

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5734185

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
SMART EMBEDDED COMPUTING, INC.		09/24/2019
RECEIVING PARTY DATA		
Name:	BARCLAYS BANK PLC	
Street Address:	745 SEVENTH AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 23		
Property Type	Number	
Application Number:	15616257	
Application Number:	13724952	
Application Number:	14482295	
Application Number:	15148271	
Application Number:	14023521	
Application Number:	14219043	
Application Number:	15651023	
Application Number:	14141580	
Application Number:	14141594	
Application Number:	14140686	
Application Number:	14219051	
Application Number:	14219057	
Application Number:	14490169	
Application Number:	14490186	
Application Number:	14490226	
Application Number:	15624319	
Application Number:	15456034	
Application Number:	15455619	
Application Number:	15700561	
Application Number:	14254930	

PATENT

Property Type	Number
Application Number:	14251677
Application Number:	13741710
Application Number:	13757038

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	09/24/2019

Total Attachments: 6

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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

SMART Embedded Computing, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 24, 2019

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Barclays Bank PLC

Internal Address: _____

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

See Schedule I

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

B. Patent No.(s)

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 23

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

Elaine Carrera
Signature

September 24, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT dated as of September 24, 2019 (this "Agreement"), among SMART Embedded Computing, Inc. (the "Grantor") and Barclays Bank PLC, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of August 26, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SMART Modular Technologies (Global Memory Holdings), Inc., a Cayman Islands exempted company ("Holdings"), SMART Modular Technologies (Global), Inc., a Cayman Islands exempted company (the "Parent Borrower"), SMART Modular Technologies, Inc., a California corporation (the "Co-Borrower" and together with the Parent Borrower, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of August 26, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrowers, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Patent Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an

42 executed signature page to this Agreement by facsimile or other electronic transmission shall be
43 effective as delivery of a manually signed counterpart of this Agreement.

44 [Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

SMART EMBEDDED COMPUTING,
INC.,

By:

A handwritten signature in black ink, appearing to read 'B. Goldberg', written over a horizontal line.

Name: Bruce Goldberg

Title: Vice President

BARCLAYS BANK PLC,
as Administrative Agent

By: Martin D. Corrigan
Name: Martin Corrigan
Title: Vice President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 050471 FRAME: 0918

Schedule I

Patent	Serial No.	Patent No.
INTEGRATED THERMAL INSERTS AND COLD PLATE	15/616257	10039210
CONFIGURABLE COOLING FOR RUGGED ENVIRONMENTS	13/724952	Pending
TIME-DIVISION MULTIPLEXING DATA AGGREGATION OVER HIGH SPEED SERIALIZER/DESERIALIZER LANE	14/482295	10027600
METHOD AND SYSTEM OF SYNCHRONIZING PROCESSORS TO THE SAME COMPUTATIONAL POINT	15/148271	10042812
EXTENDED HEAT FRAME FOR PRINTED CIRCUIT BOARD	14/023521	9414524
OPERATION OF I/O IN A SAFE SYSTEM	14/219043	9747184
OPERATION OF I/O IN A SAFE SYSTEM	15/651023	10120772
SAFETY RELAY BOX SYSTEM	14/141580	9791901
TASK BASED VOTING FOR FAULT-TOLERANT FAIL SAFE COMPUTER SYSTEMS	14/141594	9311212
FAULT-TOLERANT FAILSAFE COMPUTER SYSTEM USING COTS COMPONENTS	14/140686	9665447
RELIABLE, LOW LATENCY HARDWARE AND SOFTWARE INTER-PROCESS COMMUNICATION CHANNEL FOR SAFETY CRITICAL SYSTEM	14/219051	9317359
VOTING ARCHITECTURE FOR SAFETY AND MISSION CRITICAL SYSTEMS	14/219057	9497099
MODULAR ELECTRONICS FOR CYLINDERS	14/490169	9288929
THERMAL CONDUCTION TO A CYLINDRICAL SHAFT	14/490186	10327357
ALIGNMENT MECHANISM FOR CABLING TO A CYLINDER HEAD	14/490226	9439312
DAISY-CHAIN FOR SAFETY SYSTEMS	15/624319	Pending
END TO END FPGA DIAGNOSTICS FOR A SAFETY SYSTEM	15/456034	10338995
FPGA MISMATCHED PACKET STOP FOR A SAFETY SYSTEM	15/455619	10372579
SIGNAL PAIRING FOR MODULE EXPANSION OF A FAILSAFE COMPUTING SYSTEM	15/700561	Pending
METHOD AND SYSTEM OF SYNCHRONIZING PROCESSORS TO THE SAME COMPUTATIONAL POINT	14/254930	9348657
DIRECT CONNECT ALGORITHM	14/251677	9367375
INTEGRATED THERMAL INSERTS AND COLD PLATE	13/741710	9713287
METHOD AND DEVICE TO PROVIDE UNIFORM COOLING IN RUGGED ENVIRONMENTS	13/757038	Pending