

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Digital Information Corporation		08/22/2006	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	KeyBank National Association, as administrative agent
Street Address:	601 108th Avenue N.E., 5th Floor
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	National Association:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1610492	AMASS
Registration Number:	2030788	SCALAR
Registration Number:	2123355	ADIC
Registration Number:	2211317	FILESERV
Registration Number:	2294666	FASTSTOR
Registration Number:	2468420	STORNEXT
Registration Number:	2481663	
Registration Number:	2669251	PATHLIGHT
Registration Number:	2745109	SNC
Registration Number:	2881314	SCALAR
Registration Number:	2835721	VPS

CORRESPONDENCE DATA

Fax Number: (312)258-5600

900058869

**TRADEMARK
 REEL: 003397 FRAME: 0717**

CH \$290.00 1610492

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3122585500
Email: mashton@schiffhardin.com
Correspondent Name: Mark E. Ashton / Schiff Hardin LLP
Address Line 1: 6600 Sears Tower
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	33227-0004
NAME OF SUBMITTER:	Mark E. Ashton
Signature:	/Mark E. Ashton/
Date:	09/26/2006

Total Attachments: 25

source=ADIC IP Security Agreement#page1.tif
source=ADIC IP Security Agreement#page2.tif
source=ADIC IP Security Agreement#page3.tif
source=ADIC IP Security Agreement#page4.tif
source=ADIC IP Security Agreement#page5.tif
source=ADIC IP Security Agreement#page6.tif
source=ADIC IP Security Agreement#page7.tif
source=ADIC IP Security Agreement#page8.tif
source=ADIC IP Security Agreement#page9.tif
source=ADIC IP Security Agreement#page10.tif
source=ADIC IP Security Agreement#page11.tif
source=ADIC IP Security Agreement#page12.tif
source=ADIC IP Security Agreement#page13.tif
source=ADIC IP Security Agreement#page14.tif
source=ADIC IP Security Agreement#page15.tif
source=ADIC IP Security Agreement#page16.tif
source=ADIC IP Security Agreement#page17.tif
source=ADIC IP Security Agreement#page18.tif
source=ADIC IP Security Agreement#page19.tif
source=ADIC IP Security Agreement#page20.tif
source=ADIC IP Security Agreement#page21.tif
source=ADIC IP Security Agreement#page22.tif
source=ADIC IP Security Agreement#page23.tif
source=ADIC IP Security Agreement#page24.tif
source=ADIC IP Security Agreement#page25.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of August 22, 2006

From

ADVANCED DIGITAL INFORMATION CORPORATION,
as Debtor,

to

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*IP Security Agreement*") is made as of August 22, 2006 by and between ADVANCED DIGITAL INFORMATION CORPORATION, a Washington corporation ("*Debtor*"), and KEYBANK NATIONAL ASSOCIATION as Administrative Agent ("*KeyBank*" or "*Administrative Agent*") for the parties identified as Lenders (collectively with KeyBank in its capacity as Lender, the "*Lenders*") under that certain Credit Agreement of even date among QUANTUM CORPORATION, a Delaware corporation ("*Borrower*"), the Administrative Agent and Lenders (the "*Credit Agreement*").

RECITALS

A. Pursuant to the Credit Agreement, the Lenders shall provide Debtor with a senior term loan facility and a senior revolving credit facility (including certain letters of credit, collectively, the "*Facility*").

B. Section 4.1(a) of the Credit Agreement requires that each Guarantor execute a deliver an intellectual property security agreement substantially in the form of this IP Security Agreement and grant to the Administrative Agent for itself and for the ratable benefit of the Lenders, the security interest hereafter provided to secure the Obligations.

C. Debtor is a Guarantor.

D. Debtor as owner of the assets encumbered hereby, desires to enter into this IP Security Agreement to secure payment and performance of the Obligations under the Guaranty.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

For purposes of this IP Security Agreement, the following terms shall have the meanings specified below. In addition terms not defined below that are defined in Division 8 or Division 9 of the UCC or in the Credit Agreement shall have the meaning specified therein.

1.1 Bankruptcy Code. The term "*Bankruptcy Code*" shall mean the Bankruptcy Reform Act of 1978 (11 U.S.C. § 101-1330) as amended and as hereafter modified.

1.2 Collateral. The term "*Collateral*" shall mean:

- (a) The Intellectual Property Collateral;

- (b) All Proceeds thereof; and
- (c) All of the Debtor's Books relating thereto.

Notwithstanding the foregoing, the term "*Collateral*" shall not include any General Intangibles of the Debtor (whether owned or held as licensee or lessee or otherwise) to the extent that the granting of a security interest therein would be contrary to applicable law or create a default under any agreement governing such property, right or license (but solely to the extent that such restrictions are enforceable as a matter of law).

1.3 Copyrights. The term "*Copyrights*" shall have the meaning provided in the UCC and shall include, without limitation, any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto.

1.4 Debtor's Books. The term "*Debtor's Books*" shall mean all of Debtor's books and records including, but not limited to: minute books; ledgers, records indicating, summarizing or evidencing Debtor's assets, liabilities, the Collateral, the Obligations, and all information relating thereto; records indicating, summarizing or evidencing Debtor's business operations or financial condition; and all computer programs, disc or tape files, printouts, runs, and other computer prepared information and the equipment containing such information.

1.5 Intentionally Omitted.

1.6 Event of Default. The term "*Event of Default*" shall have the meaning given to such term in Section 9 of this IP Security Agreement.

1.7 Intellectual Property Collateral. The term "*Intellectual Property Collateral*" shall mean all of the following assets now owned or hereafter acquired:

- (a) Copyrights, Trademarks, Patents, and Mask Works;
- (b) Licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights
- (c) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(d) Any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held;

(e) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(f) All "domain names" of Debtor, including without limitation those listed on Exhibit D;

(g) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works;

(h) All contracts and contract rights relating to any of the foregoing; and

(i) All Proceeds of the foregoing.

1.8 IP Priority Liens. The term "*IP Priority Liens*" shall mean and refer to (i) Liens on any imbedded software in any equipment, the purchase price and related acquisition costs of such equipment which are financed by third-party lenders or lessors as permitted by the Credit Agreement; (ii) Liens in existence on the date any asset becomes Collateral, to the extent such Lien is Permitted by the Credit Agreement, subject to such Lien; (iii) Liens (including tax Liens) in favor of any Governmental Authority, which pursuant to the statute or law and other applicable law creating such Lien, have priority over Liens granted under this IP Security Agreement; (iv) the Liens set forth on Exhibit E hereto and (v) Liens permitted under Section 7.02(i) of the Credit Agreement and clauses (c), (d), (e), (i) and (k) of the definition of "Ordinary Course Liens" in the Credit Agreement..

1.9 IP Security Agreement. The term "*IP Security Agreement*" shall mean this IP Security Agreement (any concurrent or subsequent rider to this IP Security Agreement) and any extensions, supplements, amendments or modifications to this IP Security Agreement and/or to any such rider.

1.10 Lender Expenses. The term "*Lender Expenses*" means: all costs and expenses incurred by Administrative Agent or Lenders which are subject to payment or reimbursement by Debtor pursuant to Section 10.03 of the Credit Agreement.

1.11 Lenders. The term "*Lenders*" shall have the meaning given to such term in the preamble to this IP Security Agreement.

1.12 Licenses. The term "*Licenses*" shall mean all licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or right.

1.13 License Disposition. The term "*License Disposition*" shall mean in respect of any Intellectual Property Collateral which is material to Debtor (the "*Material IP*") (i) the granting of an exclusive license across all or substantially all fields, uses or regions to any person or entity other than a majority-owned subsidiary of Debtor, (ii) the granting of any license that conveys directly or indirectly to any person or entity other than a majority-owned subsidiary of Debtor, all or substantially all of the economic value of such Material IP, or (iii) the abandonment by the Debtor of such Material IP.

1.14 Intentionally Omitted.

1.15 Intentionally Omitted.

1.16 Mask Works. The term "*Mask Works*" shall have the meaning provided in the UCC and shall include, without limitation, all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto.

1.17 Intentionally Omitted.

1.18 Patents. The term "*Patents*" shall have the meaning provided in the UCC and shall include, without limitation, all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto.

1.19 Proceeds. The term "*Proceeds*" shall have the meaning provided in the UCC including without limitation whatever is received upon the sale, lease, exchange, collection or other disposition of Collateral or proceeds, including, without limitation, proceeds of insurance covering the foregoing collateral, tax refunds, and any and all accounts, notes, instruments, chattel paper, equipment, money, deposit accounts, goods, or other tangible and intangible property of Debtor resulting from the sale or other disposition of the Collateral, and the proceeds thereof.

1.20 Trademarks. The term "*Trademarks*" shall have the meaning provided in the UCC and shall include, without limitation, any trademarks and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and

the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto.

1.21 UCC. The term "*UCC*" shall mean the California Uniform Commercial Code, as presently in force and effect and any replacements therefore as and when such replacements become effective.

2. GRANT OF SECURITY INTEREST.

As security for the prompt and complete payment and performance of all the Obligations, Debtor hereby grants to Administrative Agent for itself and on behalf of and for the ratable benefit of the Lenders, a first priority security interest in all of Debtor's right, title and interest in, to and under the Collateral, subject to IP Priority Liens. Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include any General Intangibles of the Debtor (whether owned or held as licensee or lessee or otherwise) to the extent that the granting of a security interest therein would be contrary to applicable law or create a default under any agreement governing such property, right or license (but only if such restrictions are enforceable as a matter of law).

3. AUTHORIZATION AND REQUEST.

Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Security Agreement or a version thereof.

4. REPRESENTATIONS AND WARRANTIES.

In addition to the representations and warranties of Debtor set forth in the Credit Agreement, which are incorporated herein by reference, Debtor represents and warrants, and represents to Administrative Agent and the Lenders that:

4.1 Incorporation: Place of Business. Debtor is a corporation validly existing and in good standing under the laws of the State of Washington; Debtor's chief executive office and principal place of business is located at 11431 Willows Road NE, Redmond, California 98052.

4.2 Title to Collateral. Except as specified on Schedule 4.2 hereto, Debtor has and at all times will have good, marketable and indefeasible title to the Collateral; except for any Intellectual Property Collateral which is being licensed by the Debtor or Collateral which is being leased by the Debtor, and as to such assets, Debtor has the appropriate rights to use such Collateral; the Collateral is and at all times shall remain free and clear of all Liens except for licenses granted by Debtor (subject to the limitations in Section 5.8 of this IP Security Agreement) and except for IP Priority Liens.

4.3 Intellectual Property. All of Debtor's U.S. patents and patent applications, registered copyrights, applications for copyright, trademarks, service marks and trade names (whether registered or unregistered), and applications for registration of such trademarks, service marks and trade names, are set forth in Exhibits A, B and C. Debtor represents that none of the copyrights owned by it constitute a material asset of Debtor's business.

4.4 Domain Names. All of Debtor's domain names are set forth in Exhibit D.

4.5 No Conflict. Performance of this IP Security Agreement does not conflict with or result in a breach of any agreement relating to the intellectual property of Debtor, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Security Agreement constitutes a security interest.

4.6 IP Enforceability. To Debtor's knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party.

4.7 Validity of Lien. This IP Security Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Security Agreement will create at the time Debtor first has rights in such after acquired Intellectual Property Collateral, in favor of Administrative Agent a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the Obligations which is senior to all other interests except for IP Priority Liens.

4.8 IP Registration. To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the filing with the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this IP Security Agreement by Debtor in the U.S. or (ii) for the perfection in the United States or the exercise by Administrative Agent of its rights and remedies thereunder.

4.9 Complete. All information heretofore, herein or hereafter supplied to Administrative Agent by or on behalf of Debtor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

4.10 Continuing Warranties. Debtor's warranties and representations set forth in this Section 4 and in any exhibit hereto shall be true and correct at the time of execution of this IP Security Agreement by Debtor and at the time of any request for advance and at the time of any advance under the Credit Agreement.

4.11 Warranties and Representations Cumulative. The warranties, representations and agreements set forth herein shall be cumulative and in addition to any and all other warranties, representations and agreements which Debtor shall give, or cause to be given, to Administrative Agent, either now or hereafter.

5. COVENANTS.

So long as the Obligations, or any portion thereof, remains unsatisfied.

5.1 Change in Identity. Without prior notice to Administrative Agent, Debtor will not change Debtor's name, or state of incorporation; or relocate Debtor's principal place of business or chief executive office.

5.2 Intentionally Omitted.

5.3 Protection of IP. Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use commercially reasonable best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Administrative Agent in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Administrative Agent, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate.

5.4 Copyright Registration. Debtor shall promptly register the most recent version of any of Debtor's Copyrights, which are material to the business of Debtor, if not already so registered.

5.5 New IP Filings. If and when Debtor shall obtain rights to any new patents, trademarks, service marks, trade names or material copyrights, or otherwise acquire or become entitled to the benefit of, or apply for registration of, any of the foregoing, Debtor (i) shall promptly notify Administrative Agent thereof and (ii) hereby authorizes Administrative Agent to modify, amend, or supplement the schedules attached hereto to reflect such fact and from time to time to include any of the foregoing and make all necessary or appropriate filings with respect thereto and to perfect Administrative Agent's Lien thereon.

5.6 Notice to Administrative Agent. Debtor shall promptly advise Administrative Agent of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Debtor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Security Agreement. Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Administrative Agent in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Debtor to dispose of any material Intellectual Property Collateral of the rights and remedies of Administrative Agent or Lenders in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5.7 Intentionally Omitted.

5.8 Intentionally Omitted.

5.9 Further Assurances. Debtor shall, from time to time, execute and file such other instruments, and take such further actions as Administrative Agent may reasonably request from time to time to perfect or continue the perfection of Administrative Agent's interest in the Intellectual Property Collateral.

6. ADMINISTRATIVE AGENT'S RIGHTS TO COMPEL ACTION.

Administrative Agent shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this IP Security Agreement to take but which Debtor fails to take, after ten (10) days' notice to Debtor. Debtor shall reimburse and indemnify Administrative Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 6.

7. INSPECTION RIGHTS.

At any time during regular business hours and as often as reasonably requested upon reasonable notice, permit Administrative Agent or any Lender, or any employee, Administrative Agent or representative thereof, to examine, audit and make copies and abstracts from Debtor's records and books of account, including quality control records, relating to the Intellectual Property Collateral and to visit and inspect its properties related thereto, and, upon request, furnish promptly to Administrative Agent or any Lender true copies of all financial information and internal management reports related to the Intellectual Property Collateral. Notwithstanding any provision of this Agreement to the contrary, so long as no Event of Default shall have occurred and be continuing, Debtor shall not be required to disclose, permit the inspection, examination, photocopying or making extracts of, or discuss, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, or (ii) the disclosure of which to Administrative Agent or any Lender, or their designated representative, is then prohibited by law or any agreement binding on Debtor that was not entered into by Debtor for the purpose of concealing information from the Administrative Agent or Lenders. Debtor shall, however, furnish to Administrative Agent such information concerning

Debtor's Intellectual Property Collateral as is reasonably necessary to permit Administrative Agent (on behalf of itself and the other Lenders) to perfect a security interest in such intellectual property; provided, however, nothing herein shall entitle Administrative Agent access to Debtor's trade secrets and other proprietary information.

8. FURTHER ASSURANCES: ATTORNEY FACT.

8.1 On a continuing basis, Debtor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Administrative Agent, to perfect Administrative Agent's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Security Agreement, or for assuring and confirming to Administrative Agent the grant or perfection of a security interest in all Intellectual Property Collateral.

8.2 Debtor hereby irrevocably (until the Obligations are paid in full and the Revolving Commitments have been terminated) appoints Administrative Agent as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, Administrative Agent or otherwise, from time to time in Administrative Agent's discretion, upon Debtor's failure or inability to do so, to take any action and to execute any instrument which Administrative Agent may deem necessary or advisable to accomplish the purposes of this IP Security Agreement, including:

(a) To modify, in its sole discretion, this IP Security Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Debtor no longer has or claims any right, title or interest; and

(b) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Debtor where permitted by law.

9. EVENTS OF DEFAULT.

The occurrence of any of the following shall constitute an Event of Default under this IP Security Agreement:

9.1 Breach of IP Security Agreement. (i) Any representation or warranty hereunder proves to have been incorrect in any material respect when made or deemed made, (ii) Debtor

breaches any provision of this IP Security Agreement which cannot be cured or (iii) the breach by Debtor of any other provision of this IP Security Agreement that remains uncured for a period of thirty (30) days.

Breach of Other Agreements. The occurrence and continuance of an Event of Default under the Credit Agreement.

9.2 Lien Priority. Administrative Agent shall cease to have a valid and perfected first priority security interest upon any material item of the Collateral subject only to the IP Priority Liens.

9.3 Material Impairment. If there is a material impairment of the value of the Collateral.

9.4 Seizure of Assets. If all or any material item of Collateral is attached, seized, subjected to a writ or distress warrant, or are levied upon.

10. REMEDIES.

The exercise of remedies hereunder shall be made by Administrative Agent on behalf of itself and for the ratable benefit of the Lenders upon the terms and conditions contained herein. If an Event of Default shall have occurred and be continuing and not been cured or waived in accordance with the terms hereof or the Credit Agreement, Administrative Agent shall have the following rights and powers and may, at Administrative Agent's option, without notice of its election and without demand, to the extent permitted by Section 8.03 of the Credit Agreement, do any one or more of the following (in addition to the rights and remedies permitted under the Credit Agreement), all of which are authorized by Debtor:

10.1 UCC Rights. Administrative Agent shall have all of the rights and remedies of a secured party under the UCC and under all other applicable laws.

10.2 Intentionally Omitted.

10.3 Intentionally Omitted.

10.4 Protection of Collateral. Without notice to or demand upon Debtor or any guarantor, make such payments and do such acts as Administrative Agent considers necessary or reasonable to protect its security interest in the Collateral to pay, purchase, contest or compromise any encumbrance, charge or lien which in the opinion of Administrative Agent

appears to be prior or superior to Administrative Agent's security interest and to pay all expenses incurred in connection therewith.

10.5 Assembly of Collateral. Administrative Agent may require Debtor to assemble the Collateral and make it available to Administrative Agent at a place designated by Administrative Agent.

10.6 Possession of Collateral. Administrative Agent, without a breach of the peace, may enter any of the premises of Debtor and search for, take possession of, remove, keep or store any or all of the Collateral. If Administrative Agent seeks to take possession of any or all of the Collateral by court process, Debtor irrevocably and unconditionally agrees that a receiver may be appointed by a court for such purpose without regard to the adequacy of the security for the Obligations. Administrative Agent shall have the right to remain on Debtor's premises or cause a custodian to remain thereon in exclusive control of such premises without charge for as long as Administrative Agent deems necessary in order to complete the enforcement of its rights under this IP Security Agreement. If Administrative Agent seeks possession of any or all of the Collateral by court process, Debtor irrevocably waives (a) any bond and any surety or security relating thereto required by any statute, court rule or otherwise as an incident or condition to such possession; (b) any demand for possession prior to the commencement of any suit or action to recover possession; and (c) any requirement that Administrative Agent retain possession of and not dispose of such Collateral until after trial or final judgment.

10.7 License. Administrative Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Administrative Agent to exercise its rights and remedies upon the occurrence of an Event of Default. All of Administrative Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

11. INDEMNITY.

Debtor agrees to defend, indemnify and hold harmless Administrative Agent and Lenders and their officers, employees, and Administrative Agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party related to or in connection with the transactions contemplated by this IP Security Agreement or the Collateral, and (b) all losses or expenses in any way suffered, incurred, or paid by Administrative Agent and Lenders as a result of or in any way arising out of, following or consequential to the transactions between Administrative Agent and Lenders and Debtor under this IP Security Agreement or the Collateral (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Administrative Agent or Lender's gross negligence or willful misconduct.

12. GENERAL.

12.1 Taxes and Other Expenses Regarding the Collateral. If Debtor fails to pay promptly when due to any person or entity, monies which Debtor is required to pay by this IP Security Agreement, Administrative Agent may, but need not, pay the same and charge Debtor's account therefor, and Debtor shall promptly reimburse Administrative Agent therefor. Any payments made by Administrative Agent shall not constitute; (a) an agreement by Administrative Agent to make similar payments in the future, or (b) a waiver by Administrative Agent of any default under this IP Security Agreement. Administrative Agent need not inquire as to, or contest the validity of, any such expense, tax, security interest, encumbrance or lien and the receipt of the usual official notice for the payment thereof shall be conclusive evidence that the same was validly due and owing.

12.2 Notices. All notices, demands, or requests from one party to another shall, unless otherwise specified herein, be made in the manner set forth in the Credit Agreement.

12.3 Intentionally Omitted.

12.4 Release of Collateral. Administrative Agent shall promptly file UCC termination statements and any other documents or instruments as necessary upon any Disposition by Debtor of any items or item of Collateral, to the extent such Disposition is permitted under the Credit Agreement.

12.5 Termination. At such time as Debtor shall completely satisfy all of the obligations secured hereunder, Administrative Agent shall execute and deliver to Debtor all instruments as may be necessary or proper to reinvest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto.

12.6 Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12.7 Intentionally Omitted.

12.8 Amendments. This IP Security Agreement may be amended only by a written instrument signed by both parties hereto.

12.9 Agreement Binding, Assignment. This IP Security Agreement shall be binding and deemed effective when executed by Debtor and Administrative Agent. This IP Security Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Security Agreement or any rights hereunder without Administrative Agent's prior written consent and any prohibited assignment shall be absolutely void. No consent to an assignment by Administrative Agent shall release

Debtor from its obligations to Administrative Agent. Administrative Agent reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Administrative Agent's rights and benefits hereunder to the extent and in the manner provided for in Section 10.04 of the Credit Agreement. In connection therewith, Administrative Agent may disclose all documents and information that Administrative Agent now has or hereafter may have relating to Debtor or Debtor's business, subject to Debtor's reasonable confidentiality requirements.

12.10 Article and Section Headings. Article and section headings and article and section numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each article and section applies equally to this entire IP Security Agreement.

12.11 Construction. Neither this IP Security Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Administrative Agent or Debtor, whether under any rule of construction or otherwise. On the contrary, this IP Security Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

12.12 Performance of Covenants. Debtor shall perform all of its covenants under this IP Security Agreement at its sole cost and expense.

12.13 Term. This IP Security Agreement shall continue in full force and effect as long as any of the Obligations are outstanding.

12.14 Conflict or Credit Agreement Modifications. To the extent that there is an explicit conflict between the terms of the Credit Agreement and this IP Security Agreement, the terms of the Credit Agreement shall control. Any future changes or modifications to the Credit Agreement, shall apply to and modify this IP Security Agreement, to the extent that such change or modification would reasonably be construed to apply to this IP Security Agreement.

12.15 Severability. Each provision of this IP Security Agreement shall be severable from every other provision of this IP Security Agreement for the purpose of determining the legal enforceability of any specific provision.

12.16 Successors. This IP Security Agreement shall be binding upon and inure to the benefit of Debtor and the Administrative Agent and their respective permitted successors and assigns.

12.17 Counterparts. This IP Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

13. CHOICE OF LAW AND VENUE.

The validity of this IP Security Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder and concerning the Collateral, shall be determined under, governed by and construed in accordance with the laws of the State of California. The parties agree that all actions or proceedings arising in connection with this Security Agreement shall be tried and litigated only in the state courts or federal courts located in the city and county of San Francisco, California.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement on the day and year first above written.

Address of Debtor:

Debtor:

**ADVANCED DIGITAL INFORMATION
CORPORATION**

11431 Willows Road NE
Redmond, California 98052

By: 
Name: Jon W. Gacek
Title: Chief Financial Officer and Executive
Vice President – Finance and Operations

Administrative Agent:

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement on the day and year first above written.

Address of Debtor:

11431 Willows Road NE
Redmond, California 98052

Debtor:

**ADVANCED DIGITAL INFORMATION
CORPORATION**

By: _____
Name: Jon W. Gacek
Title: Chief Financial Officer and Executive
Vice President – Finance and Operations

Administrative Agent:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Thomas A. Crandell
Title: Senior Vice President

EXHIBIT A
COPYRIGHTS

None

CH2\ 1503328.1

A-1

TRADEMARK
REEL: 003397 FRAME: 0736

EXHIBIT B**PATENTS****PATENT APPLICATIONS**

APPL. NUMBER	APPL. DATE	TITLE	OWNER
09111475	07/08/1998	Native Image Data Storage On A Virtual Tape Storage System	Advanced Digital Information Corporation
10271176	02/19/2003	Method Of Generating Control Commands In A Distributed Mass Data Storage Library Network	Advanced Digital Information Corporation
10947857	09/22/2004	Apparatus And Method For Virtualizing Data Storage Media, Such As For Use In A Data Storage Library Providing Resource Virtualization	Advanced Digital Information Corporation
2000-560506	07/13/1999	System And Method For Performing High-Speed Tape Positioning Operations	Advanced Digital Information Corporation
US99/15798	07/13/1999	System And Method For Performing High-Speed Tape Positioning Operations	Advanced Digital Information Corporation
2000-560510	07/13/1999	Tape Driver Emulation System Including Tape Library Interface	Advanced Digital Information Corporation
10291193	11/08/2002	Improved Interface for An Open Systems Server Providing Tape Drive Emulation	Advanced Digital Information Corporation
US98/14247	07/09/1998	Improved Interface for An Open Systems Server Providing Tape Drive Emulation	Advanced Digital Information Corporation
US99/15797	07/13/1999	Tape Driver Emulation System Including Tape Library Interface	Advanced Digital Information Corporation
10413867	04/14/2003	Non-Volatile Memory Associated with Mass Data Storage Devices, and Associated Data Structures for Logging Events Associated with the Storage Devices	Advanced Digital Information Corporation
10738194	12/17/2002	Logical Library Architecture for Data Storage Applications and Methods of Use	Advanced Digital Information Corporation
10738622	12/17/2003	Intelligent Data Storage Architecture	Advanced Digital Information Corporation

PATENTS

PAT. NUM.	ISSUE DATE	TITLE	OWNER
D313011	12/18/1990	Data Cartridge Backup Unit	Advanced Digital Information Corporation
D377787	02/04/1997	Data-Storage Library Door Assembly	Advanced Digital Information Corporation
D409166	05/04/1999	Data Storage-Media Library	Advanced Digital Information Corporation
D409988	05/18/1999	Door For A Data-Storage-Media Library	Advanced Digital Information Corporation
D425878	05/30/2000	Data-Storage Library Front Door	Advanced Digital Information Corporation

PAT. NUM.	ISSUE DATE	TITLE	OWNER
D432541	10/24/2000	Data-Storage Library Front Door	Advanced Digital Information Corporation
5235474	08/10/1993	Apparatus And Method For Automatic Storage Of Computer Data	Advanced Digital Information Corporation
5568608	10/22/1996	Method For Protecting Data In Media Recording Peripheral Devices	Advanced Digital Information Corporation
5684654	11/04/1997	Device And Method For Storing And Retrieving Data	Advanced Digital Information Corporation
5781367	07/14/1998	Library For Storing Data-Storage Media	Advanced Digital Information Corporation
6049848	04/11/2000	System And Method For Performing High-Speed Tape Positioning Operations	Advanced Digital Information Corporation
5940849	08/17/1999	Information Memory Apparatus And Library Using A Single Magnetic Tape Shared With A Plurality Of Tasks	Advanced Digital Information Corporation
6067587	05/23/2000	A Method For Serializing And Synchronizing Data Packets By Utilizing A Physical Lock System And Control Data Structure For Mutual Exclusion Lock	Advanced Digital Information Corporation
6120230	09/19/2000	Roller-Insertor For Use With Cartridge Style Information Storage Media	Advanced Digital Information Corporation
6138909	10/31/2000	Media Handling System And Method	Advanced Digital Information Corporation
6163431 (expired)	12/19/2000	Door Hinge	Advanced Digital Information Corporation
6198984	03/06/2001	Library For Storing Data-Storage Media And Having An Improved Media Transporter	Advanced Digital Information Corporation
6204992 (expired)	03/20/2001	Data Cartridge Loading And Unloading Apparatus And Method Of Use	Advanced Digital Information Corporation
6266574	07/24/2001	Library For Storing Data-Storage Media And Having A Removable Interface Module	Advanced Digital Information Corporation
6269464	07/31/2001	Error Checking Technique For Use In Mass Storage Systems	Advanced Digital Information Corporation
6324497	11/21/2001	Tape Drive Emulation System Including Tape Library Interface	Advanced Digital Information Corporation
6434674	08/13/2002	Multiport Memory Architecture With Direct Data Flow	Advanced Digital Information Corporation
6496791	12/17/2002	Interfaces For An Open Systems Server Providing Tape Drive Emulation	Advanced Digital Information Corporation
6571302	05/27/2003	Dynamic Adjustment Of Multiple Sequential Burst Data Transfers	Advanced Digital Information Corporation
6757767	06/29/2004	Method For Acceleration Of Storage Devices By Returning Slightly Early Write Status	Advanced Digital Information Corporation
6845387	01/18/2005	Creating Virtual Private Connections Between End Points Across A SAN	Advanced Digital Information Corporation
6938188	08/30/2005	Method For Verifying Functional Integrity Of Computer Hardware Particularly Data Storage Devices	Advanced Digital Information Corporation
6950856	09/27/2005	Library For Storing Data-Storage Media And Having A Removable Interface Module	Advanced Digital Information Corporation
6542787	04/01/2003	Library For Storing Data-Storage Media And Having A Removable Interface Module	Advanced Digital Information Corporation

PAT. NUM.	ISSUE DATE	TITLE	OWNER
6198984	03/06/2001	Library For Storing Data-Storage Media And Having An Improved Media Transporter	Advanced Digital Information Corporation
5108246	04/28/1992	Process and Device for Operating an Automatic Data Carrier Archive	Advanced Digital Information Corporation
5158345	10/27/1992	Storage Units for Computer Tape Cassettes	Advanced Digital Information Corporation

CH2\ 1503330.1

EXHIBIT C
TRADEMARKS

TRADEMARK APPLICATIONS

None

REGISTERED TRADEMARKS

SER. NO.	REG. NO.	REG. DATE	WORD MARK	OWNER
74009022	1610492	08/21/1990	AMASS	Advanced Digital Information Corporation
74605165	2030788	01/14/1997	SCALAR	Advanced Digital Information Corporation
75187710	2123355	12/23/1997	ADIC	Advanced Digital Information Corporation
74330814	2211317	12/15/1998	FILESERV	Advanced Digital Information Corporation
75339045	2294666	11/23/1999	FASTSTOR	Advanced Digital Information Corporation
75799829	2468420	07/10/2001	STORNEXT	Advanced Digital Information Corporation
75873863	2481663	08/28/2001	(design only)	Advanced Digital Information Corporation
78093622	2669251	12/31/2002	PATHLIGHT	Advanced Digital Information Corporation
78093626	2745109	07/29/2003	SNC	Advanced Digital Information Corporation
78124228	2881314	09/07/2004	SCALAR	Advanced Digital Information Corporation
76117778	2835721	04/27/2004	VPS	Advanced Digital Information Corporation

CH2\1503329.1

EXHIBIT D

DOMAIN NAMES

DOMAIN NAME	OWNER
adic.biz	Advanced Digital Information Corporation
adic.co.uk	Advanced Digital Information Corporation
adic.com	Advanced Digital Information Corporation
adic.com.cn	Advanced Digital Information Corporation
adic.de	Advanced Digital Information Corporation
adic.fr	Advanced Digital Information Corporation
adic.us	Advanced Digital Information Corporation
adic-asiapacific.com	Advanced Digital Information Corporation
adicchina.com	Advanced Digital Information Corporation
adic-china.com	Advanced Digital Information Corporation
adic-grau.de	Advanced Digital Information Corporation
adicjapan.com	Advanced Digital Information Corporation
adic-japan.com	Advanced Digital Information Corporation
adic-korea.com	Advanced Digital Information Corporation
adicsouthasia.com	Advanced Digital Information Corporation
adic-southasia.com	Advanced Digital Information Corporation
centravisio.com	Advanced Digital Information Corporation
emass.co.uk	Advanced Digital Information Corporation
emass.de	Advanced Digital Information Corporation
emass-grau.de	Advanced Digital Information Corporation
faststor.eu	Advanced Digital Information Corporation
grau.de	Advanced Digital Information Corporation
pathlight.com	Advanced Digital Information Corporation
scalarconsulting.com	Advanced Digital Information Corporation
sharenext.eu	Advanced Digital Information Corporation
snc.eu	Advanced Digital Information Corporation
stornext.com	Advanced Digital Information Corporation
stornext.eu	Advanced Digital Information Corporation

CH2\1503331.1

EXHIBIT E
PRIORITY LIENS

None

CH2\1504609.1

SCHEDULE 4.2

Proper filings with the U.S. Trademark and Patent Office have not been made to reflect Debtor's ownership of certain Trademarks and Patents.