

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seagate Technology LLC		01/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia, as Administrative Agent		
Street Address:	GWS Loan Operations		
Internal Address:	720 King Street West, 2nd Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 2T3		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Serial Number:	77912253	PROTECT. STORE. DO MORE.	
Serial Number:	78194802	X	
Serial Number:	85007424	ADAPTIVE MEMORY	
Serial Number:	85007431	SEAGATE ADAPTIVE MEMORY	
Serial Number:	85082804	SECUREON	
Serial Number:	85146605	USM	
Serial Number:	85146679	SEAGATE	
Serial Number:	85177225	DRIVECARE	
Serial Number:	85186690	USM	
Serial Number:	85194621	SEAGATE SATELLITE	
Serial Number:	77565080	SEAGATE MANAGER	
Serial Number:	77621647	VORTEX	
Serial Number:	77739732	PULSAR	

OP \$1540.00 77912253

900187397

TRADEMARK
 REEL: 004504 FRAME: 0298

Serial Number:	77760680	DOCKSTAR
Serial Number:	77906329	GOFLEX
Serial Number:	77907319	SEAGATE RESCUE RESTORE
Serial Number:	77955979	SEAGATE RAID REBUILD
Serial Number:	85035594	SEAGATE SMARTALIGN
Registration Number:	1269032	SEAGATE
Registration Number:	1238123	SEAGATE TECHNOLOGY
Registration Number:	1270648	MAXTOR
Registration Number:	1780069	ELITE
Registration Number:	1752317	CONNER
Registration Number:	2024197	SEAGATE
Registration Number:	1897091	NO QUIBBLE SERVICES
Registration Number:	1962620	BARRACUDA
Registration Number:	1860117	SEAFAX
Registration Number:	1862888	SEAFONE
Registration Number:	1901011	SEABOARD
Registration Number:	1993290	BARRACUDA
Registration Number:	2121110	CHEETAH
Registration Number:	2277610	DIAMONDMAX
Registration Number:	2407743	SEAGATE
Registration Number:	2702248	MAXTOR
Registration Number:	2824540	MAXTOR
Registration Number:	3472963	FREEAGENT
Registration Number:	3468737	SAVE YOUR LIFE
Registration Number:	3311613	LYRION
Registration Number:	3562306	BLACKARMOR
Registration Number:	3800030	SEAGATE
Registration Number:	3785312	SEACARE
Registration Number:	3538455	SHOWCASE
Registration Number:	3636246	PIPELINE
Registration Number:	3488535	
Registration Number:	3632745	SEAGATE SECURE
Registration Number:	3729397	CONSTELLATION
Registration Number:	3711770	PIPELINE HD
Registration Number:	3815574	PULSAR

	2957890	SEAGATE
Registration Number:	2830821	
Registration Number:	2803732	MOMENTUS
Registration Number:	2890198	WE TURN ON IDEAS
Registration Number:	2808736	MAXBLAST
Registration Number:	3665032	MIRRA
Registration Number:	2973725	SAVVIO
Registration Number:	3319480	MOBILEMAX
Registration Number:	3058233	QUICKVIEW EXPANDER
Registration Number:	3254747	DRAG AND SORT
Registration Number:	3214774	POWERMAX
Registration Number:	3156495	ONETOUCH
Registration Number:	3123010	MAXTOR ONETOUCH

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976
 Email: ksolomon@stblaw.com
 Correspondent Name: Mindy M. Lok, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	083938/0029
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

NAME OF SUBMITTER:	Mindy M. Lok
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Signature:	/ml/
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Date:	03/24/2011
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Total Attachments: 6
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TRADEMARK
REEL: 004504 FRAME: 0300

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the “Agreement”), effective as of January 18, 2011, between SEAGATE TECHNOLOGY LLC, a Delaware limited liability company (the “Grantor”) and THE BANK OF NOVA SCOTIA, as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), each as a party to the Credit Agreement dated as of January 18, 2011, among Seagate HDD Cayman, an exempted limited liability company organized under the laws of the Cayman Islands (the “Borrower”), Seagate Technology Public Limited Company, an Irish company, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered a U.S. Security Agreement, dated as of January 18, 2011, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively,

the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security 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.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SEAGATE TECHNOLOGY LLC

By: Kenneth M. Massaroni

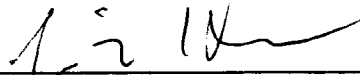
Name: Kenneth Massaroni

Title: Secretary, General Counsel and Senior Vice President

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS – SEAGATE TECHNOLOGY LLC]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____

Name: Liz Hanson

Title: Managing Director

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS – SEAGATE
TECHNOLOGY LLC]

Schedule A

Owner	Trademark Name	App Number	Reg Number	Country Name
Seagate Technology LLC	PROTECT.STORE.DO MORE	77/912,253		United States of America
Seagate Technology LLC	X Design	78/194,802		United States of America
Seagate Technology LLC	ADAPTIVE MEMORY	85/007,424		United States of America
Seagate Technology LLC	SEAGATE ADAPTIVE MEMORY	85/007,431		United States of America
Seagate Technology LLC	SECUREON	85/082,804		United States of America
Seagate Technology LLC	USM	85/146605		United States of America
Seagate Technology LLC	SEAGATE	85/146679		United States of America
Seagate Technology LLC	DriveCare	85/177225		United States of America
Seagate Technology LLC	USM	85/186690		United States of America
Seagate Technology LLC	Seagate Satellite	85/194621		United States of America
Seagate Technology LLC	SEAGATE MANAGER	77/565,080		United States of America
Seagate Technology LLC	VORTEX	77/621,647		United States of America
Seagate Technology LLC	PULSAR	77/739,732		United States of America
Seagate Technology LLC	DOCKSTAR	77/760,680		United States of America
Seagate Technology LLC	GOFLEX	77/906,329		United States of America
Seagate Technology LLC	SEAGATE RESCUE RESTORE	77/907,319		United States of America
Seagate Technology LLC	SEAGATE RAID REBUILD	77/955,979		United States of America
Seagate Technology LLC	SEAGATE SMARTALIGN	85/035,594		United States of America
Seagate Technology LLC	SEAGATE	410667	1269032	United States of America
Seagate Technology LLC	SEAGATE TECHNOLOGY	73/343,481	1238123	United States of America
Seagate Technology LLC	MAXTOR	73/410784	1270648	United States of America
Seagate Technology LLC	ELITE	74/161,896	1780069	United States of America
Seagate Technology LLC	CONNER	74/240,114	1752317	United States of America
Seagate Technology LLC	SEAGATE	74/306,435	2024197	United States of America
Seagate Technology LLC	NO QUIBBLE SERVICES	74/310708	1897091	United States of America
Seagate Technology LLC	BARRACUDA	74/369,484	1962620	United States of America
Seagate Technology LLC	SEAFAX	74/417,655	1860117	United States of America
Seagate Technology LLC	SEAFONE	74/422,841	1862888	United States of America
Seagate Technology LLC	SEABOARD	74/422,845	1901011	United States of America
Seagate Technology LLC	BARRACUDA	74/713,519	1993290	United States of America
Seagate Technology LLC	CHEETAH	75/137,270	2121110	United States of America
Seagate Technology LLC	DIAMONDMAX	75/477707	2277610	United States of America
Seagate Technology LLC	SEAGATE	75/592,839	2407743	United States of America
Seagate Technology LLC	MAXTOR	76/394,980	2702248	United States of America
Seagate Technology LLC	Maxtor (Stylized)	76/449,860	2824540	United States of America
Seagate Technology LLC	FREEAGENT	77/076,832	3472963	United States of America
Seagate Technology LLC	SAVE YOUR LIFE	77/104,170	3468737	United States of America
Seagate Technology LLC	LYRION	77/150,127	3311613	United States of America
Seagate Technology LLC	BLACKARMOR	77/374,601	3562306	United States of America
Seagate Technology LLC	SEAGATE	77/386,020	3800030	United States of America
Seagate Technology LLC	SEACARE	77/386,021	3785312	United States of America
Seagate Technology LLC	SHOWCASE	77/392,959	3538455	United States of America
Seagate Technology LLC	PIPELINE	77/395,949	3636246	United States of America

Seagate Technology LLC	WAVE DESIGN (four arcs)	77/406,426	3488535	United States of America
Seagate Technology LLC	Seagate Secure and Logo	77/444,392	3632745	United States of America
Seagate Technology LLC	CONSTELLATION	77/530,837	3729397	United States of America
Seagate Technology LLC	PIPELINE HD	77/718,910	3711770	United States of America
Seagate Technology LLC	PULSAR	77/740,502	3815574	United States of America
Seagate Technology LLC	SEAGATE AND WAVE DESIGN	78/157,285	2957890	United States of America
Seagate Technology LLC	WAVE DESIGN	78/157,294	2830821	United States of America
Seagate Technology LLC	MOMENTUS	78/158,861	2803732	United States of America
Seagate Technology LLC	WE TURN ON IDEAS	78/174,080	2890198	United States of America
Seagate Technology LLC	MAXBLAST	78/216961	2808736	United States of America
Seagate Technology LLC	MIRRA	78/277,371	3665032	United States of America
Seagate Technology LLC	SAVVIO	78/297,861	2973725	United States of America
Seagate Technology LLC	MOBILEMAX	78/405,653	3319480	United States of America
Seagate Technology LLC	QUICKVIEW EXPANDER	78/409,460	3058233	United States of America
Seagate Technology LLC	DRAG & SORT	78/526935	3254747	United States of America
Seagate Technology LLC	POWERMAX	78/566,790	3214774	United States of America
Seagate Technology LLC	ONETOUCH	78/586,804	3156495	United States of America
Seagate Technology LLC	MAXTOR ONETOUCH	78/586867	3123010	United States of America