

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Panasas, Inc.		06/14/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fujitsu Technology Solutions Intellectual Property GmbH		
<b>Street Address:</b>	Mies-van-der-Rohe-Str. 8		
<b>City:</b>	Munich		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	80807		
<b>Entity Type:</b>	CORPORATION: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2848393	STORAGEBLADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(520)882-7643		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5208827623		
<b>Email:</b>	gurbalejo@hayes-soloway.com		
<b>Correspondent Name:</b>	Hayes Soloway, P.C.		
<b>Address Line 1:</b>	4640 E. Skyline Drive		
<b>Address Line 4:</b>	Tucson, ARIZONA 85718		
<b>ATTORNEY DOCKET NUMBER:</b>	EPPING/TM-0047		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Hayes Soloway, P.C.		
<b>Address Line 1:</b>	4640 E. Skyline Drive		
<b>Address Line 4:</b>	Tucson, ARIZONA 85718		

OP \$40.00 2848393

NAME OF SUBMITTER:	Stephen B. Mosier
Signature:	/stephen b. mosier/
Date:	08/08/2011
Total Attachments: 3 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif source=ASSIGNMENT#page3.tif	

**TRADEMARK ASSIGNMENT AND LICENSE-BACK AGREEMENT**

This Agreement for Trademark Assignment and License-Back, effective as of the last date written below, is made by and between Panasas, Inc., a corporation incorporated in the State of Delaware and having a principal place of business at 6520 Kaiser Drive, Fremont, CA 94555 (hereinafter "ASSIGNOR/LICENSEE") and Fujitsu Technology Solutions Intellectual Property GmbH, a corporation incorporated in Germany and having a principal place of business at Mies-van-der-Rohe-Str. 8, 80807 Munich, Germany (hereinafter "ASSIGNEE/LICENSOR").

WHEREAS ASSIGNOR/LICENSEE is the owner of the following trademark now registered in the United States Patent and Trademark Office:

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
STORAGEBLADE	2848393	June 1, 2004;

WHEREAS ASSIGNEE/LICENSOR is desirous of acquiring said registered U.S. trademark,

NOW, THEREFORE, in consideration of the sum of Three Thousand and Five Hundred Dollars (\$3,500.00) paid by ASSIGNEE/LICENSOR to ASSIGNOR/LICENSEE and other good and valuable consideration, the parties hereby agree as follows:

(1) ASSIGNOR/LICENSEE does hereby irrevocably assign to ASSIGNEE/LICENSOR all rights, title, and interest in and to the above-referenced registered U.S. trademark together with the goodwill of the business symbolized by said trademark.

(2) ASSIGNEE/LICENSOR does hereby grant to ASSIGNOR/LICENSEE the perpetual, non-exclusive and royalty-free right to use the trademark in the U.S.A. in connection with the goods and services that ASSIGNOR/LICENSEE used the trademark prior to the assignment, including, but not limited to, data storage devices for use in a computer network, namely, devices containing disk drives, processors, cache memory, controllers and links to connect the devices with computer networks and software for data storage devices.

(3) ASSIGNOR/LICENSEE shall use the trademark in a manner not substantially inconsistent with ASSIGNOR/LICENSEE's use of said trademark during the three (3) years prior to the date hereof.

(4) ASSIGNOR/LICENSEE shall provide to ASSIGNEE/LICENSOR, at ASSIGNEE/LICENSOR's reasonable request, samples of goods, advertising materials, written materials and the like bearing the trademark and as used by ASSIGNOR/LICENSEE. ASSIGNEE/LICENSOR shall pay ASSIGNOR/LICENSEE for such samples at cost, where applicable.

(5) ASSIGNOR/LICENSEE acknowledges ASSIGNEE/LICENSOR's exclusive rights in the trademark and, further, acknowledges that the trademark is valid and that ASSIGNEE/LICENSOR is the owner thereof. ASSIGNOR/LICENSEE shall not at any time

dispute or contest, directly or indirectly, ASSIGNEE/LICENSOR's exclusive right and title to the trademark or the validity thereof.

(6) ASSIGNOR/LICENSEE acknowledges that ASSIGNEE/LICENSOR has no obligation to enforce the trademark against third parties, on behalf of ASSIGNOR/LICENSEE or otherwise. ASSIGNOR/LICENSEE further acknowledges that ASSIGNEE/LICENSOR has no obligation to defend the validity of the trademark in disputes, contests or cancellations initiated by third parties.

(7) The Parties acknowledge that a Declaration of Use must be filed in connection with the registration for the trademark (Reg. No. 2,848,393) by the final (end of grace period) deadline of December 1, 2010, and that it will be ASSIGNOR/LICENSEE's sole responsibility for timely filing the Declaration of Use and maintaining the registration, up to and including that date, but ASSIGNEE/LICENSOR shall reimburse ASSIGNOR/LICENSEE for the applicable U.S. government filing fees and reasonable out-of-pocket attorney's fees and costs incurred in connection with said filing. ASSIGNOR/LICENSEE agrees to provide reasonable assistance in responding to any Post-registration Office Action(s) issued by the United States Patent and Trademark Office raising any deficiencies in connection with the Declaration of Use. However, in no event shall ASSIGNOR/LICENSEE be in breach of this Agreement, or otherwise be liable to ASSIGNEE/LICENSOR, should any such deficiencies be unable to be cured, and the United States Patent and Trademark Office ultimately cancels the registration.

(8) The Parties acknowledge that use of the trademark by ASSIGNOR/LICENSEE shall inure to the benefit of ASSIGNEE/LICENSOR, and ASSIGNOR/LICENSEE acknowledges that it shall not acquire any rights in or to the use of ASSIGNEE/LICENSOR's trademark, except as expressly set forth herein.

(9) ASSIGNOR/LICENSEE makes no representations or warranties, express or implied, except as otherwise expressly stated in this Agreement, including the following:

(a) To the best of ASSIGNOR/LICENSEE's knowledge and belief, the trademark is free of any liens, security interests, encumbrances or licenses;

(b) Aside from Cancellation No. 92051216, to the best of ASSIGNOR/LICENSEE's knowledge and belief, there are no claims, pending or threatened, with respect to ASSIGNOR/LICENSEE's rights in the trademark;

(c) To the best of ASSIGNOR/LICENSEE's knowledge and belief, ASSIGNOR/LICENSEE is not subject to any agreement, judgment or order inconsistent with the terms of the Agreement.

(10) This Agreement shall remain in full force in perpetuity, so long as the trademark remains in effect and the parties abide by the terms of this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement if the other Party materially breaches any of the provisions of this Agreement, provided that the breaching Party shall have thirty (30) days after receiving written notice from the non-breaching Party within which to cure such breach. If the breaching Party has not accomplished such cure to the satisfaction of the non-breaching Party, in the non-breaching Party's reasonable discretion, at the end of said thirty (30) day

period, the non-breaching Party may terminate the Agreement effective immediately upon further written notice to the breaching Party.

(11) This Agreement constitutes the entire understanding of the parties, and revokes or supersedes all prior agreements between the parties. This Agreement shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

(12) This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

(13) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. ASSIGNOR/LICENSEE may not assign or otherwise transfer this Agreement and/or any of its respective rights and obligations under this Agreement without the prior written consent of ASSIGNEE/LICENSOR, which shall not be unreasonably withheld or delayed.

Signed,

PANASAS, INC.

By: Stephanie Vinelle

Name: Stephanie Vinelle

Title: CEO

Date: June 14, 2011

FUJITSU TECHNOLOGY SOLUTIONS INTELLECTUAL PROPERTY GMBH

By: S. Wübler

Name: Susanne Kuebler

Title: Trademark Manager

Date: April 19, 2011