

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3295874

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DAVID SUN	04/01/2015
RECEIVING PARTY DATA	
Name:	FASTOR SYSTEMS, INC.
Street Address:	C/O INNOVATECH LAW GROUP, 2901 TASMAN DRIVE, SUITE 205
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14147462
Patent Number:	8935463
CORRESPONDENCE DATA	
Fax Number:	(866)475-5258
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6269751488
Email:	rpacquiring@innovatechlaw.com
Correspondent Name:	RAFAEL PACQUING
Address Line 1:	2901 TASMAN DRIVE, SUITE 205
Address Line 4:	SANTA CLARA, CALIFORNIA 95054
NAME OF SUBMITTER:	RAFAEL PACQUING
SIGNATURE:	/rp/
DATE SIGNED:	04/03/2015
Total Attachments: 5	
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**SENIOR SECURED PROMISSORY NOTE RELEASE AGREEMENT
AND PAYOFF LETTER**

This Senior Secured Promissory Note Release Agreement and Payoff Letter ("*Release and Payoff Letter*") is entered into effective as of April 1, 2015 ("*Effective Date*"), by and among Fastor Systems, Inc., a Delaware corporation ("*Borrower*"), David Sun, an individual ("*Lender*"), and SMART Global Holdings, Inc., a Cayman Islands exempted company ("*Buyer*") (each a "*Party*" and collectively the "*Parties*").

RECITALS

WHEREAS, Lender and Borrower are parties to that certain Senior Secured Promissory Note dated as of October 17, 2014 (the "*Secured Note*") evidencing a loan in the principal amount of \$300,000.00 with interest accruing at 5% per annum and an initial maturity date of March 31, 2015;

WHEREAS, concurrently and in connection with the Secured Note, Lender and Borrower entered into that certain Pledge Agreement dated as of October 17, 2014 (the "*Pledge Agreement*"), granting Lender a security interest (the "*Security Interest*") in, among other things, certain patents, patent applications, and equipment of Borrower (the "*Pledged Collateral*");

WHEREAS, in connection with the Pledge Agreement, Lender filed or caused to be filed a UCC-1 financing statement to perfect Lender's Security Interest over the Pledged Collateral;

WHEREAS, prior to and contemporaneously with the date hereof, Borrower has been and is in the process of completing a sale of substantially all of its assets to the Buyer (the "*Asset Sale*"), which includes the Pledged Collateral;

WHEREAS, Borrower and Buyer have agreed that it shall be a condition of the Asset Sale that all of the assets to be sold, including the Pledged Collateral, be free and clear of all liens and encumbrances;

WHEREAS, as part of the consideration for the Asset Sale, the Buyer will pay Lender the entire amount of the unpaid principal and accrued interest in the Secured Note;

WHEREAS, in connection with the Asset Sale, Borrower and Lender have executed that certain *Secured Promissory Note Amendment Agreement* dated March 27, 2015, which extends the maturity date of the Secured Note to April 15, 2015;

WHEREAS, Borrower, Lender, and Buyer each desire to cancel the Secured Note as amended, terminate the Security Interest, and terminate the Pledge Agreement upon the terms and conditions described herein.

NOW THEREFORE, in consideration for the foregoing and for the mutual promises set forth below, the Parties agree as follows:

TERMS

1. On or before the Effective Date, and upon receipt by Lender of the Final Payment (as defined below), Lender shall immediately execute and deliver to Buyer by overnight mail a UCC-3 Termination Statement to perfect the termination of the Security Interest (the "*Termination Statement*").
2. Upon the closing of the Asset Sale, Buyer, on behalf of Borrower, shall pay to Lender to the account specified on Exhibit A (incorporated herein by this reference), the total amount of \$306,493.15 in immediately available funds, consisting of \$300,000.00 of principal plus \$6,493.00 of accrued and unpaid interest at 5% per annum, accruing daily from October 17, 2015 through and including March 31, 2015, in full satisfaction of Borrower's Obligations under the Secured Note (the "*Final Payment*"). In addition thereto, interest shall continue to accrue daily and shall be added to the Final Payment in the amount of \$41.10 per day for every day after March 31, 2015 until the day on which Buyer tenders the Final Payment, inclusive.
3. Upon receipt of the Final Payment in accordance with the preceding paragraph:
 - (a) all amounts owing under the Secured Note shall have been paid in full and the Secured Note shall be surrendered to the Borrower for cancellation;
 - (b) Borrower shall have no further obligations to Lender under the Secured Note and the Pledge Agreement, and all obligations, liabilities, covenants and agreements of Borrower, under or in connection with the Secured Note and the Pledge Agreement shall be terminated and canceled and shall be of no further force and effect;
 - (c) All of Lender's security interest in, security titles to, and other liens or encumbrances on the Pledged Collateral under the Pledge Agreement, or on any other assets and property of Borrower (collectively the "*Security Interests*"), shall be terminated automatically without any further action;
 - (d) Buyer or Borrower, at their election, shall be authorized to file the Termination Statement and take such other action to release and terminate the Security Interests; and
 - (e) Lender shall promptly execute and deliver to Borrower and Buyer such documents and instruments reasonably requested by Borrower and Buyer as shall be necessary to evidence termination of the Security Interests.

4. This Release and Payoff Letter shall be governed by the laws of the State of California, without regard to conflicts of laws, or applicable federal laws as to a particular subject where federal law governs.

5. This Release and Payoff Letter represents the entire agreement of the Parties with respect to the subject matter hereof, and merges all prior agreements, whether written or oral. The Parties acknowledge that remedies at law, including monetary damages, may be inadequate to remedy a breach of the terms herein, and the Parties agree that equitable remedies may be necessary to enforce such terms and covenants, including specific performance. This Release and Payoff Letter may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

[Signature page follows]

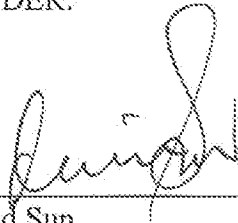
IN WITNESS WHEREOF, the Parties have executed or caused to be executed this Senior Secured Promissory Note Release Agreement and Payoff Letter as of the date first written above.

BORROWER:

LENDER:



FASTOR SYSTEMS, INC.
By: Daniel M. Mahoney, CEO



David Sun

BUYER:



SMART GLOBAL HOLDINGS, INC.

NAME

TITLE

EXHIBIT A

LENDER'S ACCOUNT INFORMATION

Wire Transfer Information:

Bank: US Bank
Los Angeles, California, USA
ABA# 122 235 821
Swift Code: USBKUS44IMT
Account Number: 165712646802
Beneficiary: David Sun