

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
OCZ Technology Group, Inc.		03/11/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hercules Technology Growth Capital, Inc.
Street Address:	400 Hamilton Avenue, Suite 300
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4119820	SUPERSCALE
Registration Number:	4105681	INTREPID
Registration Number:	4099159	DENEVA
Registration Number:	3352055	SILENCER
Registration Number:	3859399	PC POWER AND COOLING
Registration Number:	3417286	HYPERSONIC
Registration Number:	2810218	OCZ
Registration Number:	1778764	SILENCER
Registration Number:	1755030	TURBO-COOL
Registration Number:	4099161	VELODRIVE
Registration Number:	4099160	TALOS
Registration Number:	4249091	INDILINX INFUSED
Registration Number:	4249090	INDILINX INFUSED
Registration Number:	4150238	DENEVA

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Registration Number:	4150140	INTREPID
Registration Number:	4201127	INDILINX
Registration Number:	4201238	INDILINX
Registration Number:	4139254	VELODRIVE
Registration Number:	4139249	TALOS
Serial Number:	85457269	VERITESSE
Serial Number:	85346413	DATAWARD
Serial Number:	85346409	DATASCRIBE

CORRESPONDENCE DATA

Fax Number: 2028427899
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 1-202-842-7854
Email: mgutknecht@cooley.com
Correspondent Name: Susan Piascik Christoff
Address Line 1: 1299 Pennsylvania Avenue, NW, Suite 700
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2400

ATTORNEY DOCKET NUMBER:	305866-1004
NAME OF SUBMITTER:	Susan P. Christoff
Signature:	/spc/
Date:	03/14/2013

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 11, 2013 by and among HERCULES TECHNOLOGY GROWTH CAPITAL, INC. ("Lender") and OCZ TECHNOLOGY GROUP, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Grantor, and each of Grantor's domestic subsidiaries, dated as of March 11, 2013 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor have granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising among Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising among Lender and Grantor, Grantor grant and pledge to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding anything contained in this agreement to the contrary, the property in which Grantor has granted an pledged a security interest hereunder shall not include: (i) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of Grantor if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (i) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the UCC or other applicable law; or (2) to apply to the extent that any consent or waiver has been obtained that would permit Lender's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of clause (i) shall in no way be construed to limit, impair, or otherwise affect Lender's continuing security interests in and liens upon any rights or interests of Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit,

license or license agreement); or (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be within the security interest granted hereunder.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

(Signatures to Follow)

EXECUTION VERSION

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the first date written above.

Address of Grantor:

6373 San Ignacio Avenue
San Jose, CA 95119

GRANTOR:

OCZ TECHNOLOGY GROUP, INC.

By: 

Title: President

Address of Lender:

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: _____

Title: _____

EXECUTION VERSION

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the first date written above.

Address of Grantor:

6373 San Ignacio Avenue
San Jose, CA 95119

GRANTOR:

OCZ TECHNOLOGY GROUP, INC.

By: _____

Title: _____

Address of Lender:

400 Hamilton Avenue, Suite 319
Palo Alto, CA 94301
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By:  _____

Title: K. Nicholas Marllsch
Associate General Counsel

EXHIBIT C

Trademarks

OCZ Technology Group, Inc.

United States Trademarks

Entry	Mark	Registration No.	Registration Date
1.	SUPERSCALE	4,119,820	3/27/2012
2.	INTREPID	4,105,681	2/28/2012
3.	DENEVA	4,099,159	2/14/2012
4.	SILENCER	3,352,055	12/11/2007
5.	PC POWER AND COOLING	3,859,399	10/12/2010
6.	HYPERSONIC	3,417,286	4/29/2008
7.	OCZ	2,810,218	2/3/2004
8.	<i>SILENCER</i>	1,778,764	6/29/1993
9.	<i>TURBO-COOL</i>	1,755,030	3/2/1993
10.	VELODRIVE	4,099,161	2/14/2012
11.	TALOS	4,099,160	2/14/2012
12.		4249091	11/27/2012
13.	INDILINX INFUSED	4249090	11/27/2012
14.	DENEVA	4150238	5/29/2012
15.	INTREPID	4150140	5/29/2012

Entry	Mark	Registration No.	Registration Date
16.	INDILINX	4201127	9/4/2012
17.	INDILINX	4201238	9/4/2012
18.	VeloDrive	4139254	5/21/2012
19.	TALOS	4139249	5/8/2012

V. United States Trademark Applications

Entry	Mark	Application No.	Filing Date
1.	VERITESSE	85/457,269	10/26/2011
2.	DATAWARD	85/346,413	6/15/2011
3.	DATASCRIBE	85/346,409	6/15/2011