

07-19-2002

D \$

Form PTO-159
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨



102157224

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

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

1. Name of conveying party(ies):

Western Digital Technologies, Inc.

4-5-02

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other Fifth Amendment to Sec.
Agreement

Execution Date: March 29, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: _____

Street Address: 350 S. Beverly DriveSuite 200City: Beverly Hills State: CA Zip: 90212Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

10/003,801 10/004,159 09/999,888
10/003,943 10/003,174 10/004,231

Additional numbers attached? ☒ Yes ☐ No

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

Name: Murphy Sheneman Julian & RogersInternal Address: Bryan Snyder, ParalegalStreet Address: 2049 Century Park EastSuite 2100City: Los Angeles State: CA Zip: 900676. Total number of applications and patents involved: 477. Total fee (37 CFR 3.41).....\$ 1880⁰⁰

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bryan Snyder, Paralegal

Name of Person Signing

[Signature]
SignatureApril 2, 2002

Date

07/18/2002 DBYRNE 00000172 200052 10003801

Total number of pages including cover sheet, attachments, and documents: 10

01 FC:581

1880.00 CH

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

PATENT
REEL: 012923 FRAME: 0924

PTO EXHIBIT

WDT ISSUED AND PENDING PATENTS

K35:	Patent #	Serial #:	Filing Date	Issue Date	SBU	Assignee	No.
A0482		10/003,801	10/23/2001				1
A0759		10/003,943	10/23/2001				2
A0992		10/004,159	10/31/2001				3
A0929		10/003,174	10/31/2001				4
A0859			10/31/2001				5
A0843		09/999,888	10/31/2001				6
A0840		10/004,231	10/31/2001				7
A0764		10/004,433	10/31/2001				8
A0842		10/011,164	11/30/2001				9
A0996		10/008,764	11/30/2001				10
A0999		10/008,763	11/30/2001				11
A0827		10/011,163	11/30/2001				12
A0889		10/010,012	11/30/2001				13
A0347		10/010,673	11/30/2001				14
A0988		09/996,686	11/30/2001				15
A0853		10/010,672	11/30/2001				16
A0965		10/008,707	11/30/2001				17
A1004		10/010,671	11/30/2001				18
A1007		10/015,147	12/10/2001				19
A1046		10/022,152	12/14/2001				20
A1047		10/022,155	12/14/2001				21
A0841		10/029,610	12/20/2001				22
A0713		10/035,762	12/21/2001				23
A0997		10/028,329	12/22/2001				24
A1045		10/062,676	1/31/2002				25
A1044		10/062,919	1/31/2002				26
A1043		10/062,837	1/31/2002				27
A1030		10/062,955	1/31/2002				28
A0854		10/062,951	1/31/2002				29

K35:	Patent #	Serial #:	Filing Date	Issue Date	SBU	Assignee	No.
A0810		10/062,836	1/31/2002				30
A0905		10/062,835	1/31/2002				31
A0930		10/062,963	1/31/2002				32
A0947		10/066,208	1/31/2002				33
A0998		10/066,192	1/31/2002				34
A1000		10/066,223	1/31/2002				35
A1056		10/080,849	2/22/2002				36
A1018		10/080,786	2/22/2002				37
A1008		10/080,850	2/22/2002				38
A0462		10/080,784	2/22/2002				39
A1009		10/080,780	2/22/2002				40
A1083		10/083,745	2/25/2002				41
A1022		10/086,470	2/28/2002				42
A1011		10/087,893	2/28/2002				43
A0912		10/087,550	2/28/2002				44
A1084			2/28/2002				45
A1002		10/087,674	2/28/2002				46
A0881		10/086,469	2/28/2002				47

**FIFTH AMENDMENT TO PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS FIFTH AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Fifth Amendment") is made as of March 29, 2002, by and between WESTERN DIGITAL TECHNOLOGIES, INC., a Delaware corporation formerly known as Western Digital Corporation ("Borrower") (Borrower and any other party who becomes a grantor hereunder are collectively referred to as "Grantors" and each individually as a "Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as administrative agent (in such capacity, "Administrative Agent" or "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

RECITALS

A. Agent, Bank of America, N.A., as documentation agent for Lenders ("Documentation Agent"; Administrative Agent and Documentation Agent are collectively referred to as "Co-Agents" and each, a "Co-Agent"), Lenders, Grantors and the other credit parties thereto are parties to that certain Credit Agreement dated as of September 20, 2000 (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Co-Agents and Lenders agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. Grantors and Agent are also parties to that certain Patent, Trademark and Copyright Security Agreement dated as of September 20, 2000, as amended by that certain First Amendment to Patent, Trademark and Copyright Security Agreement dated as of December 1, 2000, Second Amendment to Patent, Trademark and Copyright Security Agreement dated as of March 8, 2001, Third Amendment to Patent, Trademark and Copyright Security Agreement dated as of July 2, 2001, and Fourth Amendment to Patent, Trademark and Copyright Security Agreement dated as of November 21, 2001 (as the same may from time to time be further amended, modified or supplemented, collectively, the "IP Security Agreement"), pursuant to which, among other things, each Grantor granted to Agent, for the benefit of Co-Agents and Lenders, a security interest in its intellectual property to secure its obligations to Co-Agents and Lenders under the Credit Agreement. All terms capitalized but not defined herein shall have the respective meanings set forth in the IP Security Agreement.

C. Grantors and Agent are entering into this Fifth Amendment in order to reaffirm and continue in effect the Liens granted by Grantors under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Fifth Amendment.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Supplement to IP Security Agreement. Schedule I to the IP Security Agreement is hereby supplemented by Supplement I attached hereto and made a part hereof.
2. Acknowledgment and Confirmation of Security Interest. Each Grantor hereby confirms and ratifies its prior assignment and grant, and assigns and grants to Agent, for the benefit of

Co-Agents and Lenders, a continuing, first priority security interest in all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral.

3. Conditions to Effectiveness. This Fifth Amendment shall become effective as of the date hereof when Agent has received executed counterparts of this Fifth Amendment.

4. Representations and Warranties. Each Grantor hereby represents and warrants to Agent as follows: (a) the representations and warranties contained in Section 4 of the Security Agreement were true and correct in all material respects when made and, after giving effect to this Fifth Amendment, shall remain true and correct in all material respects as of the date hereof; and (b) this Fifth Amendment, the IP Security Agreement (as amended hereby), the Credit Agreement and the other Loan Documents constitute the legal, valid and binding obligations of such Grantor, enforceable against such Grantor in accordance with their respective terms.

5. Ratification. Except as specifically modified by this Fifth Amendment, the parties hereto acknowledge that the IP Security Agreement shall remain binding upon each Grantor and Agent, and all provisions of the IP Security Agreement shall remain in full force and effect. Each Grantor expressly ratifies and affirms its obligations to Co-Agents and Lenders under the IP Security Agreement, the Credit Agreement and the other Loan Documents.

6. Miscellaneous.

(a) Complete Agreement. This Fifth Amendment, together with the IP Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This Fifth Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the IP Security Agreement shall remain in full force and effect.

(b) Recitals. The recitals to this Fifth Amendment shall constitute a part of the agreement of the parties hereto.

(c) Counterparts. This Fifth Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(d) Governing Law. THIS FIFTH AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

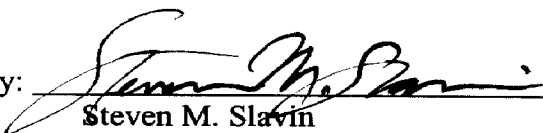
(e) No Novation. Except as specifically set forth in this Fifth Amendment, the execution, delivery and effectiveness of this Fifth Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Agent or any Lender under the Credit Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Credit Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

“Grantor”

WESTERN DIGITAL TECHNOLOGIES, INC.

By: 
Steven M. Slavin
Vice President, Taxes and Treasurer

“Agent”

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Robert S. Yasuda
Duly Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

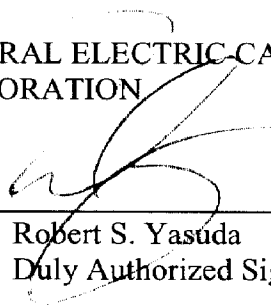
“Grantor”

WESTERN DIGITAL TECHNOLOGIES, INC.

By: _____
Steven M. Slavin
Vice President, Taxes and Treasurer

“Agent”

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____

Robert S. Yasuda
Duly Authorized Signatory

SUPPLEMENT I
to
SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

(SEE ATTACHED)

**SUPPLEMENT I
to
SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

(PART B)

TRADEMARKS

NONE

**SUPPLEMENT I
to
SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

(PART C)
COPYRIGHTS
NONE