

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMART Embedded Computing, Inc.		09/24/2019	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77856094	SRSTACKWARE	
Serial Number:	77230325	CENTELLIS	
Serial Number:	87896566	MAXCORE	
Serial Number:	86390885	CONTROLSAFE	
Serial Number:	86470927	CONTROL SAFE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
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			

OP \$140.00 77856094

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RECORDATION FORM COVER SHEET TRADEMARKS 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.

- Individual(s)
- Partnership
- Corporation- State: WI
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 24, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party 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 registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

September 24, 2019

Date

Elaine Carrera

Name of Person Signing

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

6

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

1 TRADEMARK SECURITY AGREEMENT dated as of September
2 24, 2019 (this "Agreement"), among SMART Embedded Computing, Inc.
3 (the "Grantor") and Barclays Bank PLC, as administrative agent (in such
4 capacity, the "Administrative Agent").

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

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

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

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

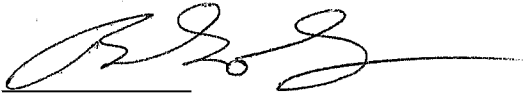
39 SECTION 4. Counterparts. This Agreement may be executed in counterparts
40 (and by different parties hereto on different counterparts), each of which shall constitute an
41 original but all of which when taken together shall constitute a single contract. Delivery of an

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: 
Name: Bruce Goldberg
Title: Vice President

BARCLAYS BANK PLC,
as Administrative Agent

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

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006752 FRAME: 0789

Schedule I

Mark	Serial No.	Reg. No.
SRSTACKWARE	77856094	4020030
CENTELLIS	77230325	3388682
MAXCORE	87896566	Pending
CONTROLSAFE	86390885	5137966
CONTROL SAFE	86470927	5091764