

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3454850

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	4

**CONVEYING PARTY DATA**

Name	Execution Date
SMART WORLDWIDE HOLDINGS, INC.	04/01/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	SMART MODULAR TECHNOLOGIES (GLOBAL), INC.
<b>Street Address:</b>	C/O SMART MODULAR TECHNOLOGIES, INC.
<b>Internal Address:</b>	39870 EUREKA DRIVE
<b>City:</b>	NEWARK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94560-4809

**PROPERTY NUMBERS Total: 5**

Property Type	Number
Application Number:	61455712
Application Number:	13831816
Application Number:	14591887
Patent Number:	8935463
Patent Number:	9009391

**CORRESPONDENCE DATA**

**Fax Number:** (408)738-0881

*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.*

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<b>ATTORNEY DOCKET NUMBER:</b>	63-M019 FASTOR_4
<b>NAME OF SUBMITTER:</b>	MIKIO ISHIMARU
<b>SIGNATURE:</b>	/Mikio Ishimaru/
<b>DATE SIGNED:</b>	07/24/2015

PATENT

**Total Attachments: 4**

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## GENERAL ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

THIS GENERAL ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS (this “**Assignment**”) is effective as of April 1, 2015, by SMART Worldwide Holdings, Inc. (“**Assignor**”) and SMART Modular Technologies (Global), Inc. (“**Assignee**”). Capitalized terms used but not defined herein have the meanings assigned to them in the APA (as defined below).

### WITNESSETH:

**WHEREAS**, Assignor came to possess all right, title and interest in, to and under the Intellectual Property included in the Purchased Assets (the “**Assigned IP**”) as defined in that certain Asset Purchase Agreement, dated as of April 1, 2015, between Fastor Systems, Inc. and SMART Global Holdings, Inc., together with all goodwill associated therewith, through a series of assignments.

**WHEREAS**, Assignor is the owner of its right, title and interest in, to and under the patents and patent applications included in the Assigned IP, including all of the patents and patent applications listed in Schedule A (collectively, the “**Patents**”);

**WHEREAS**, Assignee is desirous of acquiring Assignor’s entire worldwide right, title and interest in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignor does hereby sell, assign, transfer, contribute, convey and deliver unto the Assignee, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance of any kind, its entire right, title and interest in and to the Patents and all letters patents in all countries of the world based thereon or corresponding thereto, and all divisional, continuing, continuation-in-part, and reissue applications therefor, and the patents which may be thereupon issued, including any and all rights to file applications and receive patents in all countries of the world, to the extent the foregoing is included in the Assigned IP, the same to be held and enjoyed by the Assignee to the full end of the term for which said letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made; and Assignor hereby agrees to sign all necessary papers and do all lawful acts reasonably requisite in connection with the prosecution, assignment, enforcement and disclaimer of each and every one of the Patents, and each and every patent application based upon the Patents, without further compensation, but at the expense of the Assignee or its successors and assigns, and Assignor assigns to the Assignee all rights to sue for infringement, including past infringement, if any, of any of the Patents or patent based upon or corresponding to the Patents.

2. Assignor does hereby authorize and request the officials of all countries in which any of the Patents are now or in the future will be issued to issue to the Assignee

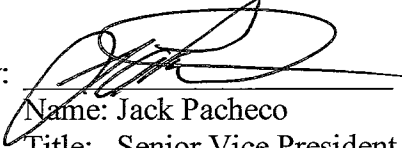
all of Assignor's entire right, title and interest in and to the same for the sole use and enjoyment of the Assignee, its successors and assigns.

3. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed.

**SMART WORLDWIDE HOLDINGS, INC.**

By:   
Name: Jack Pacheco  
Title: Senior Vice President

**SMART MODULAR TECHNOLOGIES (GLOBAL), INC.**

By:   
Name: Iain MacKenzie  
Title: Director

## SCHEDULE A

<u>Title</u>	<u>Patent / Application No.</u>	<u>Country</u>	<u>Filing / Issue Date</u>	<u>Inventor(s)</u>
Solid state drive architecture	9,009,391	USA	Issued April 14, 2015	Ajoy Aswadhati
Fabric-based solid state drive architecture	13/831,816	USA	Filed March 15, 2013	Ajoy Aswadhati
Compute engine in a smart SSD exploiting locality of data	8,935,463	USA	Issued January 13, 2015	Ajoy Aswadhati Vijay Aswadhati
Enhanced Interface to firmware operating in a solid state drive	14/591,887  (Continuation-in-Part of application 14/147,462 (Patent 8,935,463) and claiming benefit of 61/925,188)	USA	Filed January 7, 2015	Ajoy Aswadhati Vijay Aswadhati
High performance and highly scalable solid state drive architecture	61/455,712 (expired)	USA	Filed October 25, 2010	Ajoy Aswadhati