

TO: SEPI GHIASVAND COMPANY: 2600 EL CAMINO REAL, SUITE 110

TRADEMARK ASSIGNMENT

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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
Peripheral Devices & Products (d.b.a. PDP Systems, Inc.)		12/16/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Patriot Memory, LLC
Street Address:	47027 Benicia Street
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA <i>Delaware</i>

PROPERTY NUMBERS Total: 1

Property Types	Number	Word Mark
Registration Number:	3604782	PATRIOT MEMORY

CORRESPONDENCE DATA

Fax Number: (650)813-9777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-8139-700 ex 208
 Email: sghiasvand@royse.com
 Correspondent Name: Sepi Ghiasvand
 Address Line 1: 2600 El Camino Real, Suite 110
 Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Pondra Perkins
Signature:	/Pondra Perkins/
Date:	01/04/2011

Total Attachments: 9

OP \$40.00 3604782

O:SEPI GHIASVAND COMPANY:2600 EL CAMINO REAL, SUITE 110

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AMENDED AND RESTATED ASSIGNMENT AND BILL OF SALE

THIS AMENDED AND RESTATED ASSIGNMENT AND BILL OF SALE is made, delivered and effective as of this 16th day of December, 2010, by and between, Peripheral Devices & Products, a California S corporation ("Transferor"), and Patriot Memory, LLC, a Delaware limited liability company ("Transferee").

WITNESSETH:

WHEREAS, Transferor desires to sell, transfer, assign, convey and deliver to Transferee all of its right, title and interest in all of its assets including those set forth on Exhibit A, (the "Assets") attached hereto and incorporated herein by reference;

WHEREAS, Transferor desires to transfer all of its liabilities to the Transferee and the Transferee desires to assume all such liabilities including those set forth on Exhibit B; (the "Liabilities") attached hereto and incorporated herein by reference;

WHEREAS, Transferor desires to transfer all of its rights and obligations under its contracts as set forth on Exhibit C (the "Contracts") attached hereto and incorporated herein by reference;

WHEREAS, Transferor desires to transfer all of its rights, title and interest in and to all of the Transferor's technology (the "Technology"), including all worldwide (a) patents, patent applications, and patent rights; (b) rights associated with works of authorship including copyrights, copyright applications, copyright restrictions, mask work rights, mask work applications, and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth herein and any other proprietary rights relating to intangible property, including claims arising out of the foregoing rights; and (e) divisions, continuations, renewals, reissues, and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired (collectively, "Intellectual Property Rights") including all rights as set forth on Exhibit D attached hereto and incorporated herein by reference.

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

(i) sells, transfers, assigns, conveys and delivers to Transferee all of the right, title and interest of Transferor in and to the Assets, and to have and to hold the Assets unto Transferee, its successors and assigns, and for its and their own use, forever;

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(ii) assigns all of its Liabilities to the Transferee and the Transferee hereby assumes all Liabilities;

(iii) assigns all of its Contracts to the Transferee and the Transferee hereby assumes all the rights and obligations under the Contract; and

(iv) assigns all of its rights throughout the world, under any law, statute, treaty or regulation heretofore, now or hereafter existing, enacted or promulgated, together with all claims, demands and causes of action heretofore, now or hereafter existing for use of any of the Intellectual Property Rights and any and all of its legal or equitable rights to use and own the Intellectual Property Rights in each case in any and all fields of use now or hereafter existing throughout the world.

Each of Transferor and Transferee agrees that it will from time to time on or after the date hereof promptly do, execute, acknowledge and deliver and will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, certificates, bills of sale, assignments, transfers, conveyances, powers of attorney, assurances, and other documents as may be reasonably requested by the other party for better assigning, transferring, granting, conveying, assuring and conferring the entire right, title and interest to Transferee of the Assets, Liabilities, and Contracts.

The laws of the State of California (without regard to conflicts of laws principles that would require the application of any other law) shall govern the construction of this Amended and Restated Assignment and Bill of Sale and the rights, remedies and duties of the parties hereunder.

This Amended and Restated Assignment and Bill of Sale may be executed in any number of counterparts, which together shall have the same effect as if they were one single document.


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IN WITNESS WHEREOF, this Amended and Restated Assignment and Bill of Sale has been executed by a duly authorized officer of the Transferor and Transferee as of the day and year first written above.

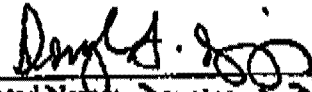
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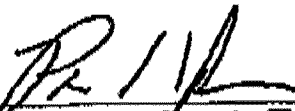
Peripheral Devices & Products

By: 
Printed Name: Paul A. Jones
Title: President

Transferee:

Patriot Memory, LLC

By: 
Printed Name: Douglas S. Diggs
Title: Manager

By: 
Printed Name: Paul A. Jones
Title: Manager

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Exhibit A

ASSETS

All assets, rights and properties owned by Transferor including the following:

(a) All accounts, accounts receivable and general intangibles, including, without limitation, all forms of payment, all present and future incomes, rents, revenues, issues and profits, goodwill, licenses and license rights, bailment or leasehold interests, whether as lessor or lessee, all cases in action or items of property, rights in and to security agreements and other contracts or assignments providing security to Transferor, book debts, credits, indemnities, warranties or guarantees payable to Transferor on loss or damage of property, tax refunds, customer lists, business and accounting records, including all ledger account cards, computer tapes and disks and other computer information, in all cases whether now owned or hereafter created or acquired by Transferor;

(b) All inventory, including, without limitation, all goods held for sale or lease, finished goods, merchandise, parts and supplies, of every kind and description, whether now owned or acquired by Transferor after the date of this Amended and Restated Assignment and Bill of Sale, or in which Transferor may now have or may after the date of this Amended and Restated Assignment and Bill of Sale acquire an interest, including, without limitation, inventory temporarily out of Transferor's custody or possession and any returns or repossessions on any sales or accounts;

(c) All goods, including, without limitation, equipment, machinery, materials, furniture, furnishings, engines, appliances, fixtures, tools, parts, supplies, and vehicles of every kind and description, whether now owned or acquired by Transferor after the date of this Amended and Restated Assignment and Bill of Sale or delivered to the real property of Transferor, or in which Transferor may now have or may after the date of this Amended and Restated Assignment and Bill of Sale acquire an interest, and all additions, accessions, replacements, substitutions, and improvements to such goods and wherever located;

(d) All documents, documents of title, deposit accounts, negotiable and nonnegotiable instruments, shares, stocks, bonds, debentures, securities, moneys, sources of money, uncalled capital, letters of credit, investment property, and chattel paper whether now owned or acquired after the date of this Amended and Restated Assignment and Bill of Sale by Transferor; and

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(e) All proceeds and products of any of the personal property described above, in any form, including, without limitation, proceeds of any insurance relating to such collateral or fire and builder's risk insurance and unrenewed insurance premiums; proceeds consisting of any of the above types of collateral; all awards made in eminent domain proceedings or purchased in lieu of such eminent domain proceedings; proceeds of any noncommercial tort cause of action in existence, now or after the date of this Amended and Restated Assignment and Bill of Sale; and all replacements, substitutions, renewals, returns, additions, accessions, rents, royalties, issues, documents of ownership, and receipts for any of the foregoing.

(f) Including but not limited to the following:

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Exhibit B

LIABILITIES

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O:SEPI GHIASVAND COMPANY:2600 EL CAMINO REAL, SUITE 110

Exhibit C

List of Contracts and Agreements

(Listed on Sales Invoice)

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Tenant Agreements

Landlord:

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Landlord:

Expires:

Landlord:

Expires:

**Equipment
Leases**

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