#### 507116108 02/07/2022

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7162948

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST AT REEL 040608 FRAME 0876	

#### **CONVEYING PARTY DATA**

Name	Execution Date	
BARCLAYS BANK PLC	01/07/2022	

#### **RECEIVING PARTY DATA**

Name:	SMART MODULAR TECHNOLOGIES, INC.
Street Address:	39870 EUREKA DRIVE
City:	NEWARK
State/Country:	CALIFORNIA
Postal Code:	94560

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number		
Application Number:	14512624		
Application Number:	14942787		

#### **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

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Address Line 2: SUITE 125

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NAME OF SUBMITTER:	ELAINE CARRERA	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	02/07/2022	

#### **Total Attachments: 4**

source=SMART Modular - Patent Release (040608-0876)#page1.tif source=SMART Modular - Patent Release (040608-0876)#page2.tif source=SMART Modular - Patent Release (040608-0876)#page3.tif source=SMART Modular - Patent Release (040608-0876)#page4.tif

PATENT 507116108 REEL: 058963 FRAME: 0263

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.					
Name of conveying party(ies)     Barclays Bank PLC	2. Name and address of receiving party(les) Name: SMART MODULAR TECHNOLOGIES, INC. Internal Address:				
Additional name(s) of conveying party(ies) attached?					
4. Application or patent number(s):	document serves as an Oath/Declaration (37 CFR 1.63).				
A. Patent Application No.(s)	B. Patent No.(s)				
See Schedule I	See Schedule I				
Additional numbers attached? Yes No  5. Name and address to whom correspondence 6. Total number of applications and patents concerning document should be mailed: involved: 2					
Name: Elaine Carrera, Senior Paralegal	7. Total fee (37 CFR 1.21(h) & 3.41) \$				
Internal Address: Street Address: c/o Cahill Gordon & Reindel LLP, 32 Old Slip	Authorized to be charged to deposit account  Enclosed  None required (government interest not affecting title)				
City: New York	8. Payment Information				
State: NY Zip: 10005					
Phone Number: (212) 701-3365  Docket Number:	Deposit Account NumberAuthorized User Name				
9. Signature:	رار المراد February 7, 2022				
Signature	Date				
Elaine Carrera	Total number of pages including cover 4 sheet, altachments, and documents:				
Name of Person Signing sheet, attachments, and documents:					
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450					

PATENT REEL: 058963 FRAME: 0264

#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of January 7, 2022 (the "Effective Date"), is made by Barclays Bank PLC, in its capacity as Administrative Agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (the "Grantors").

WHEREAS, pursuant to that certain Collateral Agreement, dated as of August 26, 2011, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Collateral Agreement"), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, SMART Modular Technologies, Inc. executed and delivered a Patent Security Agreement, dated as of November 10, 2016, among the Administrative Agent and Grantor (the "2016 SMART Modular Technologies Patent Security Agreement"), Grantor, by reference to the Collateral Agreement, reaffirmed its intent to grant the security interest to the Administrative Agent specifically in certain collateral (as that term is defined in the 2016 SMART Modular Technologies Patent Security Agreement, including the Patents set forth on Schedule I hereto);

WHEREAS, the 2016 SMART Modular Technologies Patent Security Agreement was recorded with the United States Patent and Trademark Office on November 14, 2016 at Reel/Frame 040608/0876;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the 2016 SMART Modular Technologies Patent Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Patent Collateral, including the patents and patent applications set forth Schedule I attached hereto, arising under the Collateral Agreement, the 2016 SMART Modular Technologies Patent Security Agreement and the Patent Succession Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Patent Collateral, the Agent, without representation or warranty of any kind, hereby re-transfers, reconveys and re-assigns such right, title or interest to the Grantors.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the 2016 SMART Modular Technologies Patent Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

PATENT REEL: 058963 FRAME: 0265 IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Barclays Bank PLC, acting in its capacity as Agent for the Lenders

By:\_\_\_\_\_

Name: Jake Lam

Title: Assistant Vice President

**GRANTORS:** 

SMART MODULAR TECHNOLOGIES, INC.

REEL: 058963 FRAME: 0266

# $\underline{\textbf{SCHEDULE I}}$

### **Patent Collateral**

# Release of Patent Security Agreement recorded November 14, 2016 at Reel/Frame 040608/0876

	Owner	Patent Title	Serial No. Filing Date	Patent No. Issue Date	Status
1.	Smart Modular	Data storage system with information exchange	14512624		Published
	Technologies, Inc.	mechanism and method of operation thereof	10/13/2014		
2.	Smart Modular	Extended capacity memory system with load	14942787		Published
	Technologies, Inc.	relieved memory and method of manufacture	11/16/2015		
	_	thereof			

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PATENT REEL: 058963 FRAME: 0267