

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seagate Technology LLC		07/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia, as Administrative Agent		
Street Address:	GWS Loan Operations		
Internal Address:	720 King Street West, 2nd Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 2T3		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4088234	SEAGATE MANAGER	
Serial Number:	85451297	ACUTRAC	
Registration Number:	4058646	SEAGATE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

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TRADEMARK

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mindy M. Lok

Signature:

/mml/

Date:

09/28/2012

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement"), dated as of July 18, 2012, between SEAGATE TECHNOLOGY LLC, a Delaware limited liability company (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").

W I T N E S S E T H:

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.

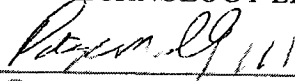
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of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

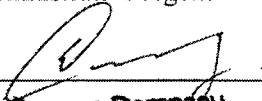
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SEAGATE TECHNOLOGY LLC

By: 
Name: PATRICK O'MALLEY
Title: CFO

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: 
Name: **Eugene Dempsey**
Title: **Director**
Corporate Banking

Schedule A

U.S. Trademark Applications and Registrations

Owner	Trademark Name	App Number	Reg Number	Trademark Status	File Date	Reg Date	Renewal Date
Seagate Technology LLC	SEAGATE MANAGER	77/565,080	4088234	Registered	9/8/2008	1/17/2012	1/17/2022
Seagate Technology LLC	AcuTrac	85/451,297		Pending	19-Oct-2011		
Seagate Technology LLC	SEAGATE	85/146,679	4,058,646	Registered	6-Oct-2010	22-Nov-2011	22-Nov-2021