001334028
	VCVALUE (DESIGN)	10/5/99	Portugal; registered	001334028
	VCVALUE (DESIGN)	10/5/99	Sweden; registered	001334028
	VCVALUE (DESIGN)	2/3/00	Australia; registered	822279 (822279)
	VCVALUE (DESIGN)	1/25/01 (1/27/00)	Brazil; pending	(822462583)
	VCVALUE and Design	(1/10/00)	Canada; pending	(042,029)
	VCVALUE and Design	1/24/00	China; registered	1528394
	VCVALUE and Design	(1/4/00)	Colombia; registered	233389
	VCVALUE and Design	2/15/00	Mexico; registered	652666
	VCVALUE and Design	12/7/00 (1/14/00)	New Zealand; registered	606066
	VCVALUE (DESIGN)	1/28/00	Singapore; registered	T00/01301H
	VCVALUE and Design	12/25/01 (6/25/99)	US; registered	2,523,183 (75-737,345)
	VIKING COMPONENTS and DESIGN	9/23/97 (10/20/95)	US; registered	2,098,646 (75-008,235)
	VIKING COMPONENTS	2/5/98 (8/27/96)	Canada; registered	TMA489,359 (821,793)
	VIKING ON BOARD	5/29/01 (11/13/98)	US; registered	2,456,056 (75-666,582)
	VIKING COMPONENTS and Design	4/11/02 (9/3/98)	Australia; registered	772025
	VIKING COMPONENTS and Design	9/4/98	Singapore; registered	T98/08978F
	VIKING COMPONENTS and Design	2/8/01 (9/2/98)	New Zealand; registered	297634
SCI Technology, Inc.	SCI/FORTUNE	11/27/91 (12/21/90)	Mexico - Registered	402298 (103689)
	FORTUNE	2/10/90 (2/15/88)	Italy - Registered	522386 (1012088)
	FORTUNE	10/28/88 (5/26/88)	Monaco - Registered	12064
EOG Incorporated	EOG	10/31/00 (12/29/99)	US - Registered	2,400,290 (75-882,924)

(F) Trademark Licenses

SCHEDULE 4.7-19

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1. Hadco Santa Clara, Inc. licenses "BC and Design", Registration No. 1,885,918, "ZBC-2000" Registration No. 1,885,919, and the unregistered trademark "ZBC-1000" to the Fabricator Licensees and the Laminator Licensees, as defined above.

(G) Trade Secret Licenses

None.

(H) Intellectual Property Matters

Matters disclosed in Saumina-SCI Corporation's Annual Report on Form 10-K for the fiscal year ended September 28, 2002.

SCHEDULE 4.8
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor	Commercial Tort Claims
SCI Systems, Inc.	Unfair competition counterclaim against Amphenol Corporation

**EXHIBIT A
TO PLEDGE AND SECURITY AGREEMENT**

PLEDGE SUPPLEMENT

This **PLEDGE SUPPLEMENT**, dated [mm/dd/yy], is delivered pursuant to the Pledge and Security Agreement, dated as of December 23, 2002 (as it may be from time to time amended, restated, modified or supplemented, the "**Security Agreement**"), among **SANMINA-SCI CORPORATION**, the other Grantors named therein, and **LASALLE BUSINESS CREDIT, INC.**, as Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Grantor hereby confirms the grant to Collateral Agent set forth in the Security Agreement of, and does hereby grant to Collateral Agent, a security interest in all of Grantor's right, title and interest in and to all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. Grantor represents and warrants that the attached Supplements to Schedules accurately and completely set forth all additional information required pursuant to the Security Agreement and hereby agrees that such Supplements to Schedules shall constitute part of the Schedules to the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of [mm/dd/yy].

[NAME OF GRANTOR]

By: _____
Name:
Title:

EXHIBIT B
TO PLEDGE AND SECURITY AGREEMENT

UNCERTIFICATED SECURITIES CONTROL AGREEMENT

This Uncertificated Securities Control Agreement, dated as of [____], 200[___] (this "Agreement"), among [____] (the "Pledgor"), LASALLE BUSINESS CREDIT, INC., as collateral agent for the Credit Facility Secured Parties (as defined below) (the "Credit Facility Collateral Agent"), STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., as collateral agent for the Holders (as defined below) (the "Notes Collateral Agent"; and collectively with the Credit Facility Collateral Agent, the "Collateral Agents"), and [____], a [____][corporation] (the "Issuer"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York.

RECITALS:

A. Pursuant to the terms and conditions of one or more security agreements (as the same may from time to time be amended, restated or otherwise modified, the "Security Agreement"), the Pledgor granted to certain secured parties (the "Credit Facility Secured Parties") represented therein by the Credit Facility Collateral Agent a security interest in and lien upon, among other things, all of the Pledgor's right title and interest in and to the Pledged Shares (as defined below).

B. Pursuant to the terms and conditions of one or more security agreements, the Pledgor has granted or will grant a security interest in and lien upon, among other things, the Pledged Shares to the Notes Collateral Agent for the benefit of the holders (the "Holders") of ___% Senior Secured Notes due 2009 issued by Sanmina-SCI Corporation, a Delaware corporation.

C. The Pledgor, the Credit Facility Collateral Agent, the Notes Collateral Agent and the Issuer are entering into this Agreement to perfect the above-mentioned security interest in the Pledged Shares.

Section 1. Registered Ownership of Shares. The Issuer hereby confirms and agrees that as of the date hereof the Pledgor is the registered owner of [____] shares of the Issuer's [common] stock (the "Pledged Shares") and the Issuer shall not change the registered owner of the Pledged Shares without the prior written consent of the Notice Party. As used herein, "Notice Party" shall mean: (a) the Credit Facility Collateral Agent at all times prior to the date on which a Notice of Termination is received by the Issuer from the Credit Facility Collateral Agent pursuant to Section 9 herein, and (b) the Notes Collateral Agent at all times after the date on which a Notice of Termination is received by the Issuer from the Credit Facility Collateral Agent pursuant to Section 9 herein. For the avoidance of doubt, there shall at no time be more than one Notice Party.

Section 2. Instructions. If at any time the Issuer shall receive instructions originated by the Notice Party relating to the Pledged Shares, the Issuer shall comply with such instructions without further consent by the Pledgor or any other person.

Section 3. Additional Representations and Warranties and Covenants of the Issuer. The Issuer hereby represents and warrants to, and agrees with, each Collateral Agent:

(a) It has not entered into, and until the termination of the this Agreement will not enter into, any agreement with any other person relating the Pledged Shares pursuant to which it has agreed to comply with instructions issued by such other person;

(b) It has not entered into, and until the termination of this Agreement will not enter into, any agreement with the Pledgor or either Collateral Agent purporting to limit or condition the obligation of the Issuer to comply with instructions as set forth in Section 2 hereof; and

(c) Except for the claims and interest of Collateral Agents and of the Pledgor in the Pledged Shares, the Issuer does not know of any claim to, or interest in, the Pledged Shares. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Pledged Shares, the Issuer will promptly notify each Collateral Agent and the Pledgor thereof.

(d) This Agreement is the valid and legally binding obligation of the Issuer.

Section 4. Choice of Law. This Agreement shall be governed by the laws of the State of New York.

Section 5. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail. No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto.

Section 6. Voting Rights. Until such time as the Notice Party shall otherwise instruct the Issuer in writing, the Pledgor shall have the right to vote the Pledged Shares.

Section 7. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law.

Section 8. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Pledgor: [INSERT ADDRESS]
Attention:
Telecopier:

Credit Facility
Collateral Agent: [INSERT ADDRESS]
Attention:
Telecopier:

Notes
Collateral Agent: [INSERT ADDRESS]
Attention:
Telecopier:

Issuer: [INSERT ADDRESS]
Attention:
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 9. Termination. This Agreement shall remain in effect until receipt by the Issuer of written notices from each of the Credit Facility Collateral Agent and the Notes Collateral Agent in substantially the form of Exhibit A hereto (a "Notice of Termination"). This Agreement shall terminate with respect to the Credit Facility Collateral Agent, but shall remain in effect with respect to the Issuer and the Notes Collateral Agent, upon receipt by the Issuer (with a copy to the Notes Collateral Agent) of a Notice of Termination signed by the Credit Facility Collateral Agent. This Agreement shall terminate with respect to the Notes Collateral Agent, but shall remain in effect with respect to the Issuer and the Credit Facility Collateral Agent, upon receipt by the Issuer (with a copy to the Credit Facility Collateral Agent) of a Notice of Termination from the Notes Collateral Agent. Each Collateral Agent agrees to provide a Notice of Termination in substantially the form of Exhibit A hereto to the Issuer upon the request of the Pledgor on or after the termination of such Collateral Agent's security interest in the Pledged Shares pursuant to the terms of its applicable security agreement. The termination of this Agreement shall not terminate the Pledged Shares or alter the obligations of the Issuer to the Pledgor pursuant to any other agreement with respect to the Pledged Shares.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Remainder of page intentionally left blank.]

[NAME OF PLEDGOR]

By: _____
 Name:
 Title:

LASALLE BUSINESS CREDIT, INC.,
 as Credit Facility Collateral Agent

By: _____
 Name:
 Title:

**STATE STREET BANK AND TRUST
 COMPANY OF CALIFORNIA, N.A.,**
 as Notes Collateral Agent

By: _____
 Name:
 Title:

[NAME OF ISSUER]

By: _____
 Name:
 Title:

Exhibit A

[Letterhead of Applicable Collateral Agent]

[Date]

[Name and Address of Issuer]

Attention: _____

Re: Termination of Uncertificated Securities Control Agreement

Reference is hereby made to the Uncertificated Securities Control Agreement among you, **[NAME OF THE PLEDGOR]**, **LASALLE BUSINESS CREDIT, INC.**, as Credit Facility Collateral Agent, and **STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A.**, as Notes Collateral Agent (a copy of which is attached). Capitalized terms used herein and not defined herein, shall have the meanings assigned to such terms in such Uncertificated Securities Control Agreement.

You are hereby notified that the Uncertificated Securities Control Agreement is terminated with respect to the undersigned and you have no further obligations to the undersigned thereunder. **[IF THE UNCERTIFICATED SECURITIES CONTROL AGREEMENT IS BEING TERMINATED AS TO ALL PARTIES, ADD: Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to the Pledged Shares from the Pledgor.]** This notice terminates any obligations you may have to the undersigned with respect to the Pledged Shares; however nothing contained in this notice shall alter any obligations which you may otherwise owe to **[NAME OF THE PLEDGOR]** pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to **[NAME OF THE PLEDGOR]**.

Very truly yours,

**[LASALLE BUSINESS CREDIT, INC.,
as Credit Facility Collateral Agent]
[STATE STREET BANK AND TRUST
COMPANY OF CALIFORNIA, N.A.],
as Notes Collateral Agent]**

By: _____
Name:
Title:

cc: **[NAME OF THE PLEDGOR]
[LASALLE BUSINESS CREDIT, INC.]
[STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A.]**

Exhibit B-A-1

**TRADEMARK
REEL: 002597 FRAME: 0300**

EXHIBIT C
TO PLEDGE AND SECURITY AGREEMENT

SECURITIES ACCOUNT CONTROL AGREEMENT

This Securities Account Control Agreement, dated as of [____], 200[] (this "Agreement"), among [____] (the "Debtor"), **LASALLE BUSINESS CREDIT, INC.**, as collateral agent for the Credit Facility Secured Parties (as defined below) (the "Credit Facility Collateral Agent"), **STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A.**, as collateral agent for the Holders (as defined below) (the "Notes Collateral Agent"; and collectively with the Credit Facility Collateral Agent, the "Collateral Agents"), and [____], in its capacity as a "securities intermediary" as defined in Section 8-102 of the UCC (in such capacity, the "Securities Intermediary"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York.

RECITALS

A. Pursuant to the terms and conditions of one or more security agreements (as the same may from time to time be amended, restated or otherwise modified, the "Security Agreement"), the Debtor granted to certain secured parties (the "Credit Facility Secured Parties") represented therein by the Credit Facility Collateral Agent a security interest in and lien upon, among other things, all of the Debtor's right title and interest in and to the Securities Account (as defined below) and all funds and other property from time to time held therein or credited thereto (collectively, the "Collateral").

B. Pursuant to the terms and conditions of one or more security agreements, the Debtor has granted or will grant a security interest in and lien upon, among other things, the Collateral to the Notes Collateral Agent for the benefit of the holders (the "Holders") of ___% Senior Secured Notes due 2009 issued by Sanmina-SCI Corporation, a Delaware corporation.

C. The Debtor, the Credit Facility Collateral Agent, the Notes Collateral Agent and the Securities Intermediary are entering into this Agreement to perfect the above-mentioned security interest in the Collateral.

Section 1. Establishment of Securities Account. The Securities Intermediary hereby confirms and agrees that:

(a) The Securities Intermediary has established account number **[IDENTIFY ACCOUNT NUMBER]** in the name "**[IDENTIFY EXACT TITLE OF ACCOUNT]**" (such account and any successor account, the "Securities Account") and the Securities Intermediary shall not change the name or account number of the Securities Account without the prior written consent of the Notice Party (as defined below);

(b) All securities or other property underlying any financial assets credited to the Securities Account shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Securities Account be registered in the name of the Debtor, payable to the order of the Debtor or specially indorsed to the Debtor except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank;

(c) All property delivered to the Securities Intermediary pursuant to the Security Agreement will be promptly credited to the Securities Account; and

(d) The Securities Account is a "securities account" within the meaning of Section 8-501 of the UCC.

As used herein, "Notice Party" shall mean: (a) the Credit Facility Collateral Agent at all times prior to the date on which a Notice of Termination is received by the Issuer from the Credit Facility Collateral Agent pursuant to Section 13 herein, and (b) the Notes Collateral Agent at all times after the date on which a Notice of Termination is received by the Issuer from the Credit Facility Collateral Agent pursuant to Section 13 herein. For the avoidance of doubt, there shall at no time be more than one Notice Party.

Section 2. "Financial Assets" Election. The Securities Intermediary hereby agrees that each item of property (including, without limitation, any investment property, financial asset, security, instrument, general intangible or cash) credited to the Securities Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the UCC.

Section 3. Control of the Securities Account. If at any time the Securities Intermediary shall receive any order from the Notice Party directing transfer or redemption of any financial asset relating to the Securities Account, the Securities Intermediary shall comply with such entitlement order without further consent by the Debtor or any other person. If the Debtor is otherwise entitled to issue entitlement orders and such orders conflict with any entitlement order issued by the Notice Party, the Securities Intermediary shall follow the orders issued by the applicable Collateral Agent.

Section 4. Subordination of Lien; Waiver of Set-Off. In the event that the Securities Intermediary has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Securities Account or any security entitlement credited thereto, the Securities Intermediary hereby agrees that such security interest shall be subordinate to the security interest of each Collateral Agent. The financial assets and other items deposited to the Securities Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person other than the Collateral Agents (except that the Securities Intermediary may set off (i) all amounts due to the Securities Intermediary in respect of customary fees and expenses for the routine maintenance and operation of the Securities Account and (ii) the face amount of any checks which have been credited to such Securities Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 5. Choice of Law. This Agreement and the Securities Account shall each be governed by the laws of the State of New York. Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction (within the meaning of Section 8-110 of the UCC) and the Securities Account (as well as the securities entitlements related thereto) shall be governed by the laws of the State of New York.

Section 6. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto;

(c) The Securities Intermediary hereby confirms and agrees that:

(i) There are no other agreements entered into between the Securities Intermediary and the Debtor with respect to the Securities Account;

(ii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with any other person relating to the Securities Account and/or

any financial assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) of such other person; and

(iii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with the Debtor or either Collateral Agent purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 3 hereof.

Section 7. Adverse Claims. Except for the claims and interest of the Collateral Agents and of the Debtor in the Securities Account, the Securities Intermediary does not know of any claim to, or interest in, the Securities Account or in any "financial asset" (as defined in Section 8-102(a) of the UCC) credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Securities Account or in any financial asset carried therein, the Securities Intermediary will promptly notify the Collateral Agents and the Debtor thereof.

Section 8. Maintenance of Securities Account. In addition to, and not in lieu of, the obligation of the Securities Intermediary to honor entitlement orders as agreed in Section 3 hereof, the Securities Intermediary agrees to maintain the Securities Account as follows:

(a) Notice of Sole Control. If at any time the Notice Party delivers to the Securities Intermediary a Notice of Sole Control in substantially the form set forth in Exhibit A hereto, the Securities Intermediary agrees that after receipt of such notice, it will take all instruction with respect to the Securities Account solely from the Notice Party.

(b) Voting Rights. Until such time as the Securities Intermediary receives a Notice of Sole Control pursuant to Section 8(a), the Debtor shall direct the Securities Intermediary with respect to the voting of any financial assets credited to the Securities Account.

(c) Permitted Investments. Until such time as the Securities Intermediary receives a Notice of Sole Control signed by the Notice Party, the Debtor shall direct the Securities Intermediary with respect to the selection of investments to be made for the Securities Account; provided, however, that the Securities Intermediary shall not honor any instruction to purchase any investments other than investments of a type described on Exhibit B hereto.

(d) Statements and Confirmations. Upon request from the Notice Party, the Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Securities Account and/or any financial assets credited thereto simultaneously to each of the Debtor and each Collateral Agent at the address for each set forth in Section 12 of this Agreement.

(e) Tax Reporting. All items of income, gain, expense and loss recognized in the Securities Account shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 9. Representations, Warranties and Covenants of the Securities Intermediary. The Securities Intermediary hereby makes the following representations, warranties and covenants:

(a) The Securities Account has been established as set forth in Section 1 above and such Securities Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Agreement is the valid and legally binding obligation of the Securities Intermediary.

Section 10. Indemnification of Securities Intermediary. The Debtor and each Collateral Agent hereby agree that (a) the Securities Intermediary is released from any and all liabilities to the Debtor and each Collateral Agent arising from the terms of this Agreement and the compliance of the Securities Intermediary with the terms hereof, except to the extent that such liabilities arise from the Securities Intermediary's negligence and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Securities Intermediary from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Securities Intermediary with the terms hereof, except to the extent that such arises from the Securities Intermediary's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 11. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law.

Section 12. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Debtor: [INSERT ADDRESS]
Attention:
Telecopier:

Credit Facility
Collateral Agent: [INSERT ADDRESS]
Attention:
Telecopier:

Notes
Collateral Agent: [INSERT ADDRESS]
Attention:
Telecopier:

Securities Intermediary: [INSERT ADDRESS]
Attention:
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 13. Termination. This Agreement shall remain in effect until receipt by the Securities Intermediary of written notices from each of the Credit Facility Collateral Agent and the Notes Collateral Agent in substantially the form of Exhibit C hereto (a "Notice of Termination"). The rights and powers granted to each of the Credit Facility Collateral Agent and the Notes Collateral Agent in this Agreement are powers coupled with an interest and will not be affected by the insolvency or bankruptcy of the Debtor nor by the lapse of time. This Agreement shall terminate with respect to the Credit Facility Collateral Agent, but shall remain in effect with respect to the Securities Intermediary, the Debtor and the Notes Collateral Agent, upon receipt by the Securities Intermediary (with a copy to the Notes Collateral Agent) of a Notice of Termination signed by the Credit Facility Collateral Agent. This Agreement shall terminate with respect to the Notes Collateral Agent, but shall remain in effect with respect to the Securities Intermediary, the Debtor and the Credit Facility Collateral Agent, upon receipt by the Securities

Intermediary (with a copy to the Credit Facility Collateral Agent) of a Notice of Termination from the Notes Collateral Agent. The termination of this Agreement shall not terminate the Securities Account or alter the obligations of the Securities Intermediary to the Debtor pursuant to any other agreement with respect to the Securities Account.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Securities Account Agreement to be executed as of the date first above written by their respective officers thereunto authorized.

[DEBTOR]

By: _____
Name:
Title:

LASALLE BUSINESS CREDIT, INC.,
as Credit Facility Collateral Agent

By: _____
Name:
Title:

**STATE STREET BANK AND TRUST
COMPANY OF CALIFORNIA, N.A.,**
as Notes Collateral Agent

By: _____
Name:
Title:

[NAME OF SECURITIES INTERMEDIARY],
as Securities Intermediary

By: _____
Name:
Title:

EXHIBIT A
TO SECURITIES ACCOUNT CONTROL AGREEMENT

[Letterhead of Applicable Collateral Agent]

[Date]

[Name and Address of Securities Intermediary]

Attention:

Re: Notice of Sole Control

Ladies and Gentlemen:

Reference is hereby made to the Securities Account Control Agreement dated as of [____], 200[___] among you, [NAME OF THE DEBTOR], LASALLE BUSINESS CREDIT, INC., as Credit Facility Collateral Agent, and STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., as Notes Collateral Agent (a copy of which is attached). Capitalized terms used herein and not defined herein, shall have the meanings assigned to such terms in such Securities Account Control Agreement. Capitalized terms used herein and not defined herein, shall have the meanings assigned to such terms in such Securities Account Control Agreement.

As referenced in the Securities Account Control Agreement, we hereby give you notice of our sole control over securities account number [_____] (the "Securities Account") and all financial assets credited thereto. You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the Securities Account or the financial assets credited thereto from any person other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

[LASALLE BUSINESS CREDIT, INC.,
as Credit Facility Collateral Agent]
[STATE STREET BANK AND TRUST
COMPANY OF CALIFORNIA, N.A.],
as Notes Collateral Agent]

By: _____
Name:
Title:

cc: [NAME OF THE DEBTOR]
[LASALLE BUSINESS CREDIT, INC.]
[STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A.]

EXHIBIT B
TO SECURITIES ACCOUNT CONTROL AGREEMENT

Permitted Investments

[to come]

EXHIBIT C
TO SECURITIES ACCOUNT CONTROL AGREEMENT

[Letterhead of Applicable Collateral Agent]

[Date]

[Name and Address of Securities Intermediary]

Attention:

Re: Termination of Securities Account Control Agreement

Reference is made to the Securities Account Control Agreement dated as of [____], 200[] among you, [NAME OF THE DEBTOR], LASALLE BUSINESS CREDIT, INC., as Credit Facility Collateral Agent, and STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., as Notes Collateral Agent (a copy of which is attached). Capitalized terms used herein and not defined herein, shall have the meanings assigned to such terms in such Securities Account Control Agreement.

You are hereby notified that the Securities Account Control Agreement is terminated with respect to the undersigned and you have no further obligations to the undersigned thereunder. **[IF THE SECURITIES ACCOUNT CONTROL AGREEMENT IS BEING TERMINATED AS TO ALL PARTIES, ADD: Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to the Collateral from the Debtor.]** This notice terminates any obligations you may have to the undersigned with respect to the Collateral; however nothing contained in this notice shall alter any obligations which you may otherwise owe to the Debtor pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

[LASALLE BUSINESS CREDIT, INC.,
as Credit Facility Collateral Agent]
[STATE STREET BANK AND TRUST
COMPANY OF CALIFORNIA, N.A.],
as Notes Collateral Agent]

By: _____
Name:
Title:

cc: [NAME OF THE DEBTOR]
[LASALLE BUSINESS CREDIT, INC.]
[STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A.]

Exhibit C-C-1

TRADEMARK
REEL: 002597 FRAME: 0309

EXHIBIT D
TO PLEDGE AND SECURITY AGREEMENT

DEPOSIT ACCOUNT CONTROL AGREEMENT

This Deposit Account Control Agreement dated as of [____], 200[___] (this "Agreement") among [____] (the "Debtor"), LASALLE BUSINESS CREDIT, INC., as collateral agent for the Credit Facility Secured Parties (as defined below) (the "Credit Facility Collateral Agent"), STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., as collateral agent for the Holders (as defined below) (the "Notes Collateral Agent"; and collectively with the Credit Facility Collateral Agent, the "Collateral Agents"), and [____], in its capacity as a "bank" as defined in Section 9-102 of the UCC (in such capacity, the "Financial Institution"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York.

RECITALS

A. Pursuant to the terms and conditions of one or more security agreements (as the same may from time to time be amended, restated or otherwise modified, the "Security Agreement"), the Debtor granted to certain secured parties (the "Credit Facility Secured Parties") represented therein by the Credit Facility Collateral Agent a security interest in and lien upon, among other things, all of the Debtor's right title and interest in and to the Deposit Account (as defined below) and all funds and other property from time to time held therein or credited thereto (collectively, the "Collateral").

B. Pursuant to the terms and conditions of one or more security agreements, the Debtor has granted or will grant a security interest in and lien upon, among other things, the Collateral to the Notes Collateral Agent for the benefit of the holders (the "Holders") of ___% Senior Secured Notes due 2009 issued by Sanmina-SCI Corporation, a Delaware corporation.

C. The Debtor, the Credit Facility Collateral Agent, the Notes Collateral Agent and the Securities Intermediary are entering into this Agreement to perfect the above-mentioned security interest in the Collateral.

Section 1. Establishment of Deposit Account. The Financial Institution hereby confirms and agrees that:

(a) The Financial Institution has established account number [IDENTIFY ACCOUNT NUMBER] in the name "[IDENTIFY EXACT TITLE OF ACCOUNT]" (such account and any successor account, the "Deposit Account") and the Financial Institution shall not change the name or account number of the Deposit Account without the prior written consent of the Notice Party (as defined below); and

(b) The Deposit Account is a "deposit account" within the meaning of Section 9-102(a)(29) of the UCC.

As used herein, "Notice Party" shall mean: (a) the Credit Facility Collateral Agent at all times prior to the date on which a Notice of Termination is received by the Issuer from the Credit Facility Collateral Agent pursuant to Section 12 herein, and (b) the Notes Collateral Agent at all times after the date on which a Notice of Termination is received by the Issuer from the Credit Facility Collateral Agent pursuant to Section 12 herein. For the avoidance of doubt, there shall at no time be more than one Notice Party.

Section 2. Control of the Deposit Account. If at any time the Financial Institution shall receive any instructions originated by the Notice Party directing the disposition of funds in the Deposit Account, the Financial Institution shall comply with such instructions without further consent by the Debtor

or any other person. The Financial Institution hereby acknowledges that it has received notice of the security interest of each Collateral Agent in the Deposit Account and hereby acknowledges and consents to such lien.

Section 3. Subordination of Lien; Waiver of Set-Off. In the event that the Financial Institution has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Deposit Account or any funds credited thereto, the Financial Institution hereby agrees that such security interest shall be subordinate to the security interest of each Collateral Agent. Money and other items credited to the Deposit Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person other than the Collateral Agents (except that the Financial Institution may set off (i) all amounts due to the Financial Institution in respect of customary fees and expenses for the routine maintenance and operation of the Deposit Account and (ii) the face amount of any checks which have been credited to such Deposit Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 4. Choice of Law. This Agreement and the Deposit Account shall each be governed by the laws of the State of New York. Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the Financial Institution's jurisdiction (within the meaning of Section 9-304 of the UCC) and the Deposit Account shall be governed by the laws of the State of New York.

Section 5. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto; and

(c) The Financial Institution hereby confirms and agrees that:

(i) There are no other agreements entered into between the Financial Institution and the Debtor with respect to the Deposit Account; and

(ii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with any other person relating to the Deposit Account and/or any funds credited thereto pursuant to which it has agreed to comply with instructions originated by such persons as contemplated by Section 9-104 of the UCC.

Section 6. Adverse Claims. Except for the claims and interest of the Collateral Agents and of the Debtor in the Deposit Account, the Financial Institution does not know of any liens, claims or encumbrances relating to the Deposit Account. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Deposit Account, the Financial Institution will promptly notify each Collateral Agent and the Debtor thereof.

Section 7. Maintenance of Deposit Account. In addition to, and not in lieu of, the obligation of the Financial Institution to honor instructions as set forth in Section 2 hereof, the Financial Institution agrees to maintain the Deposit Account as follows:

(a) Statements and Confirmations. Upon request from the Notice Party, the Financial Institution will promptly send copies of all statements, confirmations and other correspondence concerning the Deposit Account simultaneously to each of the Debtor and each Collateral Agent at the address for each set forth in Section 11 of this Agreement; and

(b) **Tax Reporting.** All interest, if any, relating to the Deposit Account, shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 8. Representations, Warranties and Covenants of the Financial Institution. The Financial Institution hereby makes the following representations, warranties and covenants:

(a) The Deposit Account has been established as set forth in Section 1 and such Deposit Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Agreement is the valid and legally binding obligation of the Financial Institution.

Section 9. Indemnification of Financial Institution. The Debtor and each Collateral Agent hereby agree that (a) the Financial Institution is released from any and all liabilities to the Debtor and each Collateral Agent arising from the terms of this Agreement and the compliance of the Financial Institution with the terms hereof, except to the extent that such liabilities arise from the Financial Institution's negligence and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Financial Institution from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Financial Institution with the terms hereof, except to the extent that such arises from the Financial Institution's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 10. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law.

Section 11. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Debtor: [INSERT ADDRESS]
Attention:
Telecopier:

Credit Facility
Collateral Agent: [INSERT ADDRESS]
Attention:
Telecopier:

Notes
Collateral Agent: [INSERT ADDRESS]
Attention:
Telecopier:

Financial Institution: [INSERT ADDRESS]
Attention:
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 12. Termination. This Agreement shall remain in effect until receipt by the Financial Institution of written notices from each of the Credit Facility Collateral Agent and the Notes Collateral Agent in substantially the form of Exhibit A hereto (a "Notice of Termination"). The rights and powers granted to each of the Credit Facility Collateral Agent and the Notes Collateral Agent in this Agreement are powers coupled with an interest and will not be affected by the insolvency or bankruptcy of the Debtor nor by the lapse of time. This Agreement shall terminate with respect to the Credit Facility Collateral Agent, but shall remain in effect with respect to the Financial Institution, the Debtor and the Notes Collateral Agent, upon receipt by the Financial Institution (with a copy to the Notes Collateral Agent) of a Notice of Termination signed by the Credit Facility Collateral Agent. This Agreement shall terminate with respect to the Notes Collateral Agent, but shall remain in effect with respect to the Financial Institution, the Debtor and the Credit Facility Collateral Agent, upon receipt by the Financial Institution (with a copy to the Agent) of a Notice of Termination from the Notes Collateral Agent. The termination of this Agreement shall not terminate the Deposit Account or alter the obligations of the Financial Institution to the Debtor pursuant to any other agreement with respect to the Deposit Account.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Deposit Account Agreement to be executed as of the date first above written by their respective officers thereunto authorized.

[DEBTOR]

By: _____
Name:
Title:

LASALLE BUSINESS CREDIT, INC.,
as Credit Facility Collateral Agent

By: _____
Name:
Title:

**STATE STREET BANK AND TRUST
COMPANY OF CALIFORNIA, N.A.,**
as Notes Collateral Agent

By: _____
Name:
Title:

[NAME OF FINANCIAL INSTITUTION],
as Financial Institution

By: _____
Name:
Title:

EXHIBIT A
TO DEPOSIT ACCOUNT CONTROL AGREEMENT

[Letterhead of Applicable Collateral Agent]

[Date]

[Name and Address of Financial Institution]

Attention:

Re: Termination of Deposit Account Control Agreement

Reference is hereby made to the Deposit Account Control Agreement dated as of [_____], 200[] among [NAME OF THE DEBTOR], you LASALLE BUSINESS CREDIT, INC., as Credit Facility Collateral Agent, and STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A., as Notes Collateral Agent (a copy of which is attached). Capitalized terms used herein and not defined herein, shall have the meanings assigned to such terms in such Deposit Account Control Agreement.

You are hereby notified that the Deposit Account Control Agreement is terminated with respect to the undersigned and you have no further obligations to the undersigned thereunder. **[IF THE DEPOSIT ACCOUNT CONTROL AGREEMENT IS BEING TERMINATED AS TO ALL PARTIES, ADD: Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to the Collateral from the Debtor.]** This notice terminates any obligations you may have to the undersigned with respect to the Collateral; however nothing contained in this notice shall alter any obligations which you may otherwise owe to the Debtor pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

[LASALLE BUSINESS CREDIT, INC.],
as Credit Facility Collateral Agent]
[STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A.],
as Notes Collateral Agent]

By: _____
Name:
Title:

cc: [NAME OF THE DEBTOR]
[LASALLE BUSINESS CREDIT, INC.]
[STATE STREET BANK AND TRUST COMPANY OF CALIFORNIA, N.A.]

Exhibit D-A-1