

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373330

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Imation Corp.		02/02/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kingston Digital, Inc.		
<b>Street Address:</b>	17600 Newhope Street		
<b>City:</b>	Fountain Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92708		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3694186	IRONKEY	
<b>Registration Number:</b>	4330077	PC ON A STICK	
<b>Registration Number:</b>	3861552	STEALTH M	
<b>Registration Number:</b>	3680175	IRONKEY	
<b>Registration Number:</b>	3680176		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7146412082		
<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>			
<b>Phone:</b>	714-641-4022		
<b>Email:</b>	cyang@sjclawpc.com		
<b>Correspondent Name:</b>	Christine Yang		
<b>Address Line 1:</b>	17220 Newhope Street Suite 102		
<b>Address Line 4:</b>	Fountain Valley, CALIFORNIA 92708		
<b>ATTORNEY DOCKET NUMBER:</b>	KINGSTON		
<b>NAME OF SUBMITTER:</b>	Christine Yang		
<b>SIGNATURE:</b>	/Christine Yang/		
<b>DATE SIGNED:</b>	02/16/2016		
<b>Total Attachments: 7</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") is entered into as of February 2, 2016, by and between Kingston Digital, Inc., a Delaware corporation ("Purchaser" or "Assignee"), and Imation Corp., a Delaware corporation ("Imation" or "Assignor").

### RECITALS

WHEREAS Assignor owns and holds the full right, title and interest in and under each and all of the granted patents, pending patent applications and any inventions described therein as set forth in Exhibit A hereto and all of the issued trademarks, pending applications for registration of the trademarks and any goodwill of the business in connection with which the trademarks are used, as set forth in Exhibit B hereto;

WHEREAS Exhibit A and Exhibit B collectively constitute the "Acquired Intellectual Property" and Assignor owns and has the full right and lawful authority to sell, assign, transfer, convey and deliver the entire right, title and interest in and under each and all of the Acquired Intellectual Property.

WHEREAS, Purchaser and Imation are entering into an Asset Purchase Agreement (the "Purchase Agreement") simultaneously with the execution of this Agreement.

WHEREAS, in connection therewith, Imation has agreed to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and assume from Imation, all Acquired Intellectual Property.

WHEREAS, capitalized terms used and not otherwise defined herein will have the meaning assigned to them in the Purchase Agreement unless the context otherwise requires.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchased Assets.** Imation hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases and acquires from Imation, all of Imation's right, title and interest in and under each and all of the Acquired Intellectual Property as more fully described in Section 2 and Section 3 of this Agreement.

2. **Patents.** The attached Exhibit A consists of granted patents, pending patent applications and any invention related therewith, including but not limited to, any and all direct and indirect divisions, continuations and continuations-in-part of any patent application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made. Assignor hereby agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, as it is reasonably able, sign all papers and documents, take all lawful oaths and do all acts reasonably necessary or legally required to be done for the procurement, maintenance, enforcement, and defense of any Letters Patent and applications for Letters Patent for said inventions, with reasonable costs (if

necessarily incurred) to be reimbursed by Assignee or its successors, or assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

3. **Trademarks.** The attached Exhibit B consists of issued trademarks and pending registrations of the trademarks. Assignor does hereby assign unto Assignee all of Assignor's rights, title, and interest in and to the trademarks and the registrations therefor, together with the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof. Assignor agrees to, as it is reasonably able, execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor

4. **No Effect on Purchase Agreement.** Imation and Purchaser hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies and obligations of any party under the Purchase Agreement will be deemed enlarged, limited, modified or altered in any way by this Agreement. To the extent that any conflict exists between any of the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will prevail.

5. **Binding Effect; Assignment.** This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors. Notwithstanding the foregoing, this Agreement will not be assigned by either party hereto by operation of law or otherwise without the express written consent of the other party.

6. **No Third-Party Beneficiaries.** This Agreement does not, and is not intended to, confer upon any third party any rights or remedies hereunder.

7. **Governing Law.** This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters, including matters of validity, the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in the State of Delaware in respect of all matters arising out of or relating to this Agreement, the interpretation and enforcement of the provisions of this Agreement and other documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any Proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that the Proceeding may not be brought or is not maintainable in those courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by those courts, and the parties hereto irrevocably agree that all claims with respect to the Proceeding will be heard and determined exclusively in such a Delaware State or Federal court.

8. **Amendment; Waiver.** This Agreement may be amended only in a writing signed by all parties hereto. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement will not in any way affect, limit or


waive either party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

9. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed will be deemed to be an original, but all of which will constitute one and the same agreement.

[Signature Page Follows]

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

ASSIGNEE, KINGSTON DIGITAL, INC.

By:   
Name: David Sun  
Title: Vice President

ASSIGNOR, IMATION CORP.

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

[Signature Page to Intellectual Property Assignment]

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

KINGSTON DIGITAL, INC.

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

IMATION CORP.

By: *[Signature]*  
Name: ROBERT D FERNANDEZ  
Title: CEO

[Signature Page to Intellectual Property Assignment]

**Exhibit B**

**Acquired Intellectual Property – Trademark Registrations and Trademark Applications**

See attached.



**Trademarks and Trademark Applications**

<b>Mark Name</b>	<b>Country</b>	<b>Current Owner</b>	<b>Status</b>	<b>Registration Number</b>
<b>Word Marks</b>				
BLUFLY PROCESSOR	Community Trademark	Imation Corp.	Registered	8166126
IRONKEY	Australia	Imation Corp.	Registered	1088608
IRONKEY	Canada	Imation Corp.	Registered	TMA729319
IRONKEY	Community Trademark	Imation Corp.	Registered	4758645
IRONKEY	Japan	Imation Corp.	Registered	5221434
IRONKEY	Switzerland	Imation Corp.	Registered	548170
IRONKEY	United States	Imation Corp.	Registered	3694186
IRONKEY	China P.R.	Imation Corp.	Filed	14447758
PC ON A STICK	United States	Imation Corp.	Registered	4330077
STEALTH M	United States	Imation Corp.	Registered	3861552
STEALTH MXP	Japan	Imation Corp.	Registered	5078927
IRONKEY	China P.R.	IronKey, Inc.	Registered	7965740
<b>Logos</b>				
IRONKEY WORD & KEY LOGO	Community Trademark	Imation Corp.	Registered	5972451
IRONKEY WORD & KEY LOGO	United States	Imation Corp.	Registered	3680175
IRONKEY'S KEY LOGO	United States	Imation Corp.	Registered	3680176
IRONKEY WORD & KEY LOGO	China P.R.	IronKey, Inc.	Registered	9016207