

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4360623

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IMATION CORP.	02/02/2016
RECEIVING PARTY DATA	
Name:	KINGSTON DIGITAL, INC.
Street Address:	17600 NEWHOPE STREET
City:	FOUNTAIN VALLEY
State/Country:	CALIFORNIA
Postal Code:	92708
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15483223
CORRESPONDENCE DATA	
Fax Number:	(612)340-8827
<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>	
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Correspondent Name:	DORSEY & WHITNEY LLP
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Address Line 2:	INTELLECTUAL PROPERTY PRACTICE GROUP
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-1498
ATTORNEY DOCKET NUMBER:	P229986.US.05
NAME OF SUBMITTER:	EMMA L. HUTTON
SIGNATURE:	/Emma L. Hutton/
DATE SIGNED:	04/10/2017
Total Attachments: 11	
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Agreement") is entered into as of February 2, 2016, by and between Kingston Digital, Inc., a Delaware corporation ("Purchaser" or "Assignee"), and Imation Corp., a Delaware corporation ("Imation" or "Assignor").

RECITALS

WHEREAS Assignor owns and holds the full right, title and interest in and under each and all of the granted patents, pending patent applications and any inventions described therein as set forth in Exhibit A hereto and all of the issued trademarks, pending applications for registration of the trademarks and any goodwill of the business in connection with which the trademarks are used, as set forth in Exhibit B hereto;

WHEREAS Exhibit A and Exhibit B collectively constitute the "Acquired Intellectual Property" and Assignor owns and has the full right and lawful authority to sell, assign, transfer, convey and deliver the entire right, title and interest in and under each and all of the Acquired Intellectual Property.

WHEREAS, Purchaser and Imation are entering into an Asset Purchase Agreement (the "Purchase Agreement") simultaneously with the execution of this Agreement.

WHEREAS, in connection therewith, Imation has agreed to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and assume from Imation, all Acquired Intellectual Property.

WHEREAS, capitalized terms used and not otherwise defined herein will have the meaning assigned to them in the Purchase Agreement unless the context otherwise requires.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchased Assets.** Imation hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases and acquires from Imation, all of Imation's right, title and interest in and under each and all of the Acquired Intellectual Property as more fully described in Section 2 and Section 3 of this Agreement.

2. **Patents.** The attached Exhibit A consists of granted patents, pending patent applications and any invention related therewith, including but not limited to, any and all direct and indirect divisions, continuations and continuations-in-part of any patent application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made. Assignor hereby agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, as it is reasonably able, sign all papers and documents, take all lawful oaths and do all acts reasonably necessary or legally required to be done for the procurement, maintenance, enforcement, and defense of any Letters Patent and applications for Letters Patent for said inventions, with reasonable costs (if

necessarily incurred) to be reimbursed by Assignee or its successors, or assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

3. **Trademarks.** The attached Exhibit B consists of issued trademarks and pending registrations of the trademarks. Assignor does hereby assign unto Assignee all of Assignor's rights, title, and interest in and to the trademarks and the registrations therefor, together with the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof. Assignor agrees to, as it is reasonably able, execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor

4. **No Effect on Purchase Agreement.** Imation and Purchaser hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies and obligations of any party under the Purchase Agreement will be deemed enlarged, limited, modified or altered in any way by this Agreement. To the extent that any conflict exists between any of the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will prevail.

5. **Binding Effect; Assignment.** This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors. Notwithstanding the foregoing, this Agreement will not be assigned by either party hereto by operation of law or otherwise without the express written consent of the other party.

6. **No Third-Party Beneficiaries.** This Agreement does not, and is not intended to, confer upon any third party any rights or remedies hereunder.

7. **Governing Law.** This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters, including matters of validity, the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in the State of Delaware in respect of all matters arising out of or relating to this Agreement, the interpretation and enforcement of the provisions of this Agreement and other documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any Proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that the Proceeding may not be brought or is not maintainable in those courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by those courts, and the parties hereto irrevocably agree that all claims with respect to the Proceeding will be heard and determined exclusively in such a Delaware State or Federal court.

8. **Amendment; Waiver.** This Agreement may be amended only in a writing signed by all parties hereto. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement will not in any way affect, limit or

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waive either party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

9. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed will be deemed to be an original, but all of which will constitute one and the same agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

KINGSTON DIGITAL, INC.

By: N. S. Stephens
Name: NATHANIEL STEPHENS
Title: VP, FLASH

IMATION CORP.

By: E. Nealy
Name: Eric Nealy
Title: Managing Director, Corporate Development

[Signature Page to Intellectual Property Assignment]

Exhibit A

Acquired Intellectual Property – Patents and Patent Applications

See attached.

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COUNTRY	STATUS	APPLICATION #	DATE FILED	PATENT #	ISSUE DATE	TITLE
United States	Issued	29/210,556	Aug 3, 2004	D515,087	Feb 14, 2006	Mechanical Casing For A USB Or Firewire Port Data Storage Device
United States	Issued	29/236,420	Aug 16, 2005	D524,315	Jul 4, 2006	Mechanical Stand For A USB Or Firewire Port Data Storage Device
United States	Issued	11/347,259	Feb 6, 2006	8,286,158	Oct 9, 2012	Method And System For Installing Portable Executable Applications
United States	Issued	11/480,968	Jul 6, 2006	8,631,494	Jan 14, 2014	Method and device for scanning data for signatures prior to storage in a storage device
United States	Issued	11/486,799	Jul 14, 2006	8,321,953	Nov 27, 2012	Secure Storage Device with Offline Code Entry
Europe	Pending	06851133.6	Sep 19, 2006			Recovery of Encrypted Data from a Secure Storage Device
United States	Issued	11/539,389	Oct 6, 2006	8,661,540	Feb 25, 2014	Method And Apparatus For Secure Credential Entry Without Physical Entry
United States	Issued	11/644,089	Dec 21, 2006	8,266,378	Sep 11, 2012	Storage Device with Accessible Partitions
United States	Issued	11/644,051	Dec 21, 2006	8,639,873	Jan 28, 2014	Detachable Storage Device with RAM Cache
Europe	Pending	07701752.3	Feb 6, 2007			Method And System For Installing Portable Executable Applications
Canada	Issued	2,640,390	Feb 6, 2007	2,640,390	Oct 13, 2015	Method And System For Installing Portable Executable Applications
Europe	Pending	07763855.9	Jul 6, 2007			Method and device for scanning data for signatures prior to storage in a storage device
Canada	Pending	2,656,856	Jul 6, 2007			Method and device for scanning data for signatures prior to storage in a storage device
United States	Issued	12/214,695	Jun 20, 2008	8,335,931	Dec 18, 2012	Interconnectable Personal Computer Architectures that Provide Secure, Portable, and Persistent Computing Environments
United States	Issued	12/184,480	Aug 1, 2008	8,380,988	Feb 19, 2013	Embedded Self-Contained Security Commands
United States	Issued	12/426,924	Apr 20, 2009	8,065,469	Nov 22, 2011	Static Wear Leveling
United States	Issued	12/426,917	Apr 20, 2009	8,176,295	May 8, 2012	Logical-to-Physical Address Translation for a Removable Data Storage Device

United States	Issued	12/537,172	Aug 6, 2009	8,683,088	Mar 25, 2014	Peripheral Device Data Integrity
United States	Issued	12/537,194	Aug 6, 2009	8,745,365	Jun 3, 2014	Method and System for Secure Booting a Computer by Booting a First Operating System from a Secure Peripheral Device and Launching a Second Operating System Stored a Secure Area in the Secure Peripheral Device on the First Operating System
United States	Issued	12/570,477	Sep 30, 2009	8,266,350	Sep 11, 2012	Method And System For Supporting Portable Desktop
United States	Issued	12/570,706	Sep 30, 2009	8,555,376	Oct 8, 2013	Method And System For Supporting Portable Desktop With Enhanced Functionality
United States	Issued	12/570,608	Sep 30, 2009	8,516,236	Aug 20, 2013	Portable Desktop Device And Method Of Host Computer System Hardware Recognition And Configuration
United States	Issued	12/571,320	Sep 30, 2009	8,601,532	Dec 3, 2013	Method And System For Provisioning Portable Desktops
United States	Issued	12/638,132	Dec 15, 2009	8,989,383	Mar 24, 2015	Data Authentication Using Plural Electronic Keys
Europe	Issued	10733168.8	Jan 21, 2010	2389645	Sep 3, 2014	Removable Memory Storage Device With Multiple Authentication Processes
United States	Issued	12/690,971	Jan 21, 2010	9,009,816	Apr 14, 2015	Removable Memory Storage Device With Multiple Authentication Processes
United States	Issued	12/813,473	Jun 10, 2010	8,142,212	Mar 27, 2012	Locking Mechanisms and Locking Caps for USB Connectors
Canada	Pending	2,776,304	Sep 30, 2010			Method And System For Supporting Portable Desktop
Europe	Pending	10819783.1	Sep 30, 2010			Method And System For Supporting Portable Desktop
Canada	Pending	2,776,301	Sep 30, 2010			Method And System For Supporting Portable Desktop With Enhanced Functionality
Europe	Pending	10819782.3	Sep 30, 2010			Method And System For Supporting Portable Desktop With Enhanced Functionality
Canada	Pending	2,776,277	Sep 30, 2010			Portable Desktop Device And Method Of Host Computer System Hardware Recognition And Configuration

Europe	Pending	10819781.5	Sep 30, 2010			Portable Desktop Device And Method Of Host Computer System Hardware Recognition And Configuration
Canada	Pending	2,776,307	Sep 30, 2010			Method And System For Provisioning Portable Desktops
Europe	Published	10819784.9	Sep 30, 2010			Method And System For Provisioning Portable Desktops
Canada	Pending	2,776,340	Nov 15, 2010			Device And Method For Verifying Connectivity
Europe	Pending	10829419.0	Nov 15, 2010			Device And Method For Verifying Connectivity
United States	Issued	13/508,665	Nov 15, 2010	9,087,197	Jul 21, 2015	Device And Method For Verifying Connectivity
United States	Issued	13/269,463	Oct 7, 2011	8,635,698	Jan 21, 2014	Antivirus System and Method for Removable Media Devices
United States	Issued	13/274,771	Oct 17, 2011	8,407,408	Mar 26, 2013	Static Wear Leveling
United States	Issued	13/365,956	Feb 3, 2012	8,398,414	Mar 19, 2013	Locking Mechanisms and Locking Caps for Connectors
United States	Issued	13/441,359	Apr 6, 2012	8,510,532	Aug 13, 2013	Logical-to-Physical Address Translation for a Removable Data Storage Device
United States	Published	13/607,053	Sep 7, 2012			Method And System For Installing Portable Executable Applications
United States	Issued	13/608,301	Sep 10, 2012	8,543,764	Sep 24, 2013	Storage Device with Accessible Partitions
United States	Issued	13/692,358	Dec 3, 2012	9,104,891	Aug 11, 2015	Recovering from Unexpected Flash Drive Removal
United States	Published	13/692,553	Dec 3, 2012			Bootability with Multiple Logical Unit Numbers
United States	Issued	13/692,421	Dec 3, 2012	9,129,114	Sep 8, 2015	Preboot Environment with System Security Check
Europe	Pending	12824941.4	Dec 27, 2012			Secure User Authentication for Bluetooth Enabled Computer Storage Devices
United States	Published	13/728,000	Dec 27, 2012			Secure User Authentication for Bluetooth Enabled Computer Storage Devices
United States	Issued	13/958,186	Aug 2, 2013	8,725,985	May 13, 2014	Logical-to-Physical Address Translation for a Removable Data Storage Device
United States	Issued	13/958,910	Aug 5, 2013	9,026,776	May 5, 2015	Portable Desktop Device And Method Of Host Computer System Hardware Recognition And Configuration

Europe	Published	13861029.0	Dec 3, 2013			Bootability with Multiple Logical Unit Numbers
Europe	Published	13860762.7	Dec 3, 2013			Preboot Environment with System Security Check
United States	Issued	14/152,317	Jan 10, 2014	9,053,321	Jun 9, 2015	Antivirus System and Method for Removable Media Devices
United States	Issued	14/154,691	Jan 14, 2014	9,064,114	Jun 23, 2015	Method and device for Scanning Data for Signatures Prior to Storage in a Storage Device
United States	Issued	14/170,074	Jan 31, 2014	9,064,103	Jun 23, 2015	Method And Apparatus For Secure Credential Entry Without Physical Entry
United States	Allowed	14/250,440	Apr 11, 2014	9,286,243	Mar 15, 2016	Logical-to-Physical Address Translation for a Removable Data Storage Device
United States	Published	14/665,117	Mar 23, 2015			Data Authentication Using Plural Electronic Keys
United States	Issued	14/703,339	May 4, 2015	9,268,943	Feb 23, 2016	Portable Desktop Device And Method Of Host Computer System Hardware Recognition And Configuration
United States	Published	14/747,739	Jun 23, 2015			Method And Apparatus For Secure Credential Entry Without Physical Entry
United States	Published	14/810,553	Jul 28, 2015			Preboot Environment with System Security Check
United States	Published	14/822,202	Aug 10, 2015			Recovering from Unexpected Flash Drive Removal

Exhibit B

Acquired Intellectual Property – Trademark Registrations and Trademark Applications

See attached.

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