

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Conversion from Corporation to Limited Liability Company	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
G-Technology, Inc.		04/03/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	G-Tech, LLC		
<b>Street Address:</b>	3403 Yerba Buena Road		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95135		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3201513	G-RAID	
<b>Registration Number:</b>	3201512	G-DRIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-268-6810		
<b>Email:</b>	jdecker@mofa.com		
<b>Correspondent Name:</b>	Rosemary S. Tarlton		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2482		
<b>ATTORNEY DOCKET NUMBER:</b>	545856000000		
<b>NAME OF SUBMITTER:</b>	Rosemary S. Tarlton		
<b>Signature:</b>	/Rosemary S. Tarlton/		

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Date:

06/09/2011

**Total Attachments: 13**

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**PLAN OF CONVERSION FOR CONVERTING  
G-TECHNOLOGY, INC.  
TO  
G-TECH LLC**

This Plan of Conversion (this "Plan of Conversion") is adopted on April 3, 2009 to convert G-Technology, Inc., a California corporation (the "Corporation"), to G-Tech LLC, a California limited liability company (the "LLC").

1. The LLC will be a limited liability company duly organized under the laws of the State of California.

2. The Corporation is a corporation duly organized under the laws of the State of California (File No. C2661421).

3. The Corporation will be converted to a LLC.

4. The outstanding securities of the Corporation consist of common stock (the "Common Stock").

5. Each outstanding share of Common Stock of the Corporation will be converted into one membership interest in the LLC as set forth on Exhibit A attached hereto.

6. The Articles of Organization - Conversion of the LLC are attached hereto as Exhibit B.

7. The Limited Liability Company Operating Agreement of the LLC is attached hereto as Exhibit C.

8. The shareholders of the Corporation will, from time to time when requested by the Member of the LLC, execute and deliver all further documents and instruments and take other further action as necessary or desirable to carry out the intent and purposes of this Plan of Conversion.

9. This Plan of Conversion will become effective as of the effective date of filing of the Articles of Organization - Conversion with the Secretary of State of the State of California.

10. This Plan of Conversion has been duly and unanimously approved and adopted by the board of directors of the Corporation and has been duly approved and adopted by holders of all of the outstanding shares of Common Stock of the Corporation.

11. This Plan of Conversion is intended as a plan of complete liquidation under Section 332 of the Internal Revenue Code.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned has caused this Plan of Conversion to be executed on the date first set forth above.

G-TECHNOLOGY, INC.

By:  \_\_\_\_\_

Name: Christopher Dewees

Title: President

Address: 3403 Yerba Buena Road  
San Jose, California 95135

SIGNATURE PAGE TO PLAN OF CONVERSION

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EXHIBIT A

<u>Name</u>	<u>Common Stock of the Corporation</u>	<u>Membership Interests of the LLC</u>
Fabrik, Inc.	100	100%
<b>TOTALS</b>	100.0%	100%

EXHIBIT B

Articles of Organization - Conversion



**State of California  
Secretary of State**

LLC-1A

File # \_\_\_\_\_

**LIMITED LIABILITY COMPANY  
ARTICLES OF ORGANIZATION - CONVERSION**

**IMPORTANT — Read all instructions before completing this form.**

This Space For Filing Use Only

**CONVERTED ENTITY INFORMATION**

1. NAME OF LIMITED LIABILITY COMPANY (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

G-Tech LLC

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

3. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY (Check only one)

ONE MANAGER

MORE THAN ONE MANAGER

ALL LIMITED LIABILITY COMPANY MEMBER(S)

4. MAILING ADDRESS OF THE CHIEF EXECUTIVE OFFICE

CITY

STATE

ZIP CODE

3403 Yerba Buena Road

San Jose

CA

95135

5. NAME OF AGENT FOR SERVICE OF PROCESS (Item 5: Enter the name of the agent for service of process. The agent may be an individual residing in California or a corporation that has filed a certificate pursuant to California Corporations Code section 1505. Item 6: If the agent is an individual, enter the agent's business or residential address in California. Item 7: If the converting entity is a California limited partnership, enter the mailing address of the individual or corporate agent. Check the box and omit the mailing address if the agent's mailing address is the same as the address in item 6.)

CT Corporation System

6. IF AN INDIVIDUAL, ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CA

CITY

STATE

ZIP CODE

CA

7. MAILING ADDRESS OF AGENT FOR SERVICE OF PROCESS

CITY

STATE

ZIP CODE

818 W. Seventh Street

Los Angeles

CA

90017

THE MAILING ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IS THE SAME AS THE AGENT'S BUSINESS OR RESIDENTIAL ADDRESS IN ITEM 6.

**CONVERTING ENTITY INFORMATION**

8. NAME OF CONVERTING ENTITY

G-Technology, Inc.

9. FORM OF ENTITY

Corporation

10. JURISDICTION

California

11. CA SECRETARY OF STATE FILE NUMBER, IF ANY

C2661421

12. THE PRINCIPAL TERMS OF THE PLAN OF CONVERSION WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, PROVIDE THE FOLLOWING FOR EACH CLASS:

STATE THE CLASS AND NUMBER OF OUTSTANDING INTERESTS ENTITLED TO VOTE AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS

100 shares of Common Stock

51%

**ADDITIONAL INFORMATION**

13. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

14. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

April 3, 2009

DATE

SIGNATURE OF AUTHORIZED PERSON

Christopher Dewees, President

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

Angela Corsilles, Secretary

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

EXHIBIT C

Limited Liability Company Operating Agreement

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

## G-TECH LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") of G-Tech LLC, a California limited liability company (the "Company"), dated as of April 3, 2009, is entered into by Fabrik Inc. (the "Member").

### RECITALS

WHEREAS, the Member has formed a limited liability company pursuant to and in accordance with the Beverly-Killea Limited Liability Company Act (as amended from time to time, the "Act");

WHEREAS, the Member desires to execute this Agreement in order to provide for the governance of the Company and the conduct of its business.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby agree and state as follows:

### ARTICLE I

#### General Provisions

1.1 Formation; Name. The Articles of Organization -- Conversion (the "Articles"), the formation of the Company as a limited liability company under the Act, and all actions taken by Fabrik, Inc., and any other person who executed and filed the Articles are hereby adopted and ratified. The name of the limited liability company formed hereby shall be, and the business of the Company shall be conducted under the name of G-Tech LLC.

1.2 Principal Office. The address of the principal office of the Company shall be at 3403 Yerba Buena Road, San Jose, California, 95135, or at such other address as may be designated from time to time by the Member.

1.3 Agent for Service of Process. The initial agent for service of process on the Company will be CT Corporation System or such other agent for service of process as may be designated from time to time by the Member.

1.4 Duration. The Company shall have a perpetual existence, unless the Company is dissolved in accordance with the Act or this Agreement.

1.5 Purpose. The purposes of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act.

1.6 Limitation on Liability of the Member. Except to the extent required by the Act or other applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and the Member shall not have any liability for any such debt, obligation or liability of the Company solely by reason of being a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities of the Company. The Member intends the Company to be a limited liability company under the Act.

## ARTICLE II

### Capital Contributions; Membership Interest

2.1 Capital Contributions. The Member shall make such contributions to the capital of the Company, in the form of cash, property or services rendered, or a promissory note or other obligation to contribute cash or property or to render services, as the Member deems appropriate.

2.2 Membership Interest. The percentage interest ("Membership Interest") of the Member in the Company shall be as follows:

<u>Member</u>	<u>Membership Interest</u>
Fabrik Inc.	100%

## ARTICLE III

### Allocations and Distributions

3.1 Taxation. It is the intention of the Member that the Company be classified as a disregarded entity for purposes of federal and state income tax law.

3.2 Allocation of Profits and Losses. The Company's profits and losses shall be allocated in their entirety to the Member.

3.3 Distributions. Distributions shall be made to the Member at such times and in the aggregate amounts determined by the Member. Such distributions shall be allocated in their entirety to the Member.

## ARTICLE IV

### Management and Related Matters

#### 4.1 Powers and Authority of the Member.

(a) The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary, advisable or convenient to or for the furtherance of the business and management of the Company or the purposes described herein, including all powers, statutory or otherwise, possessed by a member under the Act and this Agreement. Specifically, but without limitation, the Member shall be authorized in the name of and on behalf of the Company:

(i) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons, necessary or appropriate to carry on the business of the Company, whether or not such persons are affiliated with or related to the Member; and

(ii) to enter into agreements and engage in transactions in furtherance of the purposes of the Company described in Section 1.5 hereof.

4.2 Officers. The Member shall have the authority to appoint such officers of the Company as it deems desirable to carry out the business of the Company. Such officers shall be responsible for the day-to-day administration of the business of the Company, subject to the direction and control of the Member, and shall have the responsibility and authority to implement the policies and decisions of the Member. The officers of the company shall be as follows:

(a) The Company may have a President and Chief Executive Officer as may be appointed from time to time by the Member. The President and Chief Executive Officer shall serve in such capacity until he or she dies, resigns or is removed from office by the Member, which removal may be with or without cause. The authority and duties of the President and Chief Executive Officer shall include such powers and duties normally vested in the president of a corporation or other business enterprise.

(b) The Company may have one or more Vice Presidents as may be appointed from time to time by the Member. Each Vice President shall serve in such capacity until he or she dies, resigns or is removed from office by the Member, which removal may be with or without cause. The authority and duties of each Vice President shall include such powers and duties normally vested in the vice president of a corporation or other business enterprise.

(c) The Company shall have such other officers as may be determined by the Member and such officers shall have the powers and duties granted to them by the Member.

4.3 Indemnification. The Company shall indemnify and hold harmless the Member and its officers, if any, and its agents and their successors from and against, and shall advance expenses to such entities and persons with respect to, any and all costs, losses, liabilities, claims, damages and expenses paid or accrued by such entity or person in connection with the business of the Company, to the fullest extent permitted by the Act.

## ARTICLE V

### Title to Assets

5.1 Title to Assets. All Company assets, whether real or personal, will be held in the name of the Company.

## ARTICLE VI

### Dissolution and Winding Up of the Company

6.1 Events of Dissolution. The Company shall be dissolved, and the Company's affairs shall be wound up, upon the first to occur of the following:

- (a) the written consent of the Member; or
- (b) the entry of a decree of judicial dissolution under California Corporations Code Section 17351.

6.2 Procedure on Dissolution.

(a) Upon the dissolution and termination of the Company, it will engage in no further business other than that necessary to wind up its business and affairs and shall liquidate all of its assets in an orderly and expeditious manner. The Member will wind up the affairs of the Company and give written notice of the commencement of the winding up of the Company by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company.

(b) After paying or adequately providing for the payment of all known debts of the Company (except debts owing to the Member), the Company will distribute or apply its remaining assets in the following order of priority:

- (i) first, to the payments of the expenses of liquidation;

- (ii) second, to repay debts and obligations of the Company;  
and
- (iii) third, to the Member (including debts owing to  
Member).

## ARTICLE VII

### Accounting; Books and Records

7.1 Books and Records. Books of account with respect to the operations of the Company shall be kept at such place as shall be designated by the Member. At all times during the Company's term of existence, and beyond that term if the Member deems it necessary, the Member will keep or cause to be kept the books of account and the following:

- (a) A current list of the full name and last known address of the Member, together with the capital contributions and the profits and losses of the Member;
- (b) A copy of the Articles, as amended;
- (c) An executed copy of this Agreement, as amended;
- (d) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for up to the six most recent taxable years;
- (e) Any powers of attorney under which the Articles or any amendments thereto were executed;
- (f) Financial statements of the Company for up to the six most recent fiscal years; and
- (g) The books and records of the Company as they relate to the Company's internal affairs for up to the current and past four fiscal years.

7.2 Banking. All funds of the Company shall be deposited in the Company's name in such account or accounts as shall be designated by the Member. The funds in such accounts shall be used solely for the business of the Company. Withdrawals from, or checks drawn upon, such accounts shall require the signature of such persons as may be designated by the Member.

7.3 Fiscal Year. The fiscal year of the Company shall be the calendar year and shall end on December 31.

## ARTICLE VIII

### Miscellaneous

8.1 Successors and Assigns. This Agreement is made solely for the benefit of the Member and the Member's permitted successors and assigns, and no other person or entity will have or acquire any right by virtue of this Agreement.

8.2 Severability. If any provision of this Agreement shall be determined to be unlawful or unenforceable to any extent, such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect.

8.3 Headings. The section headings contained herein are for reference purposes only and shall not affect in any way the meaning of this Agreement.

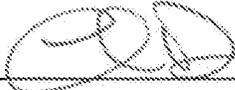
8.4 No Oral Modifications. This Agreement may only be amended by a writing signed by the Member.

8.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. All rights and remedies arising under this Agreement or otherwise with respect to the Member and the Company shall be governed by such laws.

\* \* \*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound,  
has duly executed this Operating Agreement as of the date first above written.

**FABRIK INC.**

By: 

Name: Christopher Dewees

Title: President

SIGNATURE PAGE TO LIMITED LIABILITY COMPANY OPERATING AGREEMENT