

Form PTO-1594  
1-31-92

U.S. Department of Commerce  
Patent and Trademark Office

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Our Ref.: 2817-1

**Mail Stop Assignment Recordation Services**  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Exabyte Corporation</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State: Delaware  <input type="checkbox"/> Other: _____</p> <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Assignment                  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other: _____</p> <p>Execution Date: <u>December 8, 2006</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>Tandberg Data Corp.</u>  Internal Address: _____  Street Address: <u>2108 55<sup>th</sup> Street</u>  _____  City: <u>Boulder</u>  State/Country: <u>Colorado</u>  Zip: <u>80301</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Designations must be a separate document from Assignment)  Additional name/s &amp; address/es attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

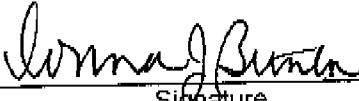
<p>A. Trademark Application No.(s) (1) _____ (2) _____ (3) _____</p>	<p>B. Trademark Registration No.(s) (1) 2,312,172 (2) 1,577,518 (3) 2,372,011</p>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Donna J. Bunton</u>  Internal Address: _____  _____  Street Address: <u>Nixon &amp; Vanderhye P.C.</u>  <u>901 North Glebe Road</u>  <u>11th Floor</u>  City <u>Arlington</u> State: <u>VA</u> Zip: <u>22203</u></p>	<p>6. Total number of applications and registrations involved: <u>15</u></p> <p>7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ <u>390.00</u>  <input type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.</p>
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**DO NOT USE THIS SPACE**

9. Statements 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.

<p><u>Donna J. Bunton</u> Name of Person Signing</p>	<p> Signature</p>	<p><u>December 22, 2006</u> Date</p>
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Total number of pages including cover sheet, attachments and document: \_\_\_\_\_

DJB:ew

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P.O. Box 1450  
Alexandria, VA 22313-1450

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

**1. Name of conveying party(ies):**

Exabyte Corporation

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                          | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General partnership                    | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State: Delaware |  |
| <input type="checkbox"/> Other: _____                           |  |

**A. Trademark Application No.(s)**

- (4)
- (5)
- (6)
- (7)
- (8)
- (9) 78/825,862
- (10)
- (11)
- (12)
- (13)
- (14)

**2. Name and address of receiving party(ies):**

Name: Tandberg Data Corp.

Internal Address: \_\_\_\_\_

Street Address: 2108 55th Street

City: Boulder

State/Country: Colorado

Zip: 80301

- |  |       |
|--|-------|
| <input type="checkbox"/> Individual(s) citizenship             | _____ |
| <input type="checkbox"/> Association                           | _____ |
| <input type="checkbox"/> General Partnership                   | _____ |
| <input type="checkbox"/> Limited Partnership                   | _____ |
| <input checked="" type="checkbox"/> Corporation-State Delaware |       |
| <input type="checkbox"/> 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)

**B. Trademark Registration No.(s)**

- (4) 2,248,115
- (5) 2,579,685
- (6) 2,088,793
- (7) 2,466,069
- (8) 2,583,119
- (9)
- (10) 2,451,873
- (11) 2,483,944
- (12) 2,460,286
- (13) 2,301,643
- (14) 2,274,907
- (15) 2,484,468

ASSIGNMENT

WHEREAS, Exabyte Corporation, a corporation of Delaware, having a place of business at 2108 55<sup>th</sup> Street, Boulder, Colorado 80301 (hereinafter referred to as "Exabyte"), has adopted, used and is the owner of the entire right, title and interest in and to the trade name Exabyte, the trademarks and service marks shown in Exhibit A attached hereto and made a part hereof, and the United States and foreign trademark and service mark applications and registrations listed in Exhibit A (collectively the "Trademarks"); and

WHEREAS, Tandberg Data Corp, a corporation of Delaware (hereinafter referred to as "Tandberg"), is desirous of acquiring all of Exabyte's rights, title and interest in and to, and to the use of, the Trademarks, including the applications and registrations therefor, and the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the sum of \$10.00 (U.S. Dollars) per mark and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement dated August 30, 2006, Exabyte hereby sells, transfers, conveys, assigns and delivers to Tandberg all of Exabyte's rights, title and interest in and to the Trademarks, including the registrations and applications therefor, together with the goodwill of the business symbolized by the Trademarks and, in connection with any intent-to-use applications, Exabyte also transfers to Tandberg, the business or the portion of the business to which the Trademarks pertain, together with all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Trademarks. Tandberg accepts the aforescribed sale, transfer, conveyance and assignment.

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**TRADEMARK**  
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Exabyte agrees to execute and deliver, at the request of Tandberg, all papers, documents, instruments and assignments, and to perform any other reasonable acts (1) that may reasonably be required in order to vest all of Exabyte's rights, title and interest in and to the Trademarks in Tandberg; (2) that may be required in states and countries foreign to the United States in order to record Tandberg as the owner of the Trademarks and registrations and applications herein assigned; and (3) that Tandberg may require in any legal action that it may take regarding the protection of its rights in the Trademarks.

Exabyte also agrees to provide evidence to support any of the foregoing in the event that such evidence is deemed necessary by Tandberg, to the extent such evidence is in the possession or control of Exabyte.

Exabyte further authorizes the Commissioner of Patents and Trademarks of the United States and any official of any state or country foreign to the United States whose duty it is to record information regarding trademark and service mark registrations and applications and title thereto, to record the Trademarks and title thereto as the property of Tandberg in accordance with the terms of this instrument.

EXABYTE CORPORATION

By: 

Name: Tom Ward

Title: President

Date: December 8, 2006

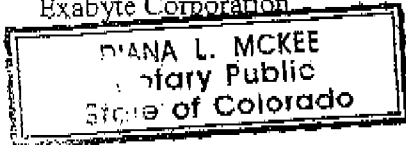
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**TRADEMARK**  
**REEL: 003451 FRAME: 0652**

STATE OF COLORADO )

COUNTY OF Boulder ) ss:-,  
)

On this 12<sup>th</sup> day of December, 2006, before me personally appeared Tom Ward, to me known, who being duly sworn, did depose and say that he holds the office of ~~owner~~ President of the Assignor described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of Exabyte Corporation.



Diana L. McKee  
Notary Public my commission expires 10/5/2007

TANDBERG DATA CORP

By: [Signature]

Name: Tom Ward

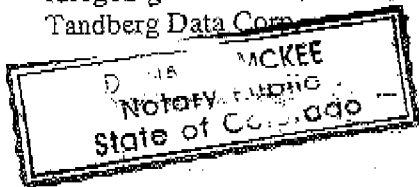
Title: Chief Operating Officer

Date: December 12, 2006

STATE OF COLORADO )

COUNTY OF Boulder ) ss:-,  
)

On this 12<sup>th</sup> day of December, 2006, before me personally appeared Tom Ward, to me known, who being duly sworn, did depose and say that he holds the office of Chief Operating Officer of the Assignee described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of Tandberg Data Corp.




Diana L. McKee  
Notary Public my commission expires 10/5/2007

**EXHIBIT A**

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1.




OWNER	COUNTRY	MARK	APPLN. NO.	FILING DATE	REG. No.	REG. DATE
Exabyte Corporation	USA	E & Design 	75/227,643	01/17/1997	2,312,172	01/25/2000
Exabyte Corporation	Benelux	E & Design	887664	02/13/1997	614206	02/13/1997
Exabyte Corporation	Canada	E & Design	836,425	02/13/1997	550,046	08/21/2001
Exabyte Corporation	France	E & Design	97663890	02/14/1997	976638890	02/14/1997
Exabyte Corporation	Germany	E & Design	39707243.0	02/19/1997	39707243	04/23/1997
Exabyte Corporation	Great Britain	E & Design	2123682	02/13/1997	2123682	05/15/1998
Exabyte Corporation	Ireland	E & Design	97/0580	02/17/1997	204542	02/17/1997
Exabyte Corporation	Italy	E & Design	MI97C02395	03/19/1997	788700	09/02/1999
Exabyte Corporation	Japan	E & Design	9-113203	05/02/97	4255620	03/26/1999
Exabyte Corporation	Norway	E & Design	97.1174	02/12/1997	187275	12/11/1997
Exabyte Corporation	Australia	ELIANT	735038	05/21/1997	735038	12/03/1997
Exabyte Corporation	Benelux	ELIANT	893703	05/16/1997	624813	05/16/1997
Exabyte Corporation	Canada	ELIANT	845,630	05/21/1997	532,002	08/30/2000
Exabyte Corporation	France	ELIANT	97685524	07/03/1997	97685524	07/03/1997
Exabyte Corporation	Germany	ELIANT	39723173.3	05/21/1997	39723173.3	08/20/1997
Exabyte Corporation	Great Britain	ELIANT	2133031	05/16/1997	2133031	06/26/1998
Exabyte Corporation	Ireland	ELIANT	97/1818	05/21/1997	205311	05/20/1997
Exabyte Corporation	Italy	ELIANT	MI97C04961	05/29/1997	791197	09/27/1999
Exabyte Corporation	Japan	ELIANT	126339/97	06/11/1997	4270377	05/07/1999


OWNER	COUNTRY	MARK	APPLN. NO:	FILING DATE	REG. NO.	REG. DATE
Exabyte Corporation	Norway	ELIANT	97.3881	05/16/1997	189.480	04/23/1998
Exabyte Corporation	Sweden	ELIANT	97-05848	06/23/1997	340883	10/06/2000
Exabyte Corporation	Australia	ENTURA	735039	05/21/1997	735039	12/03/1997
Exabyte Corporation	Benelux	ENTURA	893704	05/16/1997	624814	05/16/1997
Exabyte Corporation	Germany	ENTURA	39723172.5	05/21/1997	39723172.5	08/20/1997
Exabyte Corporation	USA	EXABYTE	73/800,048	05/15/1989	1,577,518	01/16/1990
Exabyte Corporation	USA	EXABYTE	75/485,249	05/14/1998	2,372,011	08/01/2000
Exabyte Corporation	Argentina	EXABYTE	2,306,203	09/11/2000	1,869,567	04/30/2002
Exabyte Corporation	Austria	EXABYTE			122,442	11/18/1988
Exabyte Corporation	Benelux	EXABYTE	753004	10/05/1990	489155	10/05/1990
Exabyte Corporation	Canada	EXABYTE	667,920	10/10/1990	405,192	11/20/1992
Exabyte Corporation	Chile	EXABYTE (Class 9)	700179	08/19/2005		
Exabyte Corporation	Chile	EXABYTE (Class 35)	700181	08/19/2005		
Exabyte Corporation	Chile	EXABYTE (Class 36)	700178	08/19/2005		
Exabyte Corporation	Chile	EXABYTE (Class 42)	700180	08/19/2005		
Exabyte Corporation	France	EXABYTE	243524	10/16/1990	1621437	10/16/1990
Exabyte Corporation	Germany	EXABYTE	E30083/9	10/24/1990	2008161	01/14/1992
Exabyte Corporation	Germany	EXABYTE			1126463	08/18/1988
Exabyte Corporation	Great Britain	EXABYTE	1443688	10/04/1990	B1443688	06/18/1993
Exabyte Corporation	Great Britain	EXABYTE	2237274	06/23/2000	2237274	10/26/2001
Exabyte Corporation	Ireland	EXABYTE	90/5677	10/02/1990	141238	10/02/1990
Exabyte Corporation	Italy	EXABYTE	24133C/90	10/04/1990	00606305	10/22/1993
Exabyte Corporation	Japan	EXABYTE	110530/90	10/02/1990	2680856	06/29/1994

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OWNER	COUNTRY	MARK	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
Exabyte Corporation	Mexico	EXABYTE	448,132	09/19/2000 0	677,694	09/19/2000
Exabyte Corporation	Norway	EXABYTE	905063	10/03/1990	151582	07/23/1992
Exabyte Corporation	Peru	EXABYTE			70086	03/19/2001
Exabyte Corporation	Portugal	EXABYTE	331691	07/24/1998	331691	02/04/1999
Exabyte Corporation	Spain	EXABYTE	2160662	05/08/1998	2160662	05/08/1998
Exabyte Corporation	Sweden	EXABYTE	90-9762	10/24/1990	233700	04/30/1992
Exabyte Corporation	Switzerland	EXABYTE			360,743	06/14/1988
Exabyte Corporation	USA	EXABYTE & Design 	75/259,220	03/18/1997	2,248,115	05/25/1999
Exabyte Corporation	USA	EXABYTE M2 (Stylized) 	75/918,553	02/15/2000	2,579,685	06/11/2002
Exabyte Corporation	Germany	EXABYTE RECOGNITION SYSTEM & Design  EXABYTE RECOGNITION SYSTEM	39818848.3	04/02/1998	39818848.3	07/03/1998
Exabyte Corporation	France	EXABYTE RECOGNITION SYSTEM & Design	98726197	04/02/1998	98726197	04/02/1998
Exabyte Corporation	Great Britain	EXABYTE RECOGNITION SYSTEM & Design	2163051	04/02/1998	2163051	11/13/1998
Exabyte Corporation	Benelux	EXABYTE RECOGNITION SYSTEM & Design	913480	04/02/1998	636679	04/02/1998
Exabyte Corporation	USA	EXATAPE	75/061,160	02/22/1996	2,088,793	08/19/1997
Exabyte Corporation	USA	EZ17	75/518,954	07/15/1998	2,466,069	07/03/2001
Exabyte Corporation	USA	M2	75/888,386	01/06/2000	2,583,119	06/18/2002

OWNER	COUNTRY	MARK	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
Exabyte Corporation	USA	MAGNUM	78/825,862	02/28/2006		
Exabyte Corporation	Benelux	Media Logo Design 	913481	04/02/1998	634731	04/02/1998
Exabyte Corporation	France	Media Logo Design	98726196	04/02/1998	98726196	04/02/1998
Exabyte Corporation	Germany	Media Logo Design	39818854.8/09	04/02/1998	39818854.8/09	06/30/1998
Exabyte Corporation	Great Britain	Media Logo Design	2163049	04/02/1998	2163049	11/06/1998
Exabyte Corporation	CTM	NETSTORM (Stylized) <b>NetStorM</b>	1232685	07/01/1999	1232685	10/18/2000
Exabyte Corporation	CTM	NetStorM RESOURCE MANAGER	1464189	01/12/2000	1464189	06/20/2001
Exabyte Corporation	Norway	NetStorM RESOURCE MANAGER	2000 00270	01/13/2000	204847	09/21/2000
Exabyte Corporation	Australia	NetStorM RESOURCE MANAGER	819967	01/13/2000	819967	01/13/2000
Exabyte Corporation	Mexico	NetStorM RESOURCE MANAGER	406483	01/14/2000	681,488	12/19/2000
Exabyte Corporation	China	NetStorM RESOURCE MANAGER	2000011711	01/26/2000	1614548	08/06/2001
Exabyte Corporation	Hong Kong	NetStorM RESOURCE MANAGER	904/2000	01/17/2000	6403/2001	05/31/2001
Exabyte Corporation	Indonesia	NetStorM RESOURCE MANAGER	469471	01/27/2000	469471	01/27/2000
Exabyte Corporation	Malaysia	NetStorM RESOURCE MANAGER	2000/00438	01/18/2000	2000/00438	04/14/2003
Exabyte Corporation	Taiwan	NetStorM RESOURCE MANAGER	8903101	01/19/2000	942920	05/31/2001
Exabyte Corporation	Thailand	NetStorM RESOURCE MANAGER	409876	07/27/1999	TM131207	07/27/1999
Exabyte Corporation	USA	PEOPLE WORKING FOR YOU	75/719,163	06/01/1999	2,451,873	05/15/2001
Exabyte Corporation	USA	SMARTCLEAN	75/761,888	07/27/1999	2,483,944	08/28/2001

OWNER	COUNTRY	MARK	APPLN. NO.	FILING DATE	REG. NO.	REG. DATE
Exabyte Corporation	Australia	SMARTCLEAN	819969	01/13/2000	819969	09/14/2001
Exabyte Corporation	Canada	SMARTCLEAN	1,042,298	01/12/2000	585,455	7/17/2003
Exabyte Corporation	China	SMARTCLEAN	2000011712	01/26/2000	1582544	06/07/2001
Exabyte Corporation	CTM	SMARTCLEAN	1464197	01/12/2000	1464197	08/21/2001
Exabyte Corporation	India	SMARTCLEAN	898161	01/17/2000		
Exabyte Corporation	Indonesia	SMARTCLEAN	469472	01/27/2000	469472	01/27/2000
Exabyte Corporation	Japan	SMARTCLEAN	2000-005015	01/27/2000	4472197	05/11/2001
Exabyte Corporation	Singapore	SMARTCLEAN	T00/00915J	01/21/2000	T00/00915J	07/27/1999
Exabyte Corporation	Taiwan	SMARTCLEAN	89003102	01/19/2000	938928	04/16/2001
Exabyte Corporation	USA	SOLUTION PAK	75/731,567	06/16/1999	2,460,286	06/12/2001
Exabyte Corporation	USA	SUPPORTSUITE	75/485,100	05/14/1999	2,301,643	12/21/1999
Exabyte Corporation	Canada	SUPPORTSUITE	1042302	01/12/2000	574,036	01/20/2003
Exabyte Corporation	CTM	SUPPORTSUITE	1464577	01/12/2000	1464577	02/14/2001
Exabyte Corporation	Norway	SUPPORTSUITE	2000 00272	01/13/2000	204848	09/21/2000
Exabyte Corporation	Australia	SUPPORTSUITE	819842	01/12/2000	819842	01/12/2000
Exabyte Corporation	USA	VXA	75/344,726	08/21/1999	2,274,907	08/31/1999
Exabyte Corporation	Chile	VXA				
Exabyte Corporation	Japan	VXA	10-91657		4345572	12/17/1999
Exabyte Corporation	USA	VXATAPE	75/829,947	10/25/1999	2,484,468	09/04/2001
Exabyte Corporation	Chile	VXATAPE				
Exabyte Corporation	United Kingdom	VXATAPE	2179742	10/16/1999	2179742	03/26/1999
Exabyte Corporation	U.S.	(design only)			2,269,734	08/10/1999
		Abandoned				

TRADEMARK

RECORDED: 12/22/2006

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