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To the Honorable Commissioner of F...

...ached original documents or copy thereof.

6-26-07

1. Name of conveying party(ies):  
**QUANTUM CORPORATION**  
**1650 TECHNOLOGY DRIVE, SUITE 700**  
**SAN JOSE, CALIFORNIA 95110**

- Individual(s)
- 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: TANNAS COMPANY

Internal Address: \_\_\_\_\_  
Street Address: 4800 JAMES SAVAGE ROAD  
City: MIDLAND State: MI ZIP: 48642

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State: MICHIGAN
- 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 TRADEMARK CO-EXISTENCE  
AGREEMENT

Execution Date: 6-8-2007 (TANNAS CO.)  
6-11-2007 (QUANTUM CORP.)

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
76/443,655

B. Trademark Registration No. \_\_\_\_\_

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: C. RUDY, ESQ.  
Internal Address: QUANTUM - 0073

Street Address: 209 HURON AVE., STE. 8  
City: PORT HURON State: MI ZIP: 48060

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed (PTO-2038)  
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and ~~the~~ attached copy is a true copy of the original document. ... Submitted by 1st class MAIL ON JUNE 22, 2007 A.D.

CHRISTOPHER JOHN RUDY Christopher John Rudy JUNE 22, 2007 A.D.  
Name of Person Signing Signature Date  
PTO #31873 Total number of pages including cover sheet, attachments, and document: 3 PTO-2038

or FAX (571) 273-0140 Mail documents to be recorded with required cover sheet information to:  
Director of Patents & Trademarks, Assignment Recordation Services  
P.O. Box 1450, Alexandria, VA 22313-1450

## **TRADEMARK CO-EXISTENCE AGREEMENT**

This Agreement is hereby entered by and between Quantum Corporation ("Quantum"), having a business address at 1650 Technology Drive, Suite 700, San Jose, CA 95110 and Tannas Company ("Tannas"), 4800 James Savage Road, Midland, MI 48642;

WHEREAS, Quantum is the owner of multiple names and marks containing the word "QUANTUM," which marks have been registered with the U.S. Patent and Trademark Office and worldwide, and used extensively on computer hardware, data storage media devices and systems, software for use in connection with data storage devices and systems, and services related thereto; and

WHEREAS, Tannas has filed U.S. Application Serial No. 76/443,655 to federally register the trademark "QUANTUM" in connection with "scientific instruments and apparatus for oxidation testing, namely oxidation testers for testing the oxidation of a sample, oxidation testers for testing the oxidation of a sample through at least one of a thin film oxidation test and a rotating pressure vessel oxidation test, and oxidation testers for testing the oxidation of liquid and oleaginous samples, including engine oil, motor oil, and other lubricating oil samples; instrument consoles, namely, oxidation tester consoles for use in conducting chemical oxidation testing and oxidation tester consoles for use in conducting chemical oxidation testing that have panels for monitoring or controlling the testing; and computer programs for use in database management in chemical oxidation testing";

WHEREAS, Quantum and Tannas wish to memorialize their agreement to co-exist in the marketplace regarding their respective uses of "QUANTUM";

Accordingly, IT IS HEREBY AGREED by and between the parties as follows:

1. Tannas recognizes and acknowledges Quantum's ownership of, and rights in, the mark QUANTUM as used in connection with "computer hardware, data storage media devices and systems, software for use in connection with data storage devices and systems, and services related thereto, and Tannas agrees never to challenge Quantum's ownership and rights in the mark QUANTUM in connection with the aforementioned goods and services".
2. Tannas agrees to amend, and has filed on February 9, 2007 an "Amendment after Publication" in its Application Serial No. 76/443,655 to delete the wording "computer programs for use in database management in chemical oxidation testing" and agrees to refrain from seeking registration of the mark QUANTUM, or any mark confusingly similar thereto, in connection with any computer hardware, data storage media devices and systems, software for use in connection with data storage devices and systems, and services related thereto.
3. Tannas shall limit its use of the mark QUANTUM to the following: "scientific instruments and apparatus for oxidation testing, namely oxidation testers for testing the oxidation of a sample, oxidation testers for testing the oxidation of a sample through at least one of a thin film oxidation test and a rotating pressure vessel oxidation test, and oxidation testers for testing the oxidation of liquid and oleaginous samples, including engine oil, motor oil, and other lubricating oil samples, instrument consoles, namely, oxidation tester consoles for use in conducting chemical oxidation testing, and oxidation tester consoles for use in conducting

chemical oxidation testing that have panels for monitoring or controlling the testing," as found in Application Serial No. 76/443,655 after entry of the Amendment after Publication (the "Tannas Goods and Services"). Tannas shall not expand its use of QUANTUM, or any term confusingly similar thereto, beyond use in connection with the Tannas Goods and Services.

4. Tannas shall cease, and has ceased, its use of QUANTUM, or any term confusingly similar thereto, in connection with any software, including but not limited to, any branding of software using the mark QUANTUM, formerly referenced on its website as the "Quantum software package." Notwithstanding the foregoing, Tannas may refer to a software package used in connection with the operation of its QUANTUM oxidation tester, separately branded in a manner to exclude the term "QUANTUM" or any term confusingly similar thereto.

5. So long as Tannas is in compliance with this Agreement, Quantum will refrain from opposing Tannas' application to register the QUANTUM mark in Application Serial No. 76/443,655, and from otherwise challenging Tannas' use or validity of such mark.

6. The parties agree to cooperate and to take such reasonable steps as may be mutually agreeable for the purpose of avoiding likelihood of confusion. Should the parties become aware of any actual confusion among the purchasing public as a result of their respective use of QUANTUM, they shall cooperate and take reasonable measures to prevent further confusion.

7. This Agreement represents the full and complete agreement reached by the parties with respect to the subject matter herein. This Agreement shall be construed as if the parties have jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any one party.

8. Each party shall, without further consideration, execute any and all additional documents and take such further action as may be requested to effect the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed and have acknowledged the Agreement on the dates given below.

QUANTUM CORPORATION

By: *Shawn H. O.*

Its: VP, General Counsel

Date: June 11, 2007

TANNAS COMPANY

By: *Charles W. Kelly*

Its: President

Date: 2007 June 8

TECW/511410.1

TRADEMARK