

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.		08/12/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COLLATERAL AGENTS, LLC
Street Address:	333 Seventh Avenue, 3rd Floor
Internal Address:	Attn: General Counsel
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 20

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

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Registration Number:	4150238	DENEVA
Registration Number:	4150140	INTREPID
Registration Number:	4201127	INDILINX
Registration Number:	4201238	INDILINX
Registration Number:	4139254	VELODRIVE
Registration Number:	4139249	TALOS
Serial Number:	85457269	VERITESSE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-701-8944

Email: ptierney@mayerbrown.com, ipdocket@mayerbrown.com

Correspondent Name: Patrick Tierney

Address Line 1: PO Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	12318937
NAME OF SUBMITTER:	Patrick Tierney
Signature:	/PT/
Date:	11/11/2013

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 12, 2013 (this "Agreement"), is between OCZ Technology Group, Inc., a Delaware corporation ("Grantor"), and Collateral Agents, LLC, as collateral agent ("Agent") for the holders of the Company's 9% Secured Convertible Debentures due one year following their issuance, in the original aggregate principal amount of \$13,098,500 (collectively, the "Debentures"), their endorsees, transferees and assigns (collectively, the "Secured Parties").

RECITALS

WHEREAS, pursuant to the Purchase Agreement (as defined in the Debentures), the Secured Parties have severally agreed to extend the loans to Grantor evidenced by the Debentures; and

WHEREAS, in order to induce the Secured Parties to extend the loans evidenced by the Debentures, Grantor has agreed to execute and deliver to the Secured Parties this Agreement and to grant to Agent, for the benefit of the Secured Parties, a security interest in certain property of Grantor to secure the prompt payment, performance and discharge in full of all of Grantor's obligations under the Debentures (the "Obligations").

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Security Agreement (as defined below)), 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 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 considered Collateral (as defined in the Security Agreement).

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement dated as of the date hereof among Grantor, certain domestic subsidiaries of Grantor and Agent (the "Security Agreement"). The rights and remedies of

Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Agent or any Secured Party as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security Agreement, 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 Agent of any one or more of the rights, powers or remedies provided for in this Agreement, or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, 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)

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 & CEO _____

Address of Agent:

333 Seventh Avenue, 3rd Floor
New York, NY 10001
Attn: General Counsel
Fax: (212) 245-9101
email:rschechter@collateralagents.com

AGENT:

COLLATERAL AGENTS, LLC

By: _____

Title: _____


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 Ysidro Avenue
San Jose, CA 95119

GRANTOR:

GCZ TECHNOLOGY GROUP, INC.

By: 

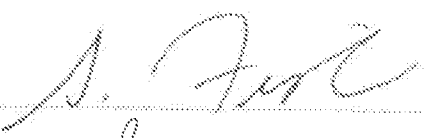
Title: President & CEO

Address of Agent:

333 Seventh Avenue, 3rd Floor
New York, NY 10001
Attn: General Counsel
Fax: (212) 245-4191
email: rextechpar@collateralagents.com

AGENT:

COLLATERAL AGENTS, LLC

By: 

Title: President

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

Patents

[See attached]


Country	Patent #	Title
US	6,035,384	Solid state disk drive address generator with multiplier circuit
US	6,278,389	Method for correcting single bit hard errors
US	7,155,698	Exchange server method and system
US	7,361,866	Method and Apparatus for Increasing Computer Memory Performance
US	7,310,249	Method for increasing Stability of System Memory through Enhanced Quality of Supply Power
US	7,493,994	On-Device Data Compression to Increase Speed of Flash Memory-Based Mass Storage Devices
US	7,460,677	Method for Securing Data Storage in a Storage Area Network
US	7,464,156	Load balancing method for exchanging data between multiple hosts and storage entities in IP Based Storage Area Network
US	7,542,305	Memory Module Having On-Package or On-Module Termination
US	7,584,341	Method for Defragmenting of virtual volumes in a storage area network (SAN)
US	7,738,252	Method and Apparatus for Improved Thermal Management of Computer Memory Modules
US	7,876,564	Method and Apparatus for Cooling Computer Memory
US	7,983,860	Method and System for Monitoring Power Consumption of a Computer Component
US	8,093,536	Connector Assembly and Method for SATA Drives
US	8,145,977	Methods and Apparatus for Providing Error Correction to Unwritten Pages and for Identifying Unwritten Pages in Flash Memory
US	8,151,030	Method of increasing DDR memory bandwidth in DDR SDRAM modules
US	8,164,935	Memory Modules and Methods for Modifying Memory Subsystem Performance
US	8,310,836	Mass Storage Device for a Computer System and Method Therefor
US	8,312,444	Method for Optimizing Memory Modules for User-Specific Environments
US	8,331,123	High Performance Solid-State Drives and Methods Therefor
US	8,335,089	Optical Memory Device and Method Therefor
US	8,370,720	Mass Storage Device and Method for Offline Background Scrubbing of Solid-State Memory Devices
US	8,375,182	Method and Apparatus for Reducing Write Cycles in NAND-Based Flash Memory Devices
US	8,484,106	Computer System with Backup Function and Method Therefor
US	8,448,729	Modular Mass Storage System and Method Therefor
US	8,463,979	Non-volatile storage devices, methods of addressing and control logic therefor
Country	Application#	Title
US	12/496,685	On-Device Data Compression for Non-Volatile Memory-Based Mass Storage Devices
US	12/810,984	Read Enable Signal Adjusting Flash Memory Device and Read Control Method of Flash Memory Device
US	12/813,001	Flash Memory Device and Flash Memory Programming Method Equalizing Wear-Level
US	12/815,661	Hierarchically Structured Mass Storage Device and Method
US	12/838,817	Method and Apparatus to Increasing File Copy Performance on Solid State Mass Storage Devices
US	12/859,557	Methods, Systems and Devices for increasing Data Retention on Solid-State Mass Storage Devices
US	12/862,176	NAND Flash-Based Storage Device With Built-in Test-ahead for Failure Anticipation
US	12/876,937	Large Capacity Solid-State Storage Devices and Methods Therefor
US	12/880,796	Central Processing Unit and Method for Workload Dependent Optimization Thereof
US	12/900,598	Computer System and Processing Method of Utilizing Graphics Processing Unit with ECC and Non-ECC Memory Switching Capability
US	12/908,260	Modular Mass Storage Devices and Methods of Using
US	12/917,642	Mass Storage Device and Method of Accessing Memory Devices Thereof
US	12/943,192	Mass Storage Device with Solid-State Memory Components Capable of Increased Endurance
US	12/945,100	Method for Restoring and Maintaining Solid-State Drive Performance
US	12/950,626	RAID Storage Systems Having Arrays of Solid-State Drives and Methods of Operation
US	12/986,564	Solid State Mass Storage Device and Method for Failure Anticipation
US	13/032,805	Methods and Systems Utilizing Nonvolatile Memory in a Computer System Main Memory
US	13/058,314	Device and Method of Controlling a Flash Memory
US	13/088,450	Flash Memory Device and Method of Operation
US	13/103,270	NAND Flash Based Storage Device and Methods of Using
US	13/115,716	Solid State Drive with Low Write Amplification
US	13/128,881	Controller for Solid State Disk which controls access to Memory Bank
US	13/142,605	Memory Controller and Memory Management Method
US	13/146,427	Controller for Solid State Disk, which controls Simultaneous Switching of Pads
US	13/147,498	Memory Device, Memory Management Device, and Memory Management Method
US	13/148,115	Programming Method and Device for a Buffer Cache in a Solid-State Disk System
US	13/158,094	Read Cache Device and Methods Thereof for Accelerating Access to Data in a Storage Network
US	13/186,557	Apparatus for Optimizing Supply Power of a Computer Component and Methods Therefor
US	13/177,859	Memory System and method for generating and transferring parity information
US	13/185,689	Solid-State Memory Based Storage Device with Low Error Rate
US	13/201,362	Storage system using high speed storage device as cache
US	13/205,300	PCIe Bus Extension System, Method and Interfaces Therefor
US	13/211,760	Mass Storage System and Method Using Hard-Disk and Solid-State Media
US	13/251,491	Non-Volatile Memory-Based Mass Storage Device and Method for Writing Data Thereof
US	13/257,165	Apparatus and Method for Managing a Dram Buffer
US	13/257,456	SSD Controller, and Method for Operating an SSD Controller
US	13/264,275	Cache and Disk Management Method, and a Controller Using the Method
US	13/280,597	Page-Buffer Management of Non-Volatile Memory-Based Mass Storage Devices
US	13/311,723	Mass Storage Systems and Methods Using Solid-State Storage Media
US	13/337,482	Methods, Storage Devices, and Systems for Promoting the Endurance of Non-Volatile Solid-State Memory Components
US	13/339,413	Passive Structure and Method for Dissipating Heat from a Computer Expansion Card

US	13/368,878	Solid State Memory-Based Storage Device Using Optical Input/Output Links
US	13/408,350	System And Method For Increasing DDR Memory Bandwidth In DDR SDRAM Modules
US	13/519,724	Controller for detecting and correcting an error without buffer and method for controlling the same
US	13/555,834	Power Supply for a Computer System Having Customizable Cable Extensions
US	13/558,830	Non-Volatile Solid State Memory-Based Mass Storage Device and Methods Thereof
US	13/586,979	Mass Storage Device for a Computer System and Method Therefor
US	13/666,308	Methods and Apparatus for Providing Hypervisor-Level Acceleration and Virtualization Services
US	13/669,727	Integrated Storage/Processing Devices, Systems and Methods for Performing Big Data Analytics
US	13/677,800	Solid State Mass Storage Device and Methods of Operation
US	13/678,192	NAND Flash Based Storage Device and Methods of Using
US	13/758,346	Apparatus, Methods and Architecture to Increase Write Performance and Endurance of Non-Volatile Solid State Memory Components
US	13/775,916	Graphene Based Memory Devices and Methods Therefor
US	61/771,432	System and Method For The efficient Polling of a Status
US	61/771,440	System and Method For Limiting Inrush Current In Solid State Devices

EXHIBIT C

Trademarks

OCZ Technology Group, Inc. -- United States Trademarks

Mark	Registration No.	Registration Date
SUPERSCALE	4,119,820	3/27/2012
INTREPID	4,105,681	2/28/2012
DENEVA	4,099,159	2/14/2012
SILENCER	3,352,055	12/11/2007
PC POWER AND COOLING	3,859,399	10/12/2010
HYPERSONIC	3,417,286	4/29/2008
OCZ	2,810,218	2/3/2004
<i>SILENCER</i>	1,778,764	6/29/1993
<i>TURBO-COOL</i>	1,755,030	3/2/1993
VELODRIVE	4,099,161	2/14/2012
TALOS	4,099,160	2/14/2012
	4249091	11/27/2012
INDILINX INFUSED	4249090	11/27/2012
DENEVA	4150238	5/29/2012
INTREPID	4150140	5/29/2012
INDILINX	4201127	9/4/2012
INDILINX	4201238	9/4/2012
VeloDrive	4139254	5/08/2012

Mark	Registration No.	Registration Date
TALOS	4139249	5/8/2012

Trademark Applications :

OCZ Technology Group, Inc. -- United States Trademark Applications

Mark	Application No.	Filing Date
VERITESSE	85/457,269	10/26/2011