

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seagate Technology LLC		07/18/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	707 Wilshire Boulevard, 17th Floor		
Internal Address:	Attention: Corporate Trust Services		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	National Banking Association: UNITED STATES		
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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NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/mml/
Date:	09/28/2012
<p>Total Attachments: 5 source=SeagateSLTM#page1.tif source=SeagateSLTM#page2.tif source=SeagateSLTM#page3.tif source=SeagateSLTM#page4.tif source=SeagateSLTM#page5.tif</p>	

Second Lien Trademark Security Agreement (this "Agreement"), dated as of July 18, 2012, between SEAGATE TECHNOLOGY LLC (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Indenture).

Reference is made to (a) the Second Lien U.S. Security Agreement, dated as of May 1, 2009 (as amended, supplemented or otherwise modified from time to time, the "Second Lien U.S. Security Agreement"), among Seagate Technology International (the "Issuer"), the Grantor, the other Guarantors from time to time party thereto and the Collateral Agent, and (b) the Indenture, dated as of May 1, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among the Issuer, the Grantor, the other Guarantors from time to time party thereto (collectively, the "Guarantors" and, together with the Issuer, the "Notes Parties") and Wells Fargo Bank, National Association, as trustee (in such capacity, the "Trustee"), pursuant to which the Issuer issued 10.00% Senior Secured Second-Priority Notes due 2014 (collectively, the "Notes"). As an inducement to the Initial Purchasers (as defined in the Indenture) to purchase the Notes, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, to the execution and delivery of an agreement in the form hereof. Accordingly, the Grantor and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien U.S. Security Agreement. The rules of construction specified in Section 1.02 of the Indenture 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, pursuant to the Second Lien U.S. Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision, and all extensions or renewals thereof, including those listed on Schedule A (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Second Lien U.S. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Second Lien U.S. Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien U.S. Security 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 Second Lien U.S. Security Agreement, the terms of the Second Lien U.S. Security Agreement shall govern.

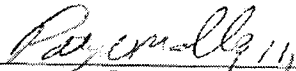
SECTION 4. Intercreditor Agreement. The security interests created by this Agreement on the property described herein are junior and subordinate to the security interests on such property created by any similar instrument now or hereafter granted to any First Priority Representative, in such property, in accordance with the provisions of the Intercreditor Agreement. Notwithstanding anything to the contrary, the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature Pages Follow]

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

SEAGATE TECHNOLOGY LLC

By:

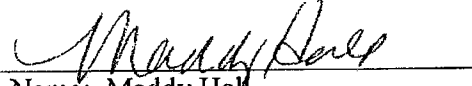
  
Name: PATRICK CHALLEY  
Title: CFO

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TRADEMARK  
REEL: 004869 FRAME: 0278

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Collateral Agent,

By:

A handwritten signature in cursive script, appearing to read "Maddy Hall", written over a horizontal line.

Name: Maddy Hall

Title: Vice President

**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