

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantum LTO Holdings, LLC		12/27/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2836782	LINEAR TAPE-OPEN	
Registration Number:	2487985	LTO	
Registration Number:	2815237	LTO LINEAR TAPE-OPEN	
Registration Number:	2487984	ULTRIUM	
Registration Number:	4623199	ULTRIUM LTO	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-16079		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		

OP \$140.00 2836782

DATE SIGNED:

01/08/2019

Total Attachments: 14

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THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS AS EVIDENCED HEREBY ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF (AS AMENDED OR MODIFIED FROM TIME TO TIME), BY AND AMONG AGENT, AS ABL AGENT, AND U.S. BANK NATIONAL ASSOCIATION, AS TERM AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 27, 2018, is made by QUANTUM LTO HOLDINGS, LLC, a Delaware limited liability company ("Quantum LTO" and together with each Person joined hereto as a "Grantor" from time to time, collectively, "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and permitted assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent").

W I T N E S E T H:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Security Agreement, dated of even date herewith, by and among the Agent, the financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "Lenders"), the Grantors and each other Person hereafter joined thereto as a borrower or guarantor from time to time (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), Agent and Lenders have made and/or will hereinafter make certain extensions of credit to certain of the Grantors upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of the Secured Parties, security interests in and liens upon substantially all of each Grantor's assets, including without limitation all of each Grantor's Intellectual Property Collateral (as hereinafter defined); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable), in order to perfect and/or protect all of Agent's security interest in and liens upon the Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each Lender, each of the other Secured Parties and each other holder of any Obligations, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each Lender and each of the other Secured Parties, a continuing security interest in and to and Lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired, and wheresoever located (the "Intellectual Property Collateral"):

(a) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications constituting Collateral, including, without limitation, those referred to on Schedule 2 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 3 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) any claims for damages by way of any past, present, or future infringement of any of the foregoing and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor, and all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations unless and until all of the Obligations have been Paid in Full and the Credit Agreement has been terminated in accordance with its terms.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property.

Section 2. Credit Agreement. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Agent pursuant to the Credit Agreement and/or any of the Other Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests in and liens upon the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that upon the acquisition by such Grantor of any new Intellectual Property Collateral, Grantors shall, concurrently with the delivery of a Compliance Certificate under Section 9.7, 9.8 or 9.9 of the Credit Agreement with respect to the period in which such acquisition of such new Intellectual Property Collateral occurred, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a "Supplement"), listing all such newly acquired Intellectual Property Collateral on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of the other Secured Parties, to secure the Obligations. Each Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Intellectual Property Collateral (in each case, other than Excluded Property) shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. Without limiting Grantors' obligations under this Section, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power, subject in each case to the provisions of the Intercreditor Agreement, to execute and endorse in the name of such Grantor any supplement or other documentation in order to unilaterally modify this Agreement by amending any of the Schedules hereto to include any newly acquired Intellectual Property Collateral of any Grantor and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable, in the name of and on behalf of such Grantor. Notwithstanding the foregoing, no failure to so

modify this Agreement or amend any Schedule hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on any Schedule hereto.

Section 6. Termination. Upon Payment in Full of all of the Obligations and the termination of the Credit Agreement in accordance with its terms, upon the written request of any Grantor, and at the sole expense of such Grantor, Agent shall execute and deliver to such Grantor an instrument, in form and substance reasonably satisfactory to Agent, in writing in recordable form releasing the lien and security interest of Agent in the Intellectual Property Collateral granted under this Agreement and each Supplement.

Section 7. Miscellaneous. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement {agreements regarding, consents to and waivers regarding jurisdiction and venue}, Section 16.5 of the Credit Agreement {indemnities by Grantors}, Section 16.6 of the Credit Agreement {notices}, Section 16.9 of the Credit Agreement {expenses} and Article XII of the Credit Agreement {certain waivers including waivers of the rights of jury trial} are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and permitted assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement except in accordance with the provisions of the Credit Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 8. Amendment and Restatement. This Agreement amend and restates, but does not extinguish the obligations evidenced by, that certain Intellectual Property Security Agreement, dated as of September 27, 2018 by Quantum LTO in favor of Agent.

In witness whereof, each Grantor has caused this Amended and Restated Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

QUANTUM LTO HOLDINGS, LLC

By:

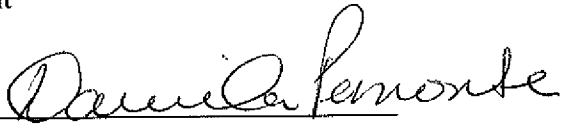
Name:  J. Michael Dodson

Title: Chief Financial Officer

{Signature Page to Amended and Restated Intellectual Property Security Agreement (Quantum LTO)}

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: 

Name: Daniela Piemonte
Title: Assistant Vice President

[Signature Page to Amended and Restated Intellectual Property Security Agreement (Quantum LTO)]

TRADEMARK
REEL: 006519 FRAME: 0693

Schedule 1
to
Amended and Restated Intellectual Property Security Agreement

Patents and Patent Applications

PATENT	(SERIAL NO.) PATENT NO.	(FILING DATE) REGIS. DATE	HOLDER
MAGNETIC TAPE CARTRIDGE	6452745	9/17/2002	Quantum LTO Holdings
MAGNETIC TAPE CARTRIDGE HAVING BRAKE WITH SKIRT PORTION THEREOF CONTACTING REEL HUB CONTINUOUS WALL PORTION	6563671	5/13/2003	Quantum LTO Holdings
MAGNETIC TAPE CARTRIDGE	6462906	10/8/2002	Quantum LTO Holdings c/o Quantum Corp
MAGNETIC TAPE CARTRIDGE	6648259	11/18/2003	Quantum LTO Holdings c/o Quantum Corp
MAGNETIC TAPE CARTRIDGE	6669127	12/30/2003	Quantum LTO Holdings c/o Quantum Corp
MAGNETIC TAPE CARTRIDGE HAVING PROJECTIONS	6717771	4/6/2004	Quantum LTO Holdings c/o Quantum Corp
MAGNETIC TAPE CARTRIDGE WITH ROTATABLY-MOUNTED MULTI-PROJECTION BRAKE RELEASE MEMBER	7085101	8/1/2006	Quantum LTO Holdings c/o Quantum Corp
TAMPER RESISTANT WRITE ONCE RECORDING OF A DATA STORAGE CARTRIDGE HAVING REWRITABLE MEDIA	7038874	5/2/2006	Quantum LTO Holdings c/o Quantum Corp
TAPE LEADER PIN ASSEMBLY AND METHOD FOR MAKING THE SAME	6003802	12/21/1999	Quantum LTO Holdings, LLC
A TAPE ARCHITECTURE AND A HEAD ARCHITECTURE FOR A LINEAR TAPE DRIVE HAVING A REDUCED ACTUATOR STROKE	8009377	8/30/2011	QUANTUM LTO HOLDINGS, LLC c/o Quantum Corporation
BOUNDING DEFECTIVE REGIONS OF A TAPE STORAGE MEDIUM	7269687	9/11/2007	QUANTUM LTO HOLDINGS, LLC c/o Quantum Corporation
MAGNETIC TAPE CARTRIDGE WITH CONICALLY INCLINED SELF-CENTERING BRAKE SURFACE	6728066	4/27/2004	QUANTUM LTO HOLDINGS, LLC c/o Quantum Corporation
METHOD FOR CONSTRUCTING RLL CODES OF ARBITRARY RATE	7714749	5/11/2010	QUANTUM LTO HOLDINGS, LLC c/o Quantum Corporation
METHODS AND SYSTEMS FOR OVERWRITE PROTECTED STORAGE MEDIA	7224545	5/29/2007	QUANTUM LTO HOLDINGS, LLC c/o Quantum Corporation
SERVO TRACK HAVING PERIODIC FRAMES OF TONE FIELD AND EMBEDDED SYNCHRONIZATION MARKS	7522372	4/21/2009	QUANTUM LTO HOLDINGS, LLC c/o Quantum Corporation

PATENT	(SERIAL NO.) PATENT NO.	(FILING DATE) REGIS. DATE	HOLDER
TAPE LEADER PIN ASSEMBLY AND METHOD FOR MAKING THE SAME	6499684	12/31/2002	Quantum LTO HOLDINGS, LLC c/o Quantum Corporation
DATA BAND IDENTIFICATION FOR TAPE SERVO SYSTEM USING MULTIPLE SERVO BANDS	(62669735)	(5/10/2018)	Quantum LTO Holdings

Schedule 2
to
Amended and Restated Intellectual Property Security Agreement

Trademarks and Trademark Applications

TRADEMARK	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	OWNER
LINEAR TAPE-OPEN	04/03/1998	75983433	04/27/2004	2836782	Quantum Lto Holdings, Llc
LTO	04/03/1998	75462012	09/11/2001	2487985	Quantum Lto Holdings, Llc
LTO LINEAR TAPE-OPEN (& Design)	03/12/1999	75659481	02/17/2004	2815237	Quantum Lto Holdings, Llc
ULTRIUM	04/03/1998	75462005	09/11/2001	2487984	QUANTUM LTO HOLDINGS, LLC
ULTRIUM LTO	01/22/2013	85829575	10/21/2014	4623199	Quantum Lto Holdings, Llc

Schedule 3
to
Amended and Restated Intellectual Property Security Agreement
Copyrights and Copyright Applications

None.

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 201__, QUANTUM LTO HOLDINGS, LLC a Delaware limited liability company ("Quantum", and any other Person that may hereafter become a party to this Agreement as a grantor of liens under the Intellectual Property Security Agreement described below, collectively, "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as "Agent" under the Credit Agreement referenced below (in such capacity, together with its successors and permitted assigns, the "Agent");

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Amended and Restated Intellectual Property Security Agreement, dated as of December 27, 2018 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantors have agreed that upon the acquisition by any Grantor of any new Intellectual Property Collateral, Grantors shall deliver to Agent a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantors shall reconfirm the grant by them of a security interest in and lien upon all such newly acquired Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Credit Agreement or any of the Other Documents, to secure the prompt payment and performance of all Obligations to Agent and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of the other

Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned or hereafter created, arising and/or acquired: the newly acquired Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing). Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

QUANTUM LTO HOLDINGS, LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Daniela Piemonte
Title: Assistant Vice President

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED _____