

8/25/03

08-27-2003

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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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):  
**Read-Rite Corporation**

Individuals                       Association  
 General Partnership            Limited Partnership  
 Corporation-State: Delaware  
 Other: \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: **Western Digital (Fremont), Inc.**

Internal Address: \_\_\_\_\_  
Street Address: **20511 Lake Forest Drive**  
City: **Lake Forest** State: **CA** Zip: **92630-7741**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement            Change of Name  
 Other: \_\_\_\_\_

Execution Date: **7-31-2003**

4. Application number(s) or registration number(s)  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
**2,563,682; 2,563,681; 1,897,360; 1,897,359**

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41).....\$ **\$115.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**500639**  
(Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Francie R. Gorowitz, Esq.**  
Internal Address: **O'Melveny & Myers LLP**  
Street Address: **1999 Avenue of the Stars**  
City: **Los Angeles** State: **CA** Zip: **90067-6035**

2003 AUG 25 AM 10:10  
DPR/FINANCE

08/27/2003 DRYRNE 00000016 500639 2563682  
01 FC:8521 40.00 DA  
02 FC:8528 75.00 DA

DO NOT USE THIS SPACE

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.

Francie R. Gorowitz  
Name of Person Signing

*Francie Gorowitz*  
Signature

August 20, 2003  
Date

Total number of pages including cover sheet, attachments, and document: **5**

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

CC1:630221.1

TRADEMARK  
REEL: 002813 FRAME: 0374

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of July 31, 2003, is made and entered into by and between TEVIS T. THOMPSON, JR., in his capacity as TRUSTEE for the Bankruptcy Estate of READ-RITE CORPORATION, a Delaware corporation (the "*Trustee*"), and WESTERN DIGITAL (FREMONT), INC., a Delaware corporation, formerly known as RR(US) ACQUISITION CORPORATION (the "*Purchaser*"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, the Trustee and the Purchaser have entered into that certain Asset Purchase Agreement, dated as of July 24, 2003 (the "*Purchase Agreement*"), whereby the Trustee, has agreed to cause the Bankruptcy Estate to sell and assign, and Purchaser has agreed to buy and acquire all of Trustee's rights, title and interests in and to those trademarks, trademark registrations and applications therefor, trade dress rights, trade names, service marks, service mark registrations and applications therefor which are a part of the Purchased Assets (as defined in the Purchase Agreement) (the "*Marks*"), including without limitation those listed in Exhibit A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustee hereby assigns, transfers and conveys to Purchaser, its successors, assigns and other legal representatives, all rights, title and interests worldwide, including common law rights, in and to the Marks, including without limitation the U.S. Registration and further including all claims for damages by reason of past infringement of the Marks, with the right to sue for and collect the same for Purchaser's own use and benefit.

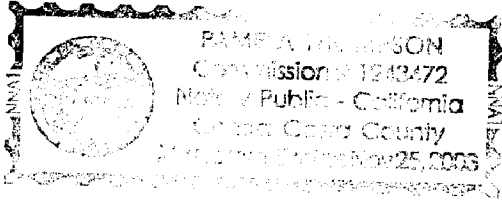
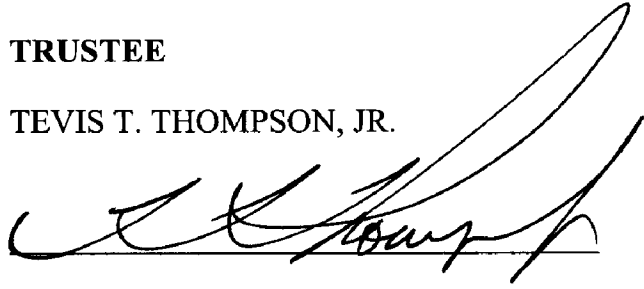
Trustee further agrees that, should additional or further documentation of the assignment be required for whatever reason, Trustee will, without further consideration, provide or execute such other information or documents as may be necessary upon Purchaser's reasonable request. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. Assignment of this Agreement shall be governed by the terms of Section 8.6 of the Purchase Agreement; provided, however, that no such assignment by either party shall relieve such party of any of its obligations under this Agreement. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement may be executed in one or more counterparts, and by the

different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, Trustee has caused this Assignment of Trademarks to be executed by its duly authorized representative effective as of the date first written above.

TRUSTEE

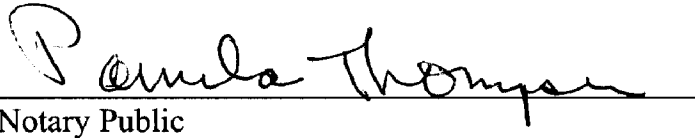
TEVIS T. THOMPSON, JR.



STATE OF California  
COUNTY OF Contra Costa

On this 29 day of July, 2003, before me, a Notary Public in and for said State, personally appeared Tevis T. Thompson personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose names(s) is/~~are~~-subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

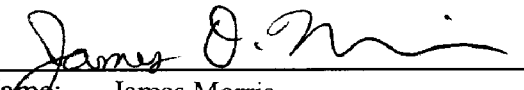
WITNESS, my hand and official seal.

  
\_\_\_\_\_  
Notary Public

**ACKNOWLEDGED AND AGREED:**

**PURCHASER**

**WESTERN DIGITAL (FREMONT), INC.**

By:   
Name: James Morris  
Title: Vice President  
Business Development

**EXHIBIT A**

**Trademark Registrations**

<b>Registration No.</b>	<b>Title</b>	<b>Registration Date</b>
2,563,682	RR	4/23/2002
2,563,681	RR	4/24/2002
1,897,360	READ-RITE	6/6/1995
1,897,359	RR READ-RITE	6/6/1995

**Common Law Marks**