

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
nSTOR Corporation, Inc.		11/30/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xyratex Technology Limited		
<b>Street Address:</b>	Langstone Technology Park		
<b>City:</b>	Havant, Hampshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	PO9 1SA		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78701653	STORVIEW PATH MANAGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(619)696-1410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	hop@higgslaw.com		
<b>Correspondent Name:</b>	Charles F. Reidelbach, Jr.		
<b>Address Line 1:</b>	Higgs, Fletcher & Mack LLP		
<b>Address Line 2:</b>	401 West A Street, Suite 2600		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>ATTORNEY DOCKET NUMBER:</b>	101570-00040		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Charles F. Reidelbach, Jr.		
<b>Address Line 1:</b>	Higgs, Fletcher & Mack LLP		
<b>Address Line 2:</b>	401 West A Street		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		

CH \$40.00 78701653

**TRADEMARK**

NAME OF SUBMITTER:	Charles F. Reidelbach, Jr.
Signature:	/charlesfreidelbachjr/
Date:	03/26/2007
Total Attachments: 5 source=Assignment_#page1.tif source=Assignment_#page2.tif source=Assignment_#page3.tif source=Assignment_#page4.tif source=Assignment_#page6.tif	

Xyratex : 05/11/94

## **PROPRIETARY RIGHTS ASSIGNMENT**

This Proprietary Rights Assignment (this "Assignment") is effective as of November 30, 2005 (the "Effective Date") by and between nStor Corporation, Inc., being a corporation incorporated under the laws of Delaware ("Assignor" or "Company"), and Xyratex Ltd (company number: 31989), a company registered in Bermuda ("Assignee").

WHEREAS, Assignor has agreed to assign and transfer to Assignee certain intellectual property and intellectual property rights;

WHEREAS, in order to effect the assignment and transfer of such intellectual property and intellectual property rights, Assignee has requested that Assignor execute and deliver to Assignee this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Subject to the terms of this Assignment, in consideration of Assignee's payment to Assignor in the amount of twenty eight million five hundred thousand dollars (US\$ 28,500,000.00), Assignor agrees to and hereby does irrevocably assign, sell, transfer, grant and convey to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the following:

(a) All Patents listed in Exhibit A hereto;

(b) All Trademarks and URL or Domain Names listed in Exhibit B;

(c) All Software and proprietary materials listed in Exhibit C;

(d) All records, files and invoices, including but not limited to, all production data, prosecution files, reference catalogs and any other records and data, or exact duplicates thereof, relating to the Patents;

(e) To the extent not specifically identified in subsections (a) through (c) above, all Intellectual Property owned by Assignor. For avoidance of doubt, such Intellectual Property includes the Patents, Trade Secrets, Trademarks, Copyrights (registered and unregistered), the Company Owned Materials and all other Intellectual Property that is currently under development or that was used in the operation of the Assignor's businesses as conducted as of the Effective Date of this Assignment; and

(f) All causes of action, demands, judgments, claims (including insurance claims), indemnity rights, rights to set-off against third parties or other similar rights of Assignor relating to the Intellectual Property owned or used by Assignor.

2. Assignor authorizes and requests the United States Patent and Trademark Office and/or head of any foreign patent office or governmental agency or bureau that requires or authorizes registration of Intellectual Property, to issue all registrations of Intellectual Property to Assignee, its successors and assigns, in accordance with this Assignment.

3. Assignor shall, upon the request of Assignee, reasonably cooperate with and assist Assignee in filing and perfecting all registrations to which Assignee is entitled with respect to the Intellectual Property, including (a) any and all United States and foreign patents and patent applications, as well as any and all utility models, provisionals, divisionals, continuations, continuations-in-part and extensions related to the foregoing; (b) any and all statutory intellectual property rights relating to the foregoing, including, without limitation, any reissues, renewals, re-examinations, extensions or additions of, or counterparts to, any of the foregoing, whether of the United States or any foreign country, which may be granted on or with respect to any of the foregoing; (c) any United States or foreign copyright or trademark registrations; and (d) any other registrations required or permitted by United States or foreign law, rule or regulation to maintain or protect Assignee's proprietary rights in and to the Intellectual Property assigned hereunder. Such assistance shall include, without limitation, executing and delivering all documents in connection with the registrations of the Intellectual Property and that are necessary to give effect to the provisions hereof.

4. In the event that Assignor is unable or unwilling to fully perform its obligations under paragraph 3 above, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Intellectual Property.

5. The parties' rights and obligations under this Assignment will bind and inure to the benefit of their respective successors, heirs, executors, and administrators and permitted assigns; provided, however, that Assignor shall not assign this Assignment. Any assignment in violation hereof shall be null and void. This Assignment and all Exhibits hereto constitute the parties' final, exclusive and complete understanding and agreement with respect to the subject matter of this Assignment, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. This Assignment may not be waived, modified or amended unless mutually agreed upon in writing by the parties. In the event any provision of this Assignment is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Assignment. This Assignment shall for all purposes be governed by and interpreted in accordance with the laws of the State of California, without regard to its choice of law provisions. Any notices required or permitted hereunder shall be given to the appropriate party at the address last provided or as a party may otherwise specified to the other party in writing. Such notice shall be deemed given upon personal delivery, or sent by facsimile, certified or registered mail, postage prepaid, three (3) days after the date of mailing or immediately upon confirmation of facsimile delivery.

6. Definitions. For the purpose of this Assignment:

(a) "**Company Owned Materials**" means those materials that Company owns all right, title and interest to free and clear of any and all encumbrances, covenants, conditions and restrictions or other adverse claims or interests of any kind or nature, and the Company has not received any written notice or claim (or, to the Company's knowledge, any oral notice or claim) challenging the Company's complete and exclusive ownership of such materials or suggesting that any other person has any claim of legal or beneficial ownership with respect thereto,

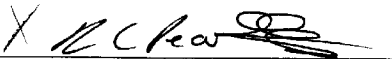
including without limitation, any and all inventions (whether or not patentable) and improvements thereto, invention disclosures and all related technical information, manufacturing, engineering and technical drawings, specifications, schematics, files, bills of materials, mechanical drawings, datasheets, reports, documentation and works of authorship (whether or not registered or copyrightable), and in connection with any of the foregoing, all documents, disks, records, reports, files and other media on which any of the foregoing is stored comprising or included in the materials used by the Company other than those as to which the rights being exercised by the Company have been licensed from another person.

(b) **“Intellectual Property”** means all (a) U.S. and foreign patents and patent applications and disclosures relating thereto (and any patents that issue as a result of those patent applications), and any renewals, reissues, reexaminations, extensions, continuations, continuations-in-part, divisions and substitutions relating to any of the patents and patent applications, as well as all related foreign patent and patent applications that are counterparts to such patents and patent applications (collectively, **“Patents”**), (b) U.S. and foreign trademarks, service marks, trade dress, logos, trade names, service names and corporate names, all whether registered or unregistered, and the goodwill associated therewith and registrations and applications for registration thereof (collectively, **“Trademarks”**), (c) U.S. and foreign copyrights and rights under copyrights, including moral rights, and registrations and applications for registration thereof (collectively, **“Copyrights”**), (d) U.S. and foreign mask work rights and registrations and applications for registration thereof (collectively, **“Mask Works”**), (e) confidential information and proprietary information, including any formula, pattern, compilation, program, device, method, technique, know how, processes, formulae, industrial models, designs, specifications, schematics, data sheets, technology, methodologies, firmware, development tools, flow charts, annotations, data bases and data collections, that (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (collectively, **“Trade Secrets”**), (f) URL and domain name registrations, (g) inventions (whether or not patentable) and improvements thereto, invention disclosures and all related technical information, manufacturing, engineering and technical drawings, know how and, in connection with any of the foregoing, all documents, disks, records, reports, files and other media on which any of the foregoing is stored, and (h) works of authorship (whether or not registered or copyrightable), (i) Software and (j) any other intellectual property or proprietary rights now known or hereafter recognized in any jurisdiction.

(c) **“Software”** means individually each, and collectively all, of the computer programs, including interfaces and any embedded software programs or applications, owned or licensed to the Company or otherwise included as an asset of the Company, including as to each program, the processes and routines used in the processing of data, the object code, source code (as to third party source code, when rights to the source code may be obtained), tapes, disks, and all improvements, modifications, enhancements, versions and releases relating thereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

nStor Corporation, Inc., as Assignor

By: X 

Name: RICHARD PEARCE

Title: DIRECTOR

Xyratex Ltd, as Assignee.

By: X 

Name: STEVE BARBER

Title: CEO

**EXHIBIT B**

**LIST OF TRADEMARKS AND URLS OR DOMAIN NAMES**

**Trademarks**

<b>Trademark/Service Mark</b>	<b>Registration No./Serial No.</b>	<b>Owner</b>	<b>Jurisdiction</b>
ADMINISTOR	2,165,709	nStor Corporation	U.S.
STORVIEW	2,204,671	nStor Corporation	U.S.
N AND DESIGN	2,509,933	nStor Corporation	U.S.
NSTOR AND DESIGN (RECTANGLE)	2,509,934	nStor Corporation	U.S.
NSTOR AND DESIGN (SQUARE)	2,509,935	nStor Corporation	U.S.
NSTOR	2,509,932	nStor Corporation	U.S.
NEXSTOR	2,661,722	nStor Corporation	U.S.
STORVIEW ALERT	78/552,015	nStor Corporation	U.S.
ONESTOR	78/584,498	nStor Corporation	U.S.
NSTOR	198,168	nStor Corporation	European Union

**URL or Domain Name**

<b>Domain Name</b>	<b>Registered Owner</b>	<b>Expiration Date</b>	<b>Registry</b>
nstor.com	nStor Corporation	June 11, 2012	Network Solutions
andataco.com	nStor Corporation	December 3, 2007	Network Solutions
estorage.com	nStor Corporation	March 18, 2008	Network Solutions