

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Pliant Technology, Inc.	03/31/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	Sandisk Corporation
<b>Street Address:</b>	601 McCarthy Blvd.
<b>City:</b>	Milpitas
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95035

**PROPERTY NUMBERS Total: 20**

Property Type	Number
Application Number:	12082204
Application Number:	12082207
Application Number:	12082223
Application Number:	12082222
Application Number:	12082221
Application Number:	12082220
Application Number:	12082206
Application Number:	12082203
Application Number:	12082202
Application Number:	12082205
PCT Number:	US0888236
PCT Number:	US0888232
PCT Number:	US0888229
PCT Number:	US0888217
PCT Number:	US0888206

**CH \$800.00 12082204**

PCT Number:	US0888164
PCT Number:	US0888154
PCT Number:	US0888146
PCT Number:	US0888136
PCT Number:	US0888133

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3000  
Email: mmcguire@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 2: Attn: Shivram Sankar, Esq.  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	084600/22
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NAME OF SUBMITTER:	04/04/2011
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**Total Attachments: 11**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of March 31, 2011 by **SANDISK CORPORATION**, a Delaware corporation (“**Secured Party**”), and **PLIANT TECHNOLOGY, INC.**, a Delaware corporation (“**Grantor**”).

### RECITALS

A. Secured Party has agreed to extend certain financial accommodations to Grantor (the “**Consideration**”) in the manner set forth in that certain Secured Note Purchase Agreement by and between Secured Party and Grantor dated as of March [31], 2011 (as the same may be amended, amended and restated, modified or supplemented from time to time, the “**Note Purchase Agreement**”). Secured Party is willing to provide the Consideration to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor in connection with the Note Purchase Agreement and the instruments, documents and agreements related thereto.

B. Pursuant to the terms of that certain Security Agreement between Secured Party and Grantor of even date herewith (the “**Security Agreement**”; undefined capitalized terms used herein are used as defined in the Security Agreement), Grantor has granted to Secured Party a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations (as defined in the Security Agreement), Grantor grants and pledges to Secured Party a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary, “Intellectual Property Collateral” shall not include any “intent-to-use” trademark at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement, the Security Agreement and the other Security Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Note Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies

provided for in this Intellectual Property Security Agreement, the Note Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

### **SUBORDINATION AGREEMENT**

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE SUBORDINATION AGREEMENT DATED AS OF THE DATE HEREOF BY AND AMONG SECURED PARTY, SILICON VALLEY BANK AND GOLD HILL VENTURE LENDING 03, LP (AS THE SAME MAY BE AMENDED, MODIFIED, AND RESTATED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT"), AND, TO THE EXTENT PROVIDED THEREIN, THE LOAN AGREEMENTS (AS SUCH TERM IS DEFINED IN THE SUBORDINATION AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE SUBORDINATION AGREEMENT, THE PROVISIONS OF THE SUBORDINATION AGREEMENT SHALL CONTROL.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

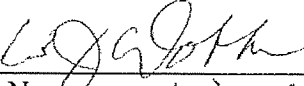
Address of Grantor:

630 Alder Drive, Suite 202  
Milpitas, California 95035

Attn: Bill Dobbin, CFO

GRANTOR:

PLIANT TECHNOLOGY, INC.

By:   
Name: W. S. DOBBIN  
Title: CFO

Address of Secured Party:

601 McCarthy Blvd.  
Milpitas, CA 95035  
Attention: Chief Strategy Officer

SECURED PARTY:

SANDISK CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

630 Alder Drive, Suite 202  
Milpitas, California 95035

Attn: Bill Dobbin, CFO

GRANTOR:

PLIANT TECHNOLOGY, INC.

By: \_\_\_\_\_  
Name:  
Title:

Address of Secured Party:

601 McCarthy Blvd.  
Milpitas, CA 95035  
Attention: Chief Strategy Officer

SECURED PARTY:

SANDISK CORPORATION


By:  \_\_\_\_\_  
Name: SUMIT SADANA  
Title: SVP & Chief Strategy Officer

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A



## EXHIBIT B

### Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
PATROL FUNCTION USED IN FLASH STORAGE CONTROLLER TO DETECT DATA ERRORS	12/082,204 (2009/0172499)	4/8/2008 (7/2/2009)	Pliant Technology, Inc.	N/A
STORAGE CONTROLLER FOR FLASH MEMORY INCLUDING A CROSSBAR SWITCH CONNECTING A PLURALITY OF PROCESSORS WITH A PLURALITY OF INTERNAL MEMORIES	12/082,207 (2009/0172308)	4/8/2008 (7/2/2009)	Pliant Technology, Inc.	N/A
FLASH STORAGE CONTROLLER EXECUTE LOOP	12/082,223 (2009/0172263)	4/8/2008 (7/2/2009)	Pliant Technology, Inc.	N/A
METADATA REBUILD IN A FLASH MEMORY CONTROLLER FOLLOWING A LOSS OF POWER	12/082,222 (2009/0172262)	4/8/2008 (7/2/2009)	Pliant Technology, Inc.	N/A
MULTIPROCESSOR STORAGE CONTROLLER	12/082,221 (2009/0172261)	4/8/2008 (7/2/2009)	Pliant Technology, Inc.	N/A
FLASH MEMORY CONTROLLER AND SYSTEM INCLUDING DATA PIPELINES INCORPORATING MULTIPLE BUFFERS	12/082,220 (2009/0172260)	4/8/2008 (7/2/2009)	Pliant Technology, Inc.	N/A
MASS STORAGE CONTROLLER VOLATILE MEMORY CONTAINING	12/082,206 (2009/0172259)	4/8/2008 (7/2/2009)	Pliant Technology, Inc.	N/A

METADATA RELATED TO  
FLASH MEMORY  
STORAGE

FLASH MEMORY CONTROLLER GARBAGE COLLECTION OPERATIONS PERFORMED INDEPENDENTLY IN MULTIPLE FLASH MEMORY GROUPS	12/082,203 (2009/0172258)	4/8/2008 (7/2/2009)	Pliant Technology, Inc.	N/A
SYSTEM AND METHOD FOR PERFORMING HOST INITIATED MASS STORAGE COMMANDS USING A HIERARCHY OF DATA STRUCTURES	12/082,202 (2009/0172257)	4/8/2008 (7/2/2009)	Pliant Technology, Inc.	N/A
FLASH MEMORY CONTROLLER HAVING REDUCED PINOUT	12/082,205 (2009/0168525)	4/8/2008 (7/2/2009)	Pliant Technology, Inc.	N/A
FLASH MEMORY CONTROLLER GARBAGE COLLECTION OPERATIONS PERFORMED INDEPENDENTLY IN MULTIPLE FLASH MEMORY GROUPS	PCT/US2008/088 236 (WO 2009/086424)	12/23/2008 (7/9/2009)	Pliant Technology, Inc.	N/A
METADATA REBUILD IN A FLASH MEMORY CONTROLLER FOLLOWING A LOSS OF POWER	PCT/US2008/088 232 (WO 2009/086421)	12/23/2008 (7/9/2009)	Pliant Technology, Inc.	N/A
FLASH STORAGE CONTROLLER EXECUTE LOOP	PCT/US2008/088 229 (WO 2009/086419)	12/23/2008 (7/9/2009)	Pliant Technology, Inc.	N/A
PATROL FUNCTION USED IN FLASH STORAGE CONTROLLER TO DETECT DATA ERRORS	PCT/US2008/088 217 (WO 2009/086412)	12/23/2008 (7/9/2009)	Pliant Technology, Inc.	N/A
MASS STORAGE CONTROLLER VOLATILE	PCT/US2008/088 206	12/23/2008 (7/9/2009)	Pliant Technology,	N/A

MEMORY CONTAINING METADATA RELATED TO FLASH MEMORY STORAGE	(WO 2009/086404)		Inc.	
FLASH MEMORY CONTROLLER AND SYSTEM INCLUDING DATA PIPELINES INCORPORATING MULTIPLE BUFFERS	PCT/US2008/088 164 (WO 2009/086376)	12/23/2008 (7/9/2009)	Pliant Technology, Inc.	N/A
STORAGE CONTROLLER FOR FLASH MEMORY INCLUDING A CROSSBAR SWITCH CONNECTING PROCESSORS WITH INTERNAL MEMORIES	PCT/US2008/088 154 (WO 2009/086371)	12/23/2008 (7/9/2009)	Pliant Technology, Inc.	N/A
MULTIPROCESSOR STORAGE CONTROLLER	PCT/US2008/088 146 (WO 2009/086365)	12/23/2008 (7/9/2009)	Pliant Technology, Inc.	N/A
FLASH MEMORY CONTROLLER HAVING REDUCED PINOUT	PCT/US2008/088 136 (WO 2009/086359)	12/23/2008 (7/9/2009)	Pliant Technology, Inc.	N/A
SYSTEM AND METHOD FOR PERFORMING HOST INITIATED MASS STORAGE COMMANDS USING A HIERARCHY OF DATA STRUCTURES	PCT/US2008/088 133 (WO 2009/086357)	12/23/2008 (7/9/2009)	Pliant Technology, Inc.	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
PLIANT (Registered)	3,915,489	2/8/2011	N/A
LIGHTNING (Registered)	3,768,640	3/30/2010	N/A
PLIANT (Registered)	3,764,589	3/23/2010	N/A

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE	N/A	N/A