

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Digital Technologies, Inc.		05/12/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	1016514	WESTERN DIGITAL	
Registration Number:	1782543	CAVIAR	
Registration Number:	2255308	WD CAVIAR	
Registration Number:	2256629	WESTERN DIGITAL	
Registration Number:	3040756	WESTERN DIGITAL	
Registration Number:	3060158	PUT YOUR LIFE ON IT	
Registration Number:	3062297	WD	
Registration Number:	3130924	WD	
Registration Number:	3175232	MIONET	
Registration Number:	3269156	WD SCORPIO	
Registration Number:	3357805	MY BOOK	
Registration Number:	3607298	WD VELOCIRAPTOR	
Registration Number:	3706865	WD TV	
Registration Number:	3793628	MY PASSPORT	
Registration Number:	3978001	SILICONEDGE	
Registration Number:	4184194	WD 2GO	
Registration Number:	4316635	MY NET	
Registration Number:	4328099	SILICONDRIVE	
Registration Number:	4353073	WD	
TRADEMARK			

OP \$1240.00 1016514

Property Type	Number	Word Mark
Registration Number:	4410726	WD
Registration Number:	4419400	WD RED
Registration Number:	4444097	MY CLOUD
Registration Number:	4448166	MY CLOUD
Registration Number:	4448549	WD BLUE
Registration Number:	4448551	WD BLACK
Registration Number:	4448552	WD GREEN
Registration Number:	4514335	NASWARE
Registration Number:	4514336	NASWARE
Registration Number:	4514712	NASWARE
Registration Number:	4514713	NASWARE
Registration Number:	4530491	WD MY CLOUD
Registration Number:	4537757	WD ELEMENTS
Registration Number:	4588888	WD BLACK MONSTER CUP
Registration Number:	4628454	WD
Registration Number:	4651403	NASWARE
Registration Number:	4652271	WD L DIGERATI
Registration Number:	4680076	WD PURPLE
Registration Number:	4694180	NASWARE
Registration Number:	4775102	WD ELEMENTS
Registration Number:	4775834	WD
Registration Number:	4775836	WD
Registration Number:	4785099	WESTERN DIGITAL FOUNDATION
Registration Number:	4802735	WESTERN DIGITAL FOUNDATION
Registration Number:	4818598	WD PURPLE
Registration Number:	4896119	WD STORCENTRAL
Serial Number:	86257984	THE POWER OF CHOICE
Serial Number:	86775064	KEEPITCOMING
Serial Number:	86775067	KEEPITCOMING
Serial Number:	86775068	KEEPITCOMING

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

TRADEMARK

REEL: 005793 FRAME: 0479

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	05/16/2016
Total Attachments: 6 source=Trademark 1#page1.tif source=Trademark 1#page2.tif source=Trademark 1#page3.tif source=Trademark 1#page4.tif source=Trademark 1#page5.tif source=Trademark 1#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Western Digital Technologies, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 12, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: IL1-1145/54/63, P.O. Box 6026

City: Chicago

State: Illinois

Country: USA Zip: 60680

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

49

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

May 12, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Collateral Agreement

This Thursday, May 12, 2016, WESTERN DIGITAL TECHNOLOGIES, INC. (“*Debtor*”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to JPMORGAN CHASE BANK, N.A., a national banking association (the “*Agent*”), acting as collateral agent hereunder for the Secured Parties as defined in the Bridge Security Agreement, dated as of May 12, 2016, among Debtor, Agent and the other debtors party thereto, as the same may be amended, restated, amended and restated or otherwise modified from time to time (the “*Bridge Security Agreement*”) for the benefit of the Secured Parties, a lien on and security interest in, all right, title, and interest of such Debtor in and to all of the following (collectively, “*Trademark Collateral*”):

- (i) Each trademark registration and trademark application owned by Debtor, other than to the extent the same constitutes Excluded Property, that is listed on Schedule A hereto (the “*Trademarks*”) and all goodwill associated therewith; and
- (ii) All proceeds of the foregoing, including any claim by Debtor against third parties for damages by reason of past, present or future infringement, dilution or violation of any Trade-mark, in each case together with the right to sue for and collect said damages.

All capitalized terms used herein without definition have the meanings given to such terms in the Bridge Security Agreement.

Debtor and Agent do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the grant of a security interest in the Trademark Collateral made hereby are more fully set forth in, and subject to, the Bridge Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Collateral Agreement and the terms of the Bridge Security Agreement, the terms of the Bridge Security Agreement shall govern.

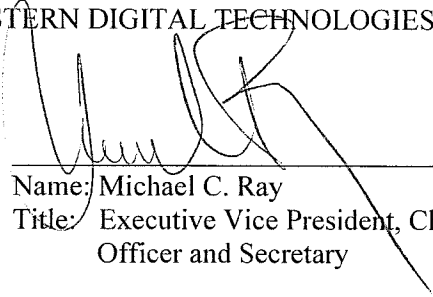
THIS TRADEMARK COLLATERAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WESTERN DIGITAL TECHNOLOGIES, INC.

By:



A handwritten signature in black ink, appearing to read 'Michael C. Ray', is written over a horizontal line. The signature is stylized and cursive.

Name: Michael C. Ray
Title: Executive Vice President, Chief Legal Officer and Secretary







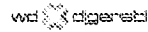

Accepted and agreed to as of the date and year last above written.



JPMORGAN CHASE BANK, N.A., as Agent

By: Caitlin P Stewart
Name: Caitlin Stewart
Title: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Mark	Reg. No. / App. No.
1.	WESTERN DIGITAL	1016514
2.	CAVIAR	1782543
3.	WD CAVIAR	2255308
4.	 Western Digital	2256629
5.	WESTERN DIGITAL	3040756
6.	PUT YOUR LIFE ON IT	3060158
7.	WD	3062297
8.		3130924
9.	MIONET	3175232
10.	WD SCORPIO	3269156
11.	MY BOOK	3357805
12.	WD VELOCIRAPTOR	3607298
13.	WD TV	3706865
14.	MY PASSPORT	3793628
15.	SILICONEDGE	3978001
16.	WD 2GO	4184194
17.	MY NET	4316635
18.	SILICONDRIVE	4328099
19.	WD	4353073
20.	WD	4410726
21.	WD RED	4419400
22.	MY CLOUD	4444097
23.	MY CLOUD	4448166
24.	WD BLUE	4448549
25.	WD BLACK	4448551
26.	WD GREEN	4448552
27.	NASware	4514335
28.	NASware	4514336
29.	 NASware	4514712
30.	 NASware	4514713
31.	WD MY CLOUD	4530491
32.	WD ELEMENTS	4537757
33.		4588888
34.		4628454
35.	NASware	4651403
36.	 wd digital	4652271
37.	WD PURPLE	4680076
38.	 NASware	4694180

No.	Mark	Reg. No. / App. No.
39.	WD ELEMENTS	4775102
40.		4775834
41.		4775836
42.	WESTERN DIGITAL FOUNDATION	4785099
43.	WESTERN DIGITAL FOUNDATION	4802735
44.	WD PURPLE	4818598
45.	WD STORCENTRAL	4896119
46.	THE POWER OF CHOICE	86257984
47.	KEEPITCOMING	86775064
48.	KEEPITCOMING	86775067
49.	KEEPITCOMING	86775068