

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
i365 Inc.		01/18/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Bank of Nova Scotia, as Administrative Agent
<b>Street Address:</b>	GWS Loan Operations
<b>Internal Address:</b>	720 King Street West, 2nd Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5V 2T3
<b>Entity Type:</b>	Canadian Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	77943527	I I365
Registration Number:	2945478	EVault INFOSTAGE
Registration Number:	2945479	EVault DELTAPRO
Registration Number:	2914137	EVault PROTECT
Registration Number:	3680502	I365
Registration Number:	3832498	I
Registration Number:	3832500	I I365
Registration Number:	2993017	EVault
Registration Number:	3604294	EVault
Registration Number:	3332226	METALINCS X

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900187402**

**TRADEMARK  
 REEL: 004504 FRAME: 0617**

**OP \$265.00 77943527**

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

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:

Mindy M. Lok

Signature:

/ml/

Date:

03/24/2011

Total Attachments: 5

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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 i365 INC., a Delaware corporation (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”).

WITNESSETH:

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.

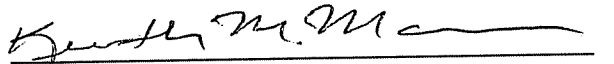
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of 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.

i365 INC.


By:   
Name: Kenneth Massaroni  
Title: Secretary and Director

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS - I365 INC.]

**TRADEMARK**  
**REEL: 004504 FRAME: 0621**

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 – I365 INC.]

TRADEMARK  
REEL: 004504 FRAME: 0622

Schedule A

Owner	Trademark Name	App Number	Reg Number	Country Name
I365 Inc.	i365 CIRCLE LOGO	77/943,527		United States of America
I365 Inc.	EVAULT INFOSTAGE	76/430,566	2945478	United States of America
I365 Inc.	EVAULT DELTAPRO	76/430,567	2945479	United States of America
I365 Inc.	EVAULT PROTECT	76/437,626	2914137	United States of America
I365 Inc.	i365	77/320,050	3680502	United States of America
I365 Inc.	i365 Logo (Design)	77/574,815	3832498	United States of America
I365 Inc.	i365 and Design	77/574,986	3832500	United States of America
I365 Inc.	EVAULT (Block Letters)	78/100,893	2993017	United States of America
I365 Inc.	EVAULT	78/508,734	3604294	United States of America
MetaLINCS, Inc.	METALINCS	78/835,569	3332226	United States of America