

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FileTek, Inc.		09/30/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Silicon Graphics International Corp.		
Street Address:	900 N. McCarthy Boulevard		
City:	Milpitas		
State/Country:	CALIFORNIA		
Postal Code:	95035		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2071078	STORHOUSE	
Registration Number:	2839861	TRUSTED EDGE	
CORRESPONDENCE DATA			
Fax Number:	4083210293		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6699008000		
Email:	Lubiano@sgi.com		
Correspondent Name:	Laurie Rose Lubiano		
Address Line 1:	900 N. McCarthy Boulevard		
Address Line 4:	Milpitas, CALIFORNIA 95035		
ATTORNEY DOCKET NUMBER:	FILETEK		
NAME OF SUBMITTER:	Laurie Rose Lubiano		
Signature:	/laurierose lubiano/		

Date:

02/19/2014

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), dated as of September 30, 2013 (the "Effective Date"), is made by **FILETEK, INC.**, a Delaware corporation having its principal place of business located at 9400 Key West Avenue, Rockville, MD 20850 (the "Assignor"), in favor of **SILICON GRAPHICS INTERNATIONAL CORP.**, a Delaware corporation, having its principal place of business located at 46600 Landing Parkway, Fremont, CA 94538 (the "Assignee"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement (defined below).

WHEREAS, the Assignee, the Assignor, the Persons listed as Principal Stakeholders on Exhibit A thereto, and William P. Loomis, as Stakeholders' Representative are parties to that certain Asset Purchase Agreement, dated as of September 10, 2013 (the "Asset Purchase Agreement"), pursuant to which the Assignor has agreed, among other things, to sell, assign, transfer, convey, and deliver to the Assignee all of Assignor's right, title, and interest in and to the Assigned Trademarks (defined below), pursuant to the terms, conditions and restrictions of the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor and the Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. The Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title and interest in and throughout the United States of America, its territories and all foreign countries, in, to and under the trademark registrations and trademark applications listed on Schedule A hereto, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the "Assigned Trademarks"), together with all rights relating thereto, including, without limitation, all rights to renew, reproduce, distribute and display the Assigned Trademarks, and all rights to collect royalties, products and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorneys' fees and expenses) or lost profits in connection therewith. To the extent the Assignor retains any right, title or interest in or to the Assigned Trademarks that cannot be assigned to the Assignee pursuant to this Assignment, then the Assignor shall waive for all time any claims that the Assignor may have concerning the Assigned Trademarks. The Assignor shall make no further use of the Assigned Trademarks for its own benefit or the benefit of another, nor shall the Assignor challenge the Assignee's use of the Assigned Trademarks after the date of this Assignment.

2. Recordation. The Assignor hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record the Assignee as the assignee and owner of the Assigned Trademarks, it being understood that any expense in connection with the execution of such recordation shall be borne by the Assignee.

3. Information and Assistance.

3.1 Upon the Assignee's reasonable request and without further compensation, the Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If the Assignor fails to timely comply with Section 3.1 and the Assignee is therefore unable to secure the Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, the Assignor hereby irrevocably designates and appoints the Assignee and the Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the Assignor's behalf and instead of the Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by the Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Asset Purchase Agreement Controls. This Assignment is provided pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the

rights or obligations of any person under the Asset Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

8. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware other than conflict of laws principles thereof directing the application of any law other than that of Delaware.

*[Signatures appear on next page]*

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

**FileTek, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

ASSIGNEE:

**Silicon Graphics International Corp.**

By: *Jennifer Plegg*  
Name: *Jennifer W. Plegg*  
Title: *SVP, General Counsel & Secretary*

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

**FileTek, Inc.**

By: 

Name: WILLIAM P. LOOMIS  
Title: CEO

Acknowledged and Accepted:

ASSIGNEE:

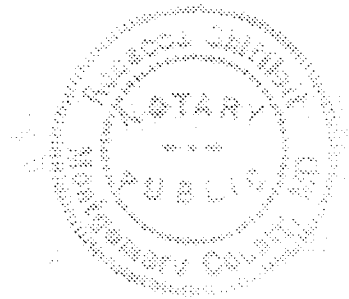
**Silicon Graphics International Corp.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )  
STATE OF MD ; ss.:  
CITY/COUNTY OF Montgomery )

I, Rebecca Shifflett, the undersigned Notary Public do hereby certify that William P. Loomis, as Chief Executive Officer of FileTek, Inc., a Delaware corporation, who signed the foregoing Assignment document on the 30 day of September 2013, is personally known to me or was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he was authorized to execute the foregoing Assignment document on behalf of FileTek, Inc., and to me acknowledged that he did sign the said document.



Rebecca Shifflett  
Notary Public

My commission expires on: 3/21/16



## SCHEDULE A TO TRADEMARK ASSIGNMENT

- i. FileTek
  - 1. United States -- Registration Number 1,729,106
  - 2. Germany -- Registration Number 395 46 021.2
  - 3. South Africa -- Registration Number 1997/19464
  
- ii. StorHouse
  - 1. United States -- Registration Number 2071078
  - 2. European Union (CTM) -- Registration Number 001759919
  - 3. South Africa -- Registration Number 1997/19465
  
- iii. Trusted Edge
  - 1. United States -- Registration Number 2839861
  - 2. European Union (CTM) -- Registration Number 3541166