

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/19/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Successor Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2121371	SMART MODULAR TECHNOLOGIES	
Registration Number:	2936255	MHUB	
Serial Number:	85258328	SAFE STOR	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	305896-10		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	09/22/2014		
Total Attachments: 5			
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NOTICE OF SUCCESSION OF AGENCY
REEL/FRAME 026818/0512
REEL/FRAME 004612/0931

This NOTICE OF SUCCESSION OF AGENCY (this “Notice”), dated as of September 19, 2014 (the “Effective Date”), is executed by JP Morgan Chase Bank, N.A., in its capacity as Administrative Agent under the Original Agreements (as defined below) (the “Prior Agent”), and Barclays Bank PLC, in its capacity as Administrative Agent under the Current Agreements (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 26, 2011 by and among the Borrowers, Prior Agent and certain other parties thereto (the “Original Credit Agreement”), the Prior Agent and certain grantor parties identified on the signature page hereto (the “Grantors”) entered into that certain Collateral Agreement, dated as of August 26, 2011 (the “Original Security Agreement”), the Patent Security Agreement, dated as of August 26, 2011 (the “Patent Security Agreement”) and the Trademark Security Agreement, dated as of August 26, 2011 (the “Trademark Security Agreement”) and, together with the Patent Security Agreement, the “Intellectual Property Security Agreements”), pursuant to which the Grantors granted a security interest in and to certain collateral;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on August 26, 2011 at Reel/Frame 026818/0512, with respect to the patents identified on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 26, 2011 at Reel/Frame 004612/0931, with respect to the trademarks identified on Schedule B attached hereto;

WHEREAS, the Original Credit Agreement was amended by Amendment No. 1 dated December 13, 2011, the Refinancing Amendment dated August 20, 2014 and as further amended by Amendment No. 2, dated as of September 19, 2014 (as amended, the “Current Agreement”), and in connection with the transactions under the Current Agreement, the Prior Agent, the Successor Agent, the Borrowers and certain other parties have entered into that certain Resignation, Waiver, Consent and Appointment Agreement, dated as of August 20, 2014 and effective as of the Effective Time (as defined therein) (the “Resignation Agreement”), whereby the Prior Agent resigned as Administrative Agent, Collateral Agent, Swingline Lender and Issuing Bank and is succeeded to and replaced by the Successor Agent as successor Administrative Agent, Collateral Agent, Swingline Lender and Issuing Bank;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement.
2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent has ceased to be Administrative Agent under such capacity and is succeeded to and replaced by the Successor Agent as Administrative Agent under such capacity. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Intellectual Property Security Agreements, which security interest is now succeeded by and transferred to the Successor Agent.

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Goh Siew Tan

Title: Executive Director

BARCLAYS BANK PLC

By:

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

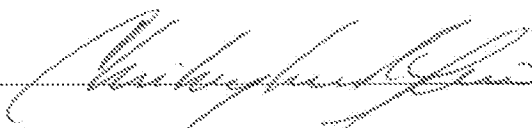
JPMORGAN CHASE BANK, N.A.

By:

Name:

Title:

BARCLAYS BANK PLC

By: 

Name: Christopher R. Lee

Title: Assistant Vice President

Schedule A

PATENTS OWNED BY SMART MODULAR TECHNOLOGIES, INC.

Patent Registrations

<u>Country</u>	<u>Issue Date</u>	<u>Patent No.</u>
USA	3/18/97	5,613,094
USA	1/6/98	5,706,239
USA	3/24/09	7,509,545
USA	6/30/09	7,555,582
USA	11/24/09	7,623,355
USA	2/9/10	7,660,911 B2
USA	5/25/10	7,724,604 B2
USA	5/3/11	7,937,641
USA	6/7/2011	7,956,450
USA	4/16/2013	8,423,724
USA	7/1/2014	8,767,463
USA	2/4/2014	8,644,105
USA	11/29/2011	8,068,378
USA	8/21/2012	8,250,295
USA	2/19/2013	8,379,391

Patent Applications

<u>Country</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
USA	7/2/09	12/497,484
USA	6/29/06	12/902,073

Schedule B

TRADEMARK/TRADE NAMES OWNED BY SMART MODULAR TECHNOLOGIES, INC.

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
USA	SMART Modular Technologies	12/16/97	2121371
USA	M-HUB	3/29/05	2936255
USA	SAFE STOR	3/4/11	85258328

Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None.			

Trade Names

<u>Country(s) Where Used</u>	<u>Trade Names</u>
None.	