

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID# \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date \_\_\_\_\_
- Merger \_\_\_\_\_
- Change of Name \_\_\_\_\_
- Other \_\_\_\_\_

#### Conveying Party(ies)

Mark if additional names of conveying parties attached  
Execution Date: Month Day Year  
**11/29/02**

Name **Kanematsu Corporation**  
Formerly \_\_\_\_\_  
 Individual  General Partnership  Limited Partnership  Corporation  Association  
Other \_\_\_\_\_  
Citizenship/State of Incorporation/Organization **Japan**

#### Receiving Party

Mark if additional names of conveying parties attached

Name **Sutmyrn Storage Corporation**  
Address (line 1) **2251 Lawson Lane, Building 7**  
Address (line 2) **Santa Clara CA 95054**  
City State/Country Zip Code  
Individual General Partnership Limited Partnership   
Corporation Association  
 Other \_\_\_\_\_  
 Citizenship/State of Incorporation/Organization **California**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

**Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**

CH \$115.00 033115 75465381

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U.S. Department of  
Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number

415-693-2487

Name **Melanie Cass**

Address (line 1) **Cooley Godward LLP**

Address (line 2) **One Maritime Plaza, 20<sup>th</sup> Floor**

Address (line 3) **San Francisco, CA 94111**

Address (line 4) \_\_\_\_\_

**Pages**

Enter total number of pages of the attached conveyance document including any attachments.

# 3

**Trademark Application Number(s) or Registration Number(s)**



Mark if additional numbers attached

Enter either the Trademark Application Number or the Trademark Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/465,381			2,320,307		
			2,131,721		
			2,050,540		

**Number of Properties**

Enter the total number of properties involved.

# 4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 03-3115

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Melanie Cass

Name of Person Signing

*Melanie Cass*

Signature

September 2003

Date Signed

## TRADEMARK COLLATERAL ASSIGNMENT AND RELEASE

THIS TRADEMARK COLLATERAL ASSIGNMENT AND RELEASE (this "*Agreement*"), dated as of November 29, 2002 (the "*Effective Date*"), is made and entered into by and between KANEMATSU CORPORATION, a corporation organized under the laws of Japan ("*Assignor*"), in favor of SUTMYN STORAGE CORPORATION, a California corporation ("*Assignee*").

### RECITALS

A. Assignee is presently indebted to Assignor in respect of various loans of money and other credit and financial accommodations from time to time made or extended by Assignors (the "*Kanematsu Debt*"; and the loan agreements, debentures, notes and other agreements, documents and instruments executed or delivered by Assignee in connection therewith to evidence the Kanematsu Debt are collectively referred to as the "*Kanematsu Debt Documents*"). Assignee's obligations to pay the Kanematsu Debt and to perform its obligations under the Kanematsu Debt Documents are secured by security interests and liens created, granted or pledged to Assignor in the personal property assets of Assignee pursuant to various security, pledge and collateral agreements and documents, including, without limitation, (i) that Trademark Collateral Assignment Agreement dated as of April 9, 1999 between Assignor and Assignee identified by the document footer number 10329.91469.1 (the "*First April 9, 1999 Trademark Collateral Assignment*"), (ii) that Trademark Collateral Assignment Agreement dated as of April 9, 1999 between Assignor and Assignee identified by the document footer number 10329.93643.1 (the "*Second April 9, 1999 Trademark Collateral Assignment*") and (iii) that Trademark Collateral Assignment Agreement dated as of July 28, 1999 between Assignor and Assignee (the "*July 28, 1999 Trademark Collateral Assignment*"; and together with the First April 9, 1999 Trademark Collateral Assignment and the First April 9, 1999 Trademark Collateral Assignment, the "*Trademark Collateral Assignments*").

B. Pursuant to the Trademark Collateral Assignments, Assignor acquired certain interests in and to the Trademarks and other Property (as such terms are separately described and defined in each of the Trademark Collateral Assignment Agreements), including, without limitation, the trademarks identified on Exhibit A attached to each Trademark Collateral Agreement, which Exhibit A is attached to this Agreement as **Schedule A hereto**, and any related goodwill associated with the Trademarks, including the trademarks identified on **Schedule A** (all of the Trademarks and other Property, as so identified and defined in the Trademark Collateral Assignments, being collectively referred to in this Agreement as the "*Trademark Assets*").

C. Assignor wishes to assign Assignor's right, title and interest in and to the Trademark Assets, solely to the extent Assignor obtained such right, title and interest in and to the Trademark Assets under or pursuant to the Trademark Collateral Assignments, to Assignee, all on terms and conditions as set forth herein, it being understood that the assignment contemplated by this Agreement shall not affect in any manner whatsoever any right, title or interest that Assignor may have in or to any Trademark Asset to the extent such right, title or interest was created by or pursuant to, or arises under, any other Kanematsu Debt Document, including, without limitation, the security interest created by Assignee in favor of Assignor in

and to the Trademark Assets pursuant to and under that Security Agreement dated as of April 9, 1999 between Assignor and Assignee and that Security Agreement dated as of April 9, 1999 between Assignor and Assignee.

**AGREEMENT**

**NOW, THEREFORE,** in exchange for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledge, Assignors agrees as follows:

1. Assignor hereby unconditionally and irrevocably sells, assigns and transfers unto Assignee, its legal representatives, successors and assigns the entire right, title and interest in and to, the Trademark Assets, including any and all reissues or extensions thereof, and any related goodwill associated therewith, solely to the extent Assignor obtained such right, title and interest in and to the Trademark Assets under or pursuant to the Trademark Collateral Assignments, it being understood that the sale, assignment and transfer effected by this Section 1 shall not affect in any manner whatsoever any right, title or interest that Assignor may have in or to any Trademark Asset to the extent such right, title or interest was created by or pursuant to, or arises under, any other Kanematsu Debt Document, including, without limitation, the security interest created by Assignee in favor of Assignor in and to the Trademark Assets pursuant to and under that Security Agreement dated as of April 9, 1999 between Assignor and Assignee and that Security Agreement dated as of April 9, 1999 between Assignor and Assignee.

2. Assignor agrees not to execute any writing or do any act whatsoever conflicting with this Agreement, and at any time upon reasonable request, without further or additional consideration but at the expense of Assignee, to execute all instruments and documents and do such additional acts as Assignee may reasonably deem necessary or desirable to perfect Assignee's enjoyment of this Agreement.

3. EXCEPT AS SET FORTH IN PARAGRAPH 2 ABOVE, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WITH REGARD TO ANY OF THE TRADEMARK ASSETS OR THE SUBJECT MATTER HEREOF. ASSIGNOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY OF THE TRADEMARK ASSETS (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE).

4. The terms and conditions of this Agreement will inure to the benefit of, and be binding upon, each of the parties and their respective successors and assigns.

5. Except to the extent preempted by the federal law of the United States of America, this Agreement will be governed by and interpreted in accordance with the local laws of the State of California, without regard to conflicts of law provisions.

6. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then:

(a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision; (b) such provision will be void to the extent it is held to be invalid or unenforceable; (c) such provision will remain in effect to the extent that it is not invalid or unenforceable; and (d) such invalidity or unenforceability will not affect any other provision of this Agreement or any other agreement between the Parties. If the invalidity or unenforceability is due to the unreasonableness of the scope or duration of the provision, then the provision will remain effective for such scope and duration as may be determined to be reasonable.

7. Notices or consents under this Agreement will be in writing and delivered personally or, if mailed, will be sent certified mail, return receipt requested, or by overnight express service, if addressed to the recipient's address and to the attention of the person indicated on the signature line below, or in either case to such other address or person as may be established by notice to the other party. Notice will be effective only upon actual receipt.

*[remainder of this page intentionally left blank]*

8. This Agreement contains the entire agreement, and supersedes any and all prior agreements, between the parties with regard to the subject matter hereof. This Agreement may not be waived, amended, or rescinded except by a writing signed by the party to be charged thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

KANEMATSU CORPORATION

By: CLB, LLC its Attorney in Fact

This Agreement is executed on behalf and in the name of Kanematsu Corporation by power of attorney pursuant to that Transfer Agreement dated as of November 29, 2002 between Kanematsu Corporation and CLB, LLC

By: *Morgan T. Savage*  
Its: Managing Director

1-2-1 Shibaura  
Minato-Ku,  
Tokyo, Japan  
105-8005