

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxtor Corporation		05/07/2009	CORPORATION: DELAWARE
Seagate Technology LLC		05/07/2009	LIMITED LIABILITY COMPANY: DELAWARE
i365 Inc.		05/07/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent and First Priority Representative		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
Name:	Wells Fargo Bank, National Association, as Collateral Agent and Second Priority Representative		
Street Address:	707 Wilshire Boulevard, 17th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 66			
Property Type	Number	Word Mark	
Registration Number:	1238123	SEAGATE TECHNOLOGY	
Registration Number:	1269032	SEAGATE	
Registration Number:	1270648	MAXTOR	
Registration Number:	1748245	CONNER	
Registration Number:	1752317	CONNER	

OP \$1665.00 1238123

900134177

TRADEMARK
REEL: 003988 FRAME: 0450

Registration Number:	1780069	ELITE
Registration Number:	1860117	SEAFAX
Registration Number:	1862888	SEAFONE
Registration Number:	1897091	NO QUIBBLE SERVICES
Registration Number:	1901011	SEABOARD
Registration Number:	1962620	BARRACUDA
Registration Number:	1993290	BARRACUDA
Registration Number:	2024197	SEAGATE
Registration Number:	2121110	CHEETAH
Registration Number:	2277610	DIAMONDMAX
Registration Number:	2407743	SEAGATE
Registration Number:	2702248	MAXTOR
Registration Number:	2725483	FIREBALL
Registration Number:	2791366	MAXADAPT
Registration Number:	2801481	WHAT DRIVES YOU.
Registration Number:	2803732	MOMENTUS
Registration Number:	2808736	MAXBLAST
Registration Number:	2824540	MAXTOR
Registration Number:	2828589	SEAGATE WE TURN ON IDEAS
Registration Number:	2830821	
Registration Number:	2845048	MAXLABS
Registration Number:	2853575	SCSIBUSINESS
Registration Number:	2855322	MAXBOOST
Registration Number:	2890198	WE TURN ON IDEAS
Registration Number:	2911813	MAXMART
Registration Number:	2914137	EVAVLT PROTECT
Registration Number:	2930483	MAXLINE
Registration Number:	2944816	SEAGATE WE TURN ON IDEAS
Registration Number:	2945478	EVAVLT INFOTAGE
Registration Number:	2945479	EVAVLT DELTAPRO
Registration Number:	2957890	SEAGATE
Registration Number:	2973725	SAVVIO
Registration Number:	2993017	EVAVLT
Registration Number:	3008856	MHX
Registration Number:	3031624	MAXTOR DRIVELOCK

Registration Number:	3058233	QUICKVIEW EXPANDER
Registration Number:	3123010	MAXTOR ONETOUCH
Registration Number:	3156495	ONETOUCH
Registration Number:	3214774	POWERMAX
Registration Number:	3254747	DRAG AND SORT
Registration Number:	3311613	LYRION
Registration Number:	3319480	MOBILEMAX
Registration Number:	3468737	SAVE YOUR LIFE
Registration Number:	3472963	FREEAGENT
Registration Number:	3488535	
Registration Number:	3562306	BLACKARMOR
Serial Number:	77104186	YOUR ON
Serial Number:	77320050	I365
Serial Number:	77386020	SEAGATE
Serial Number:	77386021	SEACARE
Serial Number:	77392959	SHOWCASE
Serial Number:	77395949	PIPELINE
Serial Number:	77444392	SEAGATE SECURE
Serial Number:	77509911	GOCART
Serial Number:	77565080	SEAGATE MANAGER
Serial Number:	77574815	I
Serial Number:	77574986	I I365
Serial Number:	77621647	VORTEX
Serial Number:	77648721	REPLICA
Serial Number:	78194802	X
Serial Number:	78508734	EVAULT

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34355
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/15/2009
<p>Total Attachments: 18</p> <p>source=34355#page1.tif</p> <p>source=34355#page2.tif</p> <p>source=34355#page3.tif</p> <p>source=34355#page4.tif</p> <p>source=34355#page5.tif</p> <p>source=34355#page6.tif</p> <p>source=34355#page7.tif</p> <p>source=34355#page8.tif</p> <p>source=34355#page9.tif</p> <p>source=34355#page10.tif</p> <p>source=34355#page11.tif</p> <p>source=34355#page12.tif</p> <p>source=34355#page13.tif</p> <p>source=34355#page14.tif</p> <p>source=34355#page15.tif</p> <p>source=34355#page16.tif</p> <p>source=34355#page17.tif</p> <p>source=34355#page18.tif</p>	

This Trademark Security Agreement (this “Agreement”), dated as of May 7, 2009, among SEAGATE TECHNOLOGY (the “Company”), SEAGATE TECHNOLOGY HDD HOLDINGS (the “Borrower”), SEAGATE TECHNOLOGY INTERNATIONAL (the “Issuer”), the grantors listed on Schedule I hereto (the “Grantors”), JPMORGAN CHASE BANK, N.A., as administrative agent (including its successors and assigns, the “First Priority Representative”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (including its successors and assigns, the “Second Priority Representative”).

WHEREAS, pursuant to the Credit Agreement dated as of April 3, 2009, among the Company, the Borrower, the First Priority Representative, the other Lenders party thereto and the other agents party thereto (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Company entered into the U.S. Security Agreement dated as of April 29, 2009 (as amended, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”), among the Company, the Borrower, the subsidiaries of the Borrower party thereto and the First Priority Representative, for the benefit of the First Priority Secured Parties; and

WHEREAS, pursuant to the Indenture dated as of May 1, 2009 (as amended, supplemented or otherwise modified from time to time, the “Indenture”), among the Issuer, the Company, the other guarantors from time to time party thereto and Wells Fargo Bank, National Association, as trustee, the Issuer issued 10.00% Senior Secured Second-Priority Notes due 2014; and

WHEREAS, in connection with the Indenture, the Company entered into the Second Lien U.S. Security Agreement dated as of May 1, 2009 (as amended, supplemented or otherwise modified from time to time, the “Second Priority Security Agreement”), and together with the First Priority Security Agreement, the “Security Agreements”), among the Issuer, the Company, the other guarantors from time to time party thereto and the Second Priority Representative for the Second Priority Secured Parties to secure the Secured Obligations (as defined therein)(hereinafter the “Second Priority Obligations”) for the benefit of the Secured Parties (as defined therein)(hereinafter, the “Second Priority Secured Parties”); and

WHEREAS, in connection with the Credit Agreement, the Company entered into the Intercreditor Agreement dated as of May 1, 2009 (as amended, supplemented, replaced or otherwise modified from time to time, the “Intercreditor Agreement”), among the First Priority Representative, the Second Priority Representative, the Borrower, the Issuer and each of the other Loan Parties party thereto, pursuant to which the security interests in the Common Collateral (as defined in the Intercreditor Agreement) granted as security for payment and performance of the Second

Priority Obligations are subordinated to the security interests in the Common Collateral securing the First Priority Obligations, on the terms and conditions stated therein; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreements or the Intercreditor Agreement, as applicable. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, amendments and restatements, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections and Schedules shall be construed to refer to Sections of, and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the First Priority Obligations and the Second Priority Obligations, each Grantor, pursuant to the applicable Security Agreement, did and hereby does grant to the First Priority Representative, for the benefit of the First Priority Secured Parties, and the Second Priority Representative, for the benefit of the Second Priority Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision, and all extensions or renewals thereof, including those listed on Schedule II (the “Trademarks”); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Acknowledgement. The security interests granted to the First Priority Representative and the Second Priority Representative herein are, in each case, granted in furtherance, and not in limitation of, the security interests granted to the First Priority Representative and Second Priority Representative pursuant to the applicable Security Agreement (and are subject to the terms and conditions of the Intercreditor Agreement). Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Priority Representative and the Second Priority Representative with respect to the Trademark Collateral are more fully set forth in the applicable Security Agreement and the Intercreditor Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreements, the terms of the Security Agreements shall govern.

SECTION 4. Intercreditor Agreement. The security interests created by this Agreement on the property described herein, granted to the Second Priority Representative for the benefit of the Second Priority Secured Parties, are junior and subordinate to the security interests on such property created by this Agreement or any similar instrument now or hereafter granted to the First Priority Representative in such property, in accordance with the provisions of the Intercreditor Agreement. Notwithstanding anything to the contrary, the exercise of any right or remedy by the Second Priority Representative hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

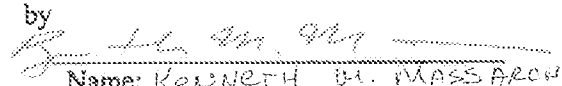
SECTION 6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SEAGATE TECHNOLOGY,

by

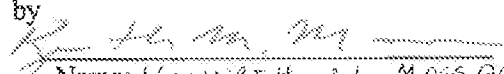

Name: KENNETH B. MASSARON
Title: SECRETARY, GENERAL COUNSEL
SR. VICE PRESIDENT

[Signature Page to the Trademark Security Agreement]

[[3140145]]

SEAGATE TECHNOLOGY HDD
HOLDINGS,

by


Name: KENNETH H. MASSARONI
Title: SECRETARY, GENERAL COUNSEL
SE. VICE PRESIDENT

[Signature Page to the Trademark Security Agreement]

{{3140745}}

MAXTOR CORPORATION,

by

Kenneth H. Massaron
Name: KENNETH H. MASSARON
Title: CORPORATE SECRETARY
GENERAL COUNSEL
SR. VICE PRESIDENT

[Signature Page to the Trademark Security Agreement]

[[3140145]]

SEAGATE TECHNOLOGY LLC,

by

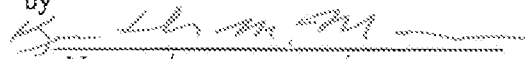
Kennerly M. Massaroni
Name: KENNERLY M. MASSARONI
Title: SECRETARY, GENERAL COUNSEL,
SR. Vice President

[Signature Page to the Trademark Security Agreement]

[[3140145]]

I365 INC.,

by



Name: KENNETH N. MASSARON

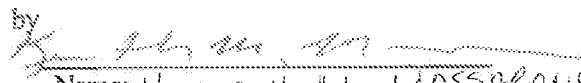
Title: ASSISTANT SECRETARY

[Signature Page to the Trademark Security Agreement]

[[3140145]]

SEAGATE TECHNOLOGY
INTERNATIONAL,

by


Name: KENNETH M. MASSARONI
Title: SECRETARY & GENERAL COUNSEL

[Signature Page to the Trademark Security Agreement]

[[3140145]]

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by



Name:

Title:

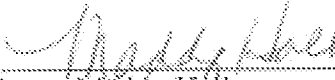
Sharon Bazbaz
Vice President

[Signature Page to the Trademark Security Agreement]

[[3140145]]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as
Second Priority Representative

by



Name: Maddy Hall

Title: Vice President

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 003988 FRAME: 0464

Schedule I

<u>Grantors</u>
Maxtor Corporation
Seagate Technology LLC
i365 Inc.

TRADEMARKS

Trademarks and Trademark Applications

Owner	Trademark Name	App Number	Reg Number	Trademark Status	File Date	Reg Date	Renewal Date
i365 Inc.	i365 and Design	77/574,986	20-Sep-2008				
i365 Inc.	i365 Logo (Design)	77/574,815	19-Sep-2008				
i365 Inc.	EVAULT	78/508,734	29-Oct-2004				
i365 Inc.	i365	77/320,050	02-Nov-2007				
i365 Inc.	EVAULT (Block Letters)	78/100,893	2993017	Registered	04-Jan-2002	06-Sep-2005	06-Sep-2015
i365 Inc.	EVAULT DELTAPRO	76/430,567	2945479	Registered	15-Jul-2002	03-May-2005	03-May-2015
i365 Inc.	EVAULT INFOSTAGE	76/430,566	2945478	Registered	15-Jul-2002	03-May-2005	03-May-2015
i365 Inc.	EVAULT PROTECT	76/437,626	2914137	Registered	05-Aug-2002	28-Dec-2004	28-Dec-2014
Maxtor Corporation	X Design	78/194,802	16-Dec-2002				
Maxtor Corporation	DIAMONDMAX	75/477707	2277610	Registered	01-May-1998	14-Sep-1999	14-Sep-2009
Maxtor Corporation	DRAG & SORT	78/526935	3254747	Registered	03-Dec-2004	26-Jun-2007	26-Jun-2017
Maxtor Corporation	FIREBALL	76/302,512	2725483	Registered	21-Aug-2001	10-Jun-2003	10-Jun-2013
Maxtor Corporation	MAXADAPT	78/194,808	2791366	Registered	16-Dec-2002	09-Dec-2003	09-Dec-2013
Maxtor Corporation	MAXBLAST	78/216961	2808736	Registered	20-Feb-2003	27-Jan-2004	27-Jan-2014
Maxtor Corporation	MAXBOOST	78/230069	2855322	Registered	26-Mar-2003	15-Jun-2004	15-Jun-2014
Maxtor Corporation	MAXLABS	78/280,393	2845048	Registered	29-Jul-2003	25-May-2004	25-May-2014
Maxtor Corporation	MAXLINE	78/157,333	2930483	Registered	23-Aug-2002	08-Mar-2005	08-Mar-2015

Schedule II

Maxtor Corporation	MAXMART	78/279506	2911813	Registered	28-Jul-2003	14-Dec-2004	14-Dec-2014
Maxtor Corporation	MAXTOR	73/410784	1270648	Registered	24-Jan-1983	20-Mar-1984	20-Mar-2014
Maxtor Corporation	MAXTOR	76/394,980	2702248	Registered	12-Apr-2002	01-Apr-2003	01-Apr-2013
Maxtor Corporation	Maxtor (Stylized)	76/449,860	2824540	Registered	16-Sep-2002	23-Mar-2004	23-Mar-2014
Maxtor Corporation	MAXTOR DRIVELOCK	78/430,730	3031624	Registered	07-Jun-2004	20-Dec-2005	20-Dec-2015
Maxtor Corporation	MAXTOR ONETOUCH	78/586867	3123010	Registered	14-Mar-2005	01-Aug-2006	01-Aug-2016
Maxtor Corporation	MHX	78/475,839	3008856	Registered	30-Aug-2004	25-Oct-2005	25-Oct-2015
Maxtor Corporation	MOBILEMAX	78/405,653	3319480	Registered	21-Apr-2004	23-Oct-2007	23-Oct-2017
Maxtor Corporation	NO QUIBBLE SERVICES	74/310708	1897091	Registered	02-Sep-1992	30-May-1995	30-May-2015
Maxtor Corporation	ONETOUCH	78/586,804	3156495	Registered	14-Mar-2005	17-Oct-2006	17-Oct-2016
Maxtor Corporation	POWERMAX	78/566,790	3214774	Registered	14-Feb-2005	06-Mar-2007	06-Mar-2017
Maxtor Corporation	QUICKVIEW EXPANDER	78/409,460	3058233	Registered	28-Apr-2004	07-Feb-2006	07-Feb-2016
Maxtor Corporation	SCSIBUSINESS	78/203727	2853575	Registered	15-Jan-2003	15-Jun-2004	15-Jun-2014
Maxtor Corporation	WHAT DRIVES YOU	78/157,313	2801481	Registered	23-Aug-2002	30-Dec-2003	30-Dec-2013
Seagate Technology LLC	REPLICA	77/648,721	13-Jan-2009				
Seagate Technology LLC	SEACARE	77/386,021	31-Jan-2008				
Seagate Technology LLC	SEAGATE	77/386,020	31-Jan-2008				
Seagate Technology LLC	SEAGATE MANAGER	77/565,080	08-Sep-2008				
Seagate Technology LLC	VORTEX	77/621,647	25-Nov-2008				
Seagate Technology LLC	YOUR ON	77/104,186	09-Feb-2007				
Seagate Technology LLC	GOCART	77/509,911	27-Jun-2008				
Seagate Technology LLC	PIPELINE	77/395,949	13-Feb-2008				

Schedule II

Seagate Technology LLC	Seagate Secure and Logo	77/444,392	09-Apr-2008				
Seagate Technology LLC	SHOWCASE	77/392,959	08-Feb-2008				
Seagate Technology LLC	BARRACUDA	74/369,484	1962620	Registered	17-Mar-1993	19-Mar-1996	19-Mar-2016
Seagate Technology LLC	BARRACUDA	74/713,519	1993290	Registered	10-Aug-1995	13-Aug-1996	13-Aug-2016
Seagate Technology LLC	BLACKARMOR	77/374,601	3562306	Registered	17-Jan-2008	13-Jan-2009	13-Jan-2019
Seagate Technology LLC	CHEETAH	75/137,270	2121110	Registered	19-Jul-1996	16-Dec-1997	16-Dec-2017
Seagate Technology LLC	CONNER		1748245	Registered		26-Jan-1993	26-Jan-2013
Seagate Technology LLC	CONNER	74/240,114	1752317	Registered	24-Jan-1992	16-Feb-1993	16-Feb-2013
Seagate Technology LLC	ELITE	74/161,896	1780069	Registered	29-Apr-1991	06-Jul-1993	23-Jun-2013
Seagate Technology LLC	FREEAGENT	77/076,832	3472963	Registered	05-Jan-2007	22-Jul-2008	22-Jul-2018
Seagate Technology LLC	LYRION	77/150,127	3311613	Registered	05-Apr-2007	16-Oct-2007	16-Oct-2017
Seagate Technology LLC	MOMENTUS	78/158,861	2803732	Registered	28-Aug-2002	06-Jan-2004	06-Jan-2014
Seagate Technology LLC	SAVE YOUR LIFE	77/104,170	3468737	Registered	09-Feb-2007	15-Jul-2008	15-Jul-2018
Seagate Technology LLC	SAVVIO	78/297,861	2973725	Registered	09-Sep-2003	19-Jul-2005	19-Jul-2015
Seagate Technology LLC	SEAFONE	74/422,841	1862888	Registered	09-Aug-1993	15-Nov-1994	15-Nov-2014
Seagate Technology LLC	SEAGATE	410667	1269032	Registered	24-Jan-1983	06-Mar-1984	06-Mar-2014
Seagate Technology LLC	SEAGATE	74/306,435	2024197	Registered	20-Aug-1992	17-Dec-1996	17-Dec-2016
Seagate Technology LLC	SEAGATE	75/592,839	2407743	Registered	20-Nov-1998	28-Nov-2000	28-Nov-2010
Seagate Technology LLC	SEAGATE AND WAVE DESIGN	78/157,285	2957890	Registered	23-Aug-2002	31-May-2005	31-May-2015
Seagate Technology LLC	SEAGATE TECHNOLOGY	73/343,481	1238123	Registered	28-Dec-1981	17-May-1983	17-May-2013

Seagate Technology LLC	SEAGATE WE TURN ON IDEAS	78/157,302	2944816	Registered	23- Aug- 2002	26-Apr- 2005	26-Apr-2015
Seagate Technology LLC	SEAGATE WE TURN ON IDEAS & LOGO	78/157,334	2828589	Registered	23- Aug- 2002	30-Mar- 2004	30-Mar-2014
Seagate Technology LLC	WAVE DESIGN	78/157,294	2830821	Registered	23- Aug- 2002	06-Apr- 2004	06-Apr-2014
Seagate Technology LLC	WAVE DESIGN (four arcs)	77/406,426	3488535	Registered	26- Feb- 2008	19-Aug- 2008	19-Aug-2018
Seagate Technology LLC	WE TURN ON IDEAS	78/174,080	2890198	Registered	14- Oct- 2002	28-Sep- 2004	28-Sep-2014
SEAGATE TECHNOLOGY, LLC	SEABOARD	74/422,845	1901011	Registered	09- Aug- 1993	20-Jun- 1995	20-Jun-2015
SEAGATE TECHNOLOGY, LLC	SEAFAX	74/417,655	1860117	Registered	23- Jul- 1993	25-Oct- 1994	25-Oct-2014