

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantum Design International, Inc.		08/25/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	97031099	VERSALAB	
Serial Number:	97851379	PROFILE VIEW	
Serial Number:	97031104	DYNACOOOL	
Serial Number:	97026375	NEXGEN	
Serial Number:	90833128	Q	
Serial Number:	88886947	FUSIONSSCOPE	
Serial Number:	87685760	OPTICOOOL	
Serial Number:	78824638	EVERCOOL	
Serial Number:	78474750	MICT	
Serial Number:	78252022	MPMS	
Serial Number:	78267500	PPMS	
Serial Number:	74169552	Q	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		

CH \$315.00 97031099

Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 23734820

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 08/28/2023

Total Attachments: 3

source=QDI_2023 Confirmatory Grant of Security Interest in US Trademarks [Execution Version](755555802_2)#page1.tif

source=QDI_2023 Confirmatory Grant of Security Interest in US Trademarks [Execution Version](755555802_2)#page2.tif

source=QDI_2023 Confirmatory Grant of Security Interest in US Trademarks [Execution Version](755555802_2)#page3.tif

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of August 25, 2023 by and from Quantum Design International, Inc., a California corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee").

WHEREAS, Quantum Design, Inc., a California corporation (the "Borrower") and the Grantee have entered into an Amended and Restated Credit Agreement dated as of August 25, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the Grantee have entered into a Continuing Security Agreement dated as of August 25, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Related Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Liabilities. Upon the payment in full of all Liabilities (other than unliquidated obligations that have not yet arisen), the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, evidencing such release.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

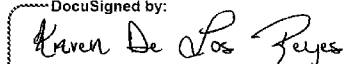
3) Miscellaneous. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

QUANTUM DESIGN INTERNATIONAL, INC.

DocuSigned by:

By: _____
Name: Gerald D. Daviess
Title: President

DocuSigned by:

By: _____
Name: Karen De Los Reyes
Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Application No.	Registration No.	Trademark
97031099		VERSALAB
97851379		PROFILE VIEW
97031104	6916057	DYNACOOOL
97026375		NEXGEN
90833128		Q
88886947		FUSIONSCOPE
87685760	5782558	OPTICOOOL
78824638	3219822	EVERCOOL
78474750	3442227	MICT
78252022	2865070	MPMS
78267500	2903290	PPMS
74169552	1682781	Q