

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kabushiki Kaisha Toshiba		01/01/2007	CORPORATION: JAPAN
RECEIVING PARTY DATA			
Name:	SD-3C LLC		
Street Address:	1209 Orange St.		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75813166	S D SECURE DIGITAL	
Serial Number:	75813172	SD	
Serial Number:	74626415	SD	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	TMdocket@arentfox.com		
Correspondent Name:	Arent Fox LLP		
Address Line 1:	1050 Connecticut Ave., NW		
Address Line 2:	Sheldon H. Klein		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	028823.00000		
NAME OF SUBMITTER:	Henry W. Huffnagle IV		
Signature:	/Henry W. Huffnagle IV/		

OP \$90.00 75813166

Date:

12/17/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), effective as of January 1, 2007 ("Effective Date"), by and between Toshiba Corporation ("Assignor"), a corporation organized and existing under the laws of Japan, having a principal office at 1-1, Shibaura 1-chome, Minato-Ku, Tokyo 105-8001, Japan and SD-3C, LLC, a limited liability company organized and existing under the laws of Delaware having its registered office at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, U.S.A. ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and/or trade names and all registrations and applications therefor (collectively, "Trademarks") specified in Schedule A attached hereto;

WHEREAS, since the formation of Assignee the economic benefits of the Trademarks have been controlled by Assignee and the transactions contemplated by this Agreement will now align nominal record ownership of the Trademarks with the historical economic exploitation of the Trademarks;

WHEREAS, Assignee is the body responsible for licensing and enforcing certain rights relating to the SD business to which the Trademarks pertain;

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration of a portion of future royalty earnings, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all worldwide right, title and interest in and to the Trademarks, including all common law rights, together with the goodwill of the business symbolized by the Trademarks, and the applications and registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past, present and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will, at Assignees' expense, execute, verify, acknowledge and deliver all reasonably required further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully and reasonably may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.

Assignor will deliver, within 30 days following the last date of execution on the signature block below, all prosecution files of the Trademarks to counsel for Assignee. In exchange for reimbursement of its out-of-pocket costs, Assignor will provide access to all documents and witnesses under its control in connection with any enforcement activities of Assignee in connection with the Trademarks.

This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

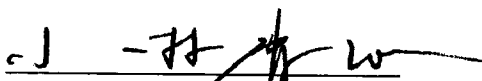
This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

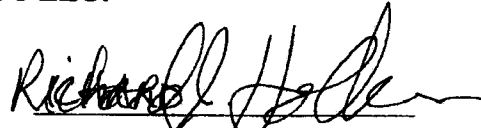
Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the dates below.

TOSHIBA CORPORATION:

SD-3C LLC:

By: 

By: 

Name: Kiyoshi Kobayashi

Name: RICHARD J. HOLLIAMAN

Title: Vice President, Memory Div.

Title: PRESIDENT

Date: Oct, 23, 2007

Date: NOV 5, 2007

SCHEDULE A

TRADEMARKS

1.SD(Optical Disc)



Country	Registration or Application No.	Date.
(JP)	4139651	19980424
(OAPI)	35315	19950809
(US)	2384407	20000912
(AE)	25454	20000905
(AR)	1588217	19960112
(IL)	99478	19970105
(IR)	79856	20000101
(IN)	872738	20050210
(ID)	IDM000028102	20050126
(EG)	126107	20020929
(AU)	649017	19960530
(CA)	TMA554,327	20011122
(CU)	123265	19960216
(CO)	180514	19951020
(SG)	T99/08882A	19990818
(CH)	428146	19960926
(ES)	1937502	19960205
(SE)	305944	19951110
(TH)	TM33703	19950906
(KR)	509903	20020107
(TW)	946212	20010616
(CZ)	228545	20001120
(TN)	EE951063	9950807
(CL)	761502	20060821
(CN)	891015	19961028
(TT)	24345	19981209
(NZ)	243964	19970205
(NO)	172965	19960509
(PA)	102401	19990824
(PY)	190723	19961126
(PH)	4-1999-006274	20031111
(FI)	143948	19960520
(BR)	821912862pending	19990825
(VN)	20453	19960418
(BX)	562878	19950901
(PE)	21067	19951114
(PL)	143716	20040326
(BO)	84644-C	20010604
(HK)	B05471 OF 2000	0000412
(MY)	9500003pending	19950103
(ZA)	9915328	19990823
(MA)	57218	19950802
(CTM)	001275858	20011008
(GB)	2005883	19960621
(GE)	39405844	19950816
(FR)	94550008	19950526

2. SD(Memory Card)



Country	Registration or Application No.	Date.
(JP)	4139651	19980424
(US)	2772831	20031014
(IL)	137275	20010504
(ID)	476130	20010514
(AU)	832516	20010430
(SA)	560/41	20010131
(CH)	478102	20001107
(TH)	TM144464	20011002
(CN)	1658347	20010828
(TR)	200011558	20000712
(NZ)	614171	20020110
(NO)	205801	20001122
(BR)	821923854	19990825
(MY)	99008068	20020418
(MX)	672028	20000927
(RU)	210280	20020401

3. SD Secure Digital



Country	Registration or Application No.	Date.
(JP)	4859870 (Class,9)	20050422
(JP)	4369284 (Class,15)	20000317
(US)	3,088,999	20060509
(AE)	25766	20001007
(AR)	1,833,565	20010615
(IL)	134457	20010205
(IN)	872739pending	19990823
(ID)	471608	20000403
(EG)	130,202	20030322
(AU)	821766	20010216
(SA)	523/20	20000301
(SG)	T00/01233Z	19990812
(CH)	475125	20000814
(TH)	TM132594	20010423
(KR)	503930	20011018
(TW)	936008	20010316
(CZ)	232982	20010424
(CN)	1626437	20010828
(TR)	200001989	20000209
(NZ)	B607340	20001207
(NO)	204588	20000907
(PA)	10544301	20000211
(BR)	822449323pending	20000211
(PL)	146350	20040730
(HK)	B16391 OF 2000	20001214
(MY)	2000-01233pending	20020210
(ZA)	2000/01369	20031110
(MX)	667123	20000731
(CTM)	001286459	20001106
(RU)	212755	20020321

4. SD HC



Country	Registration or Application No.	Date.
(JP)	2006-25910 pending (Class,9)	20060323
(JP)	5031341 (Class,15)	20070309
(US)	907972	20060915
(KR)	907972	20060915
(TW)	95047471pending	20060918
(CN)	907972	20060915
(HK)	300722466	20060915
(CTM)	907972pending	20060915