

Form PTO-1594
(Rev. 03/01)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Benchmark Storage Innovations, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

2. Name and address of receiving party(ies)
Name: Quantum Corporation
Internal
Address: _____
Street Address: 501 Sycamore Drive
City: Milpitas State: CA Zip: 95035

Additional name(s) of conveying party(ies) attached? Yes No

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: November 13, 2002

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mark H. Tidman, Esq.
Internal Address: _____
Arent Fox Kintner Plotkin & Kahn, PLLC
Street Address: _____
1050 Connecticut Avenue, NW
City: Washington State: DC Zip: 20036

6. Total number of applications and registrations involved: **30**

7. Total fee (37 CFR 3.41).....\$ 765.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
01-2300

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.


Mark H. Tidman [Signature] 12/17/02
Name of Person Signing Signature Date




Total number of pages including cover sheet, attachments, and document: **9**




Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231


SCHEDULE A

**BENCHMARK STORAGE INNOVATIONS, INC.
TRADEMARKS & TRADEMARK APPLICATIONS**

Mark	Country	Class	Filed	Serial No.	Reg. Date	Reg. No.	Status
DLT1	U.S.	9	1/17/01	76/195,002			Published
Benchmark Storage Innovations	U.S.	9; 42	10/20/00	76/150,962			Published
DLT Valusmart	U.S.	9	1/17/01	76/196,807			Published
DLT VS	U.S.	9	1/17/01	76/194,880			Pending
DLT Valusmart	U.S.	9	1/18/01	76/195,674			Published
Valusmart Tape	U.S.	9	4/5/01	76/236,199			Published
Valusmart	U.S.	42	8/20/01	76/301,774			Pending
VS Tape	U.S.	9; 42	8/17/01	78/079,882			Pending
VS Tape (design) 	U.S.	9	8/17/01	78/079,932			Pending

Mark	Country	Class	Filed	Serial No.	Reg. Date	Reg. No.	Status
VS Tape (design) 	U.S.	9; 42	8/20/01	78/080,096			Pending
VS Tape Valusmart (design) 	U.S.	42	8/17/01	78/079,930			Pending
(design - Blue Ant) 	U.S.	42	8/20/01	76/302,080			Pending

Mark	Country	Class	Filed	Serial No.	Reg. Date	Reg. No.	Status
VS Tape (design) 	U.S.	42	8/17/01	78/079,918			Pending
VS Tape Valusmart (design) 	U.S.	9	8/17/01	78/079,924			Pending
Valusmart VS Tape Valusmart (design) 	U.S.	9	8/17/01	78/079,913			Published
	U.S.	9	8/17/01	78/079,921			Pending

Mark	Country	Class	Filed	Serial No.	Reg. Date	Reg. No.	Status
VS Tape Valusmart (design) 	U.S.	42	8/17/01	78/079,923			Pending
Blade	U.S.	9; 42	9/6/01	78/082,911			Pending
Valusmart Blade	U.S.	9; 42	9/6/01	78/082,915			Published
VS Blade	U.S.	9; 42	9/6/01	78/082,920			Pending
Valusmart Tape Blade	U.S.	9; 42	9/6/01	78/082,923			Pending
VS Tape Blade	U.S.	9; 42	9/6/01	78/082,924			Published
Valusmart 640 Blade	U.S.	9; 42	9/6/01	78/082,926			Published
Valusmart Tape 640 Blade	U.S.	9; 42	9/6/01	78/082,929			Published
VS Tape 640 Blade	U.S.	9; 42	9/6/01	78/082,931			Pending
VS 640 Blade	U.S.	9; 42	9/6/01	78/082,934			Pending
Bladeloader	U.S.	9; 42	9/6/01	78/082,936			Pending
Blade Loader	U.S.	9; 42	9/6/01	78/082,939			Pending
My First Autoloader	U.S.	9; 42	1/18/02	78/103,613			Pending
My 1 st Autoloader	U.S.	9; 42	1/18/02	78/103,618			Pending

TRADEMARK ASSIGNMENT

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BENCHMARK STORAGE INNOVATIONS, INC. , a Delaware corporation (formerly known as BENCHMARK TAPE SYSTEMS CORPORATION) ("Assignor"), hereby sells, conveys, transfers and assigns to QUANTUM CORPORATION, a Delaware corporation ("Assignee"), its successors and assigns, its entire right, title and interest, in and to the trademarks, trademark registrations and applications for trademark registrations, listed and described on Schedule A attached hereto (hereinafter the "Marks"), including: (a) the registrations of and applications for registration of the Marks; (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof; and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past infringement or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill. The foregoing assignment is made in connection with the purchase of an ongoing business by Assignee from Assignor to which the Marks pertain.

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee.

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IN WITNESS WHEREOF, Assignor has executed, and Assignee has acknowledged, this Trademark Assignment as of the Effective Date set forth below.

Effective Date: November 13, 2002

BENCHMARK STORAGE INNOVATIONS, INC. (Assignor)

By: *L. Frauenfelder*
Signature
Lewis Frauenfelder
Printed Name
President / CEO
Title

Assignor Notarization

State of Colorado)
County of Boulder) ss:

On this 2nd day of December 2002, before me, the undersigned, personally appeared Lew Frauenfelder personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

D. N. Williams
Notary Public

My Commission Expires on 8-14-2005

QUANTUM CORPORATION (Assignee)

By: *Shawn Hall*
Signature
Shawn Hall
Printed Name
VP, General Counsel
Title