

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7162959

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BANK OF AMERICA, N.A., AS AGENT	02/07/2022
RECEIVING PARTY DATA	
Name:	SMART HIGH RELIABILITY SOLUTIONS LLC
Street Address:	39870 EUREKA DRIVE
City:	NEWARK
State/Country:	CALIFORNIA
Postal Code:	94560
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9009391
Patent Number:	9606863
Patent Number:	8935463
Patent Number:	9141292
Patent Number:	9335935
CORRESPONDENCE DATA	
Fax Number:	(704)444-8847
<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:	213-457-6624
Email:	ksaltrick@mcguirewoods.com
Correspondent Name:	MCGUIREWOODS LLP
Address Line 1:	355 S. GRAND AVENUE SUITE 4200
Address Line 2:	ATTENTION: Y.LEE, ESQ.
Address Line 4:	LOS ANGELES, CALIFORNIA 90071
NAME OF SUBMITTER:	YOOJIN LEE
SIGNATURE:	/S/ YOOJIN LEE
DATE SIGNED:	02/07/2022
Total Attachments: 3	
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**TERMINATION AND RELEASE OF GRANT
OF SECURITY INTEREST IN UNITED STATES PATENTS**

This **TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS** (this “Release Agreement”), dated as of February 7, 2022 is made by **BANK OF AMERICA, N.A.**, a national banking association, as Agent (the “Grantee”) in favor of **SMART MODULAR TECHNOLOGIES, INC.**, a California corporation (“Technologies”), **SMART HIGH RELIABILITY SOLUTIONS LLC**, a Delaware limited liability company (“Smart High Reliability”), **SMART EMBEDDED COMPUTING INC.**, a Wisconsin corporation (“Computing”), **PENGUIN COMPUTING INC.**, a California corporation (“Penguin”; and together with Technologies, Smart High Reliability and Computing, each, a “Grantor” and collectively, the “Grantors”).

WHEREAS, the Grantors and the Grantee are parties to that certain Loan, Guaranty and Security Agreement dated as of December 23, 2020 in which the Grantors delivered to the Grantee that certain Memorandum and Notice of Security Interest in Intellectual Property (the “Memorandum”) whereby certain Grantors granted the Grantee a security interest in certain IP collateral (as that term is defined in the Memorandum) of such Grantors, including the patents and patent registrations listed on **Schedule A** attached hereto (the “Secured Patents”) for recordation with the United States Patent and Trademark Office (the “USPTO”); and

WHEREAS, the Memorandum was recorded with respect to the Secured Patents with the Patent Division of USPTO on December 23, 2020 at Reel 54739/Frame 0064; and

WHEREAS, the Obligations secured by said security interest have been paid in full or otherwise satisfied; and

WHEREAS, the Grantee therefore desires to terminate and release its security interest and all of its right, title and interest in each of the IP Collateral, including the Secured Patents, as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. **Release and Assignment.** The Grantee hereby discharges, terminates and releases the entirety of its security interest in all of the IP Collateral, including the Secured Patents, and the Grantee hereby assigns and transfers to the Grantors, without recourse, all of the Grantee’s right, title and interest in and to all of the IP Collateral and each of the Secured Patents, if any, effective as of the date set forth above.

2. **Further Assurances.** The Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release Agreement at the Grantors’ sole cost and expense.

The Grantee hereby agrees that this Release Agreement and all claims shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles except federal laws relating to national banks and Sections 14.13 and 14.15 of the Loan Agreement are hereby incorporated by reference.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantee has executed this Termination and Release of Grant of Security Interest in United States Patents as of the date written above.

BANK OF AMERICA, N.A.

By: 

Name: Carlos Gil

Title: Senior Vice President

TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN PATENTS
(Smart Modular)
SIGNATURE PAGE

PATENT
REEL: 058913 FRAME: 0165

**SCHEDULE A
TO RELEASE AGREEMENT**

SECURED PATENTS

Owner	Title	Application #	Number
SMART High Reliability Solutions LLC	SOLID STATE DRIVE ARCHITECTURE ¹	13/280,206	9,009,391
SMART High Reliability Solutions LLC	FABRIC-BASED SOLID STATE DRIVE ARCHITECTURE	13/831,816	9,606,863
SMART High Reliability Solutions LLC	COMPUTE ENGINE IN A SMART SSD EXPLOITING LOCALITY OF DATA	14/147,462	8,935,463
SMART High Reliability Solutions LLC	ENHANCED INTERFACE TO FIRMWARE OPERATING IN A SOLID STATE DRIVE	14/591,887	9,141,292
SMART High Reliability Solutions LLC	ENHANCED INTERFACE TO FIRMWARE OPERATING IN A SOLID STATE DRIVE	14/860,605	9,335,935

¹ Note this patent is a duplicate of the patent listed above. These duplicates were also included in the Memorandum and Notice of Security Interest in Intellectual Property. In the Patent Assignment Cover Sheet this entry appears under both Patent Number: 9009391 and Application Number: 13280206.