

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	STOCK PURCHASE AGREEMENT		
EFFECTIVE DATE:	07/02/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart Storage Systems, Inc.		07/02/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	SanDisk Enterprise IP LLC		
Street Address:	951 SanDisk Drive		
City:	Milpitas		
State/Country:	CALIFORNIA		
Postal Code:	95035		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4158914	XCEEDIOPS	
Registration Number:	4328822	OPTIMUS	
Registration Number:	3311694	ERASURE	
Registration Number:	3483274	ARRAYPRO	
Serial Number:	85299458	GUARDIAN TECHNOLOGY	
Serial Number:	85299471	FLASHGUARD	
Serial Number:	85299472	DATAGUARD	
Serial Number:	85579310	IMLC	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4088011311		
Email:	alica.delvalle@sandisk.com		
Correspondent Name:	Alica Del Valle		
Address Line 1:	951 SanDisk Drive		
Address Line 4:	Milpitas, CALIFORNIA 95035		
ATTORNEY DOCKET NUMBER:	SMART STORAGE ASSIGNMENT		
NAME OF SUBMITTER:	Alica Del Valle		

OP \$215.00-4158914

SIGNATURE:	/Alica Del Valle/
DATE SIGNED:	06/12/2014
Total Attachments: 9 source=2013_SMART Merger docs#page1.tif source=2013_SMART Merger docs#page2.tif source=2013_SMART Merger docs#page3.tif source=2013_SMART Merger docs#page4.tif source=2013_SMART Merger docs#page5.tif source=2013_SMART Merger docs#page6.tif source=2013_SMART Merger docs#page7.tif source=2013_SMART Merger docs#page8.tif source=2013_SMART Merger docs#page9.tif	

STOCK PURCHASE AGREEMENT

by and between

SMART STORAGE SYSTEMS (GLOBAL HOLDINGS), INC.,

SANDISK CORPORATION,

SANDISK MANUFACTURING

and

solely for purposes of Section 5.7(c), Section 5.8, ARTICLE VIII and ARTICLE IX,

SALEEN HOLDINGS, INC.,

SALEEN INTERMEDIATE HOLDINGS, INC.

and

SMART WORLDWIDE HOLDINGS, INC.

dated as of July 2, 2013

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whether tangible or intangible (for the avoidance of doubt, including Intellectual Property), will be owned, leased or licensed by the Sold Companies immediately prior to the Closing; and

(b) the assets, properties and rights (for the avoidance of doubt, including Intellectual Property) owned, leased or licensed by the Sold Companies as of the Closing constitute all of the assets, properties and rights necessary for, used in, or held for use in the conduct of the businesses of the Sold Companies as conducted immediately prior to the Closing.

For the avoidance of doubt, nothing in this Section 3.12 shall be construed as a representation or warranty with respect to infringement, misappropriation or other violations of the Intellectual Property of any Person, which matters shall be exclusively governed by Section 3.13.

Section 3.13 Intellectual Property.

(a) Section 3.13(a) of the Seller Disclosure Schedule sets forth a complete and accurate list of (i) all Company-Owned Intellectual Property that is Registered IP (except, for the avoidance of doubt, with respect to domain names, solely material domain names), including the application and registration date, and the jurisdictions where such Intellectual Property is registered, patented or where applications have been filed, and all registration, patent or application numbers, as appropriate) as of the date hereof, and any other Person that has an ownership interest in such item of Registered IP and the nature of such interest; (ii) a written high-level description of all written invention disclosures included in the material unregistered Company-Owned Intellectual Property as of the date hereof that primarily relate to technology that either (x) enhances the endurance or retention of non-volatile memory or (y) reduces the error rate of non-volatile memory by monitoring and adjusting threshold voltages, and in each case, that is incorporated or used in the Company Products (such technology, the "Guardian Technology"); (iii) all material unregistered trademarks, slogans, brand names and other indications of source, whether or not registered, included in the Company-Owned Intellectual Property as of the date hereof that are used to promote the Company Products or otherwise material to the operation of the businesses of the Sold Companies. Since January 1, 2010, no interference, opposition, reissue, reexamination, or other proceeding is or has been pending since August 26, 2011 in which Seller or the Sold Companies have been served or notified in writing, or threatened in writing, that relates to the scope, validity, or enforceability of any Company-Owned Intellectual Property. All such items on Section 3.13(a)(i) and (ii) of the Seller Disclosure Schedule are unexpired, subsisting and, to the Knowledge of Seller, valid and enforceable.

(b) All filings, payments, and other actions required to be made or taken to perfect the Sold Company's ownership of each item of Registered IP and maintain the registration or application for each such item of Registered IP in full force and effect (other than non-material domain names) have been made by the applicable deadline and in accordance with applicable Law. Except as set forth in Section 3.13(b)(i) of the Seller Disclosure Schedule, since August 26, 2011, no application for a patent or for a copyright, mask work, or trademark registration or any other type of Registered IP (excluding, for the avoidance of doubt, non-material domain names) included in the Company Owned Intellectual Property has been abandoned, allowed to lapse, or rejected (with finality and no right to appeal). Section 3.13(b)(ii) of the Seller Disclosure Schedule sets forth a complete and accurate list of each filing, payment, and action that the Seller or the Sold Companies have been notified in writing or, to the

Trademarks

Trademark Name	Application #	Filing Date	Registration #	Registration Date	Status/Deadline	Jurisdiction
XCEEDIOPS	85299450	4/20/2011	4,158,914	6/12/2012	Registered	United States
GUARDIAN TECHNOLOGY	85299458	4/20/2011	N/A	N/A	Pending	United States
FLASHGUARD	85299471	4/20/2011	N/A	N/A	Pending	United States
DATAGUARD	85299472	4/20/2011	N/A	N/A	Pending	United States
OPTIMUS	85338389	6/6/2011	4,328,822	4/30/2013	Registered	United States
ERASURE	78568276	2/16/2005	3,311,694	10/16/2007	Registered 10/16/2013: Renewal due (Section 8 & Section 15 Declarations)	United States
ARRAYPRO	77206348	6/14/2007	3,483,274	8/12/2008	Registered	United States
IMLC	85579310	3/25/2012	N/A	N/A	Pending/ Allowed 10/15/2013: 2nd Request for 6 mth Extension to file Statement of Use & Specimen	United States

Domain Names

Description	Expiration Date
adtron.com	3/29/2016
smartssys.com	10/3/2016
smartstoragesys.com	10/3/2016
smartstoragesystems.com	10/3/2016
nandband.com	10/5/2013

1. Reference is made to the matters set forth on Section 3.13(b)(i) of this Seller Disclosure Schedule
2. Each provisional patent application filed by the Sold Companies with the United States Patent & Trademark Office naturally lapses one (1) year after such filing.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer, in each case as of the date first above written.

SMART STORAGE SYSTEMS (GLOBAL HOLDINGS), INC.

By: *Iain Mackenzie*
Name: IAIN MACKENZIE
Title: DIRECTOR, PRES and CEO

SANDISK CORPORATION

By: _____
Name:
Title:

SANDISK MANUFACTURING

By: _____
Name:
Title:

SALEEN HOLDINGS, INC., solely for purposes of
Section 5.7(c), Section 5.8, ARTICLE VIII and
ARTICLE IX

By: *Iain Mackenzie*
Name: IAIN MACKENZIE
Title: DIRECTOR

[Signature Page to Stock Purchase Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer, in each case as of the date first above written.


SMART STORAGE SYSTEMS (GLOBAL HOLDINGS), INC.

By: _____
Name:
Title:

SANDISK CORPORATION

By:  _____
Name: Sanjay Mehrotra
Title: President and Chief Executive Officer

SANDISK MANUFACTURING

By:  _____
Name: Judy Bruner
Title: Director

SALEEN HOLDINGS, INC., solely for purposes of Section 5.7(c), Section 5.8, ARTICLE VIII and ARTICLE IX

By: _____
Name:
Title:

[Signature Page to Stock Purchase Agreement]