

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FABRIK, INC.		02/09/2007	CORPORATION: CALIFORNIA
FABRIK ACQUISITION CORP.		02/09/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, INC.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78519548	SIMPLETRANSFER
Serial Number:	78519583	SIMPLESHARE
Serial Number:	78514791	ISHARE
Registration Number:	2891973	STORAGESYNC
Registration Number:	2960917	BONZAI
Registration Number:	2896115	SIMPLETECH
Registration Number:	2764843	DRIVELINK
Registration Number:	2548391	FLASHLINK
Registration Number:	2007635	SIMPLETECH
Registration Number:	2013118	SIMPLE
Registration Number:	2276012	SIMPLEDRIVE

CORRESPONDENCE DATA

CH \$290.00 78519548

Fax Number: (213)630-5728
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-891-5011
Email: jhawke@buchalter.com
Correspondent Name: Jody Hawke
Address Line 1: 1000 Wilshire Boulevard, Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	F6384-1258
NAME OF SUBMITTER:	Jody Hawke
Signature:	/Jody Hawke/
Date:	02/14/2007

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of February, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent"),

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 9, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Fabrik, Inc. and Fabrik Acquisition Corp., as borrowers (collectively, "Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any

reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


FABRIK, INC.

By: 
Name: Michael Cordano
Title: Chief Executive Officer

FABRIK ACQUISITION CORP.

By: 
Name: Michael Cordano
Title: Chief Executive Officer

WELLS FARGO FOOTHILL, INC., as Agent

By: 
Name: Alexander E. Hechler
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Fabrik Acquisition Corp.	United States of America	SimpleDrive®	Registration No. 2,276,012	Registered September 7, 1999
Fabrik Acquisition Corp.	United States of America	SimpleTransfer®	Serial Number 78-519,548	Filed November 18, 2004
Fabrik Acquisition Corp.	United States of America	SimpleShare®	Serial Number 78-519,583	Filed November 18, 2004
Fabrik Acquisition Corp.	United States of America	IShare®	Serial Number 78-514,791	Filed March 4, 2005
Fabrik Acquisition Corp.	United States of America	StorageSync®	Registration No. 2,891,973	Registered October 5, 2004
Fabrik Acquisition Corp.	United States of America	Bonzai®	Registration No. 2,960,917	Registered June 7, 2005
Fabrik Acquisition Corp.	United States of America	SimpleTech®	Registration No. 2,896,115	Registered October 19, 2004
Fabrik Acquisition Corp.	United States of America	Drivelink®	Registration No. 2,764,843	Registered September 16, 2003
Fabrik Acquisition Corp.	United States of America	Flashlink®	Registration No. 2,548,391	Registered March 12, 2002
Fabrik Acquisition Corp.	United States of America	SimpleTech®	Registration No. 2,007,635	Registered October 15, 1996
Fabrik Acquisition Corp.	United States of America	Simple®	Registration No. 2,013,118	Registered November 5, 1995
Fabrik Acquisition Corp.	Argentina	SimpleTech	Serial No. 2.647.027	N/A
Fabrik Acquisition Corp.	Brazil	SimpleTech	Serial No. 826985718	N/A
Fabrik Acquisition Corp.	Canada	SimpleTech	Registration No. 649,875	N/A
Fabrik Acquisition Corp.	China	SimpleTech	Registration No. 3228091	N/A

Fabrik Acquisition Corp.	European Union	SimpleTech	Serial No. 3435997	N/A
Fabrik Acquisition Corp.	Japan	SimpleTech	Registration No. 4708964	N/A
Fabrik Acquisition Corp.	Korea	SimpleTech	Registration No. 387205	N/A
Fabrik Acquisition Corp.	Mexico	SimpleTech	Registration No. 900466	N/A
Fabrik Acquisition Corp.	Malaysia	SimpleTech	Serial No. 04013677	N/A
Fabrik Acquisition Corp.	Norway	SimpleTech	Registration No. 228390	N/A
Fabrik Acquisition Corp.	New Zealand	SimpleTech	Serial No. 717685	N/A
Fabrik Acquisition Corp.	Philippines	SimpleTech	Serial No. 7 2004 008311	N/A
Fabrik Acquisition Corp.	Singapore	SimpleTech	Registration No. T04/15066D	N/A
Fabrik Acquisition Corp.	United Arab Emirates	SimpleTech	Serial Nos. 50819 & 540036	N/A

Trade Names

Not applicable.

Common Law Trademarks

BonzaiExpress™

SimpleDrive Desktop™

SimpleDrive Mini™

SimpleDrive Portable™

Trademark Licenses

License granted pursuant to that certain Trademark License and Support Agreement, dated as of July 1, 2005, by an between Hewlett-Packard Company and SimpleTech, Inc.

License granted pursuant to that certain Intellectual Property License Agreement, dated as of December 24, 2006, by and between Pininfarina Extra SrL.

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