

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interests Recorded at Reel/Frames (2965/0891) & (3067/0661)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Successor Agent		08/25/2011	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Smart Modular Technologies, Inc.		
Street Address:	39870 Eureka Drive		
City:	Newark		
State/Country:	CALIFORNIA		
Postal Code:	94560		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1907151	SMART	
Registration Number:	2121371	SMART MODULAR TECHNOLOGIES	
Registration Number:	2936255	MHUB	
CORRESPONDENCE DATA			
Fax Number:	(650)251-5002		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(650) 251-5182		
Email:	jmull@stblaw.com		
Correspondent Name:	Parijat Sharma		
Address Line 1:	2550 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	085706/0239		
NAME OF SUBMITTER:	J. Jason Mull		

CH \$90.00 1907151

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TRADEMARK  
 REEL: 004611 FRAME: 0877

Signature:	/J. Jason Mull/
Date:	08/25/2011
<b>Total Attachments: 4</b> source=Wells - Release Trademarks (executed)#page1.tif source=Wells - Release Trademarks (executed)#page2.tif source=Wells - Release Trademarks (executed)#page3.tif source=Wells - Release Trademarks (executed)#page4.tif	

TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of August 25, 2011 is made by WELLS FARGO BANK, NATIONAL ASSOCIATION ("Successor Agent"), a national banking association with an office at 121 Park Center Plaza, 3<sup>rd</sup> Floor, San Jose, California 95113 on behalf of certain banks and other financial institutions (the "Lenders") in favor of SMART MODULAR TECHNOLOGIES, INC., a California corporation with an office at 39870 Eureka Drive, Newark, California 94560 (the "Pledgor").

W I T N E S S E T H:

WHEREAS, pursuant to (i) the Collateral Assignment of Trademarks (Security Agreement), dated as of April 16, 2004 between Pledgor and Original Agent (as defined below), (ii) the Amendment to Collateral Assignment of Trademarks (Security Agreement), dated as of March 28, 2005 between Pledgor and Original Agent and (iii) the Second Amendment to the Collateral Assignment of Trademarks (Security Agreement), dated as of April 30, 2007 between Pledgor and Successor Agent (each as amended, amended and restated, supplemented and/or otherwise modified from time to time, collectively the "Security Agreements"), the Pledgor pledged and granted to Original Agent and Successor Agent, respectively, for the benefit of the Lenders a continuing security interest in the Trademark Collateral. As used herein, the term "Trademark Collateral", shall mean all of the Pledgor's right, title and interest of every kind and nature in the trademark registrations and applications listed on Schedule A hereto.

WHEREAS, the Security Agreements were recorded in the Trademark Division of the United States Patent and Trademark Office on (i) May 13, 2004 at Reel/Frame 2965/0891 and (ii) April 15, 2005 at Reel/Frame 3067/0661.

WHEREAS, in connection with the Second Amended and Restated Loan and Security Agreement, dated as of April 30, 2007, Successor Agent was appointed as a successor administrative agent and collateral agent for the Lenders and Wells Fargo Foothill, Inc. (the "Original Agent") assigned all of its rights and claims under the security interests granted in the Pledgor's Collateral (as defined therein), and including the Trademark Collateral, to Successor Agent.

WHEREAS, the Pledgor has requested that Successor Agent release and reassign any and all right, title and interest it may have in the Trademark Collateral, and Successor Agent has agreed to do so; and

WHEREAS, Successor Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby

acknowledged, and upon the terms set forth in this Release, Successor Agent hereby states as follows:

SECTION 1. Release of Security Interest. Successor Agent does hereby release, relinquish, terminate and discharge its security interest in, to and under the Trademark Collateral and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to the Pledgor.

SECTION 2. Further Assurances. Successor Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

SECTION 3. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signatures Follow On Next Page.]*

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Successor Agent

By: Karen Byler  
Name: KAREN BYLER  
Title: SVP


State of CALIFORNIA  
County of SANTA CLARA } ss

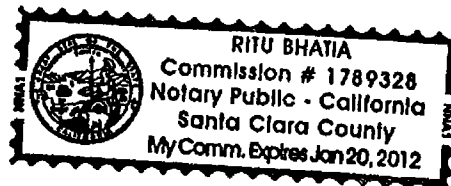
On 08.23.2011 before me, RITU BHATIA, NOTARY PUBLIC,  
(name and title of officer)

personally appeared KAREN A BYLER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



## **SCHEDULE A**

### **U.S. Trademarks and Trademark Applications**

<b>TRADEMARK</b>	<b>REGISTRATION / APPLICATION #</b>	<b>EXECUTION DATE OF SEC. INTEREST</b>	<b>RECORDATION DATE OF SEC. INTEREST</b>	<b>REEL/FRAME OF SEC. INTEREST</b>
SMART	1,907,151	04/16/2004	05/13/2004	2965/0891
SMART MODULAR TECHNOLOGIES	2,121,371	04/16/2004	05/13/2004	2965/0891
MHUB	2,936,255	04/16/2004	05/13/2004	2965/0891