

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TDK Corporation	08/23/2005
RECEIVING PARTY DATA	
Name:	Quantum Corporation
Street Address:	1650 Technology Drive
Internal Address:	Suite 800
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95110-1382
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6450432
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	425 Market St.
Address Line 4:	San Francisco, CALIFORNIA 94105-2482
NAME OF SUBMITTER:	Andreas Radke
Total Attachments: 6 source=TDK-Q assignment#page1.tif source=TDK-Q assignment#page2.tif source=TDK-Q assignment#page3.tif source=TDK-Q assignment#page4.tif	

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“**Agreement**”) is made as of the date last written in the signature blocks below (the “**Effective Date**”), by and between TDK Corporation, with a place of business at 1-13-1, Nihonbashi, Chuo-ku, Tokyo, Japan 103-8272 (“**Assignor**”), and Quantum Corporation, with a place of business at 1650 Technology Drive, Suite 800, San Jose, California 95110-1382, United States (“**Assignee**”) (hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”).

RECITALS

WHEREAS, Assignor and Assignee are parties to a Joint Development Agreement dated January 25, 2000 (the “**JDA**”), pursuant to which Assignor agreed that it would assign to Assignee all right, title and interest throughout the world, including all intellectual property rights, in and to Quantum SDLT Technology (as such term is defined in the JDA) (collectively, the “**Assigned Property**”); and

WHEREAS, the Parties wish to cause the assignment of all right, title and interest in and to all patents and patent applications included in the Assigned Property, whether now or hereafter owned by Assignor (collectively, the “**Patents**”), including, without limitation, the patents and patent applications set forth in Exhibit A attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. ASSIGNMENT

1.1 Assignment. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Patents to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing) (collectively, “**Related Patents**”); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. Assignor represents, warrants and covenants that it is the lawful owner of the Patents and Related Patents and has the unrestricted right to grant the assignments granted under this Agreement free and clear of any encumbrances, liens, licenses, registrations or claims of any nature. The Parties agree to have executed and filed with the United States Patent and Trademark Office, Japan Patent Office, and European Patent Office, the confirmatory assignment attached hereto in Exhibit B. Upon Assignee’s request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form (including additional confirmatory assignments), as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents and Related Patents.

1.2 Appointment. In the event that Assignee is unable, after reasonable notice to Assignor, for any reason whatsoever, to secure Assignor’s signature to any document Assignor is required to execute pursuant to this Section 1 to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents and Related Patents, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 1 with the same legal force and effect as if executed by Assignor.


1.3 Delivery. Within ninety (90) business days of the Effective Date, Assignor shall deliver to Assignee all media, including, without limitation, all disks, tapes, CDs, files, documents and other tangible property relating to the Patents and Related Patents (including all prosecution files).

2. GENERAL

This Agreement is to be construed in accordance with and governed by the internal laws of the State of California (as permitted by Section 1646.5 of the California Civil Code or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision. This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, and the JDA serve to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

By: 
Name (Print): Hajime Sawabe
Title: President
Date: August 5, 2005

ASSIGNEE


By: 
Name (Print): Sharon Hall
Title: VP, General Counsel
Date: August 23, 2005

EXHIBIT A**PATENTS**

APPLICATION/REGISTRATION NUMBERS	TITLE	FILING DATE
US No. 6655623	LEADER TAPE AND TAPE CARTRIDGE	April 24, 2002
US No. 6490133	TAPE CARTRIDGE WITH A CELL FOR A LEADER HOOK MEMBER AND A CELL FOR A LEADER	September 8, 2000
US No. 6450432	TAPE CARTRIDGE	September 8, 2000
US Serial No. 10/444,292	TAPE CARTRIDGE	May 23, 2003
Japan Application No. 2001-128518 - Publication No. 2002-324377	LEADER TAPE	April, 26, 2001 (26.04.2001)
Japan Application No. 11-255431 - Publication No. 2001-084730	TAPE CARTRIDGE AND MOLDING MOLD	September 9, 1999 (09.09.1999)
Japan Application No. 2000-211225 - Publication No. 2001-167549	TAPE CARTRIDGE	July 12, 2000 (12.07.2000)
Japan Application No. 2000-211263 - Publication No. 2001-148181	TAPE CARTRIDGE	July 12, 2000 (12.07.2000)
Japan Patent No. 3492987 - Application No. 2000-211233 - Publication No. 2001-148180	TAPE CARTRIDGE	July 12, 2000 (12.07.2000)
Japan Application No. 2000-223546 - Publication No. 2002-042440	TAPE CARTRIDGE	July 25, 2000 (25.07.2000)
Japan Application No. 2001-188949 - Publication No. 2003-007029	MANUFACTURING METHOD OF REEL FOR TAPE CARTRIDGE	June 22, 2001 (22.6.2001)
Japan Application No. 11-255444 - Publication No. 2001-084732	TAPE CARTRIDGE	September 9, 1999 (09.09.1999)
Japan Application No. 11-255439 - Publication No. 2001-084731	TAPE CARTRIDGE	September 9, 1999 (09.09.1999)
Japan Application No. 2001-213292 - Publication No. 2002-100151	FLANGE OF TAPE REEL FOR TAPE CARTRIDGE AND MOLDING MOLD	July 13, 2001 (13.07.2001)
EP1253591 A2 - Application No. 02009237.5	LEADER TAPE AND TAPE CARTRIDGE	April 25, 2002
EP1083566 A2 - Application No. 00307741.9	TAPE CARTRIDGE AND MOLD FOR MAKING THE SAME	September 7, 2000 (07.09.2000)
EP1083566 A3 - Application No. 00307741.9	TAPE CARTRIDGE AND MOLD FOR MAKING THE SAME	September 7, 2000 (07.09.2000)
EP1083565 A2 - Application No. 00307740.1	TAPE CARTRIDGE	September 7, 2000 (07.09.2000)
EP1083565 A3 - Application No. 00307740.1	TAPE CARTRIDGE	September 7, 2000 (07.09.2000)
EP1083564 A2 - Application No. 00307683.3	TAPE CARTRIDGE	September 6, 2000 (06.09.2000)
EP1083564 A3 - Application No. 00307683.3	TAPE CARTRIDGE	September 6, 2000 (06.09.2000)

EXHIBIT B

CONFIRMATORY PATENT ASSIGNMENT

A confirmatory patent assignment agreement for filing with the United States Patent and Trademark Office, Japan Patent Office and European Patent Office is attached hereto.

CONFIRMATORY PATENT ASSIGNMENT

WHEREAS, TDK Corporation, with a place of business at 1-13-1, Nihonbashi, Chuo-ku, Tokyo, Japan 103-8272 ("ASSIGNOR") owns the patent registrations and applications set forth in Attachment 1 attached hereto and incorporated herein by this reference ("PATENTS"); and

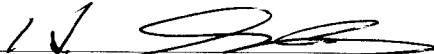
WHEREAS, ASSIGNOR has agreed to assign to Quantum Corporation, with a place of business at 1650 Technology Drive, Suite 800, San Jose, California 95110-1382, United States ("ASSIGNEE"), all right, title and interest in, to and under the PATENTS; and

WHEREAS, ASSIGNOR wishes to confirm such assignment for recordation with the United States Patent and Trademark Office, Japan Patent Office and European Patent Office.

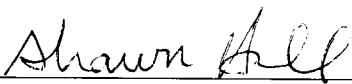
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR hereby confirms that its has sold, assigned, transferred and conveyed unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be duly executed by an authorized officer on the date set forth below.

ASSIGNOR

By: 
Name: Hajime Sawabe
Title: President
Date: August 5, 2005

ASSIGNEE

By: 
Name: Shawn Hall
Title: VP, General Counsel
Date: August 23, 2005

ATTACHMENT 1

PATENTS REGISTRATIONS AND APPLICATIONS

APPLICATION/REGISTRATION NUMBERS	TITLE	FILING DATE
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