

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SMART Modular Technologies, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) California, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 08/26/2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Administrative *

Internal

Address: *Agent

Street Address: 1111 Fannin Street, Floor 10

City: Houston

State: TX

Country: USA Zip: 77002

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other N.A. Citizenship New York, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way, Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Fax Number: 800-516-6304

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James D. Murray

Signature

James D. Murray

Name of Person Signing

August 26, 2011

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 85258328

Schedule I
TRADEMARK/TRADE NAMES OWNED BY SMART MODULAR TECHNOLOGIES, INC.

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
USA	SMART Modular Technologies	12/16/97	2121371
USA	M-HUB	3/29/05	2936255
USA	SAFE STOR	3/4/11	85258328

Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None.			

Trade Names

<u>Country(s) Where Used</u>	<u>Trade Names</u>
None.	

TRADEMARK SECURITY AGREEMENT dated as of August 26, 2011 (this "Agreement"), among SMART Modular Technologies, Inc. (the "Grantor") and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of August 26, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SMART Modular Technologies (Global Memory Holdings), Inc., a Cayman Islands exempted company ("Holdings"), SMART Modular Technologies (Global), Inc., a Cayman Islands exempted company (the "Parent Borrower"), SMART Modular Technologies, Inc., a California corporation (the "Co-Borrower" and together with the Parent Borrower, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of August 26, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrowers, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an

executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SMART Modular Technologies, Inc.

By: *Iain MacKenzie*
Name: Iain MacKenzie
Title: Director, CEO, President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004612 FRAME: 0935

JPMORGAN CHASE BANK, N.A., as
Administrative Agent.

By: 
Name: Goh Siew Tan
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT