

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5289505

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ENTITY CONVERSION FROM INC TO LLC
RESUBMIT DOCUMENT ID:	505095083

CONVEYING PARTY DATA

Name	Execution Date
WESTERN DIGITAL (FREMONT), INC	06/29/2007

RECEIVING PARTY DATA

Name:	WESTERN DIGITAL (FREMONT), LLC
Street Address:	5601 GREAT OAKS PARKWAY
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95119

PROPERTY NUMBERS Total: 220

Property Type	Number
Application Number:	14943391
Application Number:	09107221
Application Number:	09191835
Application Number:	08121876
Application Number:	08988544
Application Number:	09055730
Application Number:	09006307
Application Number:	08803578
Application Number:	09009718
Application Number:	08885283
Application Number:	09385844
Application Number:	09015970
Application Number:	09085156
Application Number:	09189137
Application Number:	09046796
Application Number:	09010006
Application Number:	09055729
Application Number:	09618586
Application Number:	09190883

PATENT

Property Type	Number
Application Number:	09227323
Application Number:	09250894
Application Number:	09073712
Application Number:	09321486
Application Number:	09135939
Application Number:	09173472
Application Number:	09247814
Application Number:	09289692
Application Number:	09188275
Application Number:	09335156
Application Number:	09093042
Application Number:	09497857
Application Number:	09225287
Application Number:	09205338
Application Number:	09159128
Application Number:	09695592
Application Number:	09614241
Application Number:	09213472
Application Number:	09248572
Application Number:	09285318
Application Number:	09266678
Application Number:	09178588
Application Number:	09272057
Application Number:	09221799
Application Number:	09274187
Application Number:	09189059
Application Number:	09235098
Application Number:	10153067
Application Number:	10152909
Application Number:	09400205
Application Number:	09246184
Application Number:	09192388
Application Number:	09349745
Application Number:	09289329
Application Number:	10175399
Application Number:	09327209
Application Number:	09239594
Application Number:	09994436

Property Type	Number
Application Number:	09311939
Application Number:	09325057
Application Number:	09413287
Application Number:	09351743
Application Number:	09330461
Application Number:	09306375
Application Number:	09352544
Application Number:	09410107
Application Number:	09317795
Application Number:	09447944
Application Number:	09350773
Application Number:	09379892
Application Number:	09335155
Application Number:	09357580
Application Number:	09338836
Application Number:	09345552
Application Number:	09387619
Application Number:	09426145
Application Number:	09336646
Application Number:	11101045
Application Number:	09413614
Application Number:	09454202
Application Number:	09393056
Application Number:	09523587
Application Number:	09426171
Application Number:	09374591
Application Number:	09938084
Application Number:	10105603
Application Number:	09421995
Application Number:	09517217
Application Number:	09473506
Application Number:	09502370
Application Number:	09523025
Application Number:	09519150
Application Number:	09641025
Application Number:	09579663
Application Number:	09596798
Application Number:	10752283

Property Type	Number
Application Number:	09585988
Application Number:	09636304
Application Number:	09772356
Application Number:	10783678
Application Number:	09747202
Application Number:	09999694
Application Number:	09770941
Application Number:	09943859
Application Number:	09875413
Application Number:	09902873
Application Number:	10751215
Application Number:	09860158
Application Number:	10074494
Application Number:	10011063
Application Number:	10020663
Application Number:	10055118
Application Number:	10017647
Application Number:	10074394
Application Number:	10741841
Application Number:	10017925
Application Number:	09978435
Application Number:	10026327
Application Number:	10226398
Application Number:	09907152
Application Number:	10079116
Application Number:	09969315
Application Number:	09990425
Application Number:	10007430
Application Number:	10071796
Application Number:	10086756
Application Number:	10071798
Application Number:	13118218
Application Number:	12033991
Application Number:	10854119
Application Number:	11009753
Application Number:	10853416
Application Number:	10137030
Application Number:	10024438

Property Type	Number
Application Number:	10903977
Application Number:	09952989
Application Number:	10290880
Application Number:	10213532
Application Number:	10100790
Application Number:	10042673
Application Number:	10016027
Application Number:	10261119
Application Number:	10146517
Application Number:	10161522
Application Number:	10192458
Application Number:	10100751
Application Number:	10214044
Application Number:	10176016
Application Number:	10155598
Application Number:	10698747
Application Number:	10741857
Application Number:	10277463
Application Number:	10816271
Application Number:	10223992
Application Number:	10770992
Application Number:	10222042
Application Number:	10356149
Application Number:	10326514
Application Number:	10364799
Application Number:	10724385
Application Number:	10349470
Application Number:	10323128
Application Number:	10771054
Application Number:	10769409
Application Number:	10956234
Application Number:	10966543
Application Number:	10909226
Application Number:	10769239
Application Number:	10986631
Application Number:	10837350
Application Number:	10856403
Application Number:	10816294

Property Type	Number
Application Number:	10846040
Application Number:	11856861
Application Number:	10816158
Application Number:	10724309
Application Number:	11871672
Application Number:	10788653
Application Number:	11699777
Application Number:	10819533
Application Number:	10833460
Application Number:	10909224
Application Number:	10932671
Application Number:	11116658
Application Number:	11047401
Application Number:	11112112
Application Number:	11350993
Application Number:	11039635
Application Number:	11046972
Application Number:	11192591
Application Number:	11296735
Application Number:	11414569
Application Number:	11348190
Application Number:	11367819
Application Number:	11450607
Application Number:	11635830
Application Number:	11643493
Application Number:	11643494
Application Number:	11521949
Application Number:	11605635
Application Number:	11716346
Application Number:	11600348
Application Number:	11643446
Application Number:	11726793
Application Number:	11800553
Application Number:	11789190
Application Number:	11787515
Application Number:	11803071
Application Number:	08844167
Application Number:	09019225

Property Type	Number
Application Number:	09005913
Application Number:	09005914
Application Number:	09235129
Application Number:	09234620
Application Number:	09234615
Application Number:	09111098
Application Number:	09338785
Application Number:	09179279
Application Number:	09179278
Application Number:	09248766
Application Number:	09429553

CORRESPONDENCE DATA

Fax Number: (408)801-9019

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.

Phone: 4088012863

Email: simona.benjamin@wdc.com

Correspondent Name: WESTERN DIGITAL TECHNOLOGIES

Address Line 1: 951 SANDISK DRIVE

Address Line 2: LEGAL DEP./SIMONA BENJAMIN

Address Line 4: MILPITAS, CALIFORNIA 95035

ATTORNEY DOCKET NUMBER:	WDF INC TO WDF LLC_220
NAME OF SUBMITTER:	SIMONA BENJAMIN
SIGNATURE:	/SB/
DATE SIGNED:	12/18/2018

Total Attachments: 18

source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page1.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page2.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page3.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page4.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page5.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page6.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page7.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page8.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page9.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page10.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page11.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page12.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page13.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page14.tif
source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page15.tif

source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page16.tif

source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page17.tif

source=WD Fremont - AWC of Sole Stockholder re conversion from Inc to LLC (6-29-07)#page18.tif

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF SOLE STOCKHOLDER
OF WESTERN DIGITAL (FREMONT), INC.**

June 29, 2007

The undersigned, being the sole stockholder of Western Digital (Fremont), Inc., a Delaware corporation (the "Company"), acting pursuant to Section 228 of the Delaware General Corporation Law, hereby adopts the following recitals and resolutions by written consent effective as of the date first set forth above:

APPROVAL OF THE CONVERSION

WHEREAS, the Board of Directors of the Company (the "Board") has determined that it is in the best interests of the Company and its stockholder that the Company be converted, pursuant to, and in accordance with, the Delaware General Corporation Law, into a Delaware limited liability company pursuant to the Certificate of Conversion, attached hereto as Exhibit A, and the Certificate of Formation, attached hereto as Exhibit B (collectively, the "Conversion"), and the Board has recommended to the stockholder that the Certificate of Conversion, the Certificate of Formation and any related transactions be authorized, ratified and approved; and

WHEREAS, the stockholder of the Company deems it to be in the best interests of the Company and itself to authorize, ratify and approve the Certificate of Conversion and the Certificate of Formation, as well as to carry out the transactions contemplated therein and thereby, including but not limited to the Conversion and any related transactions.

NOW, THEREFORE, BE IT RESOLVED, that the stockholder of the Company hereby authorizes, ratifies and approves the Conversion and any and all related transactions, such Conversion to be effective upon the effective date of the filing of the Certificate of Conversion and the Certificate of Formation in the office of the Secretary of State of Delaware.

RESOLVED FURTHER, the Certificate of Conversion, the Certificate of Formation and the transactions contemplated therein and thereby, including but not limited to the Conversion and any related transactions, are hereby authorized, ratified and approved.

RESOLVED FURTHER, that the relevant officers, and such other persons as those officers deem fit and legally authorized, are hereby authorized and directed, for and on behalf of the Company, to file the relevant documents and agreements to execute and carry out the purposes of the Certificate of Conversion and the

Certificate of Formation, and execute any other agreements as such persons may deem to be necessary or appropriate to effectuate the purposes of the Certificate of Conversion and the Certificate of Formation and the transactions contemplated thereby and related thereto, the execution thereof by such person conclusively to evidence the due authorization and ratification thereof by the Company.

RESOLVED FURTHER, that for the purpose of facilitating the Conversion, each member of the Board or any of the proper officers of the Company is authorized and directed, in the name and on behalf of the Company, to take all actions that such person considers necessary or advisable to comply with all other applicable laws, rules or regulations, including, without limitation, seeking all other requisite consents and approvals that may be necessary or desirable to effect the Conversion and executing, verifying, acknowledging, delivering and filing, in the name and on behalf of the Company, all other requisite reports, forms or other documents.

APPROVAL OF THE OPERATING AGREEMENT

WHEREAS, the Board has determined that it is in the best interests of the Company and its stockholder that the Limited Liability Company adopt the Operating Agreement in the form attached hereto as Exhibit C (the "Operating Agreement") following the Conversion, and the Board has recommended to the stockholder that the Operating Agreement be authorized, ratified and approved; and

WHEREAS, the stockholder of the Company deems it to be in the best interests of the Company and itself to authorize, ratify and approve the Operating Agreement on behalf of the Limited Liability Company following the Conversion.

NOW, THEREFORE, BE IT RESOLVED, that the stockholder of the Company hereby authorizes, ratifies and approves the Operating Agreement to be entered into by the Limited Liability Company upon the effective date of the filing of the Certificate of Conversion and the Certificate of Formation in the office of the Secretary of State of Delaware.

RESOLVED FURTHER, that the Manager and the relevant officers, and such other persons as those officers deem fit and legally authorized, are hereby authorized and directed, for and on behalf of the Limited Liability Company, to execute the Operating Agreement and carry out the purposes of the Operating Agreement, and execute any other agreements as such persons may deem to be necessary or appropriate to effectuate the purposes of the Operating Agreement and the transactions contemplated thereby and related thereto, the execution thereof by such person conclusively to evidence the due authorization and ratification thereof by the Limited Liability Company.

APPOINTMENT OF MANAGER

WHEREAS, the Operating Agreement currently provides that the operations and affairs of the Limited Liability Company shall be managed by a Manager; and

WHEREAS, it is in the best interests of this Company that a Manager be appointed and confirmed on behalf of the Limited Liability Company.

NOW, THEREFORE, BE IT RESOLVED, that **Raymond M. Bukaty** is hereby appointed as the Manager of the Limited Liability Company, to serve until the Manager resigns or is removed in accordance with the terms of the Operating Agreement.

GENERAL

RESOLVED FURTHER, that the Manager and the officers of the Company be, and each of them hereby is, authorized at any time and from time to time to do and perform any and all acts or things, including, without limitation, the execution and delivery of any and all further agreements, documents, instruments or papers of whatever kind or nature, which such Manager or officers or any of them may consider necessary or desirable to effect the intent of any and all of the foregoing resolutions; and the performance of such other acts and things by any of such officers shall evidence conclusively and for all purposes that such Manager or officer or officers considered the same to be necessary or desirable as aforesaid and that such act or thing so done or performed was hereby authorized; and that all such acts or things heretofore performed by the Manager and the officers of this Company are hereby ratified and approved.

By: Western Digital Technologies, Inc.



Raymond M. Bukaty

Its: Senior Vice President, Administration,
General Counsel and Secretary

EXHIBIT A

CERTIFICATE OF CONVERSION

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

- 1.) The jurisdiction where the Corporation first formed is Delaware.
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.
- 3.) The date the corporation first formed is July 7, 2003.
- 4.) The name of the Corporation immediately prior to filing this Certificate is
Western Digital (Fremont), Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of
Formation is Western Digital (Fremont), LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the
29th day of June, A.D. 2007.

By: 
Authorized Person

Name: Raymond M. Bukaty
Print or Type

EXHIBIT B

CERTIFICATE OF FORMATION

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:06 AM 06/29/2007
FILED 11:06 AM 06/29/2007
SRV 070766762 - 3678835 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

• First: The name of the limited liability company is Western Digital (Fremont), LLC

• Second: The address of its registered office in the State of Delaware is
160 Greentree Dr., Ste. 101 in the City of Dover
Zip Code 19904

The name of its Registered agent at such address is National Registered Agents, Inc.

• Third: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this
29th day of June, 2007

By: 
Authorized Person(s)

Name: Raymond M. Bukaty
Typed or Printed

EXHIBIT C

OPERATING AGREEMENT

**OPERATING AGREEMENT OF
WESTERN DIGITAL (FREMONT), LLC,
a Delaware Limited Liability Company**

This Operating Agreement is adopted as of June 29, 2007 by Western Digital Technologies, Inc., a Delaware corporation, the sole member ("Member") of Western Digital (Fremont), LLC, a Delaware limited liability company. Certain capitalized words used herein have the meanings set forth in Section 2 hereof.

1. ORGANIZATION

1.1 General. Western Digital (Fremont), LLC (the "Company") was formed as a Delaware limited liability company by the execution and filing of the Certificate with the Delaware Secretary of State in accordance with the Act, and the rights and liabilities of the Member shall be as provided in such Act as may be modified in this Agreement. In the event of a conflict between the provisions of the Act and the provisions of this Agreement, the provisions of this Agreement shall prevail unless the Act specifically provides that an operating agreement may not change the provision in question.

1.2 Business Purpose. The Company may engage in any lawful business activity in which a Delaware limited liability company may engage, as determined from time to time by the Member, except that the Company shall not engage in the trust company business or in the business of banking or insurance.

1.3 Name and Address of Company. The business of the Company shall be conducted under the name "Western Digital (Fremont), LLC" and its principal executive office shall be at the address as determined from time to time by the Member.

1.4 Term. The term of this Agreement shall be coterminous with the period of duration of the Company as provided in the Certificate, which is perpetual, unless sooner terminated as provided in this Agreement.

1.5 Required Filings. The Member shall cause to be executed, filed, recorded and/or published, such certificates and documents as may be required by this Agreement or by law in connection with the formation and operation of the Company.

1.6 Agent for Service of Process. The Company's initial agent for service of process shall be as provided in the Certificate. The agent for service of process may be changed from time to time by the Member by causing the filing of the name of the new agent for service of process in accordance with the Act.

1.7 Tax Status. The Company shall be treated as a disregarded entity of the Member for federal and state income tax purposes.

2. DEFINITIONS

For purposes of this Agreement, the terms defined herein below shall have the following meaning unless the context clearly requires a different interpretation:

2.1 **“Act”** shall mean the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et. seq.), as may be amended from time to time

2.2 **“Affiliate”** shall mean with respect to any person or entity: (a) any person or entity directly or indirectly controlling, controlled by, or under common control with such person or entity; (b) any person or entity owning or controlling 10% or more of the outstanding voting securities or beneficial interests of such person or entity; (c) any officer, director, general partner, manager, trustee, or anyone acting in a substantially similar capacity as to such person or entity; (d) any person or entity who is an officer, director, general partner, manager, trustee, or holder of 10% or more of the voting securities or beneficial interests of any of the foregoing; and (e) any person or entity related to such person or entity within the meaning of Internal Revenue Code Section 267(b).

2.3 **“Agreement”** shall mean this Operating Agreement of the Company.

2.4 **“Certificate”** shall mean the Certificate of Formation of the Company filed with the Delaware Secretary of State, as the same may be amended from time to time.

2.5 **“Capital Contribution”** shall mean the contribution to the capital of the Company by the Member, as provided in Section 3.1 hereof.

2.6 **“Company”** shall refer to the limited liability company created pursuant to the Certificate as governed by this Agreement.

2.7 **“Distributions”** shall mean any cash (or property to the extent applicable) distributed to the Member arising from its ownership of an interest in the Company.

2.8 **“Manager”** shall mean the person appointed as Manager pursuant to Section 5 hereof.

2.9 **“Member”** shall mean Western Digital Technologies, Inc., a Delaware corporation.

2.10 **“Net Income” and “Net Losses”** shall mean the net income and net losses, respectively, of the Company as determined for federal income tax purposes.

3. CAPITAL

3.1 **Capital Contributions.** The Member may make contributions from time to time in its sole and absolute discretion, which contributions shall be shown on Exhibit A, attached hereto.

3.2 **Interest.** The Member shall not receive interest on its contribution to the capital of the Company.

4. FINANCIAL

4.1 Fiscal Year. The fiscal year of the Company shall be the same as that of the Member unless the Member determines that some other fiscal year would be more appropriate and obtains the consent of the Internal Revenue Service, if necessary, to use that other fiscal year.

4.2 Expenses of the Company. The Company shall pay or reimburse to the Member any expenses incurred by the Member on behalf of the Company.

4.3 Net Income, Net Losses and Distributions.

(a) Distributions. Cash or other property shall be distributed at such times and in such amounts as determined by the Member in its sole discretion.

(b) Allocations of Net Income and Net Losses. Net Income and Net Losses shall be allocated to the Member.

5. MANAGEMENT

5.1 Management of the Company. The operations and affairs of the Company shall be managed by the Manager. Except as otherwise set forth in this Agreement, the Manager shall have all authority, rights, and powers conferred by law and those necessary or appropriate to carry out the purposes of the Company as set forth in Section 1.2 hereof, and all such authority, rights and powers shall be exercised by or under the direction of the Manager.

5.2 Appointment of Manager.

(a) Number and Tenure. There shall initially be one (1) Manager. Unless the Manager resigns or is removed, the Manager shall hold office for the entire term of the Company. The initial manager shall be **Raymond M. Bukaty**.

(b) Election; Qualifications of Manager. In the event of the Manager's resignation or removal pursuant to Section 5.2(d) below, a successor Manager(s) shall be elected by the Member. A Manager need not be a Member, an individual, a resident of the State of Delaware, or a citizen of the United States. By virtue of the execution of this Agreement, the Member agrees to the appointment of **Raymond M. Bukaty** as the Manager of the Company.

(c) Resignation. The Manager may resign at any time by giving written notice to the Member. The resignation of the Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal as a Member.

(d) Removal. The Manager may be removed for any reason by the Member.

(e) Vacancies. Any vacancy of the Manager occurring for any reason shall be filled by appointment by the Member.

5.3 Authority of the Manager. The Manager is an agent of the Company for the purpose of its business or affairs, and the act of the Manager, including, but not limited to, the

execution, in the name of the Company, of any instrument, for the apparent purpose of carrying on in the usual way the business or affairs of the Company, binds the Company, unless the Manager has, in fact, no authority to act for the Company in the particular matter and the person with whom the Manager is dealing has actual knowledge of the fact that the Member has no such authority

5.4 Responsibilities of the Manager. The Manager shall devote such time to administering the business of the Company as the Manager reasonably deems necessary to perform the Manager's duties as set forth in this Agreement. Nothing in this Agreement shall preclude the employment by the Company of any agent or third party to provide services in respect of the business of the Company; provided, however, that the Manager shall continue to have ultimate responsibility under this Agreement. The Manager shall cause to be filed such certificates or filings as may be required for the continuation and operation of the Company as a limited liability company in any state in which the Company elects to do business.

5.5 Meetings of Manager. Nothing in this Agreement is intended to require that meetings of the Manager be held, it being the intent of the Members that meetings of the Manager are not required. Any action required or permitted to be taken by the Manager may be taken by the Manager without a meeting. Such action by written consent shall have the same force and effect as a validly approved action taken at a duly called meeting of the Manager.

5.6 Compensation of Manager. Except as otherwise provided herein or as determined by the Member, the Manager shall not be entitled to compensation for services solely in its capacity as a Manager.

5.7 Appointment and Duties of Officers.

(a) **Appointment of Officers.** The Manager may, but is not required to, appoint officers of the Company. The officers of this Company may include a President, a Secretary and a Chief Financial Officer. Each officer shall exercise such powers and perform such duties as are prescribed herein or as determined by the Manager. Any number of offices may be held by the same person. An officer need not be a Member of the Company.

(b) **Term of Office.** The Manager may appoint officers to serve for any period of time that it deems appropriate. Each officer shall hold office and perform such duties appurtenant thereto until he or she shall resign or shall be removed or otherwise be disqualified to serve, or until a successor to such office is appointed upon the expiration of his or her term if a term is specified.

(c) **Removal and Resignation.** Any officer may be removed, either with or without cause, by the Manager, at any regular or special meeting thereof, or by any officer upon whom such power of removal may be conferred by the Manager (subject, in each case, to the rights, if any, of an officer under any contract of employment). Any officer may resign at any time by giving written notice to the Manager or to the Secretary of the Company, without prejudice, however, to the rights, if any, of the Company under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled, if at all, in the manner prescribed in this Agreement for regular appointments to such office.

6. **LIABILITY, RIGHTS AND AUTHORITY OF THE MEMBER.** Except as specifically provided in this Agreement or the Act, the Member shall not be liable for the debts, liabilities, contracts, or any other obligations of the Company.

7. **DISSOLUTION AND TERMINATION OF THE COMPANY**

7.1 **Events Causing Cancellation.** Notwithstanding any provisions of the Act, the Company shall be dissolved and its affairs shall be wound-up only upon the earliest to occur of the following events:

- (a) The written consent of the Member; or
- (b) Entry of a decree of judicial dissolution pursuant to Section 18-802 of the Act.

7.2 **Certificate of Cancellation.** As soon as possible following the occurrence of any of the events specified in Section 7.1, the Member, or his legal representative, shall execute a certificate of cancellation/dissolution in such form as shall be prescribed by the Delaware Secretary of State and file such certificate as required by the Act.

7.3 **Distribution on Dissolution.** In the event of dissolution, the Member shall take full account of the Company's assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining their fair value, or, if the assets cannot be sold, they shall be valued and distributed in kind, and shall apply and distribute the proceeds or assets in the following order:

- (a) To the payment of creditors of the Company;
- (b) To the creation of any reserves which the Member deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;
- (c) To the repayment of any outstanding loans made by the Member to the Company; and
- (d) To the Member.

8. **INDEMNIFICATION**

8.1 **General.** The Company, its receiver or its trustee, shall indemnify, defend and save harmless the Member and Manager or any of their Affiliates (each an, "Indemnitee") to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, against all expenses, liabilities and loss (including attorneys' fees, judgments, fines, and amounts paid or to be paid in any settlement approved in advance by the Company, such approval not to be unreasonably withheld) (collectively, "Indemnifiable Expenses") actually reasonably incurred or suffered by Indemnitee in connection with any present or future threatened, pending or contemplated investigation, claim, action, suit or proceeding, whether civil, criminal, administrative or

investigative (collectively, "Indemnifiable Litigation") (i) to which Indemnitee is or was a party or is threatened to be made a party by reason of any action or inaction in Indemnitee's capacity as a manager, director, officer or employee of the Company, or (ii) with respect to which Indemnitee is otherwise involved by reason of the fact that Indemnitee is or was serving as a manager, director, officer, employee or agent of the Company, or of any subsidiary or division, or is or was serving at the request of the Company as a manager, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Notwithstanding the foregoing, Indemnitee shall have no right to indemnification for expenses and the payment of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended.

8.2 Interim Expenses. The Company agrees to pay Indemnifiable Expenses incurred by Indemnitee in connection with any Indemnifiable Litigation in advance of the final disposition thereof, provided, however, the Indemnitee shall repay such amounts advanced only if, and to the extent that, it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Company as authorized hereby or otherwise. The advances to be made hereunder shall be paid by the Company to the Indemnitee within ten (10) days following delivery of a written request therefor by the Indemnitee to the Company.

9. MISCELLANEOUS

9.1 Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Member.

9.2 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, such provision shall be deemed severed from the remainder of this Agreement and the balance of this Agreement shall remain in effect.

9.3 Notices. All notices under this Agreement shall be in writing and shall be given to the person entitled thereto, by personal service, or by mail, first class postage prepaid and addressed to the address maintained by the Company for that person or at any other address that he or she specifies in writing.

9.4 Captions. Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenient reference. The titles and captions in no way define, limit, extend, or describe the scope of this Agreement nor the intent of any provision hereof.

9.5 Gender. Whenever required by the context, the masculine gender shall include the feminine and neuter genders, and vice versa; and the word "person" shall include a corporation, partnership, firm, or other form of association; the singular shall include the plural, and vice versa.

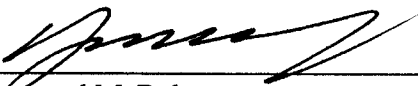
9.6 Choice of Law. Except as is necessary to ensure compliance with the Act, this Agreement shall be construed under the laws of the State of Delaware as if this Agreement were executed in and to be performed entirely within Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Member has signed this Agreement on the date first above written.

MEMBER

Western Digital Technologies, Inc.,
a Delaware corporation

By: 
Raymond M. Bukaty

Its: Senior Vice President, Administration,
General Counsel and Secretary

EXHIBIT A

CAPITAL CONTRIBUTION

Member

Western Digital Technologies, Inc.

Initial Capital Contribution

All of the assets of Western Digital (Fremont), Inc., pursuant to the conversion of Western Digital (Fremont), Inc., from a corporation to a limited liability company

June 29, 2007

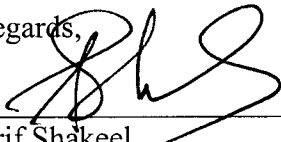
Board of Directors
Western Digital (Fremont), LLC (formerly
Western Digital Technologies, Inc.)
20511 Lake Forest Drive.
Lake Forest CA, 92630

RE: Resignation as President and Director

Dear Sirs:

I hereby tender my resignation as President and member of the Board of Directors of Western Digital (Fremont), LLC effective as of June 29, 2007.

Regards,



Arif Shakeel