

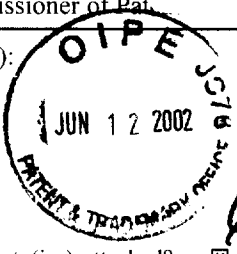


102126962

Attached original documents or copy thereof.

1. Name of conveying party(ies):
 Kanematsu Corporation
 1-2-1 Shibaura
 Minato-Ku
 Tokyo, Japan 105-8005

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



6-12-02

2. Name and address of receiving party(ies):
 Name : Sutmyn Storage Corporation
 Internal Address:
 Street Address: 2251 Lawson Lane, Bldg. 7
 City: Santa Clara State: CA Zip: 95054

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Release of Security Interest

Execution Date: June 10, 2002

4. Application number(s) or patent number(s): PLEASE SEE ATTACHED

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): _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Susan J. Wiener, Legal Assistant
 Mailing Address: Steefel, Levitt & Weiss
 Six Landmark Square
 City: Stamford State: CT Zip: 06901

6/18/2002 TDIAZ1 00000118 09098444
 1 FC:581 280.00 DP

6. Total number of applications and patents involved: 7

7. Total Fee (37 CFR 3.41): \$ 280.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-3115.
 (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.

Susan J. Wiener Date: June 10, 2002

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

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

Item 1 Continued:

Additional Conveying Party:

**Kanematsu USA, Inc.
114 West 47th Street
23rd Floor
New York, New York 10036**

Item 4 continued:

PATENTS

Patent Application Title	Application Number	Patent Number	Filing Date	Date of Issuance	Assignment History
A Method for Serializing and Synchronizing Data Packets by Utilizing a Physical Lock System and a Control Data Structure for Mutual Exclusion Lock	09/098,444	6,067,587	June 17, 1998	May 23, 2000	
Error Checking Techniques for Use in Mass Storage Systems	09/098,449	6,269,464	June 17, 1998	July 31, 2001	
Interfaces for an Open Systems Server Providing Tape Drive Emulation	09/111,691		July 8, 1998		
Native Image Data Storage of a Virtual Tape Storage System	09/111,475		July 8, 1998		
System and Method for Performing High Speed Tape Positioning Operations	09/116,151	6,049,848	July 15, 1998	April 11, 2000	
Tape Drive Emulation System Including Tape Library Interface	09/116,150	6,324,497	July 15, 1998	November 27, 2001	
Information Memory Apparatus and Library Apparatus Using a Single Magnetic Tape Shared with a Plurality of Tasks	08/658,841	5,940,849	May 31, 1996	August 17, 1999	co-owned with Fujitsu Limited

PATENT COLLATERAL ASSIGNMENT AND RELEASE

This Patent Collateral Assignment and Release (this “**Agreement**”), dated as of the date when last signed below (the “**Effective Date**”), is made and entered into by and between Kanematsu Corporation, a corporation organized under the laws of Japan (“**KGJ**”), and Kanematsu USA, Inc., a corporation organized under the laws of the State of New York (“**KGUSA**” and collectively with KGJ, “**Assignors**”), and Sutmyn Storage Corporation, a California corporation (“**Assignee**”).

RECITALS

A. Assignee is presently indebted to Assignors in respect of various loans of money and other credit and financial accommodations from time to time made or extended by Assignors (the “**Kanematsu Debt**”; and the loan agreements, debentures, notes and other agreements, documents and instruments executed or delivered by Assignee in connection therewith to evidence the Kanematsu Debt are collectively referred to as the “**Kanematsu Debt Documents**”). Assignee’s obligations to pay the Kanematsu Debt and to perform its obligations under the Kanematsu Debt Documents are secured by security interests and liens created, granted or pledged to Assignors in the personal property assets of Assignee pursuant to various security, pledge and collateral agreements and documents, including, without limitation, (i) that Security Agreement dated as of April 9, 1999 between Assignee and KGJ, (ii) that Patent Collateral Assignment Agreement dated as of April 9, 1999 between Assignee and KGJ (“**PCA1**”), (iii) that Trademark Collateral Assignment Agreement dated as of April 9, 1999 between Sutyn and KGJ, (iv) that Security Agreement dated as of July 28, 1999 between Assignee and KGJ, (v) that Patent Collateral Assignment Agreement dated as of July 28, 1999 between Assignee and KGJ (“**PCA2**”), (vi) that Trademark Collateral Assignment Agreement dated as of July 28, 1999 between Assignee and KGJ, (vii) that Security Agreement dated as of July 28, 1999 between Assignee and KGUSA, (viii) that Patent Collateral Assignment Agreement dated as of July 28, 1999 between Assignee and KGUSA (“**PCA3**”) and (ix) that Trademark Collateral Assignment Agreement dated as of July 28, 1999 between Assignee and KGUSA.

B. Pursuant to PCA1, PCA2, and PCA3, Assignors acquired certain interests in and to the patents and patent applications identified on the Exhibit A attached to each of PCA1, PCA2, and PCA3 in the United States and in any and all foreign countries (collectively, the “**Patents**”).

C. Assignors wish to release any and all security interests of Assignors in the Patents and to assign all of Assignors’ right, title and interest in and to the Patents to Assignee, all on terms and conditions as set forth herein. **Schedule A** attached hereto lists the Patents.

AGREEMENT

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, the parties agree as follows:

1. Assignors hereby unconditionally and irrevocably release any security interest of Assignors in, and unconditionally and irrevocably sell, assign and transfer unto Assignee, its legal representatives, successors and assigns the entire right, title and interest in and to, the Patents (or if the right, title, and interest in and to one or more of the patents or patent applications identified in **Schedule A** is not presently owned by Assignors, Assignors hereby agree to assign the same if and when Assignors acquire the right, title, and interest in and to one or more such patents or patent applications), including any and all divisions, reissues, continuations, continuations-in-part, re-examinations or extensions thereof.

2. Assignors agree to not execute any writing or do any act whatsoever conflicting with this Agreement, and at any time upon reasonable request, without further or additional consideration but at the expense of Assignee, execute all instruments and documents and do such additional acts as Assignee may reasonably deem necessary or desirable to perfect Assignee's enjoyment of this Agreement.

3. Upon execution of this Agreement by Assignors, Assignors acknowledge and agrees that Assignors shall have no interest in and to any of the Patents or any divisions, reissues, continuations, continuations-in-part, re-examinations or extensions thereof.

4. Each party represents and warrants to the other party that: (a) it has full power and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement have been authorized by all required action, corporate or otherwise, and do not violate or conflict with any provisions of its charter or bylaws or any of its contractual obligations or requirements of law binding on it; and (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms. Assignors further represent and warrant to Assignee that, as of the Effective Date, Assignors have not sold, transferred, assigned or otherwise Encumbered any interest in any of the Patents (including, without limitation, any right to sue or take action for any past, current or future infringement, misappropriation or violation of any of the Patents or to settle or retain the proceeds from any such action). "Encumber" means to grant or suffer any security interest, mortgage, lien, charge, option, easement, license, adverse claim or restriction of any kind, including, but not limited to, any restriction on the use, transfer, voting, receipt of income or other exercise of any attributes of ownership.

5. EXCEPT AS SET FORTH IN PARAGRAPH 4 ABOVE, ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY WITH REGARD TO ANY OF THE PATENTS OR THE SUBJECT MATTER HEREOF. ASSIGNORS DISCLAIM AND ASSIGNEE HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY OF THE PATENTS

(INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE).

6. The terms and conditions of this Agreement will inure to the benefit of and be binding upon each of the parties and their respective successors and assigns.

7. Except to the extent preempted by the federal law of the United States of America, this Agreement will be governed by and interpreted in accordance with the local laws of the State of California, without regard to conflicts of law provisions.

8. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then: (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision; (b) such provision will be void to the extent it is held to be invalid or unenforceable; (c) such provision will remain in effect to the extent that it is not invalid or unenforceable; and (d) such invalidity or unenforceability will not affect any other provision of this Agreement or any other agreement between the Parties. If the invalidity or unenforceability is due to the unreasonableness of the scope or duration of the provision, then the provision will remain effective for such scope and duration as may be determined to be reasonable.

9. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. Notices or consents under this Agreement will be in writing and delivered personally or, if mailed, will be sent certified mail, return receipt requested, or by overnight express service, if addressed to the recipient's address and to the attention of the person indicated on the signature line below, or in either case to such other address or person as may be established by notice to the other party. Notice will be effective only upon actual receipt.

11. The English language of this Agreement shall govern any interpretation of or dispute regarding the terms of this Agreement. Notwithstanding the fact that all or portions of this Agreement may have been drafted by Assignee, the parties each acknowledge that it has reviewed, negotiated and adopted this Agreement as the agreement of the parties and that the language chosen herein shall be deemed to be the language chosen by the parties to express their mutual intent herein and that no rule of strict construction against any party shall apply to any portion of this Agreement.

12. This Agreement contains the entire agreement, and supersedes any and all prior agreements, between the parties with regard to the subject matter hereof. This Agreement may not be waived, amended or rescinded except by a writing signed by the party to be charged thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Assignor:

Kanematsu Corporation

By _____
Its: _____

1-2-1 Shibaura
Minato-Ku,
Tokyo, Japan
105-8005
Send Notices to Attention of:

Assignee:

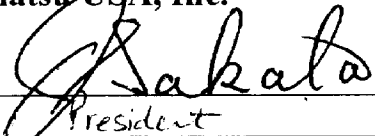
Sutmyn Storage Corporation

By _____
Its: _____

Send Notices to Attention of:
General Counsel

Assignor:

Kanematsu USA, Inc.

By 
Its: President

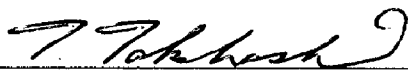
Date: June 7, 2002
114 West 47th Street, 23rd Floor
New York, NY 10036
Send Notices to Attention of:

12. This Agreement contains the entire agreement, and supersedes any and all prior agreements, between the parties with regard to the subject matter hereof. This Agreement may not be waived, amended or rescinded except by a writing signed by the party to be charged thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Assignor:

Kanematsu Corporation

By 

Its: _____

Date: June 10, 2002

1-2-1 Shibaura

Minato-Ku,

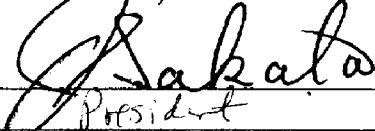
Tokyo, Japan

105-8005

Send Notices to Attention of:

Assignor:

Kanematsu USA, Inc.

By 

Its: President

Date: June 7, 2002

114 West 47th Street, 23rd Floor

New York, NY 10036

Send Notices to Attention of:

Assignee:

Sutmyn Storage Corporation

By _____

Its: _____

Send Notices to Attention of:

General Counsel

12. This Agreement contains the entire agreement, and supersedes any and all prior agreements, between the parties with regard to the subject matter hereof. This Agreement may not be waived, amended or rescinded except by a writing signed by the party to be charged thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Assignor:

Kanematsu Corporation

By _____
Its: _____

1-2-1 Shibaura
Minato-Ku,
Tokyo, Japan
105-8005

Send Notices to Attention of:

Assignor:

Kanematsu USA, Inc.

By _____
Its: _____

114 West 47th Street, 23rd Floor
New York, NY 10036
Send Notices to Attention of:

Assignee:

Sutmyn Storage Corporation

By Erik Salbu
Its: Chairman (Erik Salbu)
Date: June 10, 2002

Send Notices to Attention of:
General Counsel

Patents and Patent Applications

Patent Application Title	Application Number	Patent Number	Filing Date	Date of Issuance	Assignment History
A Method for Serializing and Synchronizing Data Packets by Utilizing a Physical Lock System and a Control Data Structure for Mutual Exclusion Lock	09/098,444	6,067,587	June 17, 1998	May 23, 2000	
Error Checking Technique for Use in Mass Storage Systems	09/098,449	6,269,404	June 17, 1998	July 31, 2002	
Interfaces for an Open Systems Server Providing Tape Drive Emulation	09/111,691		July 8, 1998		
Native Image Data Storage on a Virtual Tape Storage System	09/111,475		July 8, 1998		
System and Method for Performing High-Speed Tape Positioning Operations	09/116,151	6,049,848	July 15, 1998	April 11, 2000	
Tape Drive Emulation System Including Tape Library Interface	09/116,150	6,324,497	July 15, 1998	November 27, 2001	
Information Memory Apparatus and Library Apparatus Using a Single Magnetic Tape Shared with a Plurality of Tasks	08/658,841	5,940,849	May 31, 1996	August 17, 1999	Co-owned with Fujitsu Limited