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Key Docket Number: 250022-24

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A. Patent Application Nos.: **See Attached** B. Patent Nos.: **See Attached**


Additional numbers attached? Yes No

5. Mail correspondence to: WINSTON & STRAWN LLP 333 S. Grand Avenue, 38th Floor Los Angeles, CA 90071 Attn: Bryan Snyder, Paralegal	6. Number of applications and patents involved: 438
	7. Total fee (37 CFR 3.41): \$17,480.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorization to charge additional fee required
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**SUPPLEMENT I
to
SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

(PART A)

PATENTS

(SEE ATTACHED)

SF:68956.5

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

**PATENT
REEL: 014830 FRAME: 0958**

PTO EXHIBIT**WDT ISSUED AND PENDING PATENTS**

K35:	Patent #	Serial #:	Filing Date	Issue Date	SBU	Assignee	No.
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**EIGHTH AMENDMENT TO PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS EIGHTH AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Eighth Amendment") is made as of September 19, 2003, by and between WESTERN DIGITAL TECHNOLOGIES, INC., a Delaware corporation formerly known as Western Digital Corporation ("Borrower"), WESTERN DIGITAL (FREMONT), INC., a Delaware corporation ("WD Fremont"; Borrower and WD Fremont together with any other party who becomes a grantor hereunder, collectively, as "Grantors" and each individually as a "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware 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. Pursuant to that certain Amended and Restated Credit Agreement dated as of September 19, 2003 (as the same may from time to time be further amended, restated, modified or supplemented, collectively, the "Credit Agreement"), by and among Pledgors, the other credit parties party thereto, Lenders, Agent and Bank of America, N.A., as documentation agent for Lenders (in such capacity, "Documentation Agent"; Agent and Documentation Agent are collectively referred to as "Co-Agents" and each, a "Co-Agent"), which amends and restates in its entirety the Credit Agreement dated as of September 20, 2000, Co-Agents and Lenders have agreed to continue to make certain financial accommodations to or for the direct or indirect benefit of Pledgors.

B. Borrower 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, Fourth Amendment to Patent, Trademark and Copyright Security Agreement dated as of November 21, 2001, Fifth Amendment to Patent, Trademark and Copyright Security Agreement dated as of March 29, 2002, Sixth Amendment to Patent, Trademark and Copyright Security Agreement dated as of August 27, 2002, and Seventh Amendment to Patent, Trademark and Copyright Security Agreement dated as of March 25, 2003 (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, Borrower 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. Borrower has created a wholly-owned subsidiary, WD Fremont, and WD Fremont has acquired substantially all of the assets of Read-Rite Corporation ("Read-Rite").

D. Borrower and the other Credit Parties have requested that Co-Agents and Lenders amend and restate the Existing Credit Agreement (as defined in the Credit Agreement)

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AND COPYRIGHT SECURITY AGREEMENT

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and amend the other Loan Documents to provide for, among other things, the consent of Co-Agents and Lenders to (i) the acquisition of the assets of Read-Rite and (ii) the creation of WD Fremont.

E. Agent and Lenders are willing to agree to such requests of Borrower and the other Credit Parties subject to, among other things, WD Fremont's execution and delivery of (i) a Continuing Guaranty pursuant to which WD Fremont guaranties any and all Obligations from time to time owing by Borrower to Agent and Lenders, and (ii) this Eighth Amendment pursuant to which WD Fremont will grant a first priority Lien on all of its right, title and interest in the Intellectual Property Collateral owned by WD Fremont to Agent, for the benefit of Co-Agents and Lenders, to secure the full and timely payment and performance of its Obligations under the Continuing Guaranty.

F. WD Fremont hereby acknowledges that it has derived and will derive substantial direct and indirect economic benefits from the consummation of the transactions contemplated by the Credit Agreement.

G. Pledgors and Agent are entering into this Eighth Amendment in order to (i) with respect to Borrower, reaffirm and continue in effect the first priority Liens granted by Borrower under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant Liens contemplated by this Eighth Amendment, and (ii) with respect to WD Fremont, grant a continuing first priority Lien on all of the Intellectual Property Collateral owned by WD Fremont to secure the Obligation.

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.

(a) The last paragraph in Section 2 of the IP Security Agreement is hereby amended by deleting the reference to "Borrower's" and "Grantors" is substituted in lieu thereof.

(b) Schedule I to the IP Security Agreement is hereby supplemented by Supplement I attached hereto and made a part hereof.

2. Security Interest.

(a) Borrower 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 Borrower's rights, title and interest in, to and under the Intellectual Property Collateral.

(b) WD Fremont hereby (i) joins the IP Security Agreement and becomes a party thereto as a Grantor as of the date hereof with the same force and effect as all other Grantors thereunder, (ii) agrees to be bound by the covenants, obligations and agreements of

a Grantor thereunder, and (iii) agrees to perform all of the covenants, obligations and agreements required to be performed by a Grantor under the IP Security Agreement.

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

4. Representations and Warranties. Each Grantor hereby represents and warrants to Agent as follows: (a) (i) with respect to Borrower 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 Eighth Amendment, shall remain true and correct in all material respects as of the date hereof, and (ii) with respect to WD Fremont, the representations and warranties contained in Section 4 of the Security Agreement are true and correct in all material respects as of the date hereof; and (b) this Eighth 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 Eighth 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 Eighth Amendment, together with the IP Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This Eighth 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 Eighth Amendment shall constitute a part of the agreement of the parties hereto.

(c) Counterparts. This Eighth 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 EIGHTH 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 Eighth Amendment, the execution, delivery and effectiveness of this Eighth 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.

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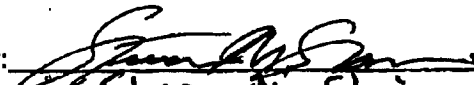
IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

"Grantors"

WESTERN DIGITAL TECHNOLOGIES, INC.

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

WESTERN DIGITAL (FREMONT), INC.

By: 
Name: Steven M. Slavin
Title: V.P. Finance

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Scott B. Kaplan
Duly Authorized Signatory

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

(PART B)

TRADEMARKS

NONE

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AND COPYRIGHT SECURITY AGREEMENT**

**PATENT
REEL: 014830 FRAME: 0976**

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

(PART C)

COPYRIGHTS

NONE

SP:68956.5

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

RECORDED: 06/21/2004

**PATENT
REEL: 014830 FRAME: 0977**